

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 7th day of September 20 06

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

Now on this day the County Commission of the County of Boone does hereby award bid 62-24AUG06 Wheel Loader to Crown Power & Equipment. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 7th day of September 2006.

ABSENT

Keith Schnarre
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

ATTEST:

Wendy S Noren

Wendy S. Noren
Clerk of the County Commission

Skip Elkin

Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
WHEEL LOADER**

THIS AGREEMENT dated the 7 day of September 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Crown Power & Equipment**, 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 the Wheel Loader, bid number **62-24AUG06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated August 23, 2006 and executed by Robert Crane, 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 terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:

- | | |
|---|---------------|
| • Item 4.8.1. – Wheel Loader Per Section 2 | \$80,990.00 |
| • Trade In: 1996 Komatsu WA120-1 Loader (incl. forks) | (\$29,600.00) |
| • 60 Month/4000 Hour Full Machine Warranty with no deductible | \$3,187.00 |
| • For a total cost of | \$54,577.00 |

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 90 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services 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.

5. **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.

6. **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.

7. **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.

CROWN POWER & EQUIPMENT

by Robert Crane
title LT CE Sales Rep

APPROVED AS TO FORM:

[Signature]
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 in a measurable county obligation at this time.)

[Signature]
Signature

by [Signature]

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Keith Schnarre, Presiding Commissioner

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

2040/92300 -
\$54,577.00

8/31/06
Date

Appropriation Account

4. Response Form

4.1. Company Name: Crown Power & Equipment
 4.2. Address: 1881 Pratherville Rd.
 4.3. City/Zip: Columbia, Mo 65202
 4.4. Phone Number: 573-443-4541
 4.5. Fax Number: 573-875-0776
 4.6. E-Mail Address: R Crane @ Crown-Power. Com
 4.7. Federal Tax ID: 43-1613306

4.7.1. () Corporation
 Partnership - Name Crown Power & Equipment Co.
 () Individual/Proprietorship - Individual Name _____
 () Other (Specify) _____

4.8. PRICING

	Unit Price	Qty	Extended Price
4.8.1. Wheel Loader as per Section 2	\$ <u>80,990</u>	1	\$ <u>80,990⁰⁰</u>
4.9. Cash Discount	\$ <u>0</u>	net	<u>30</u> days
4.10. Optional: Trade In 1996 Komatsu WA120-1 Loader (incl. Forks) with approximately 2100 hours			(\$ <u>29,600⁰⁰</u>)
4.11. GRAND TOTAL (4.8.1. - 4.9. - 4.10.)			\$ <u>51,390⁰⁰</u>

4.12. NOTE: INCLUDE ALL BID SUBMISSION ITEMS LISTED IN SECTION 2.5. WITH THE BID RESPONSE

4.13. Describe Warranty Features:

See ATTACH Sheets

4.14. Describe Any Deviations

1- Door IN Cab w/ Fully open window on R/side for Safety
No other items NOT Recommended

4.15. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.15.1. Authorized Representative (Sign By Hand):

Robert Crane Date: 8/23/06

4.15.2. Print Name and Title of Authorized Representative

Robert Crane

4.16. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes No

4.17. Delivery ARO: 90 Days



Warranty and Limitation of Liability North American Construction Equipment

The Case Warranty

The Case Warranty is a limited warranty that is provided to the retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer must review the warranty coverage with the retail purchaser and obtain signature on the reverse side of this document.

New Limited Warranty

The warranty described here is from Case Corporation and in Canada, Case Canada Corporation, both of which are referred to in this brochure as "Case". This warranty is for Case products sold and registered in the United States or Canada and normally operated in the United States or Canada.

Warranty Period

For the products listed below, the Warranty Period for all coverage begins at the time that any person; dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to a purchaser. Certain demonstrator, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

PRODUCT	WARRANTY COVERAGE
SKIDSTEER (Unloaders) Case Engines Kubota Engines	12 Months – Unlimited hours 24 Months or 2000 Hours 24 Months or 2000 Hours
CRAWLER DOZERS CASE ENGINES	12 Months – Unlimited hours 24 Months or 2000 Hours
LOADER BACKHOES / FORKLIFTS Backhoe Main Boom, Standard Dipper Arm, The Inner Dipper Of The Extendahoe, And The Swing Tower Castings. Case Engines, Torque Converter, Transmission, Drive Shafts , & Drive Axles	12 Months – Unlimited hours 60 Months – Unlimited Hours 24 Months or 2000 Hours
TELESCOPIC HANDLERS Case & Perkins Engines, Torque Converter, Transmission, Drive Shafts , & Drive Axles	12 Months – Unlimited hours 24 Months or 2000 Hours
TRENCHERS / CABLE PLOWS Case Engines Kubota Engines Wis-Con & Honda Engines	6 Months - Unlimited Hours 24 Months or 2000 Hours 24 Months or 1000 Hours Coverage & Terms Provided by Wiscon or Honda Dealer
HORIZONTAL DIRECTIONAL DRILLS Engines, Electronic Drill Tracking Devices And The Chassis Carrier For Truck Mounted Drills.	6 Months - Unlimited Hours Coverage and Terms Provided by the respective manufacturers.
WHEEL LOADERS Case Engines Cummins Engine In 921 Wheel Loader -	12 Months - Unlimited Hours 24 Months or 2000 Hours Coverage and Terms Provided by Cummins Dealer
EXCAVATORS Case & Isuzu Engine Cummins Engine In 9050 & 9060 Excavators	12 Months or 1800 Hours 24 Months or 2000 Hours Coverage and Terms Provided by Cummins Dealer
*Warranty does not cover any configuration excavator equipped with feller buncher/accumulator attachments	

What's Covered

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, Case will pay parts and labor costs to repair the defect if the services are performed by an authorized Case or Case dealer at the dealer's location. If parts are needed during the repair, Case will, at its option, use genuine Case or remanufactured parts. Case replacement parts that are used in a repair are covered by the Case Replacement Parts Warranty.

CASE PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS.

EXCLUSIVE REMEDY

THE REMEDY OF REPAIRING A DEFECT IN MATERIALS OR WORKMANSHIP AT A CASE DEALERSHIP UNDER THE TERMS OF THIS WARRANTY IS THE PURCHASER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ANY OTHER REMEDY OTHERWISE AVAILABLE.



Quote #: EW082306-00009 (POLICY TERM INCLUDES MFR. BASE WARRANTY)
 2006 Case WHEEL LOADER 521D / 0 hrs.

Sell Price: ██████████ Program: New Government
 Entry Person: Ed Rowland Customer: BOONE COUNTY

Months/Hours (Cov)	Price	Deductible
24 / 2000 (FM)	\$ 695	\$ 0
24 / 2000 (FM)	\$ 643.00	\$ 250
24 / 2000 (FM)	\$ 590.00	\$ 500
24 / 2000 (FM)	\$ 574.00	\$ 750
24 / 2000 (PT)	\$ 310	\$ 0
24 / 2000 (PT)	\$ 287.00	\$ 250
24 / 2000 (PT)	\$ 263.00	\$ 500
24 / 2000 (PT)	\$ 256.00	\$ 750
24 / 2000 (PT+E)	\$ 464	\$ 0
24 / 2000 (PT+E)	\$ 430.00	\$ 250
24 / 2000 (PT+E)	\$ 395.00	\$ 500
24 / 2000 (PT+E)	\$ 383.00	\$ 750
24 / 2000 (PT+H)	\$ 464	\$ 0
24 / 2000 (PT+H)	\$ 430.00	\$ 250
24 / 2000 (PT+H)	\$ 395.00	\$ 500
24 / 2000 (PT+H)	\$ 383.00	\$ 750

*** Values above are available ONLY for equipment within 90 days of MFR Warranty. Please call otherwise.



Quote #: EW082306-00009 (POLICY TERM INCLUDES MFR. BASE WARRANTY)
 2006 Case WHEEL LOADER 521D / 0 hrs.

Sell Price: ██████████ Program: New Government
 Entry Person: Ed Rowland Customer: BOONE COUNTY

Months/Hours (Cov)	Price	Deductible
36 / 3000 (FM)	\$ 1295	\$ 0
36 / 3000 (FM)	\$ 1198.00	\$ 250
36 / 3000 (FM)	\$ 1100.00	\$ 500
36 / 3000 (FM)	\$ 1068.00	\$ 750
36 / 3000 (PT)	\$ 938	\$ 0
36 / 3000 (PT)	\$ 868.00	\$ 250
36 / 3000 (PT)	\$ 798.00	\$ 500
36 / 3000 (PT)	\$ 774.00	\$ 750
36 / 3000 (PT+E)	\$ 1409	\$ 0
36 / 3000 (PT+E)	\$ 1303.00	\$ 250
36 / 3000 (PT+E)	\$ 1198.00	\$ 500
36 / 3000 (PT+E)	\$ 1163.00	\$ 750
36 / 3000 (PT+H)	\$ 1409	\$ 0
36 / 3000 (PT+H)	\$ 1303.00	\$ 250
36 / 3000 (PT+H)	\$ 1198.00	\$ 500
36 / 3000 (PT+H)	\$ 1163.00	\$ 750

*** Values above are available ONLY for equipment within 90 days of MFR Warranty. Please call otherwise.



Quote #: EW082306-00009 (POLICY TERM INCLUDES MFR. BASE WARRANTY)
 2006 Case WHEEL LOADER 521D / 0 hrs.

Sell Price: [REDACTED] Program: New Government
 Entry Person: Ed Rowland Customer: BOONE COUNTY

Months/Hours (Cov)	Price	Deductible
48 / 4000 (FM)	\$ 2422	\$ 0
48 / 4000 (FM)	\$ 2240.00	\$ 250
48 / 4000 (FM)	\$ 2058.00	\$ 500
48 / 4000 (FM)	\$ 1998.00	\$ 750
48 / 4000 (PT)	\$ 1409	\$ 0
48 / 4000 (PT)	\$ 1303.00	\$ 250
48 / 4000 (PT)	\$ 1198.00	\$ 500
48 / 4000 (PT)	\$ 1163.00	\$ 750
48 / 4000 (PT+E)	\$ 1915	\$ 0
48 / 4000 (PT+E)	\$ 1771.00	\$ 250
48 / 4000 (PT+E)	\$ 1628.00	\$ 500
48 / 4000 (PT+E)	\$ 1580.00	\$ 750
48 / 4000 (PT+H)	\$ 1915	\$ 0
48 / 4000 (PT+H)	\$ 1771.00	\$ 250
48 / 4000 (PT+H)	\$ 1628.00	\$ 500
48 / 4000 (PT+H)	\$ 1580.00	\$ 750

*** Values above are available ONLY for equipment within 90 days of MFR Warranty. Please call otherwise.

CASE

Quote #: EW082306-00009 (POLICY TERM INCLUDES MFR. BASE WARRANTY)
 2006 Case WHEEL LOADER 521D / 0 hrs.

Sell Price: ██████████ Program: New Government
 Entry Person: Ed Rowland Customer: BOONE COUNTY

Months/Hours (Cov)	Price	Deductible
60 / 4000 (FM)	\$ 3187	\$ 0
60 / 4000 (FM)	\$ 2948.00	\$ 250
60 / 4000 (FM)	\$ 2710.00	\$ 500
60 / 4000 (FM)	\$ 2629.00	\$ 750
60 / 4000 (PT)	\$ 1944	\$ 0
60 / 4000 (PT)	\$ 1799.00	\$ 250
60 / 4000 (PT)	\$ 1652.00	\$ 500
60 / 4000 (PT)	\$ 1604.00	\$ 750
60 / 4000 (PT+E)	\$ 2566	\$ 0
60 / 4000 (PT+E)	\$ 2374.00	\$ 250
60 / 4000 (PT+E)	\$ 2180.00	\$ 500
60 / 4000 (PT+E)	\$ 2117.00	\$ 750
60 / 4000 (PT+H)	\$ 2566	\$ 0
60 / 4000 (PT+H)	\$ 2374.00	\$ 250
60 / 4000 (PT+H)	\$ 2180.00	\$ 500
60 / 4000 (PT+H)	\$ 2117.00	\$ 750

*** Values above are available ONLY for equipment within 90 days of MFR Warranty. Please call otherwise.



Request For Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, Buyer
573/886-4392 - FAX 573/886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **62-24AUG06**
Commodity Title: **Wheel Loader**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: THURSDAY, AUGUST 24, 2006
Time: 10:30 AM (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: THURSDAY, AUGUST 24, 2006
Time: 10:30 AM
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Terms and Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions
"No Bid" Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing and delivery of a new 2006 or Current Model Year Wheel Loader with all manufacturer’s standard equipment and those features as outlined below. Note: Low hour (500 hours or less) demonstration or rental units may also be considered.
- 2.2. **ACCEPTABLE MODELS** – Cat 924G, Case 521D, John Deere 444J, JCB 416HT, or other comparable machines.
- 2.2.1. **Quantity – 1 Note: Vendor will be bidding on one (1) Wheel Loader.**
- 2.3. **MINIMUM TECHNICAL SPECIFICATIONS**
 - 2.3.1. **Operating Weight:** A minimum of 20,402 lb. and heaviest configuration shall not exceed 25,096 lbs. Including 2.0-2.3 yd³ bucket, ROPS/FOPS enclosed cab, and counter weight(s).
 - 2.3.2. **Engine:** Turbo-charged diesel type, four (4) stroke, four (4) cylinder or better, direct injection with replaceable flanged press-fit, dry type cylinder liners and fully equipped with all operating accessories. Engine shall meet EPA Tier II non-road emissions regulations. The turbocharged engine SAE net flywheel horsepower shall be a minimum of 110 hp. The standard engine shall be equipped with a fan, replaceable air cleaner and pre-cleaner with air service indicator, water pump, lubricating oil pump with full flow spin-on type oil filter, fuel pump with water/sediment bowl and spin-on type replaceable filter, hand and foot throttle controls, muffler and 70 amp minimum alternator. The engine shall be equipped with key start/stop system, engine enclosure, grill, and tilt type hood and a 24-volt direct electric starting and charging system. The starting system shall be equipped with two (2) 12-volt maintenance-free batteries and protective cover, 750 CCA minimum, and have electric ether aid for cold weather starting and a 110-volt engine block heater. Standard fuel tank capacity of not less than 36 gallons (over 50 gallons preferred).
 - 2.3.3. **Transmission:** Fully synchronized, power-shuttle, torque converter driven transmission with spin-on type oil filter and a minimum of Four (4) Forward and Three (3) Reverse shuttle clutches/gears. Unit shall be able to change direction and travel speed “on-the-go”. Unit shall have a high gear forward speed of no less than 20 mph. Unit shall be equipped with an electronic transmission disconnect to maintain engine and hydraulic speed when dumping into trucks. Transmission shall have a single, vertically mounted, spin-on type oil filter. Transmission cooler shall have a heavy-duty guard to resist continued impact at low speeds. Transmission, differentials and hydraulics shall have separate fluid reservoirs.
 - 2.3.4. **Axles (Front and Rear):** Front Axle shall be fixed and Rear Axle shall be oscillating type. Front tires shall ride inside loader bucket cutting width. Front axle shall have a minimum static load rating of 25,000 lb. Heavy-duty Planetary Drive rear axle shall have differential lock with “on-the-go” engagement and semi-floating with self-adjusting inboard brakes. Unit shall be equipped with transport tie-downs and optimum number of counterweight(s) that ensure for exact balance of machine.
 - 2.3.5. **Brakes:** Brakes shall be inboard oil-immersed and completely enclosed and sealed, fully self-adjusting. Foot-operated dual brake pedals shall be able to be interlocked for road travel. Parking/secondary brakes shall be independent of the service brake.
 - 2.3.6. **Steering:** Hydrostatic power.
 - 2.3.7. **Hydraulic System:** Minimum of 35 gpm @ 2000 rpm variable displacement pump for loader functions with pressure-controlled, load sensing, capable of reaching maximum lift capacity at any engine speed. Maximum hydraulic pump pressure shall be at least 2750 psi for loader and equipped with spin-on replaceable filter, high-pressure hoses and fittings and heavy-duty oil cooler.
 - 2.3.8. **Operator’s Station:** Walk-through, OSHA approved, 72dB(A) sound suppressed, ROPS/FOPS cab with an interior package from manufacturer’s standard cab. Cab shall include factory-installed heater/defroster and multiple speed blower with the control in easy reach by the operator from the front and rear of the machine. Unit shall have manufacturer’s standard A/C for the machine (unit cannot be an “aftermarket” type). Cab shall be equipped with two (2) doors and a minimum of two (2) opening windows with inside release latches and rubber floor mat. Machine shall have a lighted console/instrument panel located so that it is visible from operating position. Instruments shall include tachometer, fuel gauge, transmission/converter oil temperature gauge and coolant temperature gauge. Machine shall come standard with all indicators for air cleaner service, brake on, engine coolant, hydraulic oil level sight gauge and engine oil pressure, as well as, engine and electrical system warning lights to signal operator of a machine malfunction. Machine shall come standard with horn, audible backup alarm and electric fuel shut off. Operator’s compartment shall come equipped with a standard air ride suspension seat with armrests and adjustable in the fore/aft position on a sliding track mechanism (if applicable). Cab shall be equipped with front and rear windshield wipers and washers, adjustable tilt steering wheel/console, hour meter, interior cab light(s), cup holder,

convex wide-view interior rear-view mirror, toolbox, sun visor, retractable 3 inch wide seat belt, factory tinted glass on all windows, One (1) auxiliary 30-amp 12-volt power outlet, and AM/FM electronic stereo radio with antenna and stereo speakers. Unit shall be painted standard factory color. Unit shall be equipped with vandalism protection.

- 2.3.9. **Lighting Systems:** Machine shall include two (2) front and two (2) rear flood lights actuated by separate switches in addition to two (2) halogen head lights. Machine shall have two (2) stop and two (2) turn signal lights with flashing hazard lamps visible from front and rear. Cab shield shall be installed with four (4) 12-volt front (2) and rear (2) mounted Peterson 420SA-1 oval amber LED sealed strobe lighting with independent flash pattern, includes installation, all switches, wiring and hardware. Note: lights may be installed in sealed boxes if there is no room in the canopy.
- 2.3.10. **Overall Operating Specification/Dimensions:** Minimum wheelbase of 82.7 in. Unit shall have a maximum overall transport length of 23 ft. 7 in. and a maximum overall transport height of 11 ft. 9 in.
- 2.3.11. **Loader (Single Tilt):** Loader bucket shall be a heavy-duty multi-purpose with a minimum SAE heaped capacity of 2.00 cu. yd. Loader control valve must be equipped with return-to-dig and float positions. Loader shall have positive down pressure sufficient to lift tractor front end off level ground, loaded or unloaded. Loader break out force shall be no less than 20,000 lbs. Loader shall have a lift capacity to full height of no less than 12,000 lb. Loader shall have sufficient reach forward of radiator guard for a minimum dump clearance of no less than 8 ft. 2 in. with loader bucket at maximum tilt angle. Bucket shall be self-leveling and equipped with a bucket position indicator, skid plates, and lift eyes. Bucket rollback at ground shall be a minimum of 40 degrees.
- 2.3.12. **Controls:** Single lever controls for bucket raise and tilt functions. An auxiliary control shall be included near or on the bucket lever to operate remote transmission functions.
- 2.3.13. **Tires/Wheels:** Standard tire size: 17.5-25, radial (L-3 tread design)
- 2.3.14. **Manuals/Videos:** Operator's manual, safety and operation video, parts book(s) and service/repair manual(s) shall be furnished with the machine upon delivery. Manual(s) may be in the form of CD's or DVD's.
- 2.3.15. **Equipment Training:** The successful vendor agrees to provide an appropriate on-site machine operation and preventative maintenance training program for a maximum of two (2) county operators and two (2) county equipment technicians in sufficient scope as to assure efficient and economical performances and maintenance of the equipment as purchased.
- 2.3.16. **Vendor Service/Repair Facilities:** Because the maintenance and repair of this type equipment is complex and due to the critical nature of our operation, repair parts and service must be adequately and readily available. The vendor shall certify that he/she maintains an adequate stock of repair parts and service items within the area and employs qualified service and repair technicians within the area, available within 12 hours. The vendor should state in the returned bid response the location of the service and repair facility, parts depot, and credentials of the service and repair person(s).
- 2.3.17. **Demonstration:** Prior to awarding the bid, vendor(s) may be requested to demonstrate equipment on-site at the Boone County Public Works Department to determine the most feasible and suitable machine for the operation. Evaluation will be based upon engine power and performance, loader hydraulic system performance and production, fuel consumption, loader breakout force and lift capacity, operator cab configuration, comfort, conveniences, operator visibility 360 degrees, and ease of maintenance and repair, as well as, scheduled preventative maintenance costs.
- 2.3.18. **Deviation(s):** Any deviation(s) to the above specification(s) shall be listed on a separate sheet(s) of paper and attached to the response form stating section number, component(s) with deviation(s) and a clearly defined explanation for deviation(s).
- 2.3.19. **Warranty:** Vendor shall include information on factory standard warranty in addition to a schedule of all extended warranties offered for the unit.
- 2.3.20. **Trade-in Unit:** Vendor will provide a price for a trade unit as described in the Bid Response Section. The County, at its discretion, may decide **NOT** to trade in the unit.
- 2.3.21. **Designee** – Boone County Public Works
- 2.3.22. **Contact** – Heather Turner, Boone County Purchasing Department 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: 573-886-4392 Facsimile: 573-886-4390 Email: hturner@boonecountymo.org
- 2.3.23. **Delivery:** Units shall be delivered with Bill of Sale and Manufacturer's Statement of Origin. The unit shall be assigned to Boone County Public Works, 601 E. Walnut, Room 208, Columbia, MO 65201.
- 2.3.24. **Delivery Terms:** FOB Boone County Public Works Department, Maintenance Operations, 5551 Highway 63 South, Columbia, MO 65201
- 2.4. **ADDITIONAL TERMS AND CONDITIONS:**
- 2.4.1. Equipment shall be properly serviced, including grease and oil to the proper levels.

2.4.2. Vendor to include product literature for each proposed piece of equipment.

2.4.3. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications and demonstration of machine.

2.5. **BID SUBMISSION REQUIREMENTS**

2.5.1. The bidder should include the following with their bid submittal:

- 2.5.1.1. Year, make, and model of proposed unit,
- 2.5.1.2. Hours on the unit,
- 2.5.1.3. General condition (engine, tires-% wear, body, etc.),
- 2.5.1.4. Service history on proposed unit,
- 2.5.1.5. Detailed brochures with specifications on the proposed unit,
- 2.5.1.6. Describe the nearest authorized service and repair facility as well as the nearest parts depot and supply a contact name, location, and telephone number,
- 2.5.1.7. Credentials of the repair personnel,
- 2.5.1.8. State details for any factory/dealer warranty for the proposed unit,
- 2.5.1.9. Describe warranty on parts and labor, and
- 2.5.1.10. Describe any extended warranty available after original warranty has expired. **Include terms and pricing** in the bid response.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. PRICING

	<u>Unit Price</u>	<u>Qty</u>	<u>Extended Price</u>
4.8.1. Wheel Loader as per Section 2	\$ _____	1	\$ _____
4.9. Cash Discount	\$ _____	net _____	days _____
4.10. Optional: Trade In 1996 Komatsu WA120-1 Loader (incl. Forks) with approximately 2100 hours			(\$ _____)
4.11. GRAND TOTAL (4.8.1. – 4.9. – 4.10.)			\$ _____

NOTE: INCLUDE ALL BID SUBMISSION ITEMS LISTED IN SECTION 2.5. WITH THE BID RESPONSE

4.13. Describe Warranty Features:

4.14. Describe Any Deviations

4.15. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.15.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.15.2. Print Name and Title of Authorized Representative

4.16. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.17. Delivery ARO: _____



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, Buyer
573/886-4392 - FAX 573/886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

Boone County Purchasing
Heather Turner
Senior Buyer



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

“NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number 62-24AUG06

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 7th day of September 20 06

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

Now on this day the County Commission of the County of Boone does hereby award bid 56-01AUG06 Market Assessment and Financial Feasibility Study of the Boone County Fairgrounds to Markin Consulting. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 7th day of September 2006.

Absent.
Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S Noren
Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
MARKET ASSESSMENT AND FINANCIAL FEASIBILITY STUDY OF THE BOONE
COUNTY FAIRGROUNDS**

THIS AGREEMENT dated the 7 day of September 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Markin Consulting** 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 a **Market Assessment and Financial Feasibility Study of the Boone County Fairgrounds**, County of Boone Request for Proposal number **56-01AUG06** including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, Addendum Number One, as well as the Contractor's proposal response dated August 1, 2006, executed by Rod Markin, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, Addendum Number One and the unexecuted Response/Pricing Page, shall prevail and control over the Contractor's proposal response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish a Market Assessment and Financial Feasibility Study to the County, as described and in compliance with the original Request for Proposal and as presented in Contractor's response. Cost for said study shall be thirty-four thousand four hundred eighty dollars (\$34,480.00). The total allowable compensation under this agreement shall not be exceeded unless compensation for specific identified additional services is authorized and approved by County in writing in advance of rendition of such additional services for which additional compensation is requested.

3. **Billing and Payment** - All billing shall be invoiced to the Boone County Commission office for the project described in the proposal specifications. The County agrees to pay all invoices within thirty days of receipt. 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.

5. **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.

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

7. **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 key personnel providing services are changed such that in the opinion of the Boone County commission delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specifications, or if services are deficient in quality in the sole judgment of County, or
- c. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

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

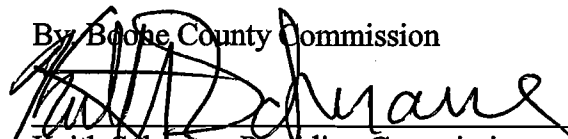
MARKIN CONSULTING

BOONE COUNTY, MISSOURI

By: _____

By: Boone County Commission

Title: _____


Keith Schaefer, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:



County Counselor

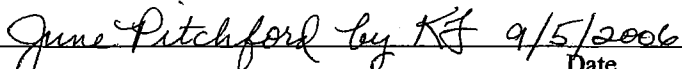


Wendy S. Noren, County Clerk

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.)

Signature



(Pending budget revision approval)

Date

2120-71101

Appropriation Account

**PURCHASE AGREEMENT FOR
MARKET ASSESSMENT AND FINANCIAL FEASIBILITY STUDY OF THE BOONE
COUNTY FAIRGROUNDS**

THIS AGREEMENT dated the 7 day of September, 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Markin Consulting** herein "Contractor."

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- 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 key personnel providing services are changed such that in the opinion of the Boone County commission delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specifications, or if services are deficient in quality in the sole judgment of County, or
- c. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

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

MARKIN CONSULTING

By: *[Signature]*

Title: President

BOONE COUNTY, MISSOURI

By: Boone County Commission

[Signature]
Keith Schlarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
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.)

Signature *June Pitchford by KF* Date 9/5/2006 Appropriation Account 2120-71101
(Pending budget revision approval)



MEMORANDUM

Date: August 21, 2006
To: Melinda Bobbitt
From: Rod Markin
Re: Market Assessment and Financial Feasibility Study of the Boone County Fairgrounds

Melinda – following are my responses to your questions regarding our proposal for the market and financial feasibility study of the Boone County Fairgrounds.

1. *The proposal response refers to surveys (Task A.6, pg I 8). Please describe what types of surveys are proposed.* The surveys are simply prepared questions that we use in the interview process with potential users. As we interview potential users that have been identified during the study, we complete a questionnaire (or survey) form that records the responses.
2. *The proposal response refers to meetings and interviews as well as a presentation at Task A.9 and again at the conclusion of the project. The proposal is unclear as to the number and nature of on-site visits that the firm is including in the work to be performed. (Page II-3 indicates that R. Markin will be on site twice and Thompson will be on site once, but is unclear if this constitutes three (3) separate on-site visits and what their respective roles will be for each of the visits.) Please clarify the number of on-site visits and the work to be performed by each individual.*

There are three "man" trips scheduled for the study. I will be the only one traveling to Columbia. I will make one trip near the beginning of the study for a 2 to 3 day site visit to conduct the meetings and interviews referenced in Tasks A.1 (pg. I-3) and A.4 (pg. I-7), as well as the site and facility assessment (Task A.2). The second trip comes at the conclusion of the market assessment study for a work session to present our preliminary findings and recommendations per Task A.9 (pg. I-11). The third trip is at the conclusion of the study to present our final findings and recommendations re: market opportunities and facilities and the financial feasibility component of the study.

3. *Please complete the following.* Consultant will begin work on this project within 14 days after receipt of Notice to Proceed from the County.
4. *Please provide a sampling of the information that you would need the County to provide if you are awarded the contract.* I have attached as a separate document the information that we would need from either the County or fairgrounds to complete the study.



**Boone County Fairgrounds
Requested Information**

Please provide whatever information you have as listed below. We prefer as much information in electronic format as is possible, such as Word, Excel or jpg/gif (for maps).

Fairgrounds & Site Information

- Map of site and surrounding area
- Site map showing location of buildings, structures, public parking areas and other notable features
- Description of the various buildings and structures on the grounds, including age, year built or substantially renovated, square footage, seating capacity, climate-controlled or not, stalling capacities, etc.
- One copy each of all long-term agreements associated with the non-fair rentals
- Schedule of fees and charges for facilities and services associated with rental of the buildings and structures

Organization Information

- Copy of vision/mission statement, core values and any other long-range planning documents, including master plan documents
- Copy of enabling legislation/articles of incorporation/by-laws, etc. that relate to the organization of the Fair and Fairgrounds
- Copy of board of director minutes for last two years
- Listing of all full-time and part-time employees of the Fairgrounds operations, including job title, immediate supervisor, and salary
- Listing of general employee benefits, including insurance, vacations, sick-days policy, etc.
- Description of current board make-up, general terms of board members and appointment/selection process
- Copy of any management agreements, if applicable



**Boone County Fairgrounds
Requested Information**

Financial Information

- Financial statements for the past five years, including balance sheet, income statements, statements of changes in financial position, and accompanying notes
- Detailed listing of fair and non-fair expenses for the last 5 years and budgeted versus actual year-to-date for the current year
- Current year revenue budget and year-to-date actual

Operational Information

- Detailed listing of non-fair events for the past 3 to 5 years, including type of event, number of event days and set up/take down days, estimated/actual attendance (if available), facilities used, contact name and phone number
- Copies of any operating policies and handbooks
- Map showing the layout of the fairgrounds during the annual fair
- List of facilities management feels are competitors for non-fair events and activities

**Proposal to Conduct a Market Assessment
And Financial Feasibility Study
For the Boone County Fairgrounds**

Columbia, Missouri

August 1, 2006

Submitted by:



MARKIN CONSULTING ■ MAPLE GROVE, MINNESOTA



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: Markin Consulting
Address: 120 Woodland Pond Park
12072 87th Pl. N.
Maple Grove, MN 55369
Telephone: 763-493-3568 Fax: 763-322-5013
Federal Tax ID (or Social Security #): 393585284
Print Name: Rod Markin Title: President
Signature: [Handwritten Signature] Date: 8/1/2006
E-Mail Address: markin@markinconsulting.com

5.1. Please Attach Cost of Services to this Page and Place at the Beginning of your Proposal Response: List individual cost items, a grand total for proposed services and requested invoice schedule. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the respondent to satisfy the purpose of this Request for Proposal See Section II

5.2. The fully executed Market Assessment and Financial Feasibility Study can be completed, presented and returned to County within 16 weeks after receipt of Notice to Proceed.

5.3. Submit a timeline detailing the activities and schedule for your proposed market assessment and financial feasibility study. See Section II



August 1, 2006

Boone County Purchasing Department
Melinda Bobbitt, CPPB, Director
601 E. Walnut Street, Room 208
Columbia, Missouri 65201-4460

Dear Ms. Bobbitt:

Markin Consulting is pleased to submit this proposal to provide conduct a market assessment and financial feasibility study for the Boone County Fairgrounds.


The success of any consulting engagement is predicated upon the experience and expertise of not only the firms but also the individuals involved. The nature of this project requires that the consultant possess the requisite experience and skills for conducting creative and innovative research and developing sound conclusions. Markin Consulting specializes in providing feasibility services to fairgrounds and exhibition centers located throughout the United States. We believe that we meet all the requirements to complete the market feasibility study for the Fairgrounds and assist you in successfully moving forward on the master plan.

Our proposal is presented in three sections:

- Section I – Introduction and Work Scope
- Section II – Project Timing and Study Costs
- Section III – Qualifications, References and Staffing

We are delighted to submit this proposal for your consideration and sincerely hope you will select Markin Consulting for this very important project.

Sincerely,



Rod Markin, President

Section I – Introduction and Work Scope

SECTION I – INTRODUCTION AND WORK SCOPE

Introduction

In recent years, considerable efforts have been made to enhance the usage, financial results and management effectiveness of the Boone County Fairgrounds (the Fairgrounds). These efforts have included the development of a master plan for the Fairgrounds and an adjacent tract of property, known as the Atkins Tract, as well as ongoing discussions among Boone County, the City of Columbia and Fairground board representatives regarding management and ownership issues.

Boone County is now seeking a qualified consultant to develop a long-range operating, facility and management plan for the Fairgrounds that will:

- Assess the current and anticipated regional markets of the Fairgrounds
- Recommend facility improvements to best capture the potential markets
- Assess the financial feasibility of the recommended facility improvements
- Recommend the best management and operating structure for the future of the Fairgrounds

To insure success in the conduct and completion of a market and financial feasibility study for the Fairgrounds, we have tailored our approach to this study to achieve the objectives listed in Section 3.1, Scope of Services, of the Request for Proposal.

Our approach will (1) affirm the mission of the Fairgrounds and address required organizational, management and operating structures, (2) identify market supportable events, activities and uses for Fairground facilities, (3) recommend facility needs and priorities to successfully attract and retain the recommended events, activities and uses (4) assess the long-term financial feasibility of operating the Fairgrounds and further developing and improving its facilities, structures and infrastructures, and (5) identify potential funding opportunities for the recommended facilities for the Fairgrounds.

The study process builds upon our experience in developing comprehensive long-range business and facility plans for fairgrounds and similar operations. Markin Consulting has conducted a significant number of engagements for other North American fairgrounds, entertainment and public assembly facilities comparable to the Boone County Fairgrounds.

We believe any facility improvements at the Fairgrounds should be market driven and financially viable. Consequently, we have tailored our scope of services and work tasks to ensure that the results of our study can be successfully implemented, based on innovative approaches to identifying market and community needs, financially viable funding alternatives, and effective management approaches and policies.

The process we envision for this project involves (1) in-depth research and analysis, (2) collaboration and consensus with all related parties about major aspects of the future operation and improvements of the Fairgrounds, and (3) identification and evaluation of potential financial impacts and funding opportunities.

Task A – Market Study

Our work scope involves comprehensive research and analyses of market factors that impact the current and future demand support for facilities and structures, as specified in the RFP. The Market Study phase of our work will result in both qualitative and quantitative data and recommendations regarding the best opportunities for the future operation of the Boone County Fairgrounds.

To meet the objectives of the County, as detailed in the RFP, we have developed a work plan for the Market Study that involves the following steps.

Task A.1 – Historical Review and Interviews

Task A.2 – Site and Facility Assessment

Task A.3 – Demographic and Economic Analysis

Task A.4 – Analysis of Existing Interim Events and Uses

Task A.5 – Comparative Analysis of Competitive/Complementary Facilities

Task A.6 – Assessment of Potential Uses

Task A.7 – Target Markets/Niches and Utilization Projections

Task A.8 – Fairground Facility Recommendations

Task A.9 – Summary Analysis and Work Session

The above tasks are detailed on the following pages.

Task A.1 – Historical Review and Interviews

This task entails (1) reviewing and affirming the mission of the Fairgrounds, (2) reviewing the existing and historic organization and management structure, (3) evaluating the effectiveness of the existing structure, and (4) recommending management and organization changes to effectively and efficiently operate the Fairgrounds in an effective, efficient and profitable manner.

As a part of this task, we will review the current mission of the Fairgrounds. This review will give us an understanding of the direction that the County has for the Fairgrounds. Throughout the course of the entire study, we will continually evaluate the market opportunities and facility needs in terms of accomplishing the mission and purpose of the Fairgrounds.

To review and refine the mission and organization structure of the Fairground's operations, we begin with a review of the operating history of the Fairgrounds. This will involve the following:

- Review the operating history of the Fairgrounds to gain an understanding of (1) the organizational structure of the Fairgrounds, (2) the revenue activities and cost areas of the operations and (3) the general usage patterns of the Fairgrounds facilities
- Tour the Fairground facilities and surrounding area to gain an understanding of the general condition of the Fairground structures, location, accessibility, visibility and proximity to support services
- Confirm with management our understanding of the operating history and issues relevant to the Study

Once we confirm our understanding of the organizational, operational and physical plant aspects of the Fairgrounds, we will conduct meetings and interviews with individuals and organizations that are associated with the Fairgrounds to obtain a broad perspective about the mission of the Fairgrounds. Below is a listing of the individuals and groups we feel should be involved in this process. Others will be added as agreed to by the County and the Consultant.

- **Fairgrounds Manager** – The current Fairgrounds manager will provide a perspective from management about the mission of the Fairgrounds that includes an insight into the past and current operations.
- **Boone County Fair Board** – This Board will contribute a view of the Fairgrounds' mission that is broader than that of the Fairgrounds manager and that addresses critical policy, community and operating issues.
- **County Representatives** – Representatives of the County – preferably County Commissioners – will provide key input and views of the Fairgrounds' priority to the County and its role in the community.
- **Columbia Convention and Visitors Bureau, Regional Economic Development, Inc.** – These organizations will be asked to share their views about how the Fairgrounds relates to their organization's missions and activities, as well as how the Fairgrounds might change its focus to further contribute to economic development and tourism activities.

- **Other County and City Representatives** – Issues addressed in these interviews, as they relate to the mission of the Fairgrounds, will include relationships between County and City, growth and development trends of the area, agricultural trends, recreation and other local/regional trends.
- **Representatives of Organizations, Groups and Businesses That Use the Fairgrounds Facilities** – The purpose of including users of the facilities is to ascertain their long-range goals as they relate to the continued (or expanded) use of the Fairgrounds facilities. We will work with the County and management of the Fairgrounds to identify the appropriate representatives to include in these interviews.

The results of the interviews will be summarized and evaluated in conjunction with our understanding of the operating history of the Fairgrounds and the current operating trends of fairgrounds throughout the United States.

We will also review the current management and organizational structure and operating policies for the Fairgrounds. We will interview management, members of the Fair Board, and County staff to gain a clear understanding of the overall structure, management functions, and general operating experience.

We will discuss and evaluate the pros and cons associated with the current management and organization structure and operating policies, functional benefits and deficiencies, and other aspects pertinent to the study. In conjunction with our overall study, as deemed necessary, we will recommend changes to the mission, management and organizational structure and operating policies that enhance the efficiency, effectiveness and profitability of Fair and Fairground operations.

Task A.2 – Site and Facility Assessment

In conjunction with Task A.1, we will tour the Fairgrounds and surrounding area to gain an understanding of the general conditions of the Fairgrounds facilities, location, accessibility, visibility, and proximity to support services. Additional information about the facilities will be obtained from management and the County. We will evaluate the general advantages and disadvantages of the site and facilities, from a market perspective, in terms of:

- Site size and location
- Fairground layout and facilities
- General conditions of facilities and infrastructure
- Parking availability
- Accessibility and visibility
- Surrounding land uses
- Proximity to support services (hotels/motels, restaurants, shops, etc.)

Our Project Team will review the current uses of the facilities and recent and planned expansions and renovations. We will review the current master plan for the Fairgrounds, Atkins Tract and surrounding area, including its current status, to insure that recommendations made at the conclusion of our study are complementary to the current master plan.

Task A.3 – Demographic and Economic Analysis

Positive or negative changes in population demographics and economic activity directly impact the demand for public assembly facilities, including fairground facilities. In fast growing or demographically larger communities, public assembly facilities are used not only by out-of-town organizations for trade shows, conventions, livestock shows, and the like, but also by local area residents and businesses for consumer shows, trade shows, corporate meetings, concerts, spectator events, and other similar activities.

A declining local population, coupled with reductions in certain job sectors (basic industries), may warrant against additional facilities designed for local use. Conversely, a growing population, along with an increasing number of jobs in basic industries, can indicate the need for facilities designed for use by local residents and businesses.

Similarly, local economic factors impact the demand for public assembly facilities. Job growth and retention results in population growth along with increases in personal incomes. Population and personal income growth, resulting from job growth, generally create increased demand for entertainment activities by local residents. Examples of entertainment activities include consumer shows, concerts, spectator events, and similar activities.

We will research and assess the population demographics and economic factors (including travel and tourism trends) of Boone County, the Columbia MSA and surrounding counties to determine the potential demand and support by the local population base for event facilities. Population shifts, geographic growth areas, commercial and housing development and other factors are included in this analysis.

A variety of community attributes will be evaluated to assess the quality of the area's market resources to successfully attract and retain events and activities. This analysis will include such factors as:

- Current and proposed local hotel supply and demand characteristics, seasonal occupancy and average rates
- Support amenities and services, including restaurants, retail outlets and malls, entertainment facilities, area attractions and others
- Air and auto access
- Community-wide marketing, sales and coordination efforts
- Economic development activities and plans
- Unique cultural features of the market area

Task A.4 – Analysis of Interim Events and Activities

We will conduct an analysis of the existing uses of the facilities and grounds at the Fairgrounds. The analysis will identify and evaluate the revenues and expenses associated with usage, facilities used, and the adequacy of the facilities for the events. A complete review will be made of the interim event rental policies, pricing, and services provided to users. The analysis will include the following:

- Type and size of events and activities booked over the past 3 years
- Frequency or expected frequency of repeated use for each event
- Event's scope (national, regional, state, local, corporate, promoter, etc.)
- Events that have requested space but were unable to use the facilities because of inadequate facilities or unavailable dates
- Events which have been lost to competition
- Facilities and services used for each event
- Revenues and expenses associated with each event, if available
- Fairgrounds and community marketing, sales and coordination efforts
- Others as appropriate

In conjunction with Task A.1, interviews of major users of the Fairgrounds will be conducted to obtain information about growth potential of these events, the possibility of additional events, facility needs and concerns, and other pertinent information. These users will include promoters and sponsors of:

- Consumer and public shows
- Livestock and animal shows
- Horse events and shows
- Trade shows, conventions and conferences, meetings
- Spectator events
- RV rallies
- Corporate uses, if any
- Youth events and activities (e.g., 4-H, FFA)
- Banquets and picnics
- Others as identified

As a result of this work task, we will assess the potential for increased uses of Fairgrounds facilities, along with specific facility needs for current and future uses of the Fairgrounds.

Task A.5 – Comparative Analysis of Competitive/Complementary Facilities

An analysis of local and regional fairgrounds, exhibition, concert, recreation, horse, and entertainment facilities (existing and planned) that are competitive/comparable with or complementary to the Fairgrounds will be performed. This step will assist in identifying the competitive factors that have and will impact the operations of the Fairgrounds. We will work with the County and management of the Fairgrounds to insure that all competitive and complementary facilities are included in this analysis. Summary tables will be prepared for each factor evaluated, comparing strengths and weaknesses relative to the Fairgrounds, including:

- Physical characteristics
 - > Size
 - > Layout
 - > Rental structure
 - > Support amenities
 - > Proposed or recent expansions
- Access and facility location characteristics
- Utilization characteristics including events and activities by type, scope, and future bookings
- Attendance and ticket sales trends for concerts, spectator and sporting events and other ticketed events
- Approach to marketing facilities
- Competitive advantages and disadvantages today and in the future

Task A.6 – Assessment of Potential Uses

We will research and identify potential new events and activities that could be attracted to use existing facilities at the Fairgrounds, as well as opportunities for expanding and improving facilities to attract additional events and activities. Input from past, current (surveyed in Task A.4), and prospective users, as well as groups serving the industry and community, is a critical element of this process.

User input is the best source for identifying new and additional uses. These interviews and surveys will provide additional support for estimating the future demand for use of the Fairgrounds, determining the facilities needed to support the uses, and identifying marketing approaches to successfully attract users to the Fairgrounds.

Groups surveyed will include, but not be limited to:

- County and City officials
- Columbia Chamber of Commerce and Convention and Visitors Bureau
- Equestrian and livestock groups
- Consumer show promoters
- Rodeo, concert, circus, motorsports, and other sports and spectator entertainment promoters
- Religious, social and fraternal associations
- RV and motorcycle club sponsors (Good Sam, Holiday Rambler, Coachmen, Gold Wings, etc.)
- Youth sports clubs and associations
- City and County Parks and Recreation
- Others as identified

Factors to be addressed in the interviews and surveys include:

- Adequacy of the various facilities at the Fairgrounds, the Fairgrounds location, and hotels and other support amenities in the market area
- Groups that would consider the Fairgrounds as a location for their event but are not compatible with existing Fairground facilities
- Characteristics of facilities that are necessary to successfully meet the needs of potential users, such as location, land requirements, overall facility size, building configurations, staging area, seating capacities, parking, flat floor space, arena size, concession areas, banquet facilities, RV hookups, support facilities (barns, stalls, office space, etc.), and other facility needs

Task A.7 – Target Market/Niches and Utilization Projections

Based on the results of the previous work steps, we will identify potential new events, market niches and target markets that could be applicable to existing and potential facilities at the Fairgrounds. We will prepare utilization estimates (event calendars) that will be expressed in terms of events by type, event days by type, attendance and space requirements for the following types of events, as appropriate:

- Spectator and concert events
- Fairs and festivals
- Trade shows
- Consumer and public shows
- Sporting events
- Recreational activities
- Horse and livestock events
- RV rallies
- Commercial users
- Government uses
- Banquets
- Meetings and conferences
- Other local/regional events

Task A.8 – Fairground Facility Recommendations

For each of the existing and potentially new uses of facilities identified for the Fairgrounds in Task A.7, we will identify specific facility and amenity requirements (Recommended Facilities) to enhance success in attracting the users. Facility requirements that will be addressed include, as appropriate:

- Arena facilities and amenities
- Exhibit space and configurations
- Meeting room needs
- Banquet space
- Stage area and seating
- Horse facilities and paths
- Parking
- Sports and recreation facilities
- RV sites
- Concession areas
- Livestock facilities
- Barns, stalls and other support for horse and livestock events

We will identify the nature of any capital improvements (upgrade of existing facilities or addition of the new facilities) necessary to satisfy the needs of existing and potential users of the Fairgrounds.

The impact of the Recommended Facilities on Fair and non-Fair time operations will be identified and evaluated. This could include such impacts as (1) increased space to rent to exhibitors and concessionaires during the Fair, (2) additional events and activities that could be held during the annual Fair because of additional facilities, (3) changes in uses of existing buildings during non-Fair time, and (4) other possible impacts.

We will identify potential rental, operating and marketing policies that would maximize the usage and financial return of the Recommended Facilities. These policies include rental rates for the various facilities, user policies, staffing requirements and approaches to marketing the facilities.

Task A.9 – Summary Analysis and Working Session

We will prepare a summary analysis of our findings of the market opportunities. This analysis will include the following aspects:

- Potential users for each of the Recommended Facilities and respective market areas
- Competitive facilities, including a comparison of facilities and rental charges
- Identified market segment potential, along with matrices that graphically depict demand segments against (1) ability to compete, (2) compatibility of facilities, (3) financial return potential, and (4) economic impact potential
- Events calendar for each component of the Recommended Facilities
- Recommended sizing, configurations and amenities for each of the Recommended Facilities, including phasing and additional future improvements necessary to successfully market the facilities, if appropriate
- General marketing strategies, staffing and approaches to growing existing events/attendance and to attract and retain new events and activities
- Potential pricing policies for the Recommended Facilities
- General recommendations concerning mission, management and organizational structures and operating policies

We will make a presentation of our findings in a work session with County and Fairground representatives.

Task B – Financial Feasibility Study

Using the results of the previous work steps and an assessment of the historical financial results for the Fairgrounds and the Recommended Facilities from the Market Study phase, we will prepare a comprehensive financial assessment for the future operations of the Fairgrounds and Recommended Facilities. This assessment will include:

Task B.1 – Refinement of Potential Rental, Operating and Marketing Policies

Task B.2 – Preparation of Preliminary Financial Projections

Task B.3 – Assessment of Alternative Funding Options

Task B.4 – Final Financial Feasibility Analysis

Task B.5 – Market and Economic Feasibility Study Report

Task B.1 – Refinement of Potential Rental, Operating and Marketing Policies

We will refine and recommend potential rental, operating and marketing policies designed to maximize the utilization and financial return of the Recommended Facilities. These policies include rental rates for the various facilities, user policies, staffing requirements and approaches to marketing the facilities.

Task B.2 – Preparation of Preliminary Financial Projections

We will prepare a financial assessment of the revenues and expenses associated with the potential uses of the Recommended Facilities that were identified in the Market Study Phase. This analysis will include estimated revenues associated with the events from all sources (rentals, concessions, parking ancillary charges and the like) and the direct operating expenses for the events and uses (staffing, utilities, materials and supplies, marketing and other).

We will work with management to insure that appropriate assumptions are made regarding rental charges, booking policies, scheduling of events and operating costs. The financial impact of any recommended changes in facilities on existing operations will be identified and quantified.

Using the results of all of the previous work tasks, we will prepare preliminary financial projections for the future operations of the Recommended Facilities. These preliminary projections will involve statements of revenues and expenses and cash flow, incorporating historical financial results of the operations of the existing facilities, as well as the ability to calculate return on investment and other financial metrics. Included in these preliminary projections are the following:

- Existing revenues and expenses
- Potential revenues and expenses related to the Recommended Facilities
- Non-allocated expenses
- Existing debt service requirements, if any

The revenues and expenses of each component of the Recommended Facilities will be shown, along with an aggregation of all of the projected revenues and expenses.

Task B.3 – Assessment of Alternative Funding Options

On the basis of the results of the Market Study Phase and the Recommended Facilities, we will research and evaluate various funding options available to the Fair Board for capital projects. Options to be evaluated may include:

- Revenue bonds – taxable and nontaxable
- Bank financing
- General obligation bonds
- Federal state and local grants
- Special use taxes and fees
- Foundation creation and fund raising
- Public/private partnerships
- Sponsorships
- Operating net revenues
- Others

Using the preliminary projections of revenues, expenses and cash flows, we will conduct an analysis of the impact of various funding options. This analysis will identify an appropriate funding structure and time frame for funding major capital improvements, based on the projected cash flows available to provide for debt service requirements, as well as the ability to obtain non-debt funding.

We will review the results of the financial projections and funding options with management, the Fair Board and representatives of the County. Alternative structures will be addressed and final approach for funding capital improvements will be identified.

Task B.4 – Final Financial Feasibility Analysis

Using the results of the previous work steps, final financial projections for the first five years of operating the Recommended Facilities will be prepared, including revenues and expenses, cash flows, debt service, cost of lost revenues during construction and significant assumptions. These assumptions will detail the basis for the projected statements and will reflect the recommended management and organizational structures, operating policies and Recommend Facility components. The financial projections will include the following:

<u>Revenues</u>	<u>Expenses</u>
Building rentals	Payroll and benefits
Equipment rentals	Contracted services
Food and beverage revenues	Utilities
Parking revenues	Insurance
Advertising/sponsorships	Repairs and maintenance
User labor charges	Event expenses
Other revenues	Capital reserves
	Other expenses

Task B.5 – Market and Financial Feasibility Study Report

Using the results of the previous work steps, we will prepare a report that details our analyses and recommendations for the Boone County Fairgrounds. This report will detail our analysis of the market demand for the Recommended Facilities and the potential financial and operating impacts related to the Fairgrounds. Final financial projections will be prepared, including revenues and expenses, cash flows, funding and significant assumptions. These assumptions will detail the basis for the projected statements and will reflect the recommended operating and facility development plan.

An electronic copy of the report will be provided both via e-mail and on a CD. We will present the findings of our study to County and Fairground representatives at the conclusion of our work.

Section II – Project Timing and Study Costs

SECTION II – PROJECT TIMING AND STUDY COSTS

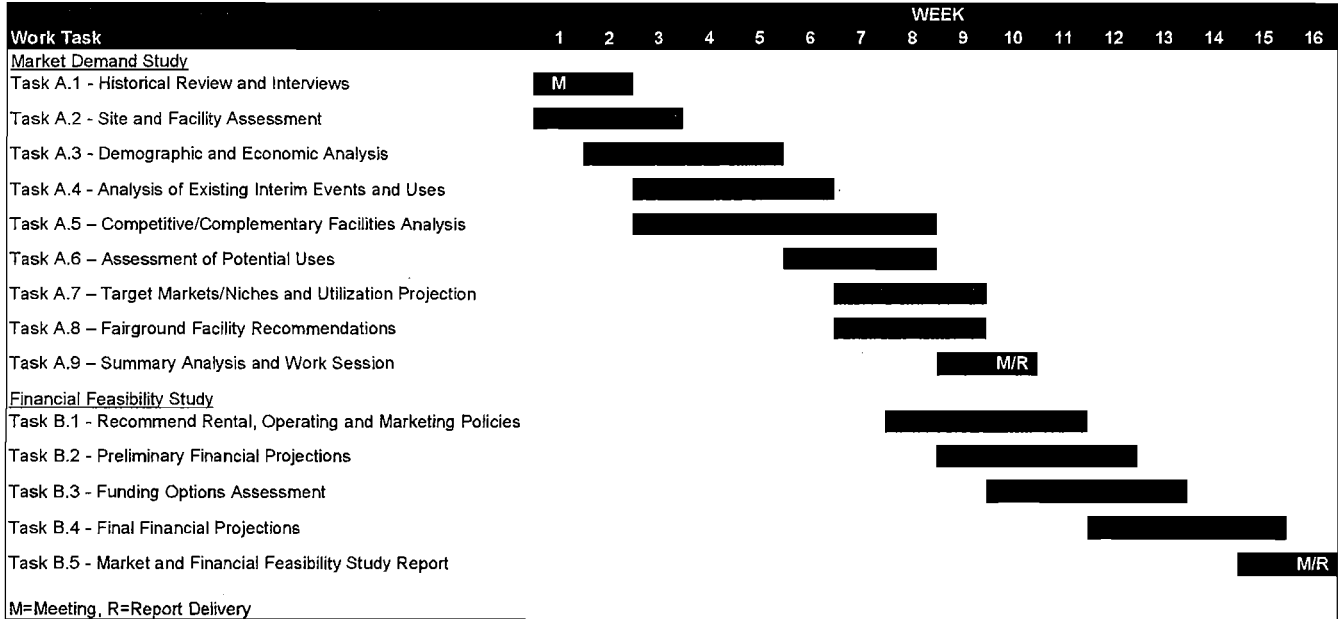
PROJECT TIMING

Based on the proposed scope of services presented in Section I, we expect the project to be completed in the following time frames:

<u>Project Phase</u>	<u>Timing</u>
Market Demand Analysis	10 to 11 weeks
Financial Feasibility and Report	6 to 7 weeks

Included in this time frame will be 3 trips to Columbia during the course of the study – one at the start of the project to conduct the site assessment and user group interviews (2 to 3 day trip), one for the market demand progress work session (1 day) and one to present the final report (1 day).

Below is schedule of the estimated work tasks for the study, as presented in Section I.



During the course of the project, we will provide bi-weekly written or oral progress reports. We will also be available, as needed, for teleconferences throughout the engagement.

STUDY COSTS

Based on our proposed scope of services in Section I and travel and research requirements, we estimate the costs of this project will be as follows:

Project Task	Fees	Out-of-Pocket Costs	Total Costs
Market Study	\$ 21,020	\$ 1,770	\$ 22,790
Financial Feasibility	<u>11,200</u>	<u>590</u>	<u>11,790</u>
Total Costs – Not to Exceed	<u>\$32,220</u>	<u>\$2,260</u>	<u>\$34,480</u>

Professional fees are based on the anticipated number of hours to complete the study and the standard billing rate of the professional. Out-of-pocket expenses include airfare, rental car, lodging, meals, mileage and other direct costs related to the study. We submit monthly progress billings and require payment within 15 days.

A detailed schedule of the estimated hours and costs are presented on the next page.

Boone County Fairgrounds Fee and Expense Proposal

Fees			
	<u>Markin Consulting</u>		<u>Total Fees</u>
	<u>\$130</u>	<u>\$50</u>	
Rate per hour Staff Member	<u>R. Markin</u>	<u>Thompson</u>	
<u>Market Demand Study</u>	<u>Number of Hours</u>		
Task A.1 - Historical Review and Interviews	12	4	\$1,760
Task A.2 - Site and Facility Assessment	6	0	780
Task A.3 - Demographic and Economic Analysis	8	16	1,840
Task A.4 - Analysis of Existing Interim Events and Uses	12	24	2,760
Task A.5 - Competitive/Complementary Facilities Analysis	12	24	2,760
Task A.6 - Assessment of Potential Uses	20	30	4,100
Task A.7 - Target Markets/Niches and Utilization Projection	12	8	1,960
Task A.8 - Fairground Facility Recommendations	20	12	3,200
Task A.9 - Summary Analysis and Work Session	<u>12</u>	<u>6</u>	<u>1,860</u>
Total	<u>114</u>	<u>124</u>	<u>\$21,020</u>
<u>Financial Feasibility Study</u>			
Task B.1 - Recommend Rental, Operating and Marketing Policies	4	0	\$520
Task B.2 - Preliminary Financial Projections	12	16	2,360
Task B.3 - Funding Options Assessment	16	8	2,480
Task B.4 - Final Financial Projections	8	20	2,040
Task B.5 - Market and Financial Feasibility Study Report	<u>20</u>	<u>24</u>	<u>3,800</u>
Total	<u>60</u>	<u>68</u>	<u>\$11,200</u>
Total Market and Financial Feasibility Study	<u>174</u>	<u>192</u>	<u>\$32,220</u>
Expenses			
Estimated Expenses:	Phase I	Phase II	Total
	<u>2 Man Trips</u>	<u>1 Man Trip</u>	
Travel Expenses (3 man trips):			
Airfare	\$700	\$350	\$1,050
Lodging	400	90	490
Auto rental and gas	250	100	350
Meals	<u>200</u>	<u>50</u>	<u>250</u>
	<u>1,550</u>	<u>590</u>	2,140
Research Costs			<u>120</u>
Total Expenses			<u>\$2,260</u>
Total Fees and Expenses			<u>\$34,480</u>

This is a "not-to-exceed" proposal.

Section III – Qualifications, References and Staffing

SECTION III – QUALIFICATIONS, REFERENCES AND STAFFING

Markin Consulting is a national consulting firm that specializes in a broad range of consulting services to the amusement and recreation industry. Based in Minneapolis, Minnesota, the firm has a major emphasis and large practice serving the fair industry. Founded in May 1990, Markin Consulting has conducted over 75 studies for fairground operations in 26 states, as well as numerous studies for arenas, amphitheaters, museums, convention facilities, equestrian facilities, tourism attractions, racetracks, and motor sports facilities.

The success of any consulting engagement is predicated upon the experience and expertise of the firm and the individuals involved. The nature of this project requires that the consultant possess the requisite experience and skills for conducting creative and innovative research and developing sound conclusions. Markin Consulting possesses the needed skills and experience to successfully complete this very important project for the Boone County Fairgrounds.

Market and Financial Feasibility Study Experience

Markin Consulting has conducted more than 75 market, financial feasibility and economic impact studies for fairgrounds and similar event facilities throughout the United States. These studies involved assessment of future market potential for existing and new event facilities, recommendations of specific facility attributes to attract and retain the potential new events, financial projections for the operation of the recommended facilities and identification of appropriate funding sources.

Below are examples of studies we conducted that are similar in scope to the study proposed for the Boone County Fairgrounds, as detailed in this proposal.

Grant County Fairgrounds, 2006 Moses Lake, Washington

Markin Consulting conducted a market study and financial feasibility analysis related to the redevelopment of the Grant County Fairgrounds, located in Moses Lake, Washington. Key issues related to this study included addressing profitability and operating efficiencies, upgrading existing facilities, identifying optimal target markets and recommending pricing to maximize net revenues. Our recommendations included new livestock and equine facilities and the development of a new exhibition facility.

Jefferson County Fair Park, 2006
Jefferson, Wisconsin

Jefferson County engaged Markin Consulting to conduct a market demand, financial feasibility and economic impact study for the possible expansion of facilities of the Jefferson County Fair Park, located in Jefferson, Wisconsin. Completed in July 2006, this study consisted of extensive market analysis of factors affecting demand for fairground facilities, including site location, economic and demographic trends, competitive facilities and others. A detailed analysis of the existing and potential annual economic impacts was conducted, along with the potential financial impacts to the Fair Park operations. Recommendations included expanded equine facilities, new exhibit space and upgraded RV facilities.

North Iowa Fairgrounds, 2005
Mason City, Iowa

Markin Consulting conducted a comprehensive market demand, economic impact analysis and financial feasibility study for the expansion of the North Iowa Fairgrounds, located in Mason City Iowa. Much of our analysis was focused on evaluating the market and financial feasibility of constructing a multi-use arena facility to accommodate horse events and activities, as well as other uses. In addition, we quantified the estimated economic and fiscal impacts associated with existing and potential non-fair operations. Based on our analysis, we recommended the construction of an 80,000 to 90,000 square foot arena facility, attached stalls and covered arena. The estimated economic impacts associated with increased usage of these facilities were approximately \$3.1 million per year.

Western Idaho Fairgrounds, 2004
Boise Idaho

Markin consulting developed a long-range operating plan and facility master plan for the Western Idaho Fair, located in Boise, Idaho. This study involved assessment of the Fair and non-fair market and operating issues, public/private partnership opportunities, relocation impacts, economic impacts and organizational structures. Our findings resulted in recommendations for the construction of a 35,000 square foot exhibit hall, major renovations to existing exhibition facilities and leasing of outlot parcels for retail and lodging facilities.

Clark County Fairgrounds, 2003
Ridgefield, Washington

Markin Consulting conducted a market, financial feasibility and economic impact study for the redevelopment of the Clark County Fairgrounds, located in the Vancouver, Washington area. We conducted vision sessions with the Board, staff, major users, community interest groups and the general public. Market segments were analyzed and assessed and recommendations for the development of a 100,000 square foot exhibition facility was the focal point of the study results. Our study estimated that the construction and operation of this facility had the potential to generate between \$8 million and \$12 million in annual economic activity in the Ridgefield area. The recommended exhibition facility was constructed and it was opened in the spring of 2005.

Evergreen State Fairgrounds, 2005
Monroe, Washington

We assisted the Evergreen State Fair Board develop a long-range operating and facility plan for this 157 acre fairgrounds, located in Monroe, Washington. Our assistance included visioning, market and operational planning, economic impact analysis and specific recommendations to guide the future operations and facilities of the Fairgrounds in its mission. We also conducted a comprehensive analysis of the annual economic impacts associated with the operations of the fairgrounds and all events and activities held at the fairgrounds.

Oregon State Fair and Exposition Center, 2000-2005
Salem, Oregon

Markin Consulting was engaged by the Oregon State Fair and Exposition Center to evaluate the market, operating and financial impacts of implementing various components of a \$60 million master plan. During the course of the engagement, Markin Consulting evaluated the market support, operating impacts and financial feasibility of expanded exhibition and equestrian facilities, renovated and upgraded concert facilities and proposed new tourist attractions. The resulting findings and recommendations were used by the OSFEC management to prioritize its request for legislative funding.

In conjunction with our review of the proposed master plan for the Oregon State Fairgrounds, Markin Consulting was further engaged to conduct a market and financial feasibility study for a new 5,000-seat arena at the Fairgrounds. We conducted significant primary research of potential users of the proposed arena (promoters of concerts, sporting events, family shows, horse shows and others), recommended facility sizing, developed estimates of the potential operating revenues and expenses of the arena, and prepared estimates of the economic impacts associated with the annual operations and activities of the arena. The arena (known as the Pavilion) was constructed and it was opened to the public in 2004.

General Service of Markin Consulting

Markin Consulting provides the following services to fair and exposition industry clients.

Long-Range Planning

Markin Consulting assists fair and fairground operations develop and implement long-range plans. This assistance includes recommending mission/purpose statements, identifying short and long range goals and objectives, evaluating and recommending strategies to achieve the goals and objectives assessing the financial, market, and operational impacts of the strategies and developing an implementation plan.

Market Demand Studies

Markin Consulting assesses existing and projected market demand and community support for proposed projects and expansion plans. Market demand studies include an assessment of market size, user needs and competitive facilities. We identify and recommend target markets, potential events and activities, probable attendance and supportable pricing. These studies include detailed assessments of historical, current and potential fair and non-fair events and activities.

Master Planning

Following the assessment of market support and community needs, Markin Consulting evaluates and recommends the optimal facility program for the project. We recommend size of the facilities, suitable location, amenities, services and support facilities. These recommendations can entail renovations to existing buildings and infrastructures, as well as the construction of new buildings and structures.

Financial Feasibility Studies

Markin Consulting assesses the potential financial performance of the proposed or existing facility by analyzing operating revenues and expenses, the type and number of projected events and price sensitivity. We recommend changes to management policies, organizational structures and operating policies that improve or enhance the facility's financial performance. Projections of revenues and expenses and economic performance, in aggregate and by profit/cost center, are prepared.

Funding Plans

Markin Consulting evaluates and recommends alternative financing methods, often combining various funding mechanisms that increase the likelihood of the project being successfully completed. Funding mechanisms can include bond financing, tax abatements, lodging taxes, user taxes, special district taxes, grants, public/private ventures and other solutions. Fund raising opportunities are evaluated, including establishing a foundation, developing community/business partnerships and other means.

Economic Impact Analysis

The economic and fiscal impacts associated with building and operating fairground and exposition facilities can be the driving force behind the successful completion of the project. Markin Consulting identifies the economic benefits and costs associated with constructing and operating the project, in terms of jobs created, tax revenues generated and incremental purchases of goods and services.

Past Record of Performance for Markin Consulting

Below is a partial listing of Fairground and Exposition Facilities to which Markin Consulting has provided services.

Alabama State Fairgrounds
Birmingham, Alabama

Florida Horse Park Authority
Ocala, Florida

Alameda County Fairgrounds
Pleasanton, California

Heart O' Texas Fairgrounds
Waco, Texas

Benton County Fairgrounds
Corvallis, Oregon

Illinois State Fairgrounds
Springfield, Illinois

Benton-Franklin County Fair
Kennewick, Washington

Iowa State Fair
Des Moines, Iowa

Brown County Fairgrounds
New Ulm, Minnesota

Kansas State Fair
Hutchinson, Kansas

Canyon County Fairgrounds
Caldwell, Idaho

La Plata County
Durango, Colorado

Carver County Ag Society
Watertown, Minnesota

Lake County
Eustis, Florida

Casey County Ag Center
Liberty, Kentucky

Larimer County
Loveland, Colorado

Central Washington State Fair
Yakima, Washington

Lassen County Fairgrounds
Susanville, California

Champlain Valley Exhibition
Essex Junction, Vermont

Lincoln County Fairgrounds
Newport, Oregon

Clark County Fairgrounds
Vancouver, Washington

Linn County
Albany, Oregon

Clatsop County Fair
Astoria, Oregon

Minnesota State Fair
St. Paul, Minnesota

DuQuoin State Fair
DuQuoin, Illinois

Monroe County Fair
Rochester, New York

Evergreen State Fair
Monroe, Washington

Nebraska State Fair Park
Lincoln, Nebraska

Past Record of Performance for Markin Consulting (continued)

North Idaho Fairgrounds
Coeur d'Alene, Idaho

South Alabama State Fair
Montgomery, Alabama

Okeechobee County
Okeechobee, Florida

Sweetwater County Expo
Rock Springs, Wyoming

Oregon State Fair and Expo Center
Salem, Oregon

Tanana Valley Fair
Fairbanks, Alaska

Osceola County
Kissimmee, Florida

Tennessee State Fair
Nashville, Tennessee

Ozark Empire Fair
Springfield, Missouri

Teton County Fairgrounds
Jackson, Wyoming

Rockingham County Fairgrounds
Harrisonburg, Virginia

Tri-County Ag Center
Blountstown, Florida

Santa Maria County Fairgrounds
Santa Maria, California

Walla Walla County Fairgrounds
Walla Walla, Washington

Seaside Park
Ventura, California

Washington County
Lake Elmo, Minnesota

Shasta District Fair
Anderson, California

Washington County Fair Complex
Hillsboro, Oregon

Sioux Empire Fair
Sioux Falls, South Dakota

Washington County
West Bend, Wisconsin

Solano County Fair
Vallejo, California

Western Idaho Fair
Boise, Idaho

Sonoma-Marin Fair
Petaluma, California

Western Montana Fair
Missoula, Montana

Markin Consulting References

Below are references for Markin Consulting for this proposal.

Client and Contact

Mr. Al Holman
Grant County Fairgrounds
3953 Airway Drive NE
Moses Lake, Washington 98837
509-765-3581 *RA 34 Ed*

Ms. Katie Elson
North Iowa Fair
3700 4th Street SW
Mason City, Iowa 50401
641-423-3811

Mr. Terry Atchison
Walla Walla Fair and Fairgrounds
P.O. Box G
Walla Walla, Washington 99362
509-527-7403 (direct line)

Client and Contact

Ms. Katie Canon, Former Director
Oregon State Fair and Expo Center
2330 17th Street N.E.
Salem, Oregon 97310
503-559-6901

Mr. Don Hillman
Washington County Fair
873 NE 34th Avenue
Hillsboro, Oregon 97124
503-648-1416

Mr. Mark Campbell
Evergreen State Fairgrounds
14405 179th Avenue SE
Monroe, Washington 98272
360-805-6704

Markin Consulting Proposed Staffing

Mr. Rod Markin, President, will be the primary consultant who will conduct the work tasks detailed in Section I of this proposal. Heidi Thompson, consultant, will be assigned to this project to assist with research, analysis and administrative support. Mr. Markin and Ms. Thompson's resumes are presented below.

Rodney J. Markin, CPA

Rodney J. Markin is founder and president of Markin Consulting, a national consulting firm to the amusement, recreation and tourism industries. Mr. Markin has conducted a variety of engagements for a variety of event facilities, with particular emphasis on fairgrounds and equine facilities. Below are some examples of Mr. Markin's previous engagements.

- Conducted market and financial feasibility studies, funding assessments, long-range business plans, economic impact studies, and facility plans for fairgrounds and exposition centers, horse facilities, city and county park facilities, campground and RV facilities, performing arts facilities, museums, amusement parks, sports arena, convention centers, hotels, office buildings, apartments and mixed-use facilities.
- Conducted market and financial feasibility studies for planned and existing pari-mutuel race tracks in the States of New York, Florida, Texas, California, Nebraska, Iowa, Missouri, Kansas, Wisconsin and Michigan.
- Conducted market, financial feasibility and economic impact studies for multipurpose motor sports facilities Nevada, Iowa, Illinois, Tennessee, Montana, California and Washington

Rod has served as a featured speaker for a variety of national and regional meetings and conventions, presenting such topics as strategic planning for the fair industry, economic impact analysis, pari-mutuel operations, and trends in the amusement and tourism industry. Mr. Markin has authored numerous articles on fairgrounds and exposition operations and management.

Mr. Markin is a graduate of the University of Wisconsin with a Bachelor of Business Administration degree in public accounting. Mr. Markin is a member of the American Society of Certified Public Accountants, the Minnesota Society of Certified Public Accountants, the International Association of Assembly Managers (IAAM), and the International Association of Fairs and Expositions (IAFE).

Heidi Thompson

Heidi Thompson is a market/financial analyst with Markin Consulting. She has participated in numerous fairgrounds, exhibition and arena studies. Below are some examples of Ms. Morse's previous engagements.

- Conducted market research, surveys and interviews of current and potential users of fairground and equestrian facilities, as part of market demand studies, for fairgrounds in California and Washington
- Conducted research and assessments of local and regional competitive facilities, as part of a market demand studies for new and renovated exhibition, equestrian and fairground projects
- Prepared and analyzed economic impact studies of fairgrounds and multi-use facilities to assess the incremental community and facility benefits of new or improved facilities
- Researched and assessed various demographic and economic factors associated with market demand studies for fairground, exhibition, equestrian and other event facilities

Ms. Morse holds an undergraduate degree in Applied Mathematics from the University of Wisconsin – Stout and a Masters of Business Administration from the University of St. Thomas.



5610 Glenwood • Boise, ID 83714
(208) 287-5650 • Fax (208) 375-9972
www.expoidaho.com

Home
of the



August 31, 2006

To Whom It May Concern:

In 2004, Markin Consulting and Bullock Smith & Partners were hired by Ada County to develop a master plan for the Western Idaho Fairgrounds. Markin Consulting was responsible for (1) identifying expanded and new events that could be held at the Fairgrounds, (2) recommending specific facility requirements (new and/or renovated) to successfully attract the identified market opportunities and (3) assessing the financial feasibility of the market opportunities and facility impacts.

A number of key issues were involved in this process that were effectively analyzed and addressed by Markin Consulting -- the future need for RV campsites, the possible demolition/removal of our race track, the potential relocation of the Fairgrounds, and opportunities for future retail developments to be located on Fairground out lots.

Mr. Markin, who served as the principal consultant for Markin Consulting, proved to be an excellent choice for this study. He demonstrated a clear understanding of not only our particular issues, but how changes to our facilities and activities would impact the broader community. His research, financial analyses and recommendations were objective, conservative and realistic in their implementation. Markin worked very well with our staff and Board, effectively garnering high regard for his analysis and recommendations.

I highly recommend Markin Consulting for any market and feasibility studies for fairgrounds and similar event facilities. Please feel free to contact me with any questions you may have about Markin Consulting's work for our master plan.

Sincerely,

Robert Batista, CFE
Fair Manager

RB/bn



OREGON STATE FAIR
& EXPO CENTER

2330 17th Street NE
Salem, OR 97303-3201

Phone: 503-947-3247
Fax: 503-947-3206
www.oregonstatefair.org

September 1, 2005

To Whom It May Concern:

Over the past 15 years, the Oregon State Fair and Exposition Center (the OSFEC) has used Markin Consulting on numerous occasions to provide valuable and needed analyses of our operations and facilities. In most recent years, Markin Consulting has performed the following services:

- 2000 – Market and Financial Feasibility Study of the components of a master plan for the OSFEC.
- 2001 – Market and Financial Feasibility Study for a 5,000-seat arena facility (the Pavilion) for the OSFEC. The Pavilion opened in 2004.
- 2002 – Economic Impact Study for the Pavilion.
- 2004 and 2005 – Economic Impact Studies of major RV rallies held at the OSFEC.

With regard to the market and feasibility studies conducted by Markin Consulting in 2000, following the completion of a master plan concept for the OSFEC by an architectural team, Markin Consulting was hired to evaluate the market and financial feasibility of specific components of the master plan. As a result of Markin's work, certain components of the master plan were deemed not feasible, including office space, a museum and renovation of an adjacent National Guard armory.

Markin did, however, identify two key opportunities that were not a part of the original master plan that had positive operational and financial implications – (1) the removal of the racetrack and grandstand and replacing them with a 5,000-seat arena facility and (2) the development of an RV camping area for year-round use. During this study, Markin also evaluated the overall revenue and expense impacts associated with renovating and expanding certain other existing buildings and structures on the grounds.

All of our experience with Rod Markin, President of Markin Consulting, has been more than positive and I highly recommend that any event facility that is contemplating changing its facilities or operations hire Markin. His understanding of fair and fairground operations has proven invaluable to us in all of our engagements with him.

Sincerely,

OREGON STATE FAIR & EXPOSITION CENTER



Katie Cannon
Director



WASHINGTON COUNTY

OREGON

Fair Complex

August 31, 2005

To Whom It May Concern:

The Washington County Fair Complex recently entered into a redevelopment agreement with Opus Northwest LLC that involves the redevelopment of a portion of our property, and the relocation and construction of new modern exposition facilities to another portion of our property. The new modern exposition facilities will also serve as the new home of the annual Washington County Fair.

While we have developed specific facility plans for the new site, we have hired Markin Consulting to evaluate the financial feasibility of the new facilities, as well as to provide us with any recommendations of sizing, capacities, amenities and layout.

I have known Rod Markin for about 20 years and knew he was the go-to-guy when we decided to secure the services of a highly qualified and competent consultant to verify the financial viability of our plans. As such, I strongly recommend Markin Consulting to others in need of similar services.

Sincerely,
WASHINGTON COUNTY FAIR COMPLEX

Don G. Hillman CFE
Executive Director



Snohomish County
Evergreen State Fairgrounds

Aaron Reardon
County Executive

14405 - 179th Ave. S.E.
P.O. Box 129
Monroe, WA 98272

(360) 805-6700
(800) 562-4367, Ext. 6700
FAX (360) 794-8027

Events Info:
(425) 388-3200

August 31, 2005

To Whom It May Concern:

Snohomish County and the Evergreen State Fair hired Markin Consulting in June of 2004 to assist in developing a long-range plan for the future of the Evergreen State Fair and Fairgrounds (the ESF). This project involved developing a detailed assessment of operational, organizational, financial and facility factors that will impact the future success of the ESF.

During the course of the study, Rod Markin, president of Markin Consulting, assisted the Board of Directors, management and staff in developing a focus on key trends and factors that will be positively affecting our operation for years to come, including the need for additional exposition facilities, stronger marketing efforts for non-fair use of the fairgrounds, expanding staff in a structured manner, and various operating and pricing changes.

Our work with Rod Markin and Markin Consulting has led to a comprehensive plan that is not only realistic but achievable. Communication throughout the process was outstanding, with clear expectations established and regular updates of progress. The staff of Markin Consulting understands the fair industry, making all the work and time spent productive.

We recommend Markin Consulting to help establish your future directions, resolve current issues, or simply better the operations of your programs. If you have any questions, don't hesitate to contact me at 360-805-6704.

Sincerely,

Mark Campbell, Manager
Evergreen State Fairgrounds

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

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

E-mail: mbobbitt@boonecountymo.org

August 19, 2006

Rod Markin, President
Markin Consulting
120 Woodland Pond Park
Maple Grove, MN 55369

Dear Mr. Markin:

This letter confirms the date for Boone County's interview with your firm regarding your proposal response for Request for Proposal number 56-01AUG06 – *Market Assessment and Financial Feasibility Study for the Boone County Fairgrounds*.

Date: Wednesday, August 23, 2006

Time: 2:00 – 2:30 p.m. (Interview may run a little longer than 2:30 p.m., but no later than 3:00 p.m.)

We will be calling you at 2:00 p.m. at your telephone number of (763) 493-3568.

Attached is a list of questions/concerns that we would like you to discuss and respond to during this interview. Please e-mail a **written response** to these questions to distribute to our committee members to mbobbitt@boonecountymo.org. Please note that your written response will become a part of the contract documents should your firm receive award of contract from this proposal.

We request that the proposed key personnel/County primary contacts attend this meeting and be available to answer questions, so we have the opportunity to visit with these individual(s). Please e-mail me the names and titles of all individuals that will be attending prior to August 23.

Should you have any questions before then, I may be reached at (573) 886-4391.

Sincerely,

Melinda Bobbitt, CPPB
Director of Purchasing

cc: Evaluation Team Members
Proposal File

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

601 E. Walnut, Room 208

Columbia, MO 65201

Phone: (573) 886-4391

Fax: (573) 886-4390

E-mail: mbobbitt@boonecountymo.org

56-01AUG06 – Market Assessment and Financial Feasibility Study of the Boone County Fairgrounds

Interview Questions for Markin Consulting

- 1) The proposal response refers to surveys (Task A.6, pg I 8). Please describe what types of surveys are proposed.
- 2) The proposal response refers to meetings and interviews as well as a presentation at Task A.9 and again at the conclusion of the project. The proposal is unclear as to the number and nature of on-site visits that the firm is including in the work to be performed. (Page II-3 indicates that R. Markin will be on site twice and Thompson will be on site once, but is unclear if this constitutes three (3) separate on-site visits and what their respective roles will be for each of the visits.) Please clarify the number of on-site visits and the work to be performed by each individual.
- 3) Please complete the following.
 - a. Consultant will begin work on this project within _____ days after receipt of Notice to Proceed from the County.
- 4) Please provide a sampling of the information that you would need the County to provide if you are awarded the contract.



BOONE COUNTY, MISSOURI
RFP #: 56-01AUG06 – Market Assessment and Financial Feasibility
Study of the Boone County Fairgrounds

ADDENDUM #1
(Issued July 12, 2006)

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

I. Attachments for Informational Purpose:

“Landlocked” article in the Columbia Missourian, April 30, 2006

Lease Agreement between Boone County and the Boone County Agricultural and Mechanical Society

11. Change to RFP Specification:

Change 1.1.b. from 10:15 a.m. to 1:15 p.m.

III. We received the following questions and we've added our response:

- 1. Section 3.3.2.7a. indicates that the consultant is to recommend facilities to attract the identified market segments in Section 3.3.2.6. In addition to the general facility sizing and configurations, are you asking the consultant to prepare estimates of the costs of the facility recommendations?**

Response: No, not at this time.

- 2. Who will be the main contact person/group for the County with whom the consultant will be working?**

Response: Commissioner Skip Elkin

Note: All questions or comments regarding the RFP, the evaluation, etc. must be directed to the buyer of record. Please do not contact any County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process.

3. What is the current management structure for the Fairgrounds? Does the County feel that it needs to be changed?

Response: The County purchased the fairgrounds in October 1999 from the Boone County Agricultural and Mechanical Society and the Fair Board, Inc., and subsequently entered into a month-to-month operating lease with the Society and the Fair Board (See attached Lease). In exchange for use of the land and facilities, the Society and Fair Board are responsible for operating business activities sufficient to pay for all maintenance and upkeep of the property. No lease or rental payment is required to be paid to the County for use of the property. The Fair Board and the Society contract with Heartland Management for day-to-day management services of the business operations. The month-to-month lease agreement was intended to be a short-term arrangement until such time that the County Commission determined the best long-term use for the property; however, it continues in effect to this day.

The County Commission purchased the property with the expectation that it would generate sufficient revenues to cover operating expenses and maintain the facilities. At the time of the purchase, the County Commission made firm commitments that County general revenues would not be allocated to subsidize or otherwise support maintenance or operations of the facility. The Commission has been advised by the lessee that the day-to-operations of the property are not generating sufficient revenues to maintain the property and the County has recently financed limited-scope repairs. Members of the Fair Board and the Society have also advised county officials that net profits from the operation of the annual fair have been used to cover operating deficits. Boone County does not have any role in or responsibility for the day-to-day operations of the facility or of the annual fair. In addition, the County does not operate a Parks Department, Convention Center, or any other similar function and therefore does not have County staff who are trained and knowledgeable regarding these activities and functions.

As noted above, the County intended for the operations of this facility to be self-sustaining but it appears that this may not be the case. Since the County has no role, responsibility, or oversight for the day-to-day management and operation of the facility, the County has no basis for concluding whether or not an expectation of financial solvency is valid. The County desires the Consultant to evaluate the current management structure, as well as alternative management structures, in order to identify the strengths and weaknesses of the various optional structures and to make a recommendation regarding the most effective management structure.

4. Has a budget range been established for this contract?

Response: No budget range has been established at this time.

5. **Has any similar market or financial studies on the fairgrounds been conducted in the past? If so, what firms performed the work, and what were the contract values?**

Response: No market and financial feasibility study has been conducted on the Boone County Fairgrounds in the past.

6. **If we are not able to attend the pre-proposal conference, will answers from submitted questions and questions raised during the conference be provided to potential bidders?**

Response: All questions will be answered in writing and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities).

By: _____



**Melinda Bobbitt, CPPB
Director of Purchasing**

OFFEROR has examined copy of Addendum #1 to Request for Proposal #56-01AUG06 – *Market Assessment and Financial Feasibility Study of the Boone County Fairgrounds*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

[Print this page](#)
[Close this window](#)

MISSOURIAN

Columbia, Missouri

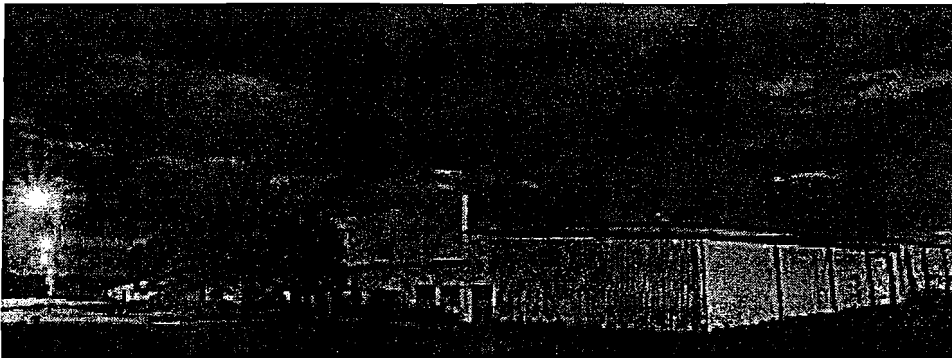
Landlocked

The Boone County Fairground struggles to make a profit, but none of the proposals in the 2002 fairground master plan have even been started

By CRISTOF TRAUDES

April 30, 2006

[Note: this story has been modified since its original posting.]



The main building of the Boone County Fairground, seen at sunrise last Monday, is one of 25 existing structures at the fairground. Photos by LEAH GALLOW/Missourian

even wild burro sales. And, of course, there's the annual Boone County Fair, the signature event on the property.

Harris is there nearly every day, maintaining the grounds, supervising staff, overseeing events and booking them far into the future. The 2008 schedule is filling quickly.

Despite the activity, the fairground makes no money. And seven years after Boone County commissioners elected to buy the property for \$2.6 million — relieving the fair board of its debt and envisioning a recreational area with ballfields, trails and a dog park — little has happened to make those plans come to fruition.

Discussions about the future of the fairground have dragged on. A master plan approved in 2004 remains little more than a drawing. Efforts to at least create ballfields have stalled. The fair board, formally known as the Boone County Agricultural and Mechanical Society, has struggled to keep the operation afloat and implored county officials to get the city of Columbia involved. Harris, meanwhile, continues to work under a “temporary” agreement forged in 1999.

Uncertainty compounds the problems. A major annual horse show has ditched the fairground for a more stable location. Youth baseball organizations that once pledged thousands of dollars in assistance have grown frustrated and skeptical as the need for new fields grows. County commissioners' efforts to get a handle on fairground finances have largely failed.

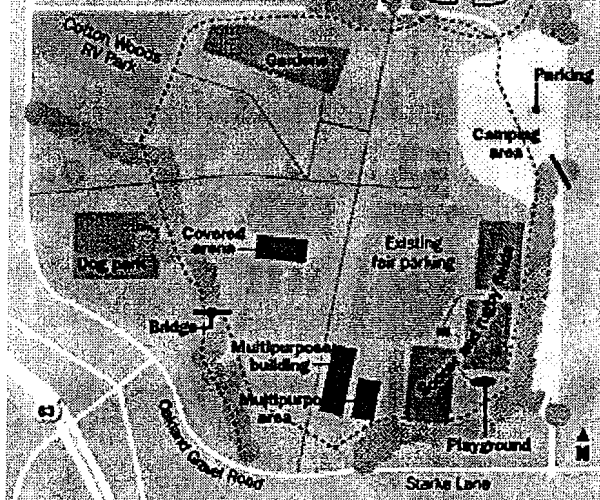
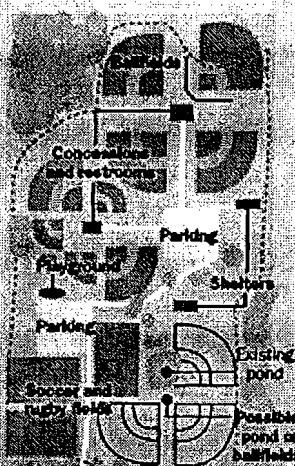
George Harris works weekends, lots of weekends.

As manager of the county-owned Boone County Fairground, Harris has booked events for all but three weekends this year. There are horse shows and gun shows and tractor pulls and conventions. There are auctions and rodeos and

BOONE COUNTY FAIRGROUND MASTER PLAN

This master plan for the Boone County Fairground was approved by city and county officials in 2004. The initial goal was to complete the first phase of the plan - which includes five youth ballfields - this year and the rest by 2014. None of the work has been done so far.

Existing path
Walking trail
Existing structure
Tree



Source: Boone County Commission

LINDSAY J. CARPBACK/Missourian

Opinions abound about the reasons behind the lack of progress. Some say county officials should have deliberated longer before buying. Others say it was never a good idea or that the county is simply failing to take the right steps.

Commissioners, meanwhile, urge patience, saying the wheels of government turn slowly.

The effort is picking up speed. A meeting this month created at least the impression of momentum when city officials told county and fair board representatives that they are willing to lend their expertise in an effort to push the fairground forward.

MANAGEMENT ANGST

Running the fairground is an intricate financial affair. Despite consistently full year-round schedules, the fairground's events-based business, which doesn't include the annual fair, lost \$78,888 in 2004 and \$83,733 in 2005.

Leigh Nutter, former treasurer of the not-for-profit fair board, said that's common. Other events-based businesses around the county rely on secondary revenue to counter losses on event bookings. The Midway Expo Center, for example, has an antique mall, a convenience store and a restaurant to help keep it in the black.

At the fairground, the saving grace is the 10-day fair, which in 2004 and 2005 cut the fairground's losses to \$20 and \$192, respectively.

Relying on the fair every year, however, makes the fair board uncomfortable, Nutter said.

"Our financial stability is weather-dependent," she said. "We're just put in a very risky position."

The management angst can be traced to the fairground's relocation to Oakland Gravel Road. By the late 1980s, the fair had become cramped at the Clinkscales Road and Ash Street site. It is now the site of the Activity and Recreation Center.

The fair board said it felt a change of locale was necessary. In 1991 the newly-formed Boone County Fair Board Inc. bought the former Cotton Woods Memorial Airport, which at the time was primarily a rolling pasture of fescue shaded by scattered elm trees.

Vicki Russell, the fair board president, said the size of the property made it prime for hosting more than just an annual fair. The board took out loans to create a gravel parking lot and to build stalls, barns and the Coliseum, the site's headquarters. And it hired Harris, who had been managing the Midway Expo Center, to oversee the operation.

Harris said business was good, or at least as good as it could be. The business of hosting events, he said, is rarely profitable on its own.

Harris charges the organizations that use the grounds different amounts depending on the season and how much of the facilities they use. His standard fee for use of the front room of the Coliseum, for example, is \$2,500 a day, but he's willing to charge less during slow times of the year.

Harris lands many events by bidding against other fairgrounds, some as far away as New York state.

"I have to price this facility with what the competition price is," he said.

Once the bills for utilities, labor and management are factored in, however, those prices have produced no profit. It didn't take long for the fair board to learn it wouldn't be able to pay off its loans. By 1998, it was \$2.5 million in debt. When Russell joined the board, the debt was rising by more than \$400 a day.

The fair board sought a remedy in June 1998, when it approached the Boone County Commission about buying the property. A year later, and after much debate about whether the county had any use for the land or whether it had the capacity to manage a major park, the county bought the fairground and its buildings for about \$2.6 million.

Discussion quickly turned to the question of who would manage the year-round events business. Don Stamper, presiding commissioner at the time, said the fair board would have to continue managing the business only through 1999.

"It appeared to us (that the fair board) wanted out of (managing the property) right away," Southern District Commissioner Karen Miller said recently. "So we were trying to do that."

Under a contract signed in 1999, the county leases the fairground month to month to the fair board for free. If and when a new operator is found, the board's responsibilities will be limited to conducting the annual fair.

"That was supposed to be a short-term arrangement, but here we are six years later," said Northern District Commissioner Skip Elkin, who was not in office when the fairground was purchased.

Trouble started quickly. The commission had a difficult time drafting a request for proposals for potential managers and didn't send them out until May 2000, five months beyond the original goal.

Then the commission hit another snag. Only one person — Harris — applied.

He proposed leasing the land from the county for \$50,000 less per year than the commission had hoped.

Despite Harris' eight years of experience managing the fairground, the commission turned him down.

"I think they were disappointed with my offer," Harris said.

The county subsequently halted its search, but the fair board continued to employ Harris as the property's manager under the same terms of his 1991 hiring. But the issue reared its head again when something as simple as a broken industrial-size air conditioner challenged the fair board just before the 2005 fair. Because it had no extra money and with the annual fair just around the corner, the board asked the county to pay for the \$10,000 repair. Current Presiding Commissioner Keith Schnarre caused a stir

when he suggested closing the fairground. "If you can't cover your costs, at some point you've got to shut down," Schnarre said at the time.

While the fairground didn't close, Russell said the broken air conditioner was a wake-up call.

"We have eight of those, and they are all the same age," she said. "If we continue to have major breakages, it could put us out of business."

A CALL FOR COOPERATION

In December the fair board formally asked that county commissioners meet with Columbia officials to seek help in solving the management issue and to push planning for the fairgrounds ahead. The biggest issue with taking over management of the property has been determining how the county can avoid making it a financial burden.

Russell said the solution is for the county to work with Columbia. She proposes that the city's Parks and Recreation Department manage the fairground. After all, she said, the city will soon surround the fairground.

In Russell's vision, the county, which has no parks department, would continue to own the land, and the county, the city and the fair board would appoint representatives to a fairground advisory board.

"That would be a beautiful marriage," she said.

City Manager Bill Watkins said he thinks Russell's idea could work, especially because it would represent a cooperative community effort. But the city, he said, isn't really interested in inheriting year-round management.

"We don't have immediate expertise in running an events-based facility," Watkins said. "I think we can learn to do it, but we're not real anxious to take it over."

The city probably would limit its involvement to lending unique expertise on parks development and management, Watkins said.

Miller was happy when Watkins said the same at the meeting with commissioners and fair board members. "That's exactly what I wanted to hear," she said.

While Miller said she is intrigued by the idea of city involvement in recreational planning, she wants to ensure the fairgrounds remain a facility where the entire county is welcome.

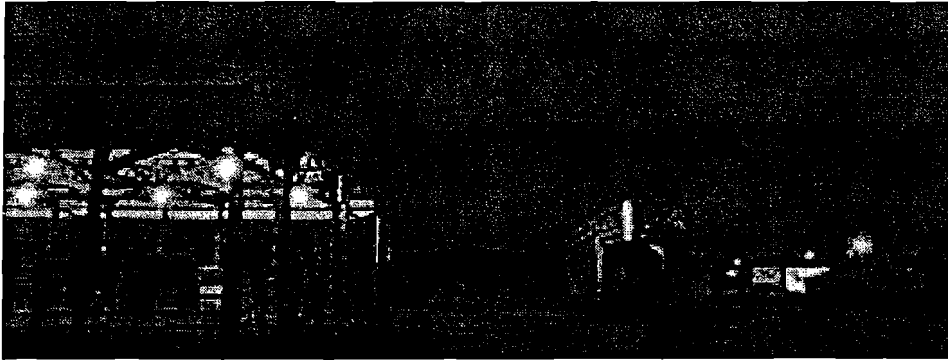
"I want to make sure that county users can come from any city without any conflict," she said. "If there's a (youth sports) league in Ashland that's overcrowded, I want them to be able to come there, too."

Miller also hopes to make the events business profitable. Her proposal, which was tentatively approved by all sides at the meeting, is to have the county hire a consultant to analyze market demand. A management decision would follow.

Lorah Steiner, executive director of Columbia's Convention and Visitors Bureau, said that's an important step.

“We have to look at fairgrounds across the country that are analogous to our facility,” she said.

What’s been a challenge is finding such facilities. Steiner said no national organization exists that focuses on year-round fairgrounds. Still, she said, a consultant who has experience with similar fairgrounds could guide plans in the right direction, whether that means trying to make a profit or using the land for a different purpose.



Night falls over the stables of the Boone County Fairground during the World Foxtrotting Horse Sale on March 19.

“It’s about finding out the best practices,” she said.

That solution could allay the fears of some county officials who want precise knowledge about the profits or losses produced by each fairground event. Right now, those balance sheets don’t exist.

“We don’t know what fees are charged, how the money is being handled out there,” County Treasurer Kay Murray said. “I think if we own the fairground, probably we ought to be somewhat enlightened on that.”

The fair board tracks annual revenue and spending, but does no accounting on individual events outside the fair. Russell said the board lacks the money to hire someone to do that.

Russell also doesn’t like the idea of just going after events that will bring in a lot of money.

“We’re not saying we ditch non-moneymakers for big moneymakers,” Russell said. “It’s hard. You don’t just go out and get huge events.”

CONSEQUENCES OF UNCERTAINTY

Prolonged indecision about the future of the fairground has come at a price. Groups that either hold events at the fairground or hope to have a stake in its development have grown weary of the stalemate.

The Missouri Paint Horse Club is among them. It recently decided to pull one of the fairground’s biggest events, its annual Labor Day horse show, in part because it sees no consensus emerging on what to do with the property.

“All that indecision about what to do in the future is a major concern to us,” club treasurer Greg Tambke said.

The show has been a staple at the fairground for 15 of the past 16 years. Club members, however, wanted to move it to a more stable location because it’s their biggest show of the year, drawing exhibitors from 13 states.

“We’ve been big supporters of the Boone County Fairground,” Tambke said. “Maybe us moving out will be a wake-up call.”

County officials, however, refuse to set a new deadline for finding new management. Miller said repeated failures to meet deadlines are unfair to others involved.

“You have to think about Mr. Harris, not knowing whether he’s going to be around six months from now or not being around six months from now,” Miller said. “We wanted to (replace management) by the first of the year, and then we wanted to do it by the end of the fair. Let’s not do this to this man.”

Along with the management issue, there’s also the continued lack of progress on development of the fairground and an adjacent 80-acre tract that Tom Atkins donated to the city and county.

A master plan approved by the County Commission and the Columbia City Council in 2003 calls for 12 baseball fields, three soccer fields, a 3.5-acre dog park and youth camping areas. It also included a 10-year timetable for completion. The first phase, which calls for nine ballfields to be constructed on the Atkins tract, was supposed to be finished this year.

So far, nothing has happened. Elkin said money is the main reason.

“Our coffers aren’t just overflowing with extra money to invest in parks and rec opportunities,” he said.

Elkin tried to boost funding early on by approaching youth sports organizations. Diamond Council of Columbia pledged \$10,000 and the BC Baseball League pledged up to \$25,000.

But Steve Reller, executive director of the BC league, said that the league has heard very little from the commission since its pledge. He was unaware the county had any plans to build this year.

Paul Blythe, president of Diamond Council, said he isn’t surprised that construction hasn’t begun. “We’re dealing with government,” he said.

Both Elkin and Miller said they think there will be two ballfields at the fairgrounds by the end of this year.

“We’re getting ready to see some things out there,” Elkin said.

Reller, however, said the need for ballfields is higher. “I could use six right now.”

Miller said she understands. She said: “The city admits there’s a need. The county admits there’s a need. The groups that try to manage that need are crying because there’s a need. But it takes all of us having a spearheaded effort ... to make things happen.”

Another incentive to build the fields quickly is a \$76,005 national grant that requires initial work to be done this year. Elkin said the county had planned to have the National Guard do the work through a special program, but the guard has been unavailable because of the war in Iraq. He’s now working with Columbia Parks and Recreation Director Mike Hood and an engineer to determine how much earthwork must be done and how much it will cost. Once that information is in hand, the actual work shouldn’t take long, he said.

STALLED DEVELOPMENT

Plans for developing the fairground for recreation began before the county bought the land. What type of recreation, however, remained unclear for some time. Some wanted an ice arena; others wanted the

focus to be on youth ballfields.

In early 2002, after a preliminary master plan showed 13 youth ballfields and a multipurpose sports facility, the county sent out requests for ice arena proposals. Several companies submitted them, but they were all rejected because they sought money from the county.

The potential for a recreational fairground didn't die, though. Instead, Atkins' donation of the 80 acres furthered it. The county had intended to buy that land in 1998, along the north side of the fairground, as part of its original purchase. But Atkins beat them to it.

However, in 2002 Atkins donated that property to the city and the county with two stipulations: The governments had to work together, and they had to develop the fairground for recreational purposes.

"What I'm hoping for is a youth sports facility," Atkins said in 2002. "We need to look after the youth of our community first. Later, they'll take care of us."

While the city and county accepted the donation and agreed to cooperate, they've made little progress. Columbia voters did pass a parks sales tax in November that included \$700,000 for youth ballfields, but the city has yet to decide whether it will spend that money at the fairground or at the planned Bristol Lake park.

Because many aspects of the fairground's recreational development remain indefinite, some think the master plan might never be realized.

"With all the years of my experience, I wouldn't hold my breath seeing it happen," said Murray, the county treasurer. She said she wonders how the county will ever be able to find the estimated \$4.5 million the master plan would cost to implement.

"The commissioners have said they'll never use general revenue funds to keep up with the fairground," she said. "Well, if you're not going to do that, then you better think of another way to get money to come in, and that doesn't seem to be on anybody's agenda."

Commissioners thus far have spent no general revenue on the fairground, relying instead on a \$541,000 insurance settlement in the wake of a 2002 tornado that damaged fairgrounds buildings.

The county is lobbying the state House and Senate to enable it to create a regional recreation district that would let it tax commercial enterprises in and around the fairgrounds. The Senate version of the bill never got voted on, but the House bill is still alive. Even if that bill passes, the immediate impact would be minimal, Elkin said, because there's nothing around the fairground to tax.

Still, commissioners maintain they're making steady progress.

"Government doesn't move fast," Miller said. "You make a lot of mistakes if you move too fast in government. It's very frustrating sometimes, but that's just the way it is.

"If people want (fairground development) done quicker, they're going to have to come together and take it to the voters."

But former commissioner Stamper said the commission simply isn't aggressive enough.

"I think there's some opportunities being missed," he said. "There are some folks in the community you could go to and ask for direct contributions and funding. There's just endless possibilities. But they have to want to see them and look for them."

20/20 HINDSIGHT

Before the county bought the fairground, many residents and officials voiced concern about whether it would be a good move. Some remain unconvinced. Both Murray and County Auditor June Pitchford were openly hesitant at the time of the purchase, and they remain critical today.

"It was a significant capital acquisition that had not been identified in any long-range plan of the county," Pitchford said. "It came to the commission rather out of the blue, and it was acted upon without the typical study and analysis we're accustomed to."

She said she wishes the commission had spent more time asking what public purpose taking over the fairground's operations would serve.

"County government is responsible for state services that have been delegated to it by the state," Pitchford said. "Operating an exhibit center is not one of those."

But quality of life is a county responsibility, Commissioner Miller said. "And recreation is a big part of quality of life."

There were other qualms. In 1999, Murray worried that a county-owned fairgrounds would just sit. In a recent interview, she was asked whether her prediction is coming true.

"Oh, sure it is," she said. "I'm not against county government buying property, but the circumstances surrounding that purchase were definitely not palatable to the rest of the county officials because it was just bailing out a certain group of people."

She was referring to an often-heard argument that Stamper's relationship with former fair board President Billy Sapp was a primary motive for buying the land. Sapp had personally loaned about \$1 million to the fair board when it first started having financial problems. In 1998, the board chose to consolidate all of its debt with First National Bank. Sapp guaranteed his part of the amount to the bank, putting himself at financial risk if the county didn't buy.

Stamper, now a spokesman for Con-Agg, which Sapp owns, and for the Central Missouri Development Council, for which Sapp serves as board president, said a bailout was never his intent.

"(The purchase) was more controversial than it should have been," Stamper said recently. "It was about kids. It was about future generations. It was about setting aside 200-plus acres to give to the use of children."

Murray doesn't buy that.

"They didn't put any effort into it for the kids," Murray said. "That's what I was worried about, that they'd just let it sit."

Schnarre criticized the purchase throughout the 2002 campaign against Stamper. Today, however, he wants to put that criticism behind him.

"I don't think that's something to discuss anymore," he said. "As far as (the fairground) being a bad investment, no."

Others agree it's time to move on.

"If we continue to beat ourselves up about past issues that were good or maybe not good, depending on your perspective, we're never going to get anywhere," Watkins said. "They own the property now. We need to move forward and not look back."

Plus, many continue to argue that the purchase was a very good deal.

"You don't get a chance very often to buy that amount of land that close to one of the major cities in the county," Stamper said. He compared the \$20,000-per-acre purchase price to the \$70,000 per acre that the city paid for the Stephens Lake property.

"It was extraordinary," he said of the fairground deal.

BACK TO THE FUTURE

Asked what will be at the fairground in 25 years, many said they see a vibrant area. Schnarre envisions an Atkins tract developed for recreation. The core of the fairground, he said, will have trails and a busy exhibition center. Miller pictures a place for both children and adults.

Even Russell, whose group has seen both the good times and the bad at the fairground, believes it will be thriving in 25 years.

"It will be a nice piece of property that has recreation going on 365 days a year," she said. "The potential is fabulous."

Talk has begun to even expand beyond merely developing. For example, the fact that Columbia will soon surround the fairground creates concerns for its future neighbors.

"There's going to be noise," Miller said. "There's going to be smells. There's going to be light at night."

Another issue is the growth of surrounding roads.

Waco Road, directly north of the fairground, is a strong candidate for expansion, Watkins said.

In the meantime, Harris is content to remain in charge while everything around him plays out. He says he's just happy steps are being taken to keep the fairground alive.

"I don't know if very many other counties have fairgrounds that are comparable to this facility," Harris said. "Many people come here and say, 'Is this where the state fair is held?' and things like that.

"It's been good for the county."

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LEASE AND LICENSE AGREEMENT
(Exhibit #3 to Purchase Agreement)

THIS LEASE, dated the 4th day of October, 1999, by and between, Boone County, Missouri through its County Commission, herein "Lessor," and Boone County Agricultural and Mechanical Society, a Missouri pro forma decree corporation, and Boone County Fair, Inc., both of Boone County, Missouri, herein collectively called "Lessee".

WITNESSETH:

WHEREAS, the Lessor is the owner of real estate and buildings more particularly described below, all currently used for and operated as the Boone County Fairgrounds, and

WHEREAS, Lessee is Boone County Agricultural and Mechanical Society, a Missouri pro forma decree corporation and Boone County Fair, Inc., is a Missouri not for profit corporation, and both are established for the purpose of operating the Boone County Fair and other lawful purposes, and

WHEREAS, Lessor intends to lease to Lessee the real described in this lease on a month-to-month basis for a period of time and to thereafter license and permit the use of the same property to Lessee annually for a consecutive fourteen (14) day time period for purposes of conducting the Boone County Fair, and

WHEREAS, both parties hereto desire to reduce and commit the terms and conditions of their agreement to writing.

NOW THEREFORE, in consideration of the performance of the mutual obligations hereunder, the parties agree to the following:

1. *Leasehold Conveyance* - The Lessor hereby leases to the Lessee property purchased by Lessor from Lessee, known as the Boone County Fairgrounds property, all as purchased by Lessor from Lessee under agreement for sale of property dated the 4th day of October, 1999, which agreement and all closing documents are made a part hereof by reference (hereafter referred to as the "Purchase Agreement"). The legal description of the leased real estate is as follows:

A Tract of land in Section 20 and Section 29, both located in Township 49, Range 12, Boone County, Missouri, as shown by survey recorded in Book 505, Page 847, Records of Boone County, Missouri; except that part conveyed to F.J. Caudle and Loretta Faye Caudle by Warranty Deed recorded in Book 1074, Page 437; also except that part conveyed to the State of Missouri by Warranty Deed recorded in Book 1084, Page 502, Records of Boone County, Missouri; and also except the East 1/2 of the Southwest 1/4 of Section 20, Township 49 North Range 12 West of the Fifth Principal Meridian.

Subject to easements and encumbrances of record and existing roadways.

This Lease shall commence on and be effective on the date the Purchase Agreement is closed and the Lessor and Lessee execute instruments transferring ownership of the property herein described from Lessee to Lessor. ~~This lease shall thereafter exist on a month-to-month basis until Lessor gives Lessee, actual 30 days advance notice, by writing or other method which actually communicates a date certain.~~

when Lessee is to surrender possession of the leased property to the Lessor or the Lessor's designee, together with other property rights which are more specifically addressed in this lease, which date shall hereinafter be referred to as the "transfer date." After the transfer date, the Lessee shall annually be entitled to use of the property under license for a period of fourteen (14) consecutive days each year for conduct of the Boone County Fair, commencing in the year 2000, subject however, to the terms and conditions further specified in this lease and license agreement.

2. *Leasehold Consideration* - The consideration for this lease is the sale of the leased property by the Lessee to the Lessor under the Purchase Agreement and the performance by each party of the terms and conditions of this lease, which the parties agree is adequate consideration.

3. *Condition of Real Estate* - These premises are conveyed to the Lessee in the current condition without representation or warranty as to physical condition. In executing this Lease the Lessee represents that Lessee is knowledgeable of the physical conditions of the buildings and grounds and other property which is the subject matter of this lease and assumes full responsibility and liability for same subject to the other terms and conditions of this Lease.

4. *Use of Leased Property* - Lessee agrees that it shall use the leased property exclusively for the operation of the Boone County Fairgrounds as an ongoing business operation while this lease exists on a month-to-month basis and thereafter to use the same or substantially the same property as licensed herein on an annual basis exclusively for the conduct of the annual Boone County Fair. Lessee further agrees to operate and maintain the facilities in accordance with the standards, rules and regulations prescribed by the federal, state and local governmental entities having jurisdiction and any other laws, rules or regulations or ordinances as may be applicable concerning the use, operation or maintenance of the premises.

5. *Business Operations Expense and General Upkeep* - Lessee agrees to pay all cost and expense of the business operations conducted on the premises and for all utility services metered to the premises excluding electric which shall be metered in Lessor's name and shall be paid by Lessor and reimbursed by Lessee making payment to Lessor on a month-to-month basis within 30 days of invoice by Lessor to Lessee. In addition, the parties acknowledge that Lessee is qualified to be a tax exempt organization; nonetheless, if and to the extent Lessee may be determined to be subject to taxation, Lessee shall pay all federal, state and local taxes assessed against Lessee or Lessee's real and personal property located on the premises. While this lease exists on a month-to-month basis, ~~Lessee agrees to regularly keep and maintain the leased real estate and personal property thereon in good repair and condition at its own expense as is necessary to comply with all laws, rules, regulations and codes which may be applicable, including but not limited to buildings, structures, electrical and mechanical equipment and appliances, grounds and parking lot.~~ It is understood and agreed that Lessor shall have no individual or separate responsibility or liability for the maintenance, upkeep or repair of the leased property while this lease exists on a month-to-month basis. After the transfer date and when the property is used for the conduct of the Boone County Fair on an annual periodic basis, it is agreed that Lessor or Lessor's designee shall be responsible for the general repair and upkeep of the leased property and Lessee's responsibility for repair and upkeep of the property shall be limited to the same general terms and conditions which the Lessor or the Lessor's designee would impose upon any party contracting for the use of the Boone County Fairground property for a special event of limited duration.

6. *Additional Provisions Applicable to Leased Property Under Month-To-Month Tenancy* - The following additional provisions shall be applicable to the leased property when under month-to-month tenancy:

6.1 *Business Operations* - Lessee shall be required to use the leased property together with its own property kept and maintained on the premises in order to generate revenues at least sufficient to pay for the operational and maintenance expenses of the property sold hereunder. In this regard, Lessee shall be entitled to contract for or rent the use of the buildings and grounds for public and private events, meetings, concessions, and other lawful uses, so long as such uses are in compliance with applicable laws, rules, regulations and ordinances as may be applicable to the use of the premises. Lessee agrees to first pay and apply all rents, revenues and other income generated from the leased property toward the general operation and maintenance expense of the leased property. Lessee further agrees to pay all debts which accrue when due associated with the operation of the leased property and shall not mortgage, lease (excluding short term vendor booth or stall leases for specific events), transfer, assign or otherwise encumber the leased property without the prior written approval of the Lessor.

6.2 *Insurance* - During Lessee's possession and occupancy of the leased property, Lessee hereby agrees to maintain at its own expense public liability insurance and fire and general casualty insurance on its own personal property to the full insurable value thereof. Lessor shall be named as insured on any public liability policy. All such insurance shall be in such amounts and with such coverages as shall be approved by Lessor. Lessee shall further maintain fire and general casualty insurance as specified in the purchase agreement for the real estate and improvements thereon pending Lessor obtaining its own fire and general casualty insurance; thereafter Lessee shall be relieved of the obligation to insure the real estate and improvements thereon, but shall be responsible for insuring any property owned by it on the leased premises. If any of the leased property is substantially damaged or destroyed by fire or other casualty prior to the date Lessor obtains its own fire and general casualty insurance, then Lessor shall have a right to receive all insurance proceeds from any such insurance. Further, Lessor shall have the benefit of indemnity under the general liability insurance for any claims or causes of action which may occur as a result of Lessee's continued operation and use of the leased property. The proceeds of any such policies shall be payable to Lessee and Lessor or their lawful assigns, as their interests may appear and subject to this agreement. Upon acceptance of the leased property and upon each insurance renewal date while the month-to-month tenancy is in effect, Lessee shall deliver to Lessor a certificate(s) evidencing all such insurance. In the event of any loss, damage, injury or accident involving the leased property, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. If and to the extent not covered by insurance during the month-to-month tenancy, Lessee agrees to indemnify Lessor against, and hold Lessor, its designee or assignee, or any participants with such, harmless from, any and all claims, actions, proceedings, expenses, damages, and liabilities for losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the leased property during the month-to-month tenancy.

6.3 *Contracts and Leases*- Upon notification by Lessor to Lessee of its intent to take possession as of the transfer date, Lessee shall assign and transfer to Lessor all existing contracts, leases, bookings, and other agreements for the use of the leased property, whether existing or executory, from and after the transfer date and Lessee shall not be entitled to any income or revenues derived from the use of the leased property from and after the transfer date except such income and revenues which may be derived from annual operation of the Boone County Fair as further specified in this agreement.

6.4 *Maintenance* - Lessee agrees that during its possession and occupancy of the leased property on a month-to-month basis, it shall maintain and keep all such property in good repair and order, ordinary wear and tear excepted, and shall not commit waste on the premises, nor sell, remove, damage or destroy any of the leased property. In this regard, Lessor shall have

a right to inspect the leased property periodically as deemed appropriate by Lessor and require Lessor to make repairs or replacements as necessary at its own expense in order to keep and maintain the leased property in as good a condition as in existence as of the date of closing of the sale under the purchase agreement.

6.5 *Alterations and Improvements* - Lessee shall not make any substantial alterations, additions, or improvements to the leased property which in the judgment of Lessor may diminish the value of the leased property without Lessor's prior written consent, and any permitted alterations, additions, or improvements to the leased property shall become a part of the leased property unless otherwise mutually agreed to in writing between Lessor and Lessee.

6.6 *Transfer of Operations* - Upon notification of Lessor's intent to take possession of the premises, Lessee shall arrange for and execute, effective on the transfer date, the transfer and assignment to Lessee, or Lessee's designee, of all ongoing business accounts receivable and payable, contracts, services and other revenues and obligations necessary for the continued ongoing operation of the leased property together with any executory contracts, bookings or other commitments for the use or occupancy of the leased property from and after the transfer date. Provided, however, that Lessor or Lessor's designee shall have a right to decline transfer or acceptance of any obligation after the purchase agreement is closed which it believes unreasonable or unnecessary for the continued operation of the leased property. In this regard, after the closing of the purchase agreement, Lessee shall be obligated to notify all third parties with whom it contracts or leases for the use of the leased property, or for services to the leased property, that all such leases or contracts are subject to assignment to Lessor or Lessor's designee, and that Lessor or Lessor's designee shall have the option to terminate any such contracts or leases without recourse against Lessor or Lessor's designee when such contracts are terminable. Further, Lessor shall have a right to audit any account, obligation, contract, or lease from which Lessor may be entitled to revenue, or for which Lessor is or may be obligated, with respect to the operation and use of the leased property, and Lessee hereby agrees to make its books and records available to Lessor's auditor, or any auditor appointed by Lessor, for the purpose of inspecting and verifying the status any such contract, lease or other obligation to be transferred by Lessee to Lessor pursuant to this lease agreement. Transfer of all contract and intangible personal property rights pursuant to this agreement shall be by general assignment. It is further agreed that all legally enforceable debts, financial obligations and liabilities not expressly assumed by Lessor resulting from the operation and use of the leased property accruing prior to the transfer date shall be the responsibility of Lessee and Lessee hereby agrees to indemnify and hold Lessor harmless from and against all claims and causes of action for same, including the costs, legal fees and expenses of defense of Lessor. It also agreed that all legally enforceable debts, financial obligations and liabilities resulting from the operation and use of the leased property after the transfer date from Lessee to Lessor, or for which Lessor has expressly assumed liability, shall be the responsibility of Lessor and Lessor hereby agrees to indemnify and hold Lessee harmless from all claims and causes of action for same, including the costs, legal fees and expenses of defense of Lessee. Similarly, it is agreed that all revenues and profits earned, paid or payable as a result of the Lessee's operation and use of the leased property prior to the transfer date shall be those of the Lessee and that all revenues and profits earned, paid or payable as a result of the Lessor's or Lessor's designee's operation and use of the leased property after to the transfer date shall be those of the Lessor or Lessor's designee.

7. *Subletting and Assignment* - Unless otherwise authorized in writing by the Lessor, Lessee shall not assign or sublet part or all of the leased property. This prohibition on assignment shall include permitting business operations to be conducted on the premises other than those conducted by the Lessee

in the ordinary usual course of its business during the month-to-month tenancy without the written consent of the Lessor during any lease term. This prohibition on assignment also shall include permitting business operations to be conducted on the premises during the Boone County Fair other than those usually and normally conducted as a part of the fair.

8. *Annual Use for Boone County Fair* - As further consideration for the sale of the property by the Lessee to the Lessor under the Purchase Agreement, and the performance by each party of the terms and conditions of this lease, Lessor further agrees to license and permit Lessee to use the real property described in this lease and any personal property sold under the Purchase Agreement, to the extent owned and controlled by Lessee, annually for a period of fourteen (14) consecutive days between the first of June and the last day of August each year commencing in the year 2000 for purposes of conducting the Boone County Fair, provided that Lessee notifies Lessor or Lessor's designee of the fourteen (14) day time period in which the fair is conducted prior to the first day of March of each year, and further provided that such fourteen (14) day time period shall not conflict with any time period selected by Boone Electric Cooperative to use the property sold hereunder pursuant to the terms and conditions of the lease with Boone Electric Cooperative recorded in Book 1533, Page 398, of the Records of Boone County, Missouri and any amendments thereto which may be lawfully binding upon Lessor or Lessor's designee. Use of such property during such fourteen (14) day time period shall be exclusively for conducting the Boone County Fair and for no other purpose unless mutually agreed upon by the parties in writing. All expenses incurred by Lessor or Lessor's designee with respect to the use of the property for the conduct of the Boone County Fair shall be at the expenses of Lessee and Lessee hereby agrees to pay, or to reimburse Lessor or Lessor's designee for payment, of any and all such expenses incurred which result from the conduct of the fair. Further, Lessee hereby agrees to procure general public liability insurance and such other insurance coverages as may be determined by Lessor or Lessor's designee for such event at its own expense. Proof of insurance together with coverages in such amounts as may be acceptable to Lessor or Lessor's designee shall be provided by Lessee prior to the date of such annual usage and shall be a condition precedent to Lessee's annual right of usage. To the extent not covered by insurance and limited to claims or demands connected with the property in connection with the annual Boone County Fair, Lessee agrees to indemnify and hold harmless the Lessor from all claims, demands, suits and judgments of any type or kind, including but not limited to reasonable and necessary expenses of litigation including attorney's fees, expert witness fees and costs. In this regard, it is understood and agreed that the Lessor assumes no responsibility or liability for the general business operation or use of the premises and other property licensed to Lessee for use during the Boone County Fair, unless otherwise agreed to in writing by the parties. All net income after payment of expenses derived from the conduct of the annual Boone County Fair shall be payable to Lessee. Except as otherwise provided for in this paragraph, Lessee's usage of the property for the Boone County Fair shall be subject under generally applicable policies, rules or regulations and the same terms and conditions for usage as may be required by Lessor or Lessor's designee for any other contracted use of the property for any special event. The annual right to use the property for purposes of conducting the Boone County Fair shall be exclusive to Lessee and may not be transferred or assigned to any other person or entity without the written consent of Lessor. Further, in the event that Lessor determines that the future use of part or all of the leased property shall be inconsistent or inappropriate with future uses which may be made of the Lessor of leased property, then in such event Lessor shall have the right to cancel or limit Lessee's annual right of usage, but in the event Lessor determines it necessary to cancel the this license for annual use, it shall give Lessee at least one year advance notice of cancellation and Lessor further agrees that Lessor shall use its best efforts to accommodate Lessee's needs for a location for conduct of the Boone County Fair and in the event relocation is necessary, assist Lessee to find an adequate alternative location which is acceptable to the Lessee.

9. *Quiet Enjoyment* - Lessor hereby covenants, warrants, and represents that Lessor has the

full and complete legal right to lease the premises to Lessee according to the terms set forth herein and hereby further covenants that, so long as Lessee is not in default hereunder, Lessee shall be entitled to peaceably and quietly use and enjoy the premises under the terms and conditions of this lease free from the claims of all other persons or entities whatsoever and Lessor hereby agrees to indemnify Lessee and to hold Lessee harmless from any and all damages, losses, or expenses incurred or sustained by Lessee as the result of a breach of the foregoing covenants and warranties of Lessor as specified in this paragraph.

10. *Amendment and Termination* - This Lease may be terminated or amended by mutual agreement in writing. This Lease may also be terminated by the Lessor for any uncured default in performance of the terms and conditions of this Lease unless otherwise prohibited by law.

11. *Relationship of Parties* - Nothing contained in this Lease shall be deemed intended or construed by the parties hereto or by any third party as creating any relationship of principal or agent or of joint venture, or business affiliation. It is understood and agreed that the provisions contained in this Lease or any act of the parties hereto, their agents, officers or employers, shall not be deemed to create a relationship between the parties other than a relationship between Lessor and Lessee.

12. *Notices* - Whenever a notice shall be given under the provisions of this lease it shall be given in writing and delivered in person or mailed by ordinary mail with sufficient postage affixed as follows: (1) to the Lessor by delivery at the Lessor's current official business address which is presently: Boone County Government Center, 801 East Walnut, Room 245, Columbia, MO 65201, and (2) to the Lessee at the leased premises or at another address as directed and actually communicated in writing by the Lessee to the Lessor. Notice shall be sufficient regardless of form if acknowledged as sufficient by the recipient or proven as actually communicated; mailed written notices shall be presumed received on the third business day after the date stamped on the envelope by postal authorities unless the date of delivery is proven by other reliable means.

13. *Default* - This Lease is made upon the condition that Lessee shall punctually perform each and all of the covenants and agreements herein set forth to be by Lessee kept and performed, and if at any time there be any default on the part of the Lessee in the payment of any amount of money herein agreed to be paid by Lessee; or in the performance or observance of any of the other covenants and agreements of this Lease not pertaining to the payment of money, and any such default shall continue for a period of thirty (30) days after written notice thereof shall have been served upon Lessee; or if the Lessee shall cease to use or threaten to cease to use the leased property for the purposes specified in this Lease, or if Lessee shall suffer a loss or forfeiture of its corporate good standing; or shall file a petition in voluntary bankruptcy or commence any proceeding for the adjustment of its indebtedness under any applicable provisions of the Bankruptcy Act as then in effect, or if Lessee be adjudicated a bankrupt in voluntary bankruptcy proceedings and such adjudication shall not have been vacated within forty-five (45) days from the date thereof; or if a Receiver or Trustee of Lessee's property be appointed and the order appointing such Receiver or Trustee be not set aside or vacated within forty-five (45) days after the entry thereof; or if Lessee shall assign Lessee's estate or effects for the benefit of creditors; or Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure in Lessee's performance of any financial obligation under this lease; or Lessee shall be in default under any other agreement executed at any time with Lessor, its affiliates or Lessor's assignee or designee, or under any other agreement or instrument by which it is bound, then, and in any such event, Lessor may, at its option, forthwith and without further notice, terminate this Lease and re-enter upon and take possession of the demised premises and any leased personal property without prejudice, however, to any other right of action or remedy which Lessor may have with respect to any

breach by Lessee of any of the terms or covenants herein contained, including Lessor's right to file and recover the maximum claim in bankruptcy permitted under the Bankruptcy Act as then in effect. In the event of default by Lessee in the performance of any of the covenants of this Lease and by reason thereof Lessor employs the services of an attorney to enforce performance of these covenants, or to evict the Lessee, or take possession of the leased personal property, or to collect monies due from the Lessee or to perform any service based upon such default, then, in any of said events, the Lessee agrees to pay a reasonable attorney's fee and all expenses and costs incurred by Lessor pertaining to enforcement of any remedy provided under this Lease.

14. *Holdover*- In the event Lessee shall continue in possession after the end of the month-to-month tenancy, or extension thereof, or thereafter if this lease has otherwise expired or terminated, it must be with permission of Lessor and shall then be deemed to be a tenancy at will, but if such Lessee shall hold over without Lessor's consent, then the Lessee shall be liable to Lessor for damages as permitted by law which the Lessor or the Lessor's designee might reasonably accrue had such holdover not occurred.

15. *Record Keeping and Auditing* - Lessee agrees that it shall keep and maintain its books and records in accordance with generally accepted accounting standards and to make its books and records available to the Auditor of Boone County, Missouri, or official auditing officer of said county, or an independent certified public accountant appointed by Lessee, or appointed by the Lessor in the absence of appointment by the Lessee, but only as necessary to verify that Lessee's compliance with the terms and conditions of this Lease and License Agreement; such auditing for compliance with the terms and conditions of this Lease and License Agreement shall be performed either annually each calendar year as a part of Lessor's annual independent audit, or as specially requested by the Lessor if the Lessor has reasonable grounds to believe that the Lessee is not complying with one or more terms and conditions of this Lease and License Agreement during any calendar year; any such audit shall conclude with written report of the results of such audit to be provided to Lessor immediately upon completion. The expense of the audit services required hereunder including those of an independent certified public accountant shall be paid by the Lessor.

16. *Binding Effect* - This agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

17. *Section Headings* - All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

18. *Waivers* - Waiver of any condition or covenant of this Lease or any breach of any condition or covenant shall not be taken to constitute a waiver of any subsequent breach of such condition or covenant or to justify or authorize the nonobservance on any other occasion of the same or any other condition or covenant hereof. Nor shall any right or remedy of the Lessor herein set forth be exclusive but shall be in addition to any other rights or remedies allowed by law or equity.

19. *Encumbrances*- The Lessee hereby covenants and agrees not to encumber or cause any encumbrance to be made against the property leased or transferred hereunder without the written consent of the Lessor.

20. *Authority of Signatories* - The Signatories to this Agreement on behalf of the respective entities affirmatively represent that they have obtained all necessary resolutions and orders appropriate to enter this lease and are duly authorized to enter into this lease and bind the parties which they represent to all terms and conditions contained herein.

21. Execution - This Lease may be executed in any number of counter-parts, each of which shall be deemed to be an original but altogether shall constitute but one in the same lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease by their duly authorized governmental or corporate officers effective on the date herein specified.

LESSEE:

LESSOR:

Boone County Agricultural and Mechanical Society

Boone County, Missouri
By its County Commission

by Vicki Russell
President Vicki Russell

by Don Stamper
Presiding Commissioner
Don Stamper

ATTEST:
Paul Little
Secretary Paul Little

ATTEST:
Wendy S. King
County Clerk

Boone County Fair, Inc.

Approved as a legal form:

by Vicki Russell
President Vicki Russell

John L. Patton
County Attorney
John L. Patton

ATTEST:
Paul Little
Secretary Paul Little

State of Missouri)
County of Boone) ss

On this 4th day of October, 1999, before me personally appeared Don Stamper, who after being duly sworn upon his oath did state, affirm, and acknowledge that he is the duly elected Presiding County Commissioner of the County of Boone, a political subdivision of the State of Missouri, that he has executed the within instrument on behalf of said County pursuant to the authority vested in him to execute said instrument on behalf of said County as authorized by law and that he executed same for the purposes therein stated.

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

Mary Jo Edmiston
Notary Public

MARY JO EDMISTON
Notary Public-Notary Seal
State Of Missouri
Boone County

My commission expires _____

My Commission Expires January 9, 2000

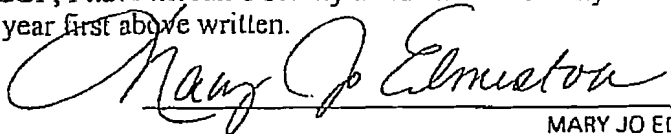
State of Missouri)
County of Boone)

ss

On this 4th day of October, 1999, before me personally appeared
** _____, to me known as the president and chairman of the board of directors of
Boone County Agricultural and Mechanical Society and Boone County Fair, Inc., and after being duly
sworn upon oath did state, affirm, and acknowledge that said person has executed the within instrument
on behalf of said corporations pursuant to the authority of their respective board of directors and that the
same was executed for the purposes therein stated.

**VICKI RUSSELL AND PAUL LITTLE

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



Notary Public

MARY JO EDMISTON
Notary Public-Notary Seal
State Of Missouri
Boone County

My commission expires _____

My Commission Expires January 9, 2000

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
MARKET ASSESSMENT AND FINANCIAL
FEASIBILITY STUDY OF THE BOONE COUNTY
FAIRGROUNDS**

**RFP #56-01AUG06
Release Date: June 28, 2006**

**Pre-Proposal Conference
July 12, 2006, 10:30 a.m. CST**

**Submittal Deadline:
August 3, 2006
not later than 1:15 p.m. CST**

**Boone County Purchasing
601 E. Walnut Street, Room 208
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

**PROPOSAL #: 56-01AUG06 – Market Assessment and Financial Feasibility Study
of the Boone County Fairgrounds**

Sealed proposals will be accepted until **1:15 p.m. on Thursday, August 3, 2006** in the Boone County Purchasing Office, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

A Pre-Proposal Conference is scheduled for Wednesday, July 12, 2006 at 10:30 a.m. in the Boone County Johnson Building, 601 E. Walnut, Room 213, Columbia, MO 65201. All potential bidders are urged to attend this meeting.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPB
Director of Purchasing

Insertion: July 2, 2006
COLUMBIA MISSOURIAN



1. INTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:15 P.M., C.S.T.,** on Thursday, August 3, 2006 to:

Boone County Purchasing Department
Melinda Bobbitt, CPPB, Director
601 E. Walnut Street, Room 208
Columbia, Missouri 65201-4460

- b) The County may not accept any proposals received after 10:15 A.M. and may return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and seven (7) copies of the proposal (total of eight). Proposals will be opened publicly during the Boone County Commission meeting at 1:30 p.m. on August 3, 2006, but only names of Offerors will be read aloud. All proposal responses will be considered public information and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person or firm who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

- 2.1.1 This document constitutes a request for sealed proposals for a **Market Assessment and Financial Feasibility Study of the Boone County Fairgrounds** as set forth herein.
- 2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Services
 - 4) Proposal Submission Information
 - 5) Response/Pricing Page

2.2. Guideline for Written Questions:

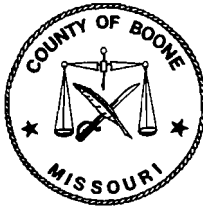
- 2.2.1 All questions regarding this Request for Proposal shall be submitted in writing, prior to the pre-proposal conference and no later than 5:00 p.m., Tuesday, July 11, 2006. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

- a. Melinda Bobbitt, CPPB
Director of Purchasing
601 E. Walnut Street, Room 208
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

- 2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

2.3 Pre-Proposal Conference

- 2.3.2 To assist interested Offerors in preparing a thorough proposal, a pre-proposal conference has been scheduled for Wednesday, July 12, 2006, at 10:30 a.m. in the Boone County Johnson Building, Conference Room 213, 601 E. Walnut, Columbia, Missouri 65201.
- 2.3.3 All potential Offerors are encouraged to attend this conference in order to ask questions and provide comment on the Request for Proposal. Attendance is not mandatory to submit a response; however, Offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 2.3.4 Offerors are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.



SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as the *County*, seeks a qualified consulting firm to provide a Market Assessment and Financial Feasibility Study of the Boone County Fairgrounds.

Objective: Identify and recommend ways to manage the Fairgrounds efficiently and profitably.

The essential goals of the assessment and study are to:

- Assess the current and anticipated regional market of the Boone County Fairgrounds
- Recommend facility improvement to meet the anticipated market
- Determine the financial feasibility of recommended facility improvements
- Recommend most appropriate management structure for the Boone County Fairgrounds

3.2. Background Information:

3.2.1. Boone County is situated in Central Missouri at the cross-roads of Interstate 70 and US Highway 63. It is a fast-growing county known for its highly educated work force, low cost of living, award-winning schools, and unique blend of rural and urban lifestyles. The County contains 685 square miles and includes six cities (Ashland, Centralia, Columbia, Hallsville, Rocheport, and Sturgeon) and three towns (Harrisburg, Hartsburg, and McBaine). Over the past ten years, the County's annual population growth rate has consistently out-paced that of the state. The local economy reflects a balanced mix of retail, education, insurance, light manufacturing, construction, and finance. The County's largest city and county seat, Columbia, serves as a regional shopping area for central Missouri. The County is also home to the flagship campus of the University of Missouri, Columbia College, and Stephens College. In addition, the County serves as a regional medical center with 6 hospitals. The largest employers in the County include the University of Missouri, University Hospital and Clinics, Columbia Public Schools, Boone Hospital, insurance institutions, light manufacturers, federal offices, and the City of Columbia. The County's varied economic base contributes to economic and employment stability. The County's low unemployment rate of 3.4% compares favorably with that of the state (5.3%) and the nation (4.6%).

- 3.2.2. The County of Boone purchased the property known as the Boone County Fairgrounds in 1999 for 2.4 million dollars and Boone County owns the building(s) and real estate. Historical information regarding operation of this facility can be provided by the Boone County Fair Board, Inc. and the Boone County Agricultural and Mechanical Society.
- 3.2.3. The current manager of the fairgrounds is under contract by the Boone County Fair Board.
- 3.2.4. The Boone County Fairgrounds Mission Statement is:
- 3.2.4.1. The Boone County Fairgrounds will be recognized as a self sustaining entity that will maintain, improve and protect its assets.
- 3.2.4.2. The Boone County Fairgrounds will offer the citizens of Boone County services such as the Boone County Fair and venues where youth and agriculture add to the quality of life.
- 3.2.5. The Boone County Fairgrounds have been entrusted by the citizens of Boone County to meet the following goals:
- 3.2.5.1. Maintain the cultural heritage of our county by providing a large tract of centralized land dedicated to community use for gathering, exhibiting, demonstrating and/or sharing.
- 3.2.5.2. The Fairgrounds area is further charged with enhancing the daily quality of life in Boone County by providing commercial opportunities for its citizenry while additionally providing quality recreational areas and professional-level performance capabilities.
- 3.2.5.3. The Fairgrounds will be expected to maximize its use and potential over time while becoming a financially self-sustaining entity regularly maintaining itself and protecting its assets.
- 3.2.5.4. The land and structures on it shall be periodically modernized, both in concept and design, and shall be a reflection of the ever-changing needs and desires of the community as a whole.
- 3.2.6. **Physical Characteristics of the Facilities:**
- 3.2.6.1. Fairgrounds Location - 5212 N. Oakland Gravel Road, Columbia, Missouri
- 3.2.6.2. Land Size – There is a total of 134 acres with approximately 65 commercially zoned acres with street frontage on two sides and access from three drives.
- 3.2.6.3. Coliseum - Approximately 88,000 square foot building with dirt arena, office space, and concession areas. Approximately 22,000 square feet is an air-conditioned multi-purpose room.

- 3.2.6.4. Grandstand Area – Dirt track with fixed seating capacity for up to 400.
- 3.2.6.5. Ancillary Buildings – Four (4) horse barns, six (6) small free-standing concession buildings, and three (3) restroom buildings.
- 3.2.6.6. Miscellaneous Features – Approximately 575 recreational vehicle hook-ups, large fenced gravel parking lot and steel pipe-fenced outdoor uncovered riding corral next to the coliseum.
- 3.2.6.7. Trade Fixtures – 224 Portable Horse Stalls, 2,750 Chairs, 20 Portable Bleachers, Portable Electric System, Public Address System and Telephone System.
- 3.2.6.8. Food Service – Presently there are five (5) free-standing and one (1) interior food vending sites on the Fairgrounds. The County has separate operational agreements with each concession operator. The equipment located at these sites is not owned by the County.

3.2.7. Usage of Fairgrounds:

- 3.2.7.1. Boone County Agricultural and Mechanical Society – for fourteen (14) consecutive days between the first of June and the last day of August of each year for the purpose of conducting the Boone County Fair.
- 3.2.7.2. Boone Electric Cooperative – for three (3) days preceding and including the second Saturday of each July, Boone Electric Cooperative conducts their annual meeting of membership.
- 3.2.7.3. 4-H Annual Barbeque – for one day per year, the Boone County 4-H Clubs utilize the coliseum for their 4-H Annual Barbeque.
- 3.2.7.4. Additional Miscellaneous Bookings – to see a sample, go to <http://www.boonecountyfairgrounds.com/index.htm>, and select “schedule”.
- 3.2.8. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com> and information pertaining to the Boone County Fairgrounds from: <http://www.boonecountyfairgrounds.com/index.htm>
- 3.2.9. Boone County will make available upon request to the Offeror at no cost, GIS Maps indicating property boundaries and existing structures.
- 3.2.10. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

3.3. Scope of Work:

3.3.1. Purpose – The purpose of the Scope of Work is to provide the Boone County Commission with usable information to assess the current and anticipated market of the Boone County Fairgrounds, recommend facility improvements to meet the anticipated market, determine the long-term financial feasibility of supporting recommended facility improvements, recommend management structure of fairgrounds, and identifying funding sources to execute the recommended facility improvement.

The Scope of Work represents the tasks necessary in presenting useful information to the County that will assist in formulating long-term strategies beneficial to the Fairgrounds.

The following is a description of the various tasks that will define the Scope of Work. The County will expect the Contractor to perform the services noted below. Please respond to this listing in your proposal.

3.3.2. Market Study – The market study scope involves research and analyses of market factors that impact the current and future demand for the Fairgrounds facilities. The work will result in both qualitative and quantitative data and recommendations regarding the best opportunities for the future operation of the Fairgrounds.

3.3.2.1. Historical Review and Interviews:

- a. Review the operating history of the Fairgrounds to gain an understanding of the organizational structure; revenue activities and cost areas; and the general usage patterns of the Fairgrounds facilities.
- b. Confirm with County Commission and Boone County Fair Board an understanding of the operating history and issues relevant to the study.
- c. Conduct interviews/meetings with individuals and organizations that are associated with the Fairgrounds to obtain a broader perspective of the Fairgrounds. This activity will include but is not limited to Boone County Fairgrounds Board members, the current Fairgrounds Manager, and selected facility licensees.
- d. Results of the interviews will be summarized and evaluated in conjunction with the understanding of the operating history of the Fairgrounds and the current operating trends of similar fairground's facilities.

3.3.2.2. Site Evaluation:

- a. Complete a site inspection and evaluation of the Fairgrounds facilities and surrounding area to gain an understanding of the general condition of the Fairgrounds structures, location, accessibility, visibility and proximity to support services.
- b. Review the current uses of the facilities, recent improvements and the current master plan.

- c. From a market perspective, results of the evaluation will summarize the general advantages and disadvantages in terms of size; location; configuration; condition of facilities and infrastructure; parking capacity; accessibility; visibility; surrounding land uses; and proximity to support services (hotels/motels, restaurants, shops, etc).

3.3.2.3. Demographic/Economic and Area Resources:

- a. Research and assess the population demographics and economic factors of the Columbia area and surrounding counties.
- b. Evaluate the quality of the area's market resources to include current and proposed local hotel supply and demand characteristics; support amenities (restaurants, retail, entertainment facilities and area attractions); transportation; and economic development activities.
- c. Results of the assessment and evaluation will summarize the demographic/economic conditions and area resources to determine the potential demand and support by the population for event facilities and attracting events.

3.3.2.4. Analysis of Event Activity:

- a. Review and assess scheduling policies; facility and service rates; attendance, use, revenues and expenses of events over previous three years; frequency of repeat events; and events lost to competition.
- b. Conduct interviews of major users to determine adequacy of facilities and services; growth potential of events; additional events; facility needs and concerns.
- c. Results of the analysis will summarize event activity and potential increased uses of Fairground's facilities along with specific facility needs for current and future uses.

3.3.2.5. Analysis of Competitive/Complementary Facilities:

- a. Identify, review and assess existing and planned competitive/complementary facilities that are competitive with or complementary to the Fairgrounds. (The Consultant selection of competitive/complementary facilities will be subject to final approval by the County).
- b. Prepare summary tables for each facility and factor evaluated, comparing strengths and weaknesses relative to the Fairgrounds to include facility/operational characteristics (size, configuration, rental rates, service amenities/rates and proposed or recent expansions), access and facility location characteristics, event types, facility marketing and competitive advantages/disadvantages currently and in the future.

3.3.2.6. Assessment of Potential Uses:

- a. Conduct interviews of major and prospective users (selections mutually agreeable by County) to provide additional support for estimating the future demand for use of the existing facilities, determining the facilities needed to support the uses and identifying marketing approaches to successfully attract users to the Fairgrounds.

Factors to be addressed in the interviews include adequacy of Fairgrounds facilities and amenities in the market area; groups that would consider the Fairgrounds as a location for their event but are not compatible with existing Fairgrounds facilities; and characteristics of facilities that are necessary to successfully meet the needs of potential users (facility size, configuration, service amenities, parking, and meeting rooms).

- b. Results of the assessment will summarize potential new events, market niches and target markets that could be applicable to facilities at the Fairgrounds; estimates of utilization in terms of event type, event days, attendance and space requirements that could be attracted to use existing facilities as well as opportunities for potential facilities.

3.3.2.7. Recommended Facilities:

- a. Describe facility and amenity recommendations that are compatible in attracting users identified for each of the existing and potentially new uses of facilities identified in item 3.2.2.6.
- b. Identify potential rental and marketing approaches that would maximize the usage and financial return of the recommendations.

3.3.3. Financial Feasibility Study – Based upon the findings and recommendations of the Market Assessment, the Financial Feasibility Study will result in developing financial projections, recommending funding options and a financial feasibility analysis of the recommended use of the facilities.

3.3.3.1. Rental and Marketing:

- a. Develop and recommend potential rental and marketing strategies designed to maximize utilization and financial return of the Recommended Facilities.

3.3.3.2. Preliminary Financial Projections:

- a. Identify potential uses of the Boone County Fairgrounds. Prepare preliminary financial projections for future operations of the Recommended Facilities. Please include the following (and any other projections you deem pertinent)
- b. Preliminary projections include revenues and expenses, incorporating historical financial results of the operations of the existing facilities and the ability to calculate return on investment.

3.3.3.3. Assessment of Alternative Funding Options:

- a. Research and assess Recommended Facilities funding options. Options to be evaluated include Revenue Bonds; Foundation creation/fund raising; Bank financing; Public/Private partnerships; General Obligation Bonds; Sponsorships; Federal, state and local grants; net operating revenues and ; Special use taxes and fees.
- b. Conduct an analysis of the impact of various funding options. The analysis will identify an appropriate funding structure and time frame for funding the Recommended Facilities improvements based on the projected cash flows available to provide for debt service requirements.
- c. Monthly updates shall be presented to Boone County designee.

3.3.3.4. Financial Feasibility Analysis:

- a. Prepare a financial projection including revenues and expenses, cash flows, debt service, cost of lost revenues during construction and related assumptions.

3.3.3.5. Executive Summary: Market Assessment and Financial Feasibility Study Report:

- a. Prepare a summary report and analysis of both the Market Assessment and Financial Feasibility Study.

The Market Assessment portion will identify key findings with particular emphasis on the Fairground's current and anticipated position in the market place; assessment of potential uses; and recommended facility improvements to satisfy current and potential event activities. The Financial Feasibility Study portion will identify key findings with particular emphasis in developing financial projections, recommending funding options and a financial feasibility analysis of the Recommended Facilities.

- b. Prepare and execute presentation findings to the County designees.

3.4. Contract Terms and Conditions:

3.4.1. The successful Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3.4.2. Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror should include the **original and seven (7) additional copies**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Melinda Bobbitt, CPPB, Director of Purchasing
601 E. Walnut Street, Room 208
Columbia, MO 65201

b. The proposals must be delivered no later than **1:15 p.m. on August 3, 2006**. Proposals may not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their

behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.1.2. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- 4.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- 4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. Evaluation and Award Process:

4.1.3.1. The Boone County Commission has selected an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. **Method of Performance**
- b. **Experience/Expertise**
- c. **Cost**

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.1.4. Evaluation:

4.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

4.1.4.2. **Qualifications Statement/References:** The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP

- a. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background and experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.
- b. The Offeror should have previous experience and completed three similar-type studies specifically for fairgrounds. Name other government agencies/municipalities for which you have provided similar services in the last five (5) years and provide a current contact name, email address and phone number for each account. Include a minimum of three references.

4.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.1.4.4. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be

straightforward and limited to facts, solutions to problems, and plans of action.

- 4.1.4.5. Where the words “shall” or “must” are used, they signify a required minimum function of system capacity that will heavily impact the Bidder’s final response rating.
- 4.1.4.6. Where the words “should”, “may” or “desired” are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Bidder’s final response rating.
- 4.1.4.7. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

4.1.5. Rejection / Withdrawal of Proposals Response:

Rejection of Proposals The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with bidders and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals Proposals may be withdrawn on written request from the bidder at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the bidder in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

4.1.6. Validity of Proposal Response:

Bidders agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.



5. **Response/Pricing Page**

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

5.1. Please Attach Cost of Services to this Page and Place at the Beginning of your Proposal Response: List individual cost items, a grand total for proposed services and requested invoice schedule. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the respondent to satisfy the purpose of this Request for Proposal

5.2. The fully executed Market Assessment and Financial Feasibility Study can be completed, presented and returned to County within _____ weeks after receipt of *Notice to Proceed*.

5.3. Submit a timeline detailing the activities and schedule for your proposed market assessment and financial feasibility study.



"No Bid" Response Form

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

**Bid: 56-01AUG06 – Market Assessment and Financial Feasibility
Study of the Boone County Fairgrounds**

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 7th day of September 20 06

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 utilize the University of Missouri cooperative contract G-053106 – Reproduction and Distribution of Bid Documents with DocuCopy, LLC of Columbia, Missouri. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 7th day of September 2006.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
REPRODUCTION AND DISTRIBUTION OF BID DOCUMENTS
TERM AND SUPPLY**

THIS AGREEMENT dated the 7 day of September 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **DocuCopy, LLC** 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 a term and supply contract for the furnishing of **Reproduction and Distribution of Bid Documents** in compliance with all bid specifications and any addendum issued for the University of Missouri, Request for Proposal number **G-053106**. All such documents shall constitute the contract documents which are 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 University of Missouri Request for Proposal number G-053106 shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall be for the period **August 1, 2006 through June 30, 2008** with the option to renew the contract for up to three (3) additional one-year periods, by mutual agreement. Any renewal period is subject to the provisions for termination specified below.

3. **Rates and Charges** - Contractor agrees to provide reproduction and distribution of bid documents in accordance with its proposal response at the charges specified therein during the contract period. The County agrees to pay all invoices within thirty days of receipt. 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.

4. **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, delivery of products/service are delayed or products/service 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 or in the event funding by grant or otherwise is discontinued.

7. **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.

8. **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.

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

DOCUCOPY, LLD

BOONE COUNTY, MISSOURI

by _____

title _____

by: Boone County Commission


Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

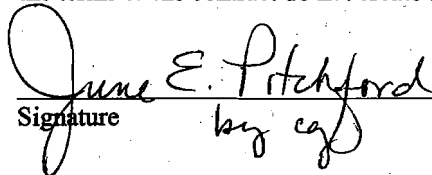
County Counselor

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 the contract do not create a measurable county obligation at this time.)


Signature by ejs

9/1/06
Date

2045 / 23001 Term and Supply

Appropriation Account

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 7th day of September 20 06

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 Service Agreement between the County of Boone and Simon Oswald Associates. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 7th day of September 2006.

Absent

Keith Schnarre
Presiding Commissioner

Karen M Miller

Karen M. Miller
District I Commissioner

ATTEST:

Wendy S Noren

Wendy S. Noren
Clerk of the County Commission

Skip Elkin

Skip Elkin
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this ⁷~~1st~~ day of ^{September}~~JUNE~~, 2006, 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 Simon Oswald Associates (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.

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

SIMON OSWALD ASSOCIATES

By *Shelley Dri*

Title PRESIDENT

Dated: 6/1/06

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

David [Signature] 8/29/06
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By *Keith Schnarre*

Keith Schnarre, Presiding Commissioner

Dated: September 7, 2006

ATTEST:

Wendy S Norens
County Clerk

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.

June E. Hitchford 8/29/06
Auditor by *cyj* Date

HOURLY RATES AND REIMBURSABLES

HOURLY RATES – 2006

Architect / Principal	\$140.00 per hour
Architect / Associate	\$110.00 per hour
Interior Designer/Associate Architect	\$ 90.00 per hour
Intern Architect III	\$ 90.00 per hour
Intern Architect II	\$ 80.00 per hour
Intern Architect I	\$ 70.00 per hour
Interior Designer II	\$ 65.00 per hour
Interior Designer I	\$ 65.00 per hour
CADD Technician	\$ 60.00 per hour
Clerical	\$ 55.00 per hour
Students	\$ 40.00-50.00 per hour
	\$ 40.00 per hour

SCHEDULE FOR REIMBURSABLE EXPENSES

Travel - Outside of Columbia

Car: 44.5 cents/mile
Other: 1.1 x direct cost

Mailing - Postage/Handling

1.1 x direct cost

Long Distance Telephone/Fax

1.1 x direct cost

In-House Printing

8 1/2 x 11 = .10/sheet
8 1/2 x 11(color) = 1.00/sheet
8 1/2 x 14 = .15/sheet
11 x 17 = .50/sheet
12 x 18 = .75/sheet
18 x 24 = 1.50/sheet
24 x 36 = 2.00/sheet

Outside Reproduction of Drawings, Specifications and other documents

1.1 x direct cost

Renderings/Models requested by Owner

1.1 x direct cost

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 7th day of September 20 06
 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 to establish budget for Boone County Fairgrounds market assessment and financial feasibility study.

Department Account and Name	Amount of Decrease	Amount of Increase
2120-86850 0 Contingency	\$ 35,480.00	
2120-71101 – Professional Services		\$34,480.00
2120-71101 – Professional Services		\$500.00
2120-84010 – Receptions/Meetings		\$500.00

Done this 7th day of September 2006.

Absent

Keith Schnarre
 Presiding Commissioner

ATTEST:

Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission

Karen M. Miller

Karen M. Miller
 District I Commissioner

Skip Elkin

Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 7th day of September 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the maintenance agreement 301644996 between the County of Boone and CenturyTel to support Boone County E911. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 7th day of September 2006.

ABSENT
Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

August 31, 2006

Commissioners:

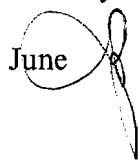
Please find the attached contract for your approval. This is the annual maintenance contract for E-911 in the amount of \$38,926.44. The budget (2020-61150) included \$38,000 for the contract. The difference will be covered by savings in other appropriations such that a budget revision will not be necessary.

When the contract arrived in my office in May, I contacted CenturyTel staff with several follow-up questions, but due to staff turnover, the answers were not provided until today. CenturyTel has provided maintenance coverage without interruption throughout this entire period, so the delay in resolving these questions has not created an operational problem.

I was primarily seeking an explanation for the 8% increase and whether or not Schedule A was accurate and complete (this was a problem in a previous year). The 8% increase is attributable to two factors: (1) the normal or expected increase of approximately 2-4%; and, (2) an increase due to the new sentinel phone system. CenturyTel confirmed the accuracy of Schedule A.

CenturyTel will invoice the County for this amount on the next monthly E911 invoice; therefore, a Purchase Order is not required.

Thank you,

June 

MAINTENANCE AGREEMENT
301644996

The undersigned BOONE COUNTY E911 hereinafter called "Customer," hereby orders maintenance service from CenturyTel, hereinafter called "The Telephone Company" who hereby agrees to furnish such service upon the terms and conditions below, for the equipment located at Customer premise as described in Schedule A attached hereto.

1. **TERMS AND RENEWAL.** This Agreement shall be effective for a period of 12 months commencing APRIL 1st, 2006' and terminating MARCH 31st, 2007' and shall automatically renew itself for successive one (1) year periods thereafter, subject to annual appropriations being made to fund Customer's obligations under this agreement, until terminated in writing as provided herein. Each renewal of this maintenance Agreement shall be upon the same terms and conditions herein contained except that the service fee due The Telephone Company for each renewal year shall be at the rate then being charged by The Telephone Company for similar maintenance services. Either party may terminate this Agreement by giving the other party written notice of termination thirty (30) days prior to anniversary date.
2. **SERVICE FEES AND ADDITIONAL CHARGES.** Customer agrees to pay The Telephone Company ANNUALLY, in advance, a service fee of \$38,926.44, for the term of this Agreement.

There shall be added to the service fee due here under, amounts equal to any taxes, however designated or levied which the Customer by law is obligated to pay.

The Customer will pay The Telephone Company the established labor and materials charges for services requested that are not covered by this Agreement.
3. **SPECIAL CONDITIONS.** The Customer will provide or arrange for: a) necessary floor plans and accessible Equipment locations; b) separate electric source circuits and power at its own expense; c) suitable space meeting operating environment requirements; d) heat, air conditioning, light and security; e) reasonable access; and f) where not otherwise provided herein, raceway, conduit, holes and wireways.
4. **SERVICE AND MAINTENANCE.** This Agreement excludes repairs made necessary by misuse, negligence, accident, theft or unexplained loss, abuse, connection to direct electrical current, fire, flood, wind, lightning, Act of God, or public enemy, or improper wiring, repair or alteration by anyone other than The Telephone Company. The Telephone Company will maintain the described equipment in good working condition and repair and will furnish all parts and labor at no cost to Customer except as set forth under Paragraph 2.
5. **TRAINING.** To upgrade Customer's operation and knowledge of the Equipment, reasonable instruction and training will be provided by The Telephone Company to Customer's employees at reasonable intervals during the initial term of this Agreement. Subsequent training shall be at The Telephone Company's then prevailing rates.
6. **ROUTINE SERVICE CALLS.** During the initial term of this Agreement routine service calls will be answered within (8) business hours of notice that service is necessary.
7. **EMERGENCY SERVICE CALLS.** During the initial term of this Agreement emergency service calls (emergency being defines as the total failure of the system) shall be answered within (2) hours after notice that an emergency exists.
8. **MISCELLANEOUS.** The Telephone Company and its subcontractors shall not be liable separately or together for any loss or damage to the Equipment or other property or injury or death to Customer, Customer's agents, employees, or invitees arising in connection with the Maintenance Services provided by The Telephone Company or its subcontractors under this paragraph unless such loss,

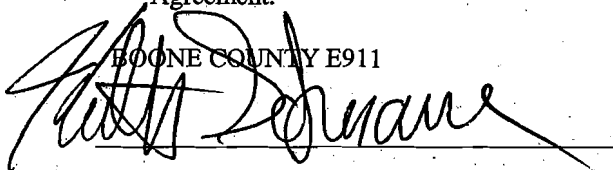
injury, death or damage results solely from the negligence of willful misconduct of The Telephone Company. IN NO EVENT SHALL THE TELEPHONE COMPANY OR ITS SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION ANY LOSS BY CUSTOMER OF BUSINESS REVENUE OR GOODWILL ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT.

The Telephone Company will make all reasonable efforts to perform its obligations under this Agreement. The time for performance by The Telephone Company of Maintenance under this Agreement is in every case subject to delays caused by Act of God, war, riot, fire, explosion, accident, sabotage, inability to obtain equipment, fuel or power, government laws, regulations or orders, acts or inaction of Customer, inability of subcontractors to perform, labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of The Telephone Company) or any other cause beyond the reasonable control of The Telephone Company.

Neither the benefits nor obligations of the Agreement may be assigned without written consent of The Telephone Company. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this Agreement shall constitute the entire Agreement between Customer and The Telephone Company with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in any other documents or in representations by The Telephone Company personnel.

9. RISK OF LOSS. The Customer hereby assumes all risks of loss, damages, destruction or interference with the use of the equipment from any cause whatsoever.
10. DEFAULT. If Customer fails to perform any obligation under this Agreement, including but not limited to, payment of service fees and providing for equipment facilities as specified in paragraphs 2 and 3, failure to timely cure such nonperformance shall constitute default under this Agreement. In the event of default, The Telephone Company shall be entitled to discontinue providing service to the equipment and seek recovery of all amounts due by any and all lawful remedies and procedures.
11. NOTICES. All notices called for under this Agreement shall be in writing and shall be delivered personally or transmitted by First Class United States mail to the respective addresses set forth in this Agreement.

BOONE COUNTY E911



CenturyTel:

Signature

Date

Signature

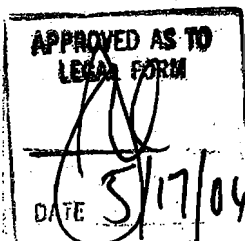
Date

Telephone

Fax

Telephone

Fax



SCHEDULE A

This Schedule A is attached to and made a part of the Maintenance Purchase Agreement by and between CenturyTel and the County of Boone.

The equipment covered under such Agreement is as follows:

This maintenance is 7 days a week/24 hours a day

<u>QTY</u>	<u>DESCRIPTION</u>
2	Modem Accura 33.6 External +Fax
1	Printer Epson FX 850
1	Vectra VL4 5/133 MOD1080 (16MB) Desktop
10	Module HLIM New Style W/E I/O Int Modem
10	CPU Minitower w/Sentinel Software & IRR
10	Monitor 21" Touch
1	Smart Statistics/Realtime Monitor Sw.
10	Software Informer Call Reporter Pos 10-12

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 7th day of September 20 06

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

Now on this day the County Commission of the County of Boone does hereby re-appoint Larry L. McBee to the Park Board with a term expiring on September 30, 2010.

Done this 7th day of September 2006.

ATTEST:

Wendy S Noren
Wendy S. Noren
Clerk of the County Commission

ABSENT
Keith Schnarre
Presiding Commissioner

Karen M Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Keith Schnarre, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin District II Commissioner



365-2006
Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

365-2006

Re-appointment - Term expires Sept 30, 2010

*Boone County
Board of Parks
Commission*

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: PARK BOARD Term: ?

Current Township: PERCHE Today's Date: 8-11-06

Name: LARRY L. MCBEE

Home Address: 1491 DRIPPING SP. RD Zip Code: 65202

Business Address: N/A Zip Code: _____

Home Phone: 874-2276 Work Phone: _____
Fax: _____ E-mail: MCBEE L @ GTE.NET

Qualifications: _____

Past Community Service: _____

References: _____

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

[Signature]

Applicant
Signature

Return Application Boone County Commission Office
To: Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311