

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

October Session of the October Adjourned

Term. 20 04

In the County Commission of said county, on the

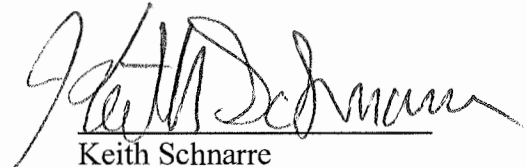
19<sup>th</sup> day of October 20 04

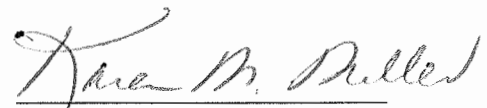
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following recommendation from the Road and Bridge Advisory Committee:

- To waive the requirement of 10 feet distance between driveways and allow for Hinkson Heights, Lot 34, Bellview Drive, seven separate driveways to be placed four feet 9 inches apart.

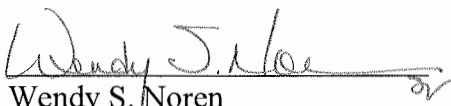
Done this 19<sup>th</sup> day of October, 2004.

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

**From:** Natalie Meighan  
**To:** Shawna Victor  
**Date:** 10/12/04 6:23PM  
**Subject:** Variance Information

Here is the info for Thursday's meeting. Let me know if you have any questions.

1. Hemme Construction - Hinkson Heights, Lot 34 ~~434#~~ 2004

To waive the requirement of 10 feet distance between driveways and allow for Hinkson Heights, Lot 34, Bellview Drive, seven separate driveways to be placed four feet 9 inches apart.

2. Riverside Farms - Lloyd Hudson Road ~~435#~~ 2004

To waive the sight distance requirement and allow a 20-foot variance from the required 205-foot sight distance for the building location on the south side of Lloyd Hudson Road due to low traffic volume and topographic layout of the building site.

3. Zane Cobb - Quarter Mile Drive

This request was denied and requires no action from the Commission at this time. Please remove from the agenda.

4. 4-Rays Lawn and Garden - Brock Rogers Road

This request was denied and requires no action from the Commission at this time. Please remove from the agenda.

**CC:** David Mink; John Watkins

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

October Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 14<sup>th</sup> day of October 20 04  
 the following, among other proceedings, were had, viz:

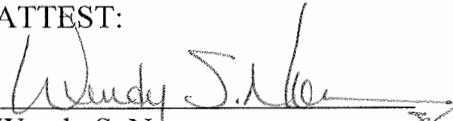
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:


DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
2540-91300: Sheriff Civil Process Fund – Machinery and Equipment	\$10,200.00

Said budget amendment is for the purchase of a digital video surveillance system, lenses, wall mounts and cable for the Boone County Jail.

Done this 14<sup>th</sup> day of October, 2004.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

1st 9/30  
2nd 10/14

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

RECEIVED

09-22-04

SEP 23 2004

FOR AUDITORS USE  
435-2004

EFFECTIVE DATE

Department					Account					BOONE COUNTY AUDITOR Department Name	Account Name	(Use whole \$ amounts)	
												Decrease	Increase
2	5	4	0		9	1	3	0	0	CIVIL PROCESS FUND	MACH & EQUIP		10200.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): TO PURCHASE A DIGITAL VIDEO SURVEILLANCE SYSTEM, LENSES, WALL MOUNTS, AND CABLE FOR CORRECTIONS.


  
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

*agenda*

  
Auditor's Office

  
PRESIDING COMMISSIONER

  
DISTRICT I COMMISSIONER

  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

09-22-04

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

# COPY

DATE

2-13

VENDOR NAME  
ADT SECURITY SYSTEMS

PHONE #

VENDOR NO.

ADDRESS

CITY

STATE ZIP

### BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.  
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (<\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

- Transaction Not Subject To Bidding For The Following Reason:
- Utility
  - Travel
  - Dues
  - Refund
  - Cooperative Agreement
  - Other (Explain):
  - Training
  - Pub/Subscriptions
  - Required Gov Payment
  - Agency Fund Distribution

## RECEIVED

SEP 23 2004

#31-13MAY03  
(Enter Applicable Bid / Sole Source / Emergency Number)

BOONE COUNTY AUDITOR

Ship To Department #

Bill To Department #

Department				Account					Item Description	Qty	Unit Price	Amount
2	5	4	0	9	1	3	0	0	DIGITAL VIDEO SURVEILLANCE SYSTEM	1	7825.00	7825.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Requesting Official

Auditor Approval

09-22-04

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

# COPY

DATE

5946

MCMASTER CARR

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

### BID DOCUMENTATION

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Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
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  - Cooperative Agreement
  - Other (Explain):
  - Training
  - Pub/Subscriptions
  - Required Gov Payment
  - Agency Fund Distribution

RECEIVED

SEP 23 2004

BOONE COUNTY AUDITOR

#

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department #

Bill To Department #

Department	Account	Item Description	Qty	Unit Price	Amount
2 5 4 0	9 1 3 0 0	WALL MOUNT	14	46.00	644.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Requesting Official

Auditor Approval

09-22-04

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI

DATE

10/15

NORTH AMERICAN VIDEO

VENDOR NO.

VENDOR NAME

PHONE #

COPY

ADDRESS

CITY

STATE

ZIP

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements. Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
Sole Source (enter # below)
Emergency Procurement (enter # below)
Written Quotes (3) attached (<\$750 to \$4,449)
<\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
Professional Services (see Purchasing Policy Section 3-103)

- Transaction Not Subject To Bidding For The Following Reason:
Utility
Travel
Dues
Refund
Cooperative Agreement
Other (Explain):
Training
Pub/Subscriptions
Required Gov Payment
Agency Fund Distribution

# (Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department #

Bill To Department #

Table with columns: Department, Account, Item Description, Qty, Unit Price, Amount. Contains 3 rows of data: CAMERA LENSES 5-50 FISH EYE, CAMERA LENSES 8MM AUTO IRIS, CABLE.

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Handwritten signature of the Requesting Official.

Requesting Official

Auditor Approval

Handwritten number 1660.

**Fund 254: Sheriff Civil Charges Fund**  
**Solvency Analysis**  
**Prepared by Auditor's Office**  
**9-24-2004**

Fund Balance 1-1-2004 (Account 2913) 22,937.68

Plus: Actual Revenues 2004  
 Charges for Services 50,000.00  
 Interest (57.69)  
 49,942.31

Less: Budgeted Expenditures 2004

	Current Budget	Budget Revision/ Amendment	Total		Actual YTD Expenditures + Encumbrances	Remaining Budget
Class 1	0.00	0.00	0.00		0.00	0.00
Class 2	0.00	0.00	0.00		0.00	0.00
Class 3	0.00	0.00	0.00		0.00	0.00
Class 4	0.00	0.00	0.00		0.00	0.00
Class 5	0.00	0.00	0.00		0.00	0.00
Class 6	0.00	0.00	0.00		0.00	0.00
Class 7	2,003.00	0.00	2,003.00		2,002.00	1.00
Class 8	0.00	0.00	0.00		0.00	0.00
Class 9	<u>56,585.00</u>	<u>10,200.00</u>	<u>66,785.00</u>		<u>32,979.00</u>	<u>33,806.00</u>
	<u>58,588.00</u>	<u>10,200.00</u>		(68,788.00)	<u>34,981.00</u>	<u>33,807.00</u>

Anticipated Fund Balance 12-31-2004 4,091.99



9/24/2004

FY 2004  
Budget Amendments/Revisions  
Sheriff Civil Charges (2540)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	4/6/2004	71100	Outside Services	1,453		Establish budget for personnel testing	
2	5/27/2004	71100	Outside Services	550		Establish budget for personnel testing	
3	7/23/2004	91200	Buildings & Improvements	175		Establish budget for soil testing at north substation	
4	7/27/2004	91200	Buildings & Improvements	1,000		Engineering services for north substation onsite sewage treatment system	
5	8/5/2004	91200	Buildings & Improvements	44,650		Start-up costs for north substation	
6	8/24/2004	91300	Machinery & Equipment	10,760		Computer voice stress analyzer	
7	9/23/2004	91300	Machinery & Equipment	10,200		Digital video surveillance system, wall mount, lenses, cable	

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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October Session of the October Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

19<sup>th</sup> day of October

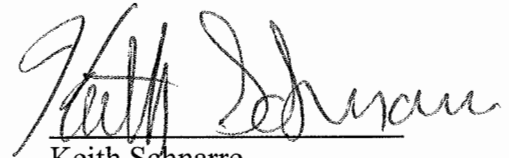
20 04

the following, among other proceedings, were had, viz:

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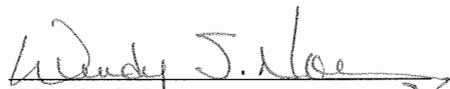
- To waive the sight distance requirement and allow a 20-foot variance from the required 205-foot sight distance for the building location on the south side of Lloyd Hudson Road due to low traffic volume and topographic layout of the building site.

Done this 19<sup>th</sup> day of October, 2004.



Keith Schnarre  
Presiding Commissioner

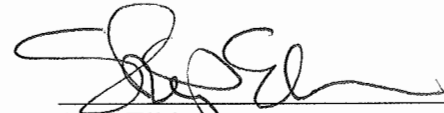
ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**From:** Natalie Meighan  
**To:** Shawna Victor  
**Date:** 10/12/04 6:23PM  
**Subject:** Variance Information

Here is the info for Thursday's meeting. Let me know if you have any questions.

1. Hemme Construction - Hinkson Heights, Lot 34 434A-2004

To waive the requirement of 10 feet distance between driveways and allow for Hinkson Heights, Lot 34, Bellview Drive, seven separate driveways to be placed four feet 9 inches apart.

2. Riverside Farms - Lloyd Hudson Road 435A-2004

To waive the sight distance requirement and allow a 20-foot variance from the required 205-foot sight distance for the building location on the south side of Lloyd Hudson Road due to low traffic volume and topographic layout of the building site.

3. Zane Cobb - Quarter Mile Drive

This request was denied and requires no action from the Commission at this time. Please remove from the agenda.

4. 4-Rays Lawn and Garden - Brock Rogers Road

This request was denied and requires no action from the Commission at this time. Please remove from the agenda.

**CC:** David Mink; John Watkins

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STATE OF MISSOURI

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October Session of the October Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

19<sup>th</sup>

day of October

20 04

the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

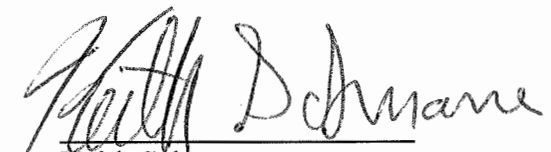
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1123-86800: Emergency	\$4,700.00	
1230-92301: Jury Services – Replacement Computer Hardware		\$4,700.00

Said budget revision is to cover the costs of a Codec 6000 (video conference equipment).

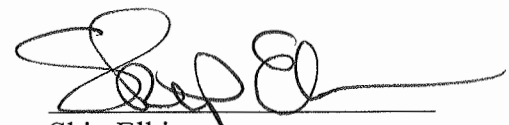
Done this 19<sup>th</sup> day of October, 2004.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# REQUEST FOR BUDGET REVISION

## BOONE COUNTY, MISSOURI RECEIVED

10/12/04  
EFFECTIVE DATE

OCT 12 2004

FOR AUDITORS USE

436-2004

Department				Account					BOONE COUNTY AUDITOR	Department Name	Account Name	(Use whole \$ amounts)	
												Transfer From	Transfer To
											Decrease	Increase	
1	1	2	3	8	6	8	0	0	Emergency	██████████	\$4,700.00		
1	2	3	0	9	2	3	0	1	Jury Services	Replace Computer Hardware		\$4,700.00	

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): This budget revision is to cover the costs of an unbudgeted purchase of a Codec 6000.

*Codec 6000 (video conf equip)*

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year?  YES  NO  
If not, please explain (use an attachment if necessary):

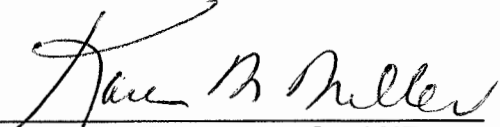
  
Requesting Official

-----  
TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

  
Auditor's Office

  
PRESIDING COMMISSIONER

  
DISTRICT I COMMISSIONER

  
DISTRICT II COMMISSIONER

**From:** June Pitchford  
**To:** Michael Mallicoat; Skip Elkin  
**Date:** 10/8/04 10:34AM  
**Subject:** Computer hardware replacement at Jail for Video Arraignment

Mike and Skip--

Kathy Lloyd explained to me the need to replace computer hardware at the jail in order to complete the replacement/upgrade of the video arraignment system which was budgeted in Dept. 1230 in FY 2004. Had we known this existing hardware was not fiber-capable and would need to be replaced, we would have included the cost of its replacement in the original #1230 appropriation.

According to my understanding, an acceptable solution has been worked out with the vendor of the new system to provide the appropriate hardware at an exceptional price (a demo, I believe) as well as to include it in the annual maintenance agreement. I referred Kathy to Purchasing to determine if a contract amendment is needed and also to obtain the necessary sole source or emergency procurement approvals.

Regarding the funding for this purchase-- Kathy indicated that there are unspent project funds remaining in the 1230 budget, but that some additional funds will be needed. I advised her to prepare a budget revision request from Emergency for the difference. This will allow us to account for all of the costs of the video upgrade replacement within the general fund (Dept. #1230).

Kathy plans to have this item ready for commission consideration on next Thursday's agenda.

Thanks,  
June

**CC:** Diana Manlove; Karen Frederick; Kathy Lloyd; Sue Lake

10/12/04

# PURCHASE REQUISITION

## BOONE COUNTY, MISSOURI

DATE

8258

INTEGRATED SOLUTIONS GROUP

VENDOR NO.

VENDOR NAME

PHONE #

AN AFFILIATE OF COMPUTERLAND 1101 HUTCHENS DR # A

COLUMBIA, MO 65203-0000

ADDRESS

CITY

STATE

ZIP

### BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.  
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (<\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

**Transaction Not Subject To Bidding For The Following Reason:**

- Utility
- Travel
- Dues
- Refund
- Cooperative Agreement
- Other (Explain):
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

RECEIVED

# 49-28 FEB 05

OCT 12 2004

(Enter Applicable Bid / Sole Source / Emergency Number)

BOONE COUNTY AUDITOR

Ship To Department #

Bill To Department #

Department	Account	Item Description	Qty	Unit Price	Amount
1230	92301	Tandberg 6000 Codec			\$6,000.00
<b>\$6,000.00</b>					

COPY

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

*Kathy [Signature]*  
Requesting Official

*KF (pending budget revision approval)*  
Auditor Approval



**Integrated Solutions Group, Inc.**

1400 Forum Blvd.  
 Suite 19B  
 Columbia, MO 65203  
 Phone: 573-446-8881 Fax: 573-446-8896

**Quote**

Number: MJ-1543

Date: 10/12/2004

**To:**  
 Trudy Fisher  
 Boone County of  
 801 E. Walnut Street, Suite 221  
 Columbia, MO 65201

**Ship To:**  
 Trudy Fisher  
 Boone County of  
 801 E. Walnut Street, Suite 221  
 Columbia MO - 65201

Phone: (573)815-4315

Srl	Mfr. Part	Description	Price	Qty.	Extended
1	Tandburg-6000	Tandberg 6000 Codec (DEMO UNIT) price reduced by Tandberg.	\$6,000.00	1	\$6,000.00
2	Install	Install by ISG. 1 year service contract will be transferred from the 2500 Codec at the Jail to the 6000 Codec. (includes renewal options as per BID) The 6000 will replace the 2500 unit at the Jail and the new 3000 unit will be installed at the Court House per the original BID and configured to run over IP (fiber) .	\$0.00	1	\$0.00

**Package/Bundle Total \$6,000.00**

**2 item(s) Sub-Total \$6,000.00**

**Tax @ 7.35% \$0.00**

**Total \$6,000.00**

Terms and Conditions

Payment Details

Company PO [ dated: valid till: ]  
 Payment Term 15 days

Shipping Details and Delivery

Shipping Via UPS Ground

Prepared by: Matt Jost  mjost@isgcolumbia.com  573-446-7920



2004 CLASS 9

Dept-Account	Description	Original Budget Amount	Budget Revision Date	Budget Revision Amount	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
<b>Jury Services/Court Costs</b>										
1230-91000	copy machine - desktop	600			600			4-28-2004	409	191
	Total	<u>600</u>		<u>0</u>	<u>600</u>		<u>0</u>		<u>409</u>	<u>191</u>
1230-91100	mini bellman cart	475			475			2-9-2004	470	5
	Total	<u>475</u>		<u>0</u>	<u>475</u>		<u>0</u>		<u>470</u>	<u>5</u>
1230-91302	report management software support - court marshal	975			975			4-13-2004	849	126
	Total	<u>975</u>		<u>0</u>	<u>975</u>		<u>0</u>		<u>849</u>	<u>126</u>
1230-92301	upgrade video conferencing equipment	14,000			14,000	7-2-2004	12,700			1,300
1230-92301	Budget Revision moving funds from Emergency		10-12-2004	4,700	4,700					4,700
1230-92301	Tandberg 6000 Codec (video conference equip) (added 10-12-2004)					10-12-2004	6,000			(6,000)
	Total	<u>14,000</u>		<u>4,700</u>	<u>18,700</u>		<u>18,700</u>		<u>0</u>	<u>0</u>
	Total Jury Services/Court Costs	<u>16,050</u>		<u>4,700</u>	<u>20,750</u>		<u>18,700</u>		<u>1,728</u>	<u>322</u>

Purchase of Tandberg 6000 Codec:  
Less: Funds Available for Purchase  
Remaining for Emergency Funds to Cover

\$6,000.00  
(\$1,300.00)  
\$4,700.00

2004 Emergency Fund  
1123-86800

<u>DATE</u>	<u>DEPARTMENT</u>	<u>DEPT. NO.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>BALANCE</u>	<u>DESCRIPTION</u>
1/1/2004	Original budget			650,000	650,000	Original budget
4/20/2004	Commission Office	1121	91100	(1,335)	648,665	Commission chambers desk
6/4/2004	Human Resources	1115	92100	(650)	648,015	chair for HR director
6/17/2004	Non-Departmental	1190	71100	(1,140)	646,875	real estate appraisal
7/29/2004	County Counselor	1126	10100	(1,600)	645,275	Increase pos #664 Secretary from .5 FTE to .6 FTE
8/31/2004	County Counselor	1126	71105	(10,000)	635,275	Additional legal services
9/24/2004	Insurance & Safety	1191	71008	(8,610)	626,665	Tail insurance coverage for Dr. Allan
10/12/2004	Jury Services & Court Costs	1230	92301	(4,700)	621,965	Purchase unbudgeted Codec 6000 (video conference equip)
			Total Revisions	<u>(28,035)</u>		

10/12/2004

FY 2004  
Budget Amendments/Revisions  
**Jury Services & Court Costs (1230)**

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>
1	10/12/2004	1123-86800	Emergency		4,700	Purchase unbudgeted Codec 6000 (video conference equip)
		1230-92301	Replace Computer Hardware	4,700		

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

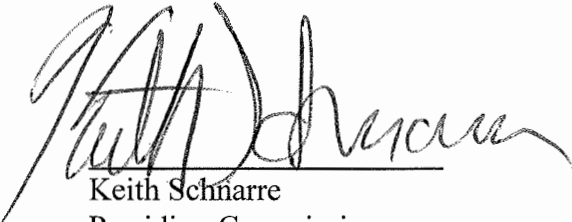
October Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 19<sup>th</sup> day of October 20 04

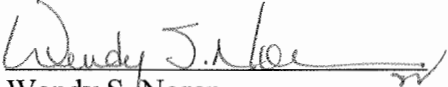
the following, among other proceedings, were had, viz:

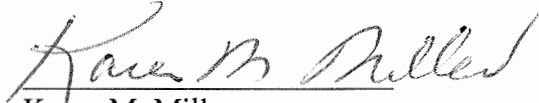
Now on this day the County Commission of the County of Boone does hereby approve the General Consultant Services Agreement with Malicoat-Winslow Engineers, P.C. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.


Done this 19<sup>th</sup> day of October, 2004.

  
Keith Scharre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

## GENERAL CONSULTANT SERVICES AGREEMENT

437-2004

**THIS AGREEMENT** dated this 19 day of October, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Malicoat-Winslow Engineers, P.C. (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement



and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** - When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

# MALICOAT-WINSLOW ENGINEERS, P.C.

5649 NORTH CLEARVIEW ROAD  
COLUMBIA, MISSOURI 65202

## FAX

DATE: October 7, 2004  
PROJECT #:

TO: Natalie  
Boone County Public Works

SUBJECT: Hourly Rates

### COMMENTS/REMARKS:

The following are Malicoat-Winslow Engineer's hourly rates:

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Admin: \$40.00/hour

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Cadd Tech: \$50.00/hour

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Engineer in Training: \$70.00/hour

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Professional Engineer: \$80.00/hour

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Principal Engineer: \$95.00/hour

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Thanks

FROM: Beverly Thomas

TEL 573-875-1300 ext 31

FAX 573-875-1305

email [info@mwengrs.com](mailto:info@mwengrs.com)

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

MALICOAT-WINSLOW ENGINEERS, P.C.

By [Signature]

Title PROJECT ENGINEER

Dated: 10/13/04

BOONE COUNTY, MISSOURI

By [Signature]

Keith Schnarre, Presiding Commissioner

Dated: 19 OCTOBER 2004

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature] 10/2/04  
Director, Boone County Public Works

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

[Signature] 10/12/04  
Auditor Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 04

County of Boone

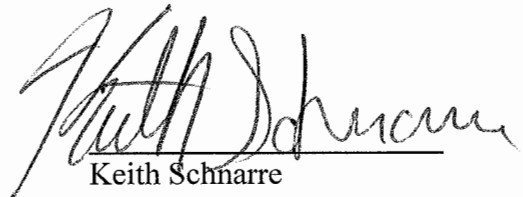
In the County Commission of said county, on the

19<sup>th</sup> day of October 20 04

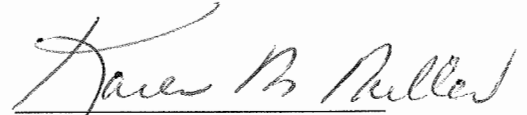
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request from the Boone County Public Works Department for an extended leave of absence without pay for Everett Sapp for the period beginning on October 20, 2004 and extending through January 18, 2005, per the Boone County Personnel Policy Manual, section 5.7.

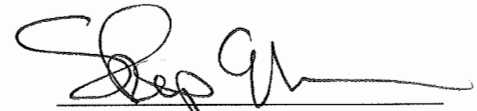
Done this 19<sup>th</sup> day of October, 2004.



Keith Schnarre  
Presiding Commissioner

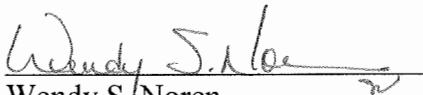


Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission

# Boone County Public Works

**David W. Mink, P.E.**

Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South  
Columbia, Missouri 65201-9711

(573) 449-8515 ext (223)

FAX (573) 875-1602

EMAIL: [dmink@boonecountymo.org](mailto:dmink@boonecountymo.org)

[www.boonecountymo.org](http://www.boonecountymo.org)

438-2004

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Date: October 14, 2004

To: County Commission

From: David Mink

Subject: Extended Leave of Absence for Everett Sapp

---

In accordance with the Boone County Personnel Policy Manual, section 5.7, Public Works requests an extended leave of absence without pay for Mr. Everett Sapp for a period of approximately 3 months beginning on October 20, 2004 and extending through January 26, 2005. Mr. Sapp has provided a Doctor's statement in support of this request. He has been on leave under provisions of the Family Medical Leave Act since July 26, 2004. His FMLA leave will end on October 19, 2004. At the end of the requested extension, a determination will need to be made regarding Mr. Sapp's employment status with the County.

# Boone County Public Works

**David W. Mink, P.E.**

Director of Public Works

- ❖ Maintenance Operations Division
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Date: October 14, 2004  
To: County Commission  
From: David Mink  
Subject: Extended Leave of Absence for Everett Sapp

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In accordance with the Boone County Personnel Policy Manual, section 5.7, Public Works requests an extended leave of absence without pay for Mr. Everett Sapp for a period of approximately 3 months beginning on October 20, 2004 and extending through January 26, 2005. Mr. Sapp has provided a Doctor's statement in support of this request. He has been on leave under provisions of the Family Medical Leave Act since July 26, 2004. His FMLA leave will end on October 19, 2004. At the end of the requested extension, a determination will need to be made regarding Mr. Sapp's employment status with the County.

# Boone County Public Works

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---

Date: October 14, 2004

To: County Commission

From: David Mink

Subject: Request to Over Hire, Position # 16, MW IV

---

The Department of Public Works requests permission to over hire in Maintenance Worker IV position #16. The incumbent in this position has been on leave without pay under the provisions of the Family and Medical Leave Act since July 26, 2004. He is currently pursuing a long term disability designation. Consistent with the Doctor's statement which has been provided, the incumbent has indicated that he does not anticipate being able to return to work at any time in the future.



# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned Term. 20 04

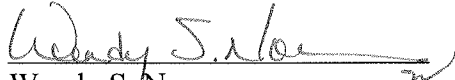
In the County Commission of said county, on the 19<sup>th</sup> day of October 20 04

the following, among other proceedings, were had, viz:

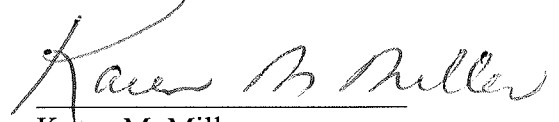
Now on this day the County Commission of the County of Boone does hereby approve the request from the Boone County Department of Public Works to over hire in Maintenance Worker IV position # 16, while the incumbent in this position pursues a long term disability designation.

Done this 19<sup>th</sup> day of October, 2004.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Public Works

**David W. Mink, P.E.**

Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



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439-2004

---

Date: October 14, 2004

To: County Commission

From: David Mink

Subject: Request to Over Hire, Position # 16, MW IV

---

The Department of Public Works requests permission to over hire in Maintenance Worker IV position #16. The incumbent in this position has been on leave without pay under the provisions of the Family and Medical Leave Act since July 26, 2004. He is currently pursuing a long term disability designation. Consistent with the Doctor's statement which has been provided, the incumbent has indicated that he does not anticipate being able to return to work at any time in the future.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

October Session of the October Adjourned

Term. 20 04

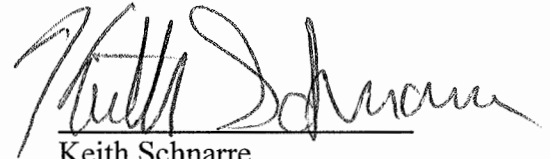
In the County Commission of said county, on the

19<sup>th</sup> day of October 20 04

the following, among other proceedings, were had, viz:

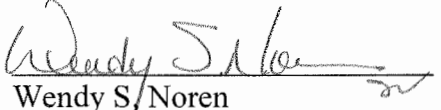
Now on this day the County Commission of the County of Boone does hereby set the E911 tax levy at 2% of the tariff rate, the level at which it is currently maintained.

Done this 19<sup>th</sup> day of October, 2004.

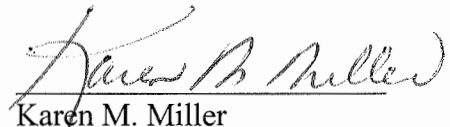


Keith Schnarre  
 Presiding Commissioner

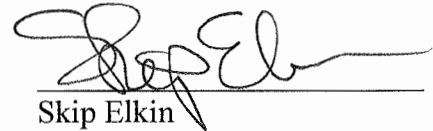
ATTEST:



Wendy S. Noren  
 Clerk of the County Commission



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

# Missouri Revised Statutes

## Chapter 190 Emergency Services Section 190.310

August 28, 2003

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### **Tax due quarterly--return filed when, content--record retention period--rate determination, notification--collection fee allowed.**

190.310. 1. The tax imposed by sections 190.300 to 190.320 and the amounts required to be collected are due quarterly. The amount of tax collected in one calendar quarter by the service supplier shall be remitted to the governing body no later than sixty days after the close of a calendar quarter. On or before the sixtieth day of each calendar quarter following, a return for the preceding quarter shall be filed with the governing body in such form as the governing body and service supplier shall agree. The service supplier will include the list of any service user refusing to pay the tax imposed by sections 190.300 to 190.320 with each return filing. The service supplier required to file the return shall deliver the return, together with a remittance of the amount of the tax collected under the provisions of sections 190.300 to 190.320. The records shall be maintained for a period of one year from the time the tax is collected.

2. From every remittance to the governing body made on or before the date when the same becomes due, the service supplier required to remit the same shall be entitled to deduct and retain, as a collection fee, an amount equal to two percent thereof.

3. At least once each calendar year, the governing body shall establish a tax rate, not to exceed the amount authorized, that together with any surplus revenues carried forward will produce sufficient revenues to fund the expenditures authorized by sections 190.300 to 190.320. Amounts collected in excess of that necessary within a given year shall be carried forward to subsequent years. The governing body shall make its determination of such tax rate each year no later than September first and shall fix the new rate which shall be collected as provided in sections 190.300 to 190.320. Immediately upon making its determination and fixing the rate, the governing body shall publish in its minutes the new rate, and it shall notify by mail every service supplier registered with it of the new rate. The governing body may require an audit of the service supplier's books and records concerning the collection and remittance of the tax authorized by sections 190.300 to 190.320.

(L. 1981 H.B. 437 § 3, A.L. 1990 H.B. 951)

Effective 6-12-90

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© Copyright



Missouri General Assembly

STATE OF MISSOURI, }  
County of Boone } ss.

September Session of the August Adj. Term, 19 85.

In the County Commission of said county, on the 10th day of September 19 85

the following, among other proceedings, were had, viz:

Now on this day, under the provisions of 190.320 RSMo., the County Commission of Boone County hereby orders an election to be held in said County on Tuesday, the 5th day of November, 1985, to be conducted by the County Clerk in accordance with the provisions of Chapter 115, RSMo.

Be it further ordered that the Commission adopts the Notice of Election and Sample Ballot to be printed in substantially the following form:

NOTICE OF ELECTION

Notice is hereby given to the qualified voters of the County of Boone that the County Commission of said County has called for an election to be held in said County on Tuesday, the 5th day of November, 1985, from and between the hours of six o'clock a.m. and seven o'clock p.m. for the purpose of voting on the Question contained in the following Sample Ballot:

OFFICIAL BALLOT  
COUNTY OF BOONE, STATE OF MISSOURI  
Tuesday, November 5, 1985

Question # 1

May the County of Boone establish an emergency telephone service which shall be known as the 911 Public Safety Answering Service, and impose a telephone tax, not to exceed two per cent (2%) of the rate charged for local services, to finance such service?

YES

NO

This provision will provide enhanced technology for the 911 Emergency Telephone System and extend its availability to the following telephone exchanges: 657, 698, 696, 682 and 687.


The approximate tax per telephone:

Residential: \$2.04 per year  
Business: \$3.36 per year


Done this 9th day of September, 1985.

~~ABSENT~~  
BILLIE TRITSCHLER  
Presiding Commissioner

ATTEST:

  
WENDY S. NOREN  
Clerk of the County Commission

  
DAVID A. HORNER  
District I Commissioner

  
WILLIAM A. GATES  
District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

October Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 19<sup>th</sup> day of October 20 04  
 the following, among other proceedings, were had, viz:

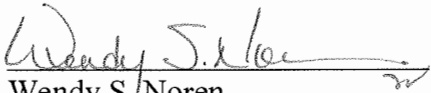
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

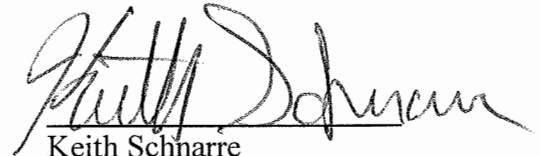
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1123-86800: Emergency	\$3,000.00	
1190-71101: Non- Departmental – Professional Services		\$3,000.00

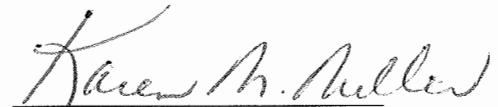
Said budget revision is to establish appropriations for appraisal of property.

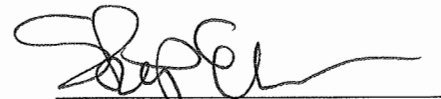
Done this 19<sup>th</sup> day of October, 2004.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET REVISION

441

## BOONE COUNTY, MISSOURI

10/14/2004

**EFFECTIVE DATE**

**FOR AUDITORS USE**

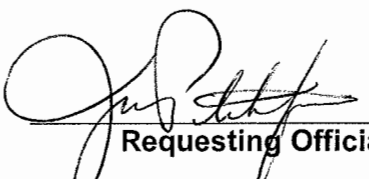
441-2004

(Use whole \$ amounts)

Department				Account					Department Name	Account Name	Transfer From		Transfer To	
											Decrease		Increase	
1	1	2	3	8	6	8	0	0	Emergency	Emergency	3,000			
1	1	9	0	7	1	1	0	1	Non Departmental	Professional Services			3,000	

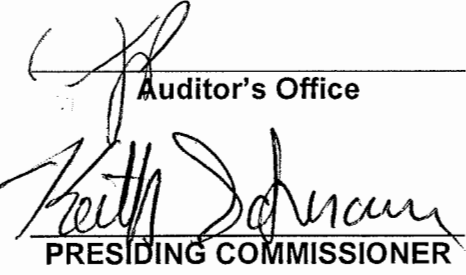
Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **establish appropriation for appraisal of property**

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year?  YES  NO  
 If not, please explain (use an attachment if necessary):


 (per Keith Schram)  
 Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

  
 Auditor's Office  
 PRESIDING COMMISSIONER

  
 DISTRICT I COMMISSIONER

  
 DISTRICT II COMMISSIONER

2004 Emergency Fund  
1123-86800

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	AMOUNT	BALANCE	DESCRIPTION
1/1/2004	Original budget			650,000	650,000	Original budget
4/20/2004	Commission Office	1121	91100	(1,335)	648,665	Commission chambers desk
6/4/2004	Human Resources	1115	92100	(650)	648,015	chair for HR director
6/17/2004	Non-Departmental	1190	71100	(1,140)	646,875	real estate appraisal
7/29/2004	County Counselor	1126	10100	(1,600)	645,275	Increase pos #664 Secretary from .5 FTE to .6 FTE
8/31/2004	County Counselor	1126	71105	(10,000)	635,275	Additional legal services
9/24/2004	Insurance & Safety	1191	71008	(8,610)	626,665	Tail insurance coverage for Dr. Allan
10/12/2004	Jury Services & Court Costs	1230	92301	(4,700)	621,965	Purchase unbudgeted Codec 6000 (video conference equip)
10/14/2004	Non-Departmental	1190	71101	(3,000)	618,965	Real estate Appraisal
Total Revisions				<u>(31,035)</u>		

2004 Contingency Fund  
1123-86850

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	AMOUNT	BALANCE	DESCRIPTION
1/1/2004	Budget-Elections Personnel	1132		51,143	51,143	Original budget
7/12/2004	Election & Registration	1132	71101	(18,000)	33,143	Contractual services for training (instead of new employee)
1/1/2004	Budget-Help Desk Personnel	1170		50,223	50,223	Original budget
9/13/2004	IT	1170		(17,682)	32,541	Help Desk Technician
1/1/2004	Budget-Jail Nurse Personnel	1255		13,354	13,354	Original budget
3/8/2004	Corrections	1255	10100, 10115, 10120, 10200, 10325, 10400	(2,572)	10,782	Pos #599 RN (part-time) - Additional 2 hrs/week
7/12/2004	Corrections	1255	91300	(8,475)	2,307	Corrections medical equipment
Total Original Budget				114,720		
Total Revisions				<u>(46,729)</u>		
Total Remaining Budget				<u>67,991</u>		



10/14/2004

FY 2004  
 Budget Amendments/Revisions  
 Non-Departmental (1190)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	6/17/2004	1123-86800 1190-71100	Emergency Outside Services		1,140	real estate appraisal	
2	8/18/2004	1190-71100 1190-71101	Outside Services Professional Services		1,140	Correct budget revision #2004 43	
3	8/31/2004	1190-91800 1190-91200	Land Buildings	75,000 187,650		Budget amdment- to establish appropriation to purchase property at 217 N. Ninth St. (Jerry's School of Hairstyling)	
4	10/12/2004 10/12/2004	1190-91800 1190-91200	Land Building	315,000 356,000		Budget amendment - to establish appropriation to purchase Guarantee Land Title property , 607 E. Ash; includes \$1,000 for closing costs.	
5	10/14/2004	1190-71101	Professional Services	3,000		Transfer from Emergency to cover cost of appraisal of downtown property	

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

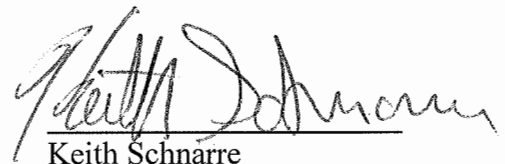
October Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 19<sup>th</sup> day of October 20 04

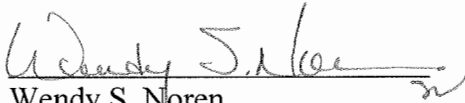
the following, among other proceedings, were had, viz:

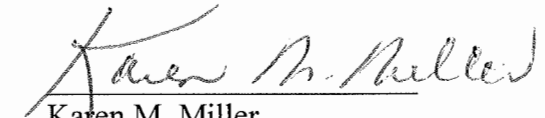
Now on this day the County Commission of the County of Boone does hereby approve the attached order for Abatement of Trash Nuisance for 6100 O'Rear Road, Columbia. It is further ordered that the Presiding Commissioner be hereby authorized to sign said order.

Done this 19<sup>th</sup> day of October, 2004.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Trash Abatement	)	October Session
6100 O'Rear Road	)	October Adjourned
Columbia, Missouri	)	Term 2004
	)	Commission Order No. <u>442-2004</u>

**ORDER FOR ABATEMENT OF TRASH NUISANCE**

**NOW** on this 19<sup>th</sup> day of October, 2004, the County Commission of Boone County, Missouri met in regular session and entered the following order for abatement of trash nuisance:

**WHEREAS**, the Columbia/Boone County Health Department has declared property located at 6100 O'Rear Road, Columbia, MO, a/k/a Lot 27, Hillview Acres Block No. 2 as shown by deed book 1512 page 0610, Boone County records, a public health nuisance under section 6.8.1 of the Boone County Code of Health Regulations and given the owners of said lot notice thereof and opportunity to abate said public nuisance, and

**WHEREAS**, the owners of record for the above mentioned property have not appealed the Health Director's declaration that the above mentioned property is a public health nuisance not complied with the Health Director's order for abatement, and

**WHEREAS**, the County Commission believes that governmental abatement of the said health nuisance is necessary and proper under the circumstances.

**NOW THEREFORE IT IS ORDERED** pursuant to section 6.8.2 of the Boone County Code of Health Regulations that the Health Director abate said nuisance at county expense by government, and

**IT IS FURTHER ORDERED** that the County Counselor seek restitution of the expense of said abatement by legal action as deemed necessary and proper under the circumstances.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH

October 1, 2004

Keith Schnarre-Presiding Commissioner  
Skip Elkin-District 1 Commissioner  
✓Karen Miller-District II Commissioner

RECEIVED

OCT - 5 2004

Boone County Commission

Re-Abatement request

Enclosed is an abatement request to remove an accumulation of trash and debris from property at 6100 O'Rear Road. The owner of the property is Lori Snow. Notices have been sent to his last known address. We have made every possible attempt to notify the owner; our information is the property has been abandoned.

We wish to abate the accumulation of trash at this time. We have received a bid of \$320.00 to haul off the trash.

Sincerely;

Gerald R. Worley  
Environmental Health Manager

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Trash Abatement	)	September Session
6100 O'Rear Road	)	August Adjourned
Columbia, Missouri	)	Term 2004
	)	Commission Order No. _____

**ORDER FOR ABATEMENT OF TRASH NUISANCE**

**NOW** on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, the County Commission of Boone County, Missouri met in regular session and entered the following order for abatement of trash nuisance:

**WHEREAS**, the Columbia/Boone County Health Department has declared property located at 6100 O'Rear Road, Columbia, MO, a/k/a Lot 27, Hillview Acres Block No. 2 as shown by deed book 1512 page 0610, Boone County records, a public health nuisance under section 6.8.1 of the Boone County Code of Health Regulations and given the owners of said lot notice thereof and opportunity to abate said public nuisance, and

**WHEREAS**, the owners of record for the above mentioned property have not appealed the Health Director's declaration that the above mentioned property is a public health nuisance not complied with the Health Director's order for abatement, and

**WHEREAS**, the County Commission believes that governmental abatement of the said health nuisance is necessary and proper under the circumstances.

**NOW THEREFORE IT IS ORDERED** pursuant to section 6.8.2 of the Boone County Code of Health Regulations that the Health Director abate said nuisance at county expense by government, and

**IT IS FURTHER ORDERED** that the County Counselor seek restitution of the expense of said abatement by legal action as deemed necessary and proper under the circumstances.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

ATTEST:

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Boone County Clerk



**INTEROFFICE MEMO**

**TO:** Gerald R. Worley, Environmental Health Manager

**FROM:** Kristine Rinehart, Environmental Health Specialist

**DATE:** September 23, 2004

**SUBJECT:** County Nuisance Abatement – 6100 O’Rear Rd.

The attached is submitted for the Manager's recommendation of abatement due to the existence of **an accumulation of trash** on the premises, constituting a public health nuisance. The property is located at **6100 O’Rear Rd., Columbia, Missouri**. The property is owned by **Lori Snow**. An inspection on **September 1, 2004** revealed a violation of County ordinance **6.5**. A nuisance notice was sent on **September 2, 2004** to **Lori Snow** at **6100 O’Rear Rd, Columbia, Missouri, 65202**. A reinspection on **September 17, 2004** revealed that the nuisance had not been abated. Pictures were taken on **September 23, 2004**. **A friend of the owner called our office with information that the owner has abandoned the property and has left the state of Missouri. Boone Electric shows the electric service to the property was disconnected on September 3, 2004. Our office continues to receive complaints from the neighbors in the area.**

I recommend that we abate and tax bill.

Manager’s recommendation:

Prosecute                       Abate and tax bill

Hold for further review

**Attachments.**

k:\word.env\managerdeclaration

**BID (service only)**



Date:

Job Number:

**TO:**

KRIS

C.O.C. HEALTH DEPT

*We are pleased to submit the following bid:*

**Job Description:** TRASH AT 6100 O REAR

**SERVICE**

HOURS	DESCRIPTION	CHARGES	TOTAL
	HAUL OFF TRASH FROM DRIVE AND BACK		
	DOOR	320.00	320.00
<b>Total service charges:</b>			<b>320.00</b>

Price valid until: \_\_\_\_\_

Attention:

Date: 9/29/04

---

Company: C.O.C. HEALTH DEPT.

---

Number of Pages: 2

---

---

Fax Number: 817-6407

---

Voice Number: 874-7346

---

From: Travis Bleything

---

Company: T.P. MOWING, L.L.C.

---

Fax Number: 474-6597

---

Voice Number: 814-2390

---

Subject:

---

Comments:



# FAX

Date 9-23-04

Number of pages including cover sheet 1

TO: Travis - TP mowing

FROM: K. Arnehart  
Columbia/Boone County  
Health Dept - Env. Health  
P.O. Box 6015  
Columbia, MO 65205

Phone

Fax Phone

Phone 573-874-7346

Fax Phone 573-817-6407

CC:

REMARKS:  Urgent  For your review  Reply ASAP  Please Comment

Travis -

I need a bid for:

- trash removal at 6100 O'Rear  
Road - pile at end of driveway +  
at back door -

Thanks!

Lori Snow  
6100 O'Rear Road – accumulation of trash violation  
TIMELINE

- 08/31/04: citizen complaint received
- 09/01/04: 1<sup>st</sup> inspection conducted
- 09/02/04: notice sent
- 09/17/04: 1<sup>st</sup> reinspection conducted – trash still there
- 09/23/04: pictures taken at ~ 10:00 am



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT

DIVISION OF ENVIRONMENTAL HEALTH

*weeds  
9-17 foll started fresh still there*

Lori Snow  
6100 O'Rear Rd.  
Columbia, MO 65202

An inspection of the property you own located at 6100 O'Rear Rd. (parcel # 12-313-11-01-010.00 01) was conducted on September 1, 2004 and revealed a growth of weeds in excess of 12" tall and trash on the property. Mow entire property to include area between sidewalk and curb, and remove the trash.

This condition is hereby declared to be a nuisance. You are herewith notified that if the above nuisance has not been corrected within **15 days** after the mailing of this notice (see date below), you will be in violation of Boone County Public Nuisance Ordinance Sections 6.5 & 6.7. A re-inspection will be conducted at the end of the 15-day period. If the nuisance has not been corrected by that time, a complaint will be filed against you in the Circuit Court; or we will schedule the nuisance for abatement action by the county, at the owner's expense; or we will both prosecute and schedule for abatement.

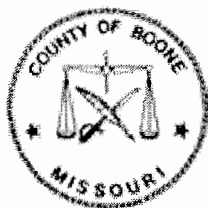
A property owner shall have the right to appeal the decision of the Health Director or health official. The appeal must be made within 15 days of receipt of written notice. Appeals shall be made to the Boone County Commission.

The purpose of these ordinances is to create and maintain a cleaner, healthier community; and your cooperation will be greatly appreciated. If you have any questions, please do not hesitate to contact us. If you are not the owner or person responsible for the care of this property, please call the Department of Health at (573) 874-7346.

Sincerely,

Kristine Rinehart  
Environmental Health Specialist

This notice deposited in the U.S. Mail first class postage paid on the 2 day of September, 2004 by KH.



**Tom Schauwecker  
Boone County Assessor**

Boone County Government Center  
801 East Walnut  
Columbia, MO 65201-7732

(573) 886-4270 Office  
(573) 886-4254 Fax



**Parcel 12-313-11-01-010.00 01**

**Property Location 6100 O'REAR RD**

City **BOONE COUNTY (L1)** Road **COUNTY ROAD DISTRICT (CO)** School **HALLSVILLE (R4)**  
Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **SNOW LORI**  
Address **6100 O'REAR ROAD**  
City, State Zip **COLUMBIA, MO 65202**

Subdivision Plat Book/Page **0010 0092**  
Section/Township/Range **11 49 12**

Legal Description **HILLVIEW ACRES BLK 2  
LOT 27**  
Lot Size **70 x 111**  
Irregular shape **Y**

Deed Book/Page **1512 0610**

*9-104' weeds,  
trash*

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
<b>RI</b>	<b>7,800</b>	<b>34,000</b>	<b>41,800</b>	<b>RI</b>	<b>1,482</b>	<b>6,460</b>	<b>7,942</b>
<b>Totals</b>	<b>7,800</b>	<b>34,000</b>	<b>41,800</b>	<b>Totals</b>	<b>1,482</b>	<b>6,460</b>	<b>7,942</b>

*Previous Year's Tax*

Year **2003** Amount **\$445.32**

**Residence Description**

Year Built **1970 (Estimate)**  
Use **SINGLE FAMILY (101)**

Basement	<b>NONE (1)</b>	Attic	<b>NONE (1)</b>
Bedrooms	<b>3</b>	Main Area	<b>988</b>
Full Bath	<b>1</b>	Finished Basement Area	<b>0</b>
Half Bath	<b>0</b>		
Total Rooms	<b>5</b>	Total Square Feet	<b>988</b>

[www.ShowMeBoone.com](http://www.ShowMeBoone.com), Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

SEP - 2 2004

# BOONE COUNTY COMPLAINTS

Time: 8:00 Date: 8-31-04 Received by: UM  
Name: Molly Oizer (6008) - 696-0629  
Address: 6160 O near rd. Phone: \_\_\_\_\_

Complaints:  Sewage  Food Service  
 Water  Lodging  
 Safety/Health  Trash  
 Dumpsites  Weeds  
 Others \_\_\_\_\_

Requested Information:  Water Systems  
 Sewage Disposal Systems  
 Food (Restaurant/Sales/Distribution, Care, Etc.)  
 Other \_\_\_\_\_

Requested Inspection:  Sewage Disposal  Water  
 Restaurant  Institutions  
 School  USDA Slaughter  
 Daycare  Taverns  
 Other \_\_\_\_\_  Bar-Liquor License

Directions and/or Miscellaneous Information

*weeds, trash*

*9-1-04 weeds, trash*

GENERAL WARRANTY DEED

610

Filed for record March 29, 1999 at 8:15:43 AM in Boone Co. Mo. Document No. 7550 recorded in Book 1512 Page 610

THIS DEED, Made and entered into this 25th day of March, 1999, by and between JOHN MILLER, A SINGLE PERSON

party or parties of the first part of BOONE County, State of Missouri, grantor(s) and LORI SNOW, A SINGLE PERSON

party or parties of the second part of BOONE County, State of Missouri, grantee(s).

Grantee's Mailing Address is 6100 O'REAR RD. COLUMBIA, MO 65202

WITNESSETH, that the said party or parties of the first part, in consideration of the sum of Ten Dollars and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said party or parties of the second part the following described Real Estate, situated in the County of BOONE, State of Missouri, to-wit:

LOT TWENTY-SEVEN (27) OF HILLVIEW ACRES BLOCK NO. 2 AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 10, PAGE 92, RECORDS OF BOONE COUNTY, MISSOURI.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD THE SAME, together with all the rights, immunities, privileges, and appurtenances thereunto belonging unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 1999 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

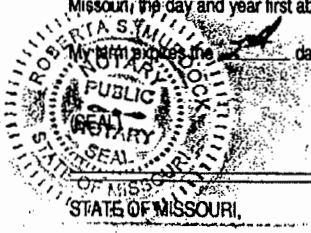
JOHN MILLER (signature)

STATE OF MISSOURI } COUNTY OF PHELPS } ss

On this 19th day of March, 1999, before me personally appeared JOHN MILLER, A SINGLE PERSON

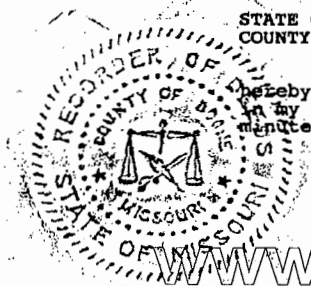
to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Phelps County, Missouri, the day and year first above written.



My hand and official seal this 27th day of December, 1999.

Roberta S. Murdock (signature) signed Roberta S. Murdock



STATE OF MISSOURI ) COUNTY OF BOONE ) ss.

Document No. 7550

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 29th day of March, 1999 at 8 o'clock and 15:43 minutes AM and is truly recorded in Book 1512 Page 610.

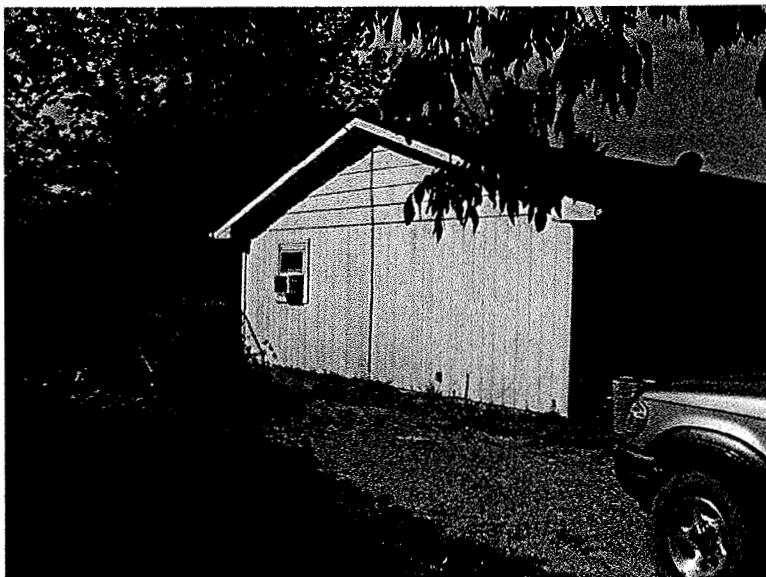
Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS by Nora Nitzel deputy

taken 9/23/04 at ~ 10:00 am  
6100 O'Rear Road



taken 9/23/04 at ~ 10:00 am  
6100 O'Rear Road





# CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

19<sup>th</sup> day of October 20 04

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the Warranty Deed from the Boone County Fire Protection District. Said Deed shall be recorded in the Boone County Recorder of Deeds Office.

Done this 19<sup>th</sup> day of October, 2004.

Keith Schnarre  
Presiding Commissioner

ATTEST:

Wendy S. Noren  
Clerk of the County Commission

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner



Recorded in Boone County, Missouri

Date and Time: 12/22/2004 at 10:16:37 AM

Instrument #: 2004036886 Book: 02643 Page: 0068

Grantor: BOONE COUNTY FIRE PROTECTION DISTRICT

Grantee: BOONE COUNTY

Instrument Type: WD  
Recording Fee: \$30.00  
No. of Pages: 3

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



## WARRANTY DEED

THIS DEED, Made and entered into this 14 day of October, 2004 by and between Boone County Fire Protection District, of Boone County, State of Missouri, party of the first part, Grantor, and Boone County, Missouri, Grantee,

Grantee's mailing address is: 801 East Walnut, Columbia MO 65203  
of Boone County, State of Missouri party of the second part;

WITNESSETH, That the said party of the First Part, for and in consideration of the sum of ten dollars and other valuable considerations paid by the said party of the Second Part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said party of the Second Part, the following described real estate situated in the County of Boone, in the State of Missouri, to-wit:

See Exhibit A

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said party or parties of the Second Part, and its successors and assigns forever; the said party or parties of the first part hereby covenanting that said party or parties and the successors of such party or parties shall and will warrant and defend the title to the premises unto the said party or parties of the Second Part, and to its successors and assigns of such party or parties forever, against the lawful claims of all persons whomsoever.

Subject to taxes, is any, for the year 2004 and years thereafter.

IN WITNESS WHEREOF, the said party of the First Part has hereunto set its hand on the day and year first above written.

443-2004

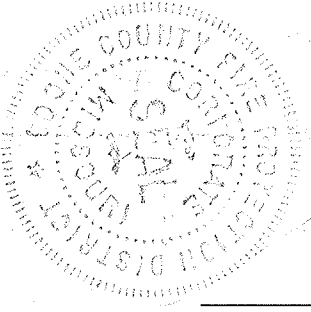
ATTEST:

BOONE COUNTY FIRE PROTECTION DISTRICT

Sharon K. Curry  
SECRETARY SHARON K. CURRY

By: Willis Smith  
Willis Smith, Chairman  
Board of Directors

(Seal)



STATE OF MISSOURI )  
 )SS.  
COUNTY OF BOONE )

On this 14 day of OCTOBER, 2004 before me personally appeared WILLIS SMITH, CHAIRMAN, BOARD OF DIRECTORS to me personally known, who, being by me duly sworn, did say that he is the Chairman, Board of Directors of BOONE COUNTY FIRE PROTECTION DISTRICT and that the said instrument was signed and sealed in behalf of said BOONE COUNTY FIRE PROTECTION and the said instrument was signed and sealed in behalf of said BOONE COUNTY FIRE PROTECTION DISTRICT by authority of its Board of Directors, and the said Chairman acknowledged said instrument to be the free act and deed of said BOONE COUNTY FIRE PROTECTION DISTRICT.

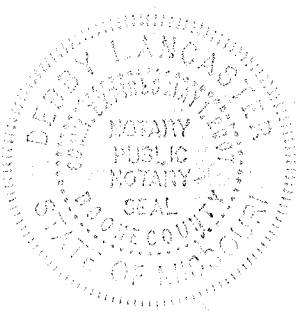
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the county and state aforesaid, on the day and year first above written.

My commission expires:

DEBBY LANCASTER  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Boone County  
My Commission Expires May 1, 2007

(Seal)

Debbie Lancaster  
Notary Public, DEBBY LANCASTER



**EXHIBIT A**

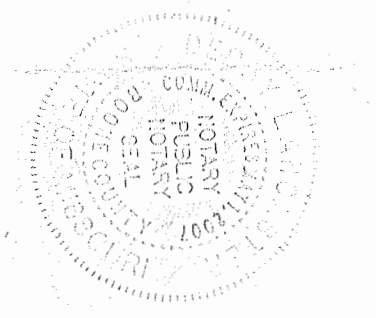
A tract of land in the east ½ of the southeast ¼ of Section 29, Township 48 North, Range 12 West, Boone County, Missouri, being part of TURNER STATION SUBDIVISION, a subdivision as shown on the Plat recorded in Plat Book 11, Page 128 of the Boone County, Missouri records and being part of TRACT B as shown on the survey recorded in Book 986, Page 776 of said records. This tract of land is described as follows:

Starting at the southeast corner of Section 29, Township 48 North, Range 13 West, Boone County, Missouri; thence N 0° 46' 30" E, along the east line of said Section, 1397.29 feet to the centerline of the an abandoned railroad as shown by said survey; thence N 84° 43' 00" W, along said centerline, 50.16 feet to the beginning being on a line parallel with and 50 feet west of as measured perpendicular to said east line; from the beginning, S 0° 46' 30" W, along said parallel line, 160.50 feet; thence N 84° 43' 00" W, parallel with said centerline, 212.62 feet; thence N 5° 17' 00" E 160.00 feet to said centerline of said abandoned railroad; thence S 84° 43' 00" E, along said centerline, 200.00 feet to the beginning and containing 0.758 acre.

Reserving the north and east 20 feet of the above described tract of land as an easement for trail purposes.

Also granting a non-exclusive access easement over and across the lands 40 feet south of and adjacent to the South line of the above described 0.758 acre tract.

Subject to easements and restrictions of record.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.


October Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 19<sup>th</sup> day of October 20 04

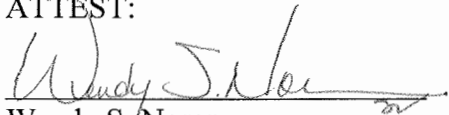
the following, among other proceedings, were had, viz:

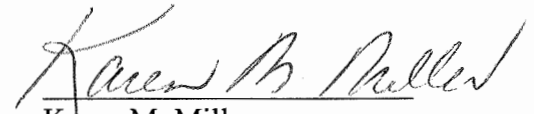
Now on this day the County Commission of the County of Boone does hereby award bid 74-12OCT04 Summers Lane Neighborhood Improvement Project to Christensen Construction Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 19<sup>th</sup> day of October, 2004.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

Heather Turner, CPPB  
Buyer



601 E. Walnut, Room 209  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

443A-2004

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## MEMORANDUM

TO: Boone County Commission  
FROM: Heather Turner, CPPB  
DATE: October 15, 2004  
RE: 74-12OCT04 Summers Lane Neighborhood Improvement Project

The Bid for Summers Lane Neighborhood Improvement Project closed on October 12, 2004. Two bids were received. Purchasing and the Public Work's department recommend award to Christensen Construction Co. for submitting the low bid.

Total cost of contract is \$59,005.50 with a 5% contingency of \$2,950.28 for a total Purchase Order amount of \$61,955.78. This contract will be paid out of department 5210 – Summers Lane Road NID, account number 71100 – Outside Services. The original budget was \$82,425.00.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Jane Morris, Public Works  
John Watkins, Public Works  
David Mink, Public Works  
Bid File

# Bid Tabulation

## 74-12OCT04 - Summers Lane Neighborhood Improvement Project

5.1.	Description of work	Unit	# of Units	APAC		Christensen Const.	
				Unit Price	Cost	Unit Price	Cost
	Mobilization	LS	1	\$ 3,725.00	\$ 3,725.00	\$ 1,000.00	\$ 1,000.00
	Type 1 Aggregate Base (Rollstone) for Roadway, 1½" average. Used to create crown in roadway and driveway	Ton	370	\$ 24.00	\$ 8,880.00	\$ 17.80	\$ 6,586.00
	Type 2 Aggregate Base (2½" Minus) for Roadway Buildup in are outside existing roadbed - To be used only if unsuitable areas are found.	Ton	60	\$ 28.00	\$ 1,680.00	\$ 20.00	\$ 1,200.00
	Asphalt Plant Bituminous Base	Ton	731	\$ 36.25	\$ 26,498.75	\$ 42.00	\$ 30,702.00
	Asphalt Surface Course (1½") -	Ton	305	\$ 46.25	\$ 14,106.25	\$ 43.50	\$ 13,267.50
	Restoration	LS	1	\$ 11,425.00	\$ 11,425.00	\$ 5,500.00	\$ 5,500.00
	Traffic Control	LS	1	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00
	<b>BID TOTAL</b>				\$ 66,815.00		\$ 59,005.50
	Qualifications				Yes		Yes
	Anti-Collusion Statement				Yes		Yes
	Signature & Identity				Yes		Yes
	Bidders Acknowledgment				Yes		Yes
	Bid Bond				Yes		Yes

No Bid

PURC

10/14/04

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

6136

Christensen Construction Co.

To: County Clerk's Office

VENDOR NO.

VENDOR NAME

Comm Order # 443A2004

ADDRESS

CITY

Return to Auditor's Office

### BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements. Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

#### Transaction Not Subject To Bidding For The Following Reason:

- Utility
- Travel
- Dues
- Refund
- Cooperative Agreement
- Other (Explain):
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

#74-12OCT04

(Enter Applicable Bid / Sole Source / Emergency Number)

Bill To Department # 5210

Ship To Department # 5210

Department	Account	Item Description	Qty	Unit Price	Amount
5 2 1 0	7 1 1 0 0	Base Bid Summers Lane Neighborhood Improvement Project	1	59005.50	59005.50
		5% Contingency			2950.28
		<b>Total</b>			<b>61955.78</b>

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Requesting Official

Auditor Approval



CONTRACT AGREEMENT

443A-2004  
~~433-2004~~

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Christensen Construction Co.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 74-12OCT04**  
**Summers Lane Neighborhood Improvement Project**  
Project No. 9643  
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$59,005.50.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 11
19. Boone County Standard Terms and Conditions
20. Construction Plans

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

**Fifty Nine Thousand Five Dollars and Fifty Cents (\$59,005.50)**

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 19 OCT 2004 at  
Columbia, Missouri. (Date)

OWNER/BOONE COUNTY, MISSOURI  
By: [Signature]  
Keith Schnarre, Presiding Commissioner

ATTEST:

[Signature]  
Wendy Norep, County Clerk *sv*

CONTRACTOR: Christensen Construction Co.

By: [Signature]  
Authorized Representative Signature

By: KENNY KNIPP  
Authorized Representative Printed Name

Title: BUSINESS MANAGER

Approved as to Legal Form:

[Signature]  
John Patton  
Boone County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

5210/71100 - \$59,005.50

[Signature] 10/18/04  
Signature Date Appropriation Account