

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the 10th day of May 20 05

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

Now on this day the County Commission of the County of Boone does hereby award bid 34-26APR05 for Ready Mix Concrete/Cement – Term and Supply as follows and authorize the Presiding Commissioner to sign said contracts:

- Primary Supplier – Central Concrete
- Secondary Supplier – Columbia Ready Mix

Done this 10th day of May, 2005.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

203-2005

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: May 2, 2005
RE: 34-26APR05 – Ready Mix Concrete/Cement – Term and Supply

The Bid for the Concrete/Cement Term and Supply closed on April 26, 2005. Two bids were received. Purchasing and the Public Work's department recommend award to Central Concrete as the primary contractor and Columbia Ready Mix as the secondary contractor.

This Term & Supply contract will be paid out of department 2040 - PW Maintenance Operations, account number 26000 - Road and Bridge Fund. The original budget is for \$120,000.

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

ATT: Bid Tabulation

cc: David Mink, Public Works
Bid File

Bid Tabulation

34-26APR05 - Concrete/Cement Term and Supply

4.7. PRICING - READY MIX CONCRETE				Central Concrete		Columbia Ready Mix	
	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Unit Price	Extended Price
4.7.1.	Five (5) Bag Mix, 3500 PSI 28 Days	100 cubic yards	cubic yard	46.00	\$ 4,600.00	\$ 56.65	\$ 5,665.00
4.7.2.	Six (6) Bag Mix, 4500 PSI 28 Days	600 cubic yards	cubic yard	48.50	\$29,100.00	\$ 59.65	\$ 35,790.00
4.7.3	3500PSI in 3 hours (8 Bag Mix, Minimum - High Early) without Transportation	100 cubic yards	cubic yard	54.75	\$ 5,475.00	\$ 61.25	\$ 6,125.00
4.7.4.	Maximum Delivery Time Included in Cost		hours	2 hrs		1 hr	
4.7.5	Transportation						
4.7.5.1	Full Load Rate>3CY/full load			19.00		\$ 15.75	
4.7.5.2	Short Load Rate						
4.7.5.2.1	Less than one yard			1yrd min		\$ 40.00	
4.7.5.2.2	1- 1/4 to 2 yards			\$ 25.00		\$ 40.00	
4.7.5.2.3	2-1/4 to 3 yards			\$ 25.00		\$ 40.00	
4.7.5.2.4	Holding Charges			25.00/hr		\$ 55.00	
4.7.5.3	Stop Rate (charge to stop at other job sites to complete the delivery over _____ mile apart (Bidder must complete the mileage blank)			2 mile/\$20.00		5 mile/\$27.50	
4.7.6	Extra Charges						
4.7.6.1	Winter Service (Hot Water) Add		cubic yard	\$ 3.00		\$ 3.00	

Bid Tabulation

**34-26APR05 - Concrete/Cement Term
and Supply**

4.7. PRICING - READY MIX CONCRETE				Central Concrete		Columbia Ready Mix	
4.7.6.2	Calcium Chloride, 1/2% Add		cubic yard	\$ 0.75		\$ 0.75	
4.7.6.3	Calcium Chloride, 1% Add		cubic yard	\$ 1.50		\$ 1.50	
4.7.6.4	Calcium Chloride, 2% Add		cubic yard	\$ 3.00		\$ 3.00	
4.7.6.5	Summertime Retarder Add		cubic yard	\$ 4.00		\$ 2.50	
4.7.6.6	Indicate any additional charges not included above.			No Response		No Response	

Bid Tabulation

34-26APR05 - Concrete/Cement Term and Supply

4.7.	PRICING - READY MIX CONCRETE			Central Concrete		Columbia Ready Mix	
4.8.	PRICING - MISCELLANEOUS MATERIALS						
	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Unit Price	Extended Price
4.8.1.	Reinforcing Steel Rod. 1/2 X 20'	400	each	5.00	\$ 2,000.00	\$ 5.95	\$ 2,380.00
4.8.2.	Wire Mesh, 10 ga. 6" x 6" mesh	10	each	n/a	n/a	\$ 75.00	\$ 750.00
4.8.3.	Expansion Board, 1/2" x 4" x 5'	100	each	1.75	\$ 175.00	\$ 2.15	\$ 215.00
4.8.4.	Reinforcing Steel Rod, 5/8" x 20'	200	each	n/a	n/a	\$ 7.50	\$ 1,500.00
4.8.5.	Reinforcing Steel Rod, 3/4" x 20'	200	each	n/a	n/a	n/a	n/a
4.8.6.	5" Loop Ties (5,000 per Roll)	5	per roll	n/a	n/a	\$ 55.00	\$ 275.00
4.8.7.	7" Loop Ties (5,000 per Roll)	5	per roll	n/a	n/a	\$ 75.00	\$ 375.00
4.8.8.	9" Loop Ties (5,000 per Roll)	5	per roll	n/a	n/a	\$ 75.00	\$ 375.00
4.10.	Co-op			no		no	
4.11.	Delivery Days After Receipt of Order:			12-24 hr notice		1 day	
4.12.	Maximum Percentage Increase for 2nd Year				n/a	X	n/a
	Maximum Percentage Increase for 3rd Year				n/a		n/a

No Bids

Boone County Ready-Mix; LLC

Opened By: Melinda Bobbitt

Recorded By: Kerry Patton

Date: April 26, 2005, 10:33 a.m.

**PURCHASE AGREEMENT
FOR
READY MIX CONCRETE/CEMENT TERM AND SUPPLY**

Secondary Supplier

THIS AGREEMENT dated the 10 day of MAY 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Columbia Ready Mix**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Ready Mix Concrete/Cement Term and Supply**, County of Boone Request for Bid for Ready Mix Concrete/Cement Term and Supply, bid number **34-26APR05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions as well as the Contractor's bid response dated April 15, 2005 and executed by Alan Barnes on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall be for the period **May 1, 2005 through April 30, 2006** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. Columbia Ready Mix shall act as the secondary supplier and shall furnish all items bid for the County if the primary contracted supplier cannot provide an acceptable schedule for the County, as needed and as ordered by the County.

4. Delivery - Contractor agrees to deliver the items as specified within one day after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing

dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.


8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

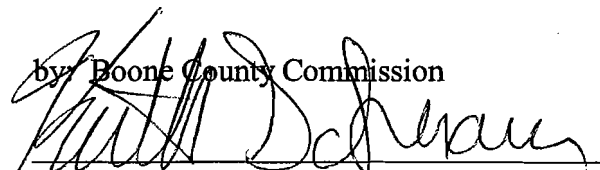
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.


IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

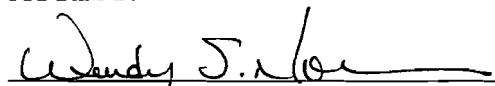
COLUMBIA READY MIX

BOONE COUNTY, MISSOURI

by 
 title _____
 address _____

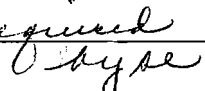
by Boone County Commission

 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

 County Counselor

ATTEST:

 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, 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 this contract do not create a measurable county obligation at this time.)

no encumbrance required 5/2/05 2040 and 2041/26000 Term/Supply
 Signature  Date Appropriation Account

**PURCHASE AGREEMENT
FOR
READY MIX CONCRETE/CEMENT TERM AND SUPPLY**

Primary Supplier

THIS AGREEMENT dated the 10 day of MAY 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Central Concrete Company**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Ready Mix Concrete/Cement Term and Supply**, County of Boone Request for Bid for Ready Mix Concrete/Cement Term and Supply, bid number **34-26APR05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions as well as the Contractor's bid response dated April 12, 2005 and executed by Rob Wainscott on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall be for the period May 1, 2005 through April 30, 2006 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. Central Concrete shall act as the primary supplier and shall furnish all items bid, as needed and as ordered by the County. If proposed delivery schedule is not acceptable for the County, the County will contact and schedule the items and delivery with the secondary contracted supplier.

4. Delivery - Contractor agrees to deliver the items as specified within 24 hours after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the

County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

CENTRAL CONCRETE COMPANY

BOONE COUNTY, MISSOURI

by Bob Wainwright
 title Sales Manager
 address P.O. Box 1348 - 2000 Dogwood Ln
Columbia Mo 65205

by: Boone County Commission
Keith Schnarre
 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, 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 this contract do not create a measurable county obligation at this time.)

no encumbrance required
Signature Chyse

5/2/05
Date

2040 and 2041/26000 Term/Supply

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

May Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

10th day of May 20 05

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:

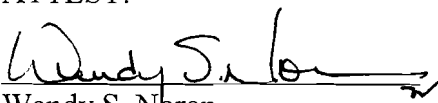
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1750-23050: Bonne Femme Watershed – Other Supplies	\$3,750.00	
1750-23001: Bonne Femme Watershed – Printing	\$1,100.00	
1750-91100: Bonne Femme Watershed – Furniture and Fixtures		\$4,850.00

Said budget revision is for office furniture for the Bonne Femme Watershed employee.

Done this 10th day of May, 2005.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

absent
 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

From: "Georganne Bowman" <georganne.bowman@dnr.mo.gov>
To: <bflorea@boonecountymo.org>
Date: 2/9/05 1:08PM
Subject: Re: Bonne Femme Inv. #3

Bill,

Just so we have a paper trail...

On the Invoice questions from Diane.

1. Other expenses. The reason some of the figures don't add up, is because you have not received all the bills for the events. Once those are received, you will invoice us for them.
2. The salary for volunteer time has been explained. You will send in the minutes or meeting agendas for the events held during the invoicing period.
3. You will get a bill from Jerry Wade donating 1 hour at \$100, and mail that in. (We will pay this invoice with/out that bill, and reimburse that later).

Other Stuff

Also, We talked about doing some cost share for LID development in the watershed. You are considering a 60/40 split. The property owner will incur the expenses, then remit that to you. Then you will reimburse the owner from the grant.

Supplies not in original budget. We discussed purchasing some supplies for Terry's office. I suggested you simply pay for those out of the grant, and not do a 60/40 split with the County. You will figure out how to capture the donated costs of office space, and we will use this donation to supply the match for the furniture.

One other thing - I forgot to mention during our conversation. When you are filling out the A-2 invoice, could you please fill out the date box in the upper right corner. Mainly, we need the date, invoice # (or a number you want on the check) and the invoice period. The invoice period is the most important part. That way we can keep the paperwork straight in our office.

Thanks for keeping me up- to-date. I am looking forward to the Open House on the 23rd. Have a great weekend!!

Georganne Bowman
Department of Natural Resources
Water Protection Program

573.526.1157
georganne.bowman@dnr.mo.gov

4/29/05

FY 2005
Budget Amendments/Revisions
Bonne Femme Creek Watershed (1750)

<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	4/28/05	91100	Furniture & Fixtures	4,850		Office furniture for Bonne Femme	See attached report
		23050	Office Supplies		3,750	Watershed employee	
		23001	Printing		1,100		

LEDGER YEAR	DEPT	ACCOUNT CLASS	ACCOUNT NAME	ORIGINAL APPROPRIATIONS	BUDGET ADJUSTMENTS	BUD	TITLEXP
2005	1750	20000	22000 POSTAGE	2,600.00		2,600	539.03
2005	1750	23001	23001 PRINTING	2,348.00		2,348	291.50
2005	1750	23050	23050 OTHER SUPPLIES	5,200.00		5,200	419.19
TOTAL				10,148.00		10,148	1,249.72

*** END OF REPORT ***

no class 9 budget as actual

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

May Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the 10th day of May 20 05

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
1720-92400: Building Inspections – Replacement Auto	\$900.00	
1720-92000: Building Inspections – Replacement Office Equipment	\$100.00	
1710-91100: Planning – Furniture and Fixtures		\$1,000.00

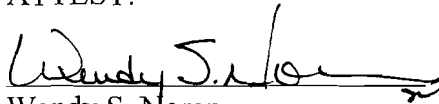
Said budget revision is for office furniture for the Planner.

Done this 10th day of May, 2005.



Keith Schnarre
 Presiding Commissioner

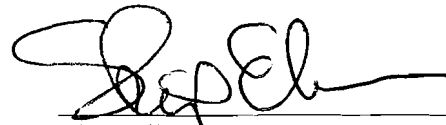
ATTEST:



Wendy S. Noren
 Clerk of the County Commission

absent

Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET REVISION BOONE COUNTY, MISSOURI

RECEIVED

APR 28 2005

4/26/05
EFFECTIVE DATE

FOR AUDITORS USE
BOONE COUNTY AUDITOR

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Transfer From	Transfer To	
										Decrease	Increase	
1	7	1	0	9	1	1	0	0	Planning	Furniture & Fixtures		10 00.00
1	7	2	0	9	2	4	0	0	Building Inspections	Replacement Auto	900.00	
1	7	2	0	9	2	0	0	0	Building Inspections	Replace Office Equip	100.00	

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): Needed new office space for additional planning employee. The cost of the furniture was more than budgeted despite our attempts to keep costs low.

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):

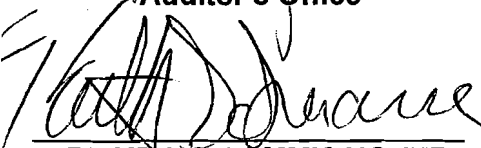

Requesting Official

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:

agenda


Auditor's Office


PRESIDING COMMISSIONER

absent
DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

LEDGER YEAR	DEPT	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL APPROPRIATIONS	BUDGET ADJUSTMENTS	BUD	TITLEXP
2005	1710	90000	91000	OFFICE EQUIPMENT	200.00		200	.00
2005		90000	91100	FURNITURE AND FIXTURES	4,000.00		4,000	.00
2005		90000	91302	COMPUTER SOFTWARE	5,600.00		5,600	5,621.30
2005		90000	92000	REPLCMENT OFFICE EQUIP	327.00		327	163.52
TOTAL					10,127.00		10,127	5,784.82
2005	1720	90000	92000	REPLCMENT OFFICE EQUIP	327.00		327	163.53
2005		90000	92400	REPLCMENT AUTO/TRUCKS	23,000.00		23,000	22,100.00
TOTAL					23,327.00		23,327	22,263.53

*** END OF REPORT ***

4/29/05

FY 2005
Budget Amendments/Revisions
Planning & Zoning (1710)

<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	4/28/05	91100	Furniture & Fixtures	1,000		Office furniture for additional planning	See attached report
		1720-92400	Replcmt Auto/Trucks		900	employee	
		1720-92000	Replcmt Office Equip		100		

4/29/05

FY 2005
Budget Amendments/Revisions
Building Codes (1720)

<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	4/28/05	1710-91100	Furniture & Fixtures	1,000		Office furniture for additional planning	See attached report
		92400	Replcmt Auto/Trucks		900	employee	
		92000	Replcmt Office Equip		100		

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

10th day of May 20 05

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 to extend the closing of tax rolls from May 15, 2005 to May 31, 2005 pursuant to Missouri State Statute Section 137.335.

Done this 10th day of May, 2005.

Keith Schharre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Missouri Revised Statutes

Chapter 137 Assessment and Levy of Property Taxes Section 137.335

August 28, 2004

Blanks for assessment to be designed by state tax commission--time of making assessment.

137.335. The state tax commission shall design the necessary assessment blanks, which shall contain a classification of all tangible personal property, and the blanks shall be furnished to the county assessor sixty days before January first of each year. After receiving the form of the assessment blanks, the assessor or his deputies shall, between the first day of January and the fifteenth day of May of each year, unless the time be extended for good cause shown by order of the county commission for a period expiring not later than May thirty-first, make and complete a list of all real and tangible personal property taxable by the county and assess the property at its true value in money.

(L. 1945 p. 1930 § 4, A.L. 1959 H.B. 108)

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Missouri General Assembly