

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

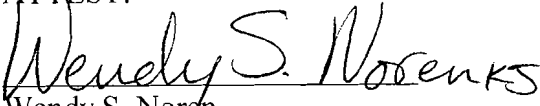
In the County Commission of said county, on the 21st day of December 20 10

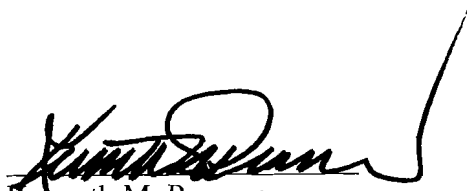
the following, among other proceedings, were had, viz:

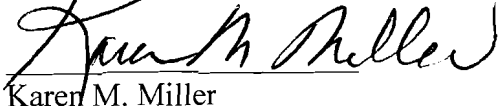
Now on this day the County Commission of the County of Boone does hereby approve Amendment # 1 to contract 71-01Dec09 – Computer Output to Microfilm Service with U.S. Imaging, Inc. of Saginaw for conversion of digital images to ANSI quality microfilm. It is further ordered the Presiding Commissioner is hereby authorized to sign said Term and Supply contract.

Done this 21st day of December, 2010.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: December 3, 2010
RE: Amendment Number One – 71-01DEC09 – Computer Output to
Microfilm Service Term and Supply

Contract 71-01DEC09 – Computer Output to Microfilm Service Term and Supply was approved in commission on March 25, 2009. The attached amendment allows the Boone County Collector to use this contract for their computer output to microfilm service needs.

Invoice will be paid from department 2110 –Collector Tax Maintenance Activity Operations, account 71100 – Outside Services. \$24,288.00 is the estimated cost of this service for the 2010 billing cycle..

cc: Bid File

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
COMPUTER OUTPUT TO MICROFILM SERVICE TERM AND SUPPLY**

The Agreement 71-01DEC09 dated May 25, 2010 made by and between Boone County, Missouri and U.S. Imaging, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **Add** to the contract the project cost and specifications for Conversion of Digital Images to ANSI Quality Microfilm for the Boone County Collector as detailed below:

Conversion of Digital Images to ANSI Quality Microfilm

Project Specifications

- State law requires human readable copy of digital information with a retention period of ten years or longer. Our service allows you to digitize your own records with low cost digital scanners and convert the digital images to microfilm images.
- Boone County will ship CD's or FTP a directory of images to US Imaging. US Imaging will provide you with a user name, password and directory on our secured FTP server if FTP is desired.
- US Imaging will review the digital images to ensure that there are no missing images.
- US Imaging will convert the digital images in the order received (typically Book and Page order or document number) to silver rollfilm at a 29x reduction ratio.
- US Imaging is a certified Kodak Lab and we will ensure that all film meets or exceeds all State and ANSI standards for resolution, density and archival quality.
- ~~The original microfilm will be returned to your County via UPS delivery. Shipping is responsibility of county.~~
- County will provide images in batches of 1580 images.
- US Imaging will adhere to Missouri Secretary of State guidelines as provided by the county.
- One sample roll has been submitted and approved by the Secretary of States Office. All subsequent rolls will be delivered with the same format.

1,580 Images	@	1 roll of archival microfilm	=	1 roll
170,000 Images	@	1,580 Images/roll	=	108 rolls
170,000 Images	@	\$0.12 Per Image for Microfilming	=	\$20,400.00
108 Rolls	@	\$1.00 Per Roll for index labeling	=	\$108.00
108 duplicate roll	@	\$35.00 per duplicate	=	\$3,780.00
		estimated backfile investment	=	<u>\$24,288.00</u>
15,000 Images	@	1,580 Images/roll	=	10 rolls
15,000 Images	@	\$0.12 Per Image for Microfilming	=	\$1,800.00
10 Rolls	@	\$1.00 Per Roll for labelling	=	\$10.00
10 duplicate roll	@	\$35.00 per duplicate	=	\$350.00
		estimated annual investment	=	<u>\$2,160.00</u>

- 2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

U.S. IMAGING, INC.

by *Ronda Olson*
 title *Project Manager*

BOONE COUNTY, MISSOURI

by: Boone County Commission
Kenneth M. Pearson
 Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

J. Wilson
 County Counselor

ATTEST:

Wendy S. Noren
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

<u><i>Jane E. Pitchford</i></u>	<u><i>12/20/10</i></u>	<u>2110/71100 - \$24,288.00</u>
Signature <i>by cej</i>	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

21st

day of December

20 10


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

Now on this day the County Commission of the County of Boone does hereby award bid 61-24Nov10 Electronic Media Storage Term and Supply, to Underground Records Management, L.L.C. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 21st day of December, 2010.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: December 10, 2010
RE: 61-24NOV10 – Electronic Media Storage Term and Supply

The Bid for Electronic Media Storage Term and Supply closed on November 24, 2010. Two bids were received. Purchasing and the Boone County Information Technology Department recommend award to Underground Records Management, L.L.C. for offering the lowest and best bid for Boone County.

This is a term and supply contract. Contract will be paid from department 1170 – Information and Account 71100 – Outside Services. \$12,000 is budgeted for this service.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Aron Gish
Bid File

61-24NOV10 - Electronic Media Storage

BID TABULATION		Data Retention Services	Underground Records Management, LLC
4.7.1.	Storage Price per Month for 0-20 Electronic Media for permanent storage in vault:	\$10.00	\$8.00
4.7.2.	Storage Price per Month per each additional 0-10 Electronic Media sets:	\$8.00	\$4.00
4.7.3.	Courier Service per Month for Pickup\Return of 0-20 Electronic Media for one location: Government Center	\$241.50	\$330.00
4.7.4.	Emergency Courier Service fee per occurrence outside of regular schedule on a weekday	\$19.00	\$30.00
4.7.5.	Emergency Courier Service fee per occurrence outside of regular schedule on weekends or holidays	\$45.00	\$75 weekend; \$100 holiday
4.7.6.	Maximum % Increase 1st Renewal	0%	0%
	Maximum % Increase 2nd Renewal	0%	0%
	Maximum % Increase 3rd Renewal	0%	0%
	Maximum % Increase 4th Renewal	0%	0%
4.7.7.	How Many Days Will Service Begin After Notice To Proceed	1	5
4.8.	COOP? (Yes or NO)	Yes	Yes

**PURCHASE AGREEMENT
FOR
ELECTRONIC MEDIA STORAGE TERM AND SUPPLY**

THIS AGREEMENT dated the 21 day of December 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Underground Records Management, L.L.C.**, 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 **Electronic Media Storage Term and Supply**, bid number **61-24NOV10**, any applicable addenda, the unexecuted Bid Form, as well as the Contractor's bid response dated **November 22, 2010** and executed by **Alan Barnes** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2011** and extend **through December 31, 2011** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase maintenance from the Contractor and the Contractor agrees to furnish electronic media storage services to the County. Service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Billing and Payment - All billing shall be invoiced to the Boone County Information Technology Department and may only include the prices listed in the attached Exhibit A. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements 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/services are delayed or products/services 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.

**UNDERGROUND RECORDS
MANAGEMENT, L.L.C.**

by [Signature]
title General Manager
address _____

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Ken Pearson, 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 [Signature] Date 12/20/10 Appropriation Account 1170/71100 Term & Supply

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 21st day of December 20 10

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

Now on this day the County Commission of the County of Boone does hereby award bid 42-19Aug10 Web Based Reporting, to Replicon Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 21st day of December, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan,
DATE: November 23, 2010
RE: 42-19aug10 – Web Based Reporting Tool

The Request for Proposal for a Web Based Reporting Tool closed on September 16, 2010. Two proposal responses were received.

The evaluation committee consisted of Aron Gish, IT Director, Derin Campbell, Public Works Director, and Jeff McCann, Professional Civil Engineer.

The evaluation committee recommends award to Replicon Inc., per their attached evaluation report. The contract includes the following:

Replicon Web Based Reporting Subscription

A One Time Implementation Services Lite fee of	\$1,495.00
First Year User Subscription Fee of	\$2,708.16
For a first year total contract price of	\$4,203.16

This contract will be paid from departments 2045 – Public Works Design and Construction and account 70050 – Software Service Contract. The initial contract includes installation implementation and has an option for annual renewal through December 31, 2014. The installation and implementation fee will only be charged for the first contract year. All subsequent years will only be charged a user Subscription Fee.

ATT: Evaluation Report

cc: Proposal File
Evaluation Team

**Evaluation Report for Proposal
42-19AUG10 – Web Based Reporting Subscriptions**

OFFEROR #1: Replicon Inc.

It has been determined that **Replicon Inc.** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Replicon Inc.** has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- This product shows evidence that it is easy to learn and quick to implement.
- By having a per person per month fee, the County will have more control over the commitment.
- The cost of this product and service is reasonable in regards to time analysis benefits/savings.
- Being web based, employees can fill out timesheets anywhere web access is available.
- Replicon Inc. estimates full implementation within 3 to 5 days.
- Replicon Inc.'s proposal showed a detailed understanding to the problem, schedules of implementation, and gave a detailed and customized technical approach to a solution for our problem.
- Webinars/Manuals/Coaching/Discussion Forums etc for training, export ability and project tracking as needed. This shows that the County will have access to training for its users.
- As it relates to section 3.3, this company uses an industry standard database to store all information. The County will have the ability to keep and reuse this database in the future.
- Replicon Inc.'s proposal does not limit the number of users or projects. This gives the County the option to increase or decrease how many people/departments are using the product.
- A large customer base is already established. There is more customer driven demand for advancements in software updates.
- Replicon Inc. has a software escrow account.
- ~~Replicon provides the ability to pull raw data exports out of the administration interface.~~
- Replicon can also provide the data in SQL backup format.
- Service includes hosting.

Concerns:

- Possible post implementation service fees.
- Possible fee associated with providing the data in SQL format.

Experience/Expertise of Offeror

Strengths:

- Good references
- References are from users who are using this specific product.
- Both references were satisfied with the product and support provided.

- The company demonstrates a specialty in timesheet and expense and project management software.
- 12 yrs in business shows stability and experience.
- Replicon has represented large corporations which are using the product we are looking at.
- Replicon has provided a reference that is a county government department that is using the same product that is recommended for Boone County. This reference gave a positive review.

Concerns:

None

OFFEROR # 2: Walkin Webstore Corp.

X It has been determined that **Walkin Webstore Corp.** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

_____ It has been determined that **Walkin Webstore Corp.** has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- Scalable in the sense of unlimited users, could become a county wide usable product (if desired).
- Being web based, employees can fill out timesheets anywhere web access is available.
- Walkin Webstore Corp. is proposing a one-time fee with no renewal fees.

Concerns:

- A hosting fee was not included in the original proposal. Boone County is not prepared to host this product.
- The primary product does not fulfill the email reminder notification requirement as requested in 3.2 G of the Scope of Services section.
- Page 12, Section 3.5.5, Items a and b: Walkin Webstore Corp. provided a very generalized understanding of the problem and no discussion of Scope of Work or technical and methodological approaches.
- Ten percent of the solution is not currently created and is not in existence.
- At this time we would be the only customer using the software. This gives the vender little incentive to create and give updates.
- Lack of comparable entities currently using the software offered.
- References do not use the timesheet software the County is looking at.
- References indicated recent downgrade in support response.

Experience/Expertise of Offeror

Strengths:

- Walkin Webstore Corp. shows a history of building websites.
- 13 years in business.

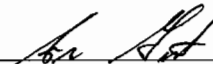
Concerns:

- Page 3: The company background information mainly focuses on website design and does not discuss experience with timesheet or project tracking applications.
- Page 13, Section 3.5.8, Item a: The staff experience section does not indicate anyone has experience with timesheet or project tracking applications.
- Page 14, Section 3.5.8, Exhibit A, Prior Experience: Services performed for all three references appear to be web site design and web site hosting only. No mention of timesheet or project tracking.
- Walkin Webstore Corp. has no software escrow account.

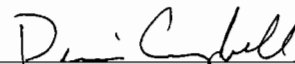
Summary:

After evaluating the proposals offered by Walkin Webstore Corp. and Replicon Inc. this evaluation committee has decided that Replicon Inc.'s solution best fits the County's needs with the fewest concerns. Replicon Inc.'s solution seems to be all encompassing with hosting and data exports. The strengths shown in regards to method of performance and experience proved superior to the Walkin Webstore. In regards to the same areas, the concerns were minimal. Walkin Webstore, while offering some good strengths, the remaining concerns outweighed the strengths.

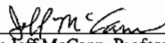
This evaluation report represents my subjective opinion regarding Offeror's strengths and concerns and is based upon my analysis of the relevant facts, as contained in Offeror's proposal response.



Evaluator's Signature: Aron Gish, Director Information Technologies 11/17/10
Date



Evaluator's Signature: Derin Campbell, Director Public Works 11/16/10
Date



Evaluator's Signature: Jeff McCann, Professional Civil Engineer 11/15/10
Date

**PURCHASE AGREEMENT FOR
Web Based Reporting Tool**

THIS AGREEMENT dated the 21 day of December 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Replicon Inc.**, 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 furnishing, delivery, installation, training and maintenance of the Web Based Reporting Subscription for the Boone County, proposal number **42-19AUG10**, including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the unexecuted Response Form, Certification Regarding Debarment, Clarifications Form #1 with Vendor Response, Clarifications Form #2 with Vendor Response, as well as the Contractor's proposal response dated **September 10, 2010** and executed by Dan Kassen, 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 proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, this contract document, the terms, conditions, provisions and requirements contained in this purchase agreement, the proposal specifications, and any applicable Clarification Response shall prevail and control over the Contractor's proposal response.

2. **Contract Duration** - This agreement shall commence on the **date of award** and extend through **December 31, 2011** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one (1) year periods** subject to the pricing clauses in the contractor's RFP response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following per the proposal specifications and as responded to in proposal response, and in conformity with the contract documents.

Replicon Web Based Reporting Subscription	
A One Time Implementation Services Lite fee of	\$1,495.00
First Year User Subscription Fee of	2,708.16
 For a first year total contract price of	 \$4,203.16

All additional years of purchase are subject to increases of the User Subscription Fee as outlined in the Request For Proposal Response and Clarified in the Contractors response to Clarification From #2.

4. **Delivery** - Contractor agrees to deliver all purchase items as required by the County within five business days after receiving payment. All training dates and times shall be at the discretion of the County.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's proposal 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 proposal response to the specifications. Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with proposal 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.

REPLICON INC

BOONE COUNTY, MISSOURI

by M. I. Spindell

by: Boone County Commission

title Director

Kenneth M. Pearson
Kenneth M. Pearson, Presiding

Commissioner

APPROVED AS TO FORM:

ATTEST:

C. J. Blount
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 59.660, 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.)

Jane E. Pitchford
Signature *by cef*

12/16/10
Date

2045 / 70050

Appropriation Account

CERTIFIED COPY OF ORDER

596 -2010

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 21st day of December 20 10

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

Now on this day the County Commission of the County of Boone does hereby award bid 56-24Nov10 Shop Fluids Term and Supply, to Heathwood Oil Company of Kansas City, Kansas. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 21st day of December, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: December 8, 2010
RE: 56-24NOV10 – Shop Fluids Term and Supply

COPY

The Bid for Shop Fluids Term and Supply closed on November 24, 2010. Four bids were received. Purchasing and Public Works recommend award to Heathwood Oil Company of Kansas City, Kansas for offering the lowest and best bid as an “all or none” award for Boone County.

Invoices from this Term & Supply contract will be paid out of department 2040 - PW Maintenance Operations, account number 59050 – Engine Fluids. \$30,000 was budgeted for 2011.

Attached is a copy of the bid evaluation and Public Work’s award memo for your review.

ATT: Bid Tabulation

cc: Greg Edington / Elaine Goodwin, Public Works
Bid File

Boone County Public Works

Gregory P. Edington
Fleet Operations Superintendent
Maintenance Operations Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (226)
FAX (573) 875-1602
EMAIL: gregedington@boonecountymo.org

Date: November 29, 2010
To: Melinda Bobbitt
From: Greg Edington *GE*
Subject: Bid Award Recommendation, Bid # 56-24NOV10

The Department recommends awarding the above bid for Shop Fluids Term and Supply to Heathwood Oil Co. as the lowest and best bid. The \$54,456.44 extended price total was less than all other vendors. Heathwood Oil Co. was the only vendor that submitted a bid that bid all items and met bid specifications. Clarification from the vendor is attached and describes the meaning of item # 4.8 in their submittal.

MFA Oil submitted a bid and item 4.7.2 did not meet the specifications. Attached is a printout from their specifications. The required item does not have a TBN of 11 as specified. The vendor bid all items.

Champion Brands submitted a bid with no response to item 4.7.23, and item 4.7.15 does not meet specifications.

Brownfield submitted the highest bid.

56-24NOV10 - Shop Fluids Term and Supply
 BID TABULATION

ITEM #	QTY	DESCRIPTION	MFA Oil		Champion Brands, LLC		Brownfield Oil Co, LLC		Heathwood Oil Co, Inc.								
			Proposed UNIT PRICE	EXT PRICE	Proposed UNIT PRICE	EXT PRICE	Proposed UNIT PRICE	EXT PRICE	Proposed UNIT PRICE	EXT PRICE							
4.7.1	2,750	15W-40	MFA Oil	\$19,917.50	Champion	\$19,917.50	Standard	\$6.99	\$19,222.50	Premium	\$6.88	Old World	\$18,370.00	Castrol	\$7.50	\$20,633.00	
4.7.2	2,750	15W-40 (Extended Service)	MFA Oil	\$19,917.50	Champion	\$19,917.50	Standard	\$10.69	\$29,447.50	Premium	\$6.68	Old World	\$18,370.00	Castrol	\$9.22	\$25,355.00	
4.7.3	500	Hydraulic Oil (ISO-46)	MFA Oil	\$2,750.00	Champion	\$2,750.00	Standard	\$5.99	\$2,995.00	Premium	\$4.58	Old World	\$2,290.00	Castrol			
4.7.4	60	Coolant (DexCool or equal)	MFA Oil	\$438.00	Champion	\$438.00	Standard	\$12.68	\$760.80	Premium	\$6.03	Old World	\$561.88	Castrol			
4.7.5	110	Coolant (Extended Life) 50/50	Champion	\$9.84	Champion	\$9.84	Standard	\$8.86	\$974.60	Old World	\$7.89	Old World	\$667.96	Castrol			
4.7.6	55	Gear Lubricant	MFA Oil	\$19.00	Champion	\$1,045.00	Standard	\$18.97	\$1,045.00	Old World	\$21.32	Old World	\$1,172.60	Castrol			
4.7.7	35	Grease (Castrol)	MFA Oil	\$20.00	Champion	\$700.00	Standard	\$20.44	\$715.40	Old World	\$14.30	Old World	\$514.80	Castrol			
4.7.8	1	Grease 120 lb.	MFA Oil	\$216.00	Champion	\$216.00	Standard	\$241.50	\$241.50	Old World	\$218.24	Old World	\$218.24	Castrol			
4.7.9	30	Dexone III	MFA Oil	\$2.25	Champion	\$67.50	Standard	\$7.97	\$239.10	Old World	\$2.56	Old World	\$76.80	Castrol			
4.7.10	60	Dexron VI	MFA Oil	\$3.50	Champion	\$210.00	Standard	\$2.78	\$166.80	Old World	\$4.76	Old World	\$282.60	Castrol			
4.7.11	120	Mercon V	MFA Oil	\$3.50	Champion	\$420.00	Standard	\$2.78	\$333.60	Old World	\$3.14	Old World	\$376.80	Castrol			
4.7.12	120	Mercon LV	MFA Oil	\$3.50	Champion	\$420.00	Standard	\$2.78	\$333.60	Old World	\$3.14	Old World	\$376.80	Castrol			
4.7.13	30	Mercon SP	MFA Oil	\$3.50	Champion	\$105.00	Standard	\$2.78	\$83.25	Old World	\$3.61	Old World	\$124.40	Castrol			
4.7.14	30	ATF 4+	MFA Oil	\$3.50	Champion	\$105.00	Standard	\$2.78	\$83.25	Old World	\$3.61	Old World	\$124.40	Castrol			
4.7.15	110	Autom Transfluid	Mobil	\$29.00	Champion	\$3,190.00	Standard	\$11.22	\$1,234.20	Old World	\$4.26	Old World	\$1,277.80	Castrol			
4.7.16	30	5W-20 (5 quart cans)	No Bid	No Bid	Motorcraft	\$12.80	Standard	No Bid	No Bid	Motorcraft	\$12.77	Old World	\$183.10	Castrol			
4.7.17	60	5W-20 (1 quart cans)	MFA Oil	\$2.40	Champion	\$144.00	Standard	\$2.04	\$122.40	Old World	\$2.79	Old World	\$163.80	Castrol			
4.7.18	30	5W-30 (1 quart cans)	No Bid	No Bid	Motorcraft	\$12.84	Standard	No Bid	No Bid	Motorcraft	\$12.43	Old World	\$172.96	Castrol			
4.7.19	60	5W-30 (5 quart cans)	MFA Oil	\$2.40	Champion	\$144.00	Standard	\$2.04	\$122.40	Old World	\$2.56	Old World	\$153.60	Castrol			
4.7.20	120	10W-30	MFA Oil	\$2.25	Champion	\$270.00	Standard	\$1.96	\$235.20	Old World	\$2.47	Old World	\$296.40	Castrol			
4.7.21	60	Power Steering Fluid	Wenon	\$2.50	Champion	\$150.00	Standard	\$1.64	\$98.40	Old World	\$1.55	Old World	\$93.00	Castrol			
4.7.22	1000	Universal Tractor Fluid	MFA Oil	\$7.00	Champion	\$7,000.00	Standard	\$5.61	\$5,610.00	Old World	\$7.50	Old World	\$5,300.00	Castrol			
4.7.23	220	Propylene Glycol (50/50)	Stem	\$8.50	Champion	\$1,870.00	Standard	No Bid	No Bid	Champion	\$6.85	Old World	\$1,463.00	Castrol			
Exemptions to Terms and Conditions																	
4.8	Maximum % increase or decrease for any material period			10%													
4.8.1	Minimum amount from list for all products introduced after inception of contract and all items not specified herein.			5%													
4.9	Delivery Date ARO			2													
4.10	Cash Discount			0%													
4.11	Copy? (yes or no)			Yes													
No Bids																	
Agency The Supply																	

Note: Items 4.7.16, 4.7.17, 4.7.18, 4.7.19, 4.7.20, 4.7.21 - bid gallon instead of quart

**PURCHASE AGREEMENT
FOR
Shop Fluids Term and Supply**

THIS AGREEMENT dated the 21 day of December 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Heathwood Oil Co., Inc.**, 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 **Shop Fluids Term and Supply**, County of Boone Request for Bid for **Shop Fluids Term & Supply**, bid number **56-24NOV10**, any applicable addenda, the unexecuted Bid Form, Steve Shondell Memo dated November 29, 2010, as well as the Contractor's bid response dated **October 19, 2010** and executed by **Steve Shondell** 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, this Purchase Agreement, the Request for Bid, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2011 and extend through June 30, 2011 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for five additional six-month periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver the product as set forth in the bid documents within ten (10) days after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Public Works and may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.


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

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

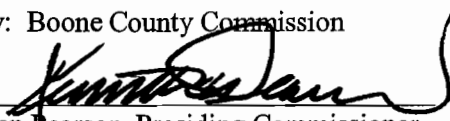
8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services 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.

HEATHWOOD OIL CO., INC.

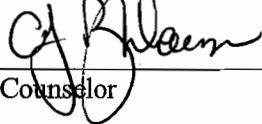
by 
title PWS
address Box 171655

BOONE COUNTY, MISSOURI

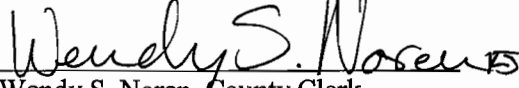
by: Boone County Commission

Ken Pearson, Presiding Commissioner

KC 15 66117

APPROVED AS TO FORM:

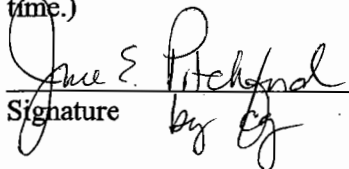

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


Signature by JEP

12/15/10
Date

2040/59050 Term & Supply
No Encumbrance Required
Appropriation Account

CERTIFIED COPY OF ORDER

597-2010

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

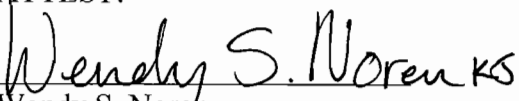
In the County Commission of said county, on the 21st day of December 20 10

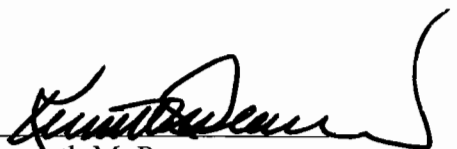
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Cooperative Contract 39/2010 Moving Services with Fry-Wagner Mid-Missouri of Columbia, Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.


Done this 21st day of December, 2010.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 24, 2010
RE: Cooperative Contract – 39/2010 – Moving Services

Purchasing requests permission to get the City of Columbia cooperative contract 39/2010 for Moving Services with Fry-Wagner Mid-Missouri, of Columbia, Missouri in place in case we need this contract during the Government re-model project.

This is a term and supply contract which can be used on an “as needed” basis. Moving services during normal business hours are \$23.00/hour.

cc: Ken Pearson, Commission
Contract File

**PURCHASE AGREEMENT FOR
MOVING SERVICES**

THIS AGREEMENT dated the 21 day of December 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Fry-Wagner Mid-Missouri, Inc.** herein "Vendor."

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 **Moving Services** in compliance with all bid specifications and any addendum issued for the City of Columbia Contract **39/2010**, as well as Boone County Standard Terms and Conditions. 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 and/or City of Columbia bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Standard Terms and Conditions, and the City of Columbia Contract 39/2010 shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Moving Services on an as needed basis.

3. **Contract Duration** - This agreement shall commence on **the date written above and extend through January 31, 2012** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the County for **three (3) additional one (1) year periods** subject to the pricing clauses in the contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do.

4. **Billing and Payment** - All billing shall be invoiced to the respective ordering Boone County Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all monthly statements 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 Vendor, 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. **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.

FRY-WAGNER MID-MISSOURI, INC.

by Pat SRO
 title General Manager

BOONE COUNTY, MISSOURI

by: Boone County Commission
Kenneth M. Pearson
 Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

G. Hoover
 County Counselor

ATTEST:

Wendy S. Noren
 Wendy S. Noren, County Clerk

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.)

Jane E. Pitchford by KP
 Signature

12/16/10
 Date

no encumbrance required
 County-Wide Term and Supply
 Appropriation Account

598 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 21st day of December 20 10

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 for operations in Mail Services due to the increase of total mail pieces over the 2010 year:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency	Emergency	30,000.00	
1194	22000	Mail Services	Postage		30,000.00

Done this 21st day of December, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

REQUEST FOR BUDGET REVISION

To: County Clerk's Office
Comm Order # 598-2010

BOONE COUNTY, MISSOURI RECEIVED

Return to Auditor's Office
Please do not remove staple.

12-17-10
EFFECTIVE DATE

DEC 17 2010

FOR AUDITORS USE

Department				Account				Department Name		Account Name		(Use whole \$ amounts)	
												Transfer From	Transfer To
										Decrease	Increase		
1	1	2	3	8	6	8	0	0	Emergency & Contingency	EMERGENCY	\$30000.00		
1	1	9	4	2	2	0	0	0	Mail Services	Postage		\$30000.00	

~~Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):~~
 Requesting to transfer \$30,000.00 from Emergency & Contingency (1123-86800) to Mail Services (1194). This budget revision is necessary to complete 2010 operations in Mail Services due to the increase of total mail pieces over the 2010 year. Also, requesting the second Commission reading be waived.

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

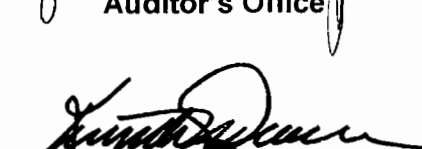

 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

Agenda


 Auditor's Office


 PRESIDING COMMISSIONER


 DISTRICT I COMMISSIONER


 DISTRICT II COMMISSIONER

Year	<u>2010</u>	Original Appropriation	<u>241,500.00</u>
Dept	<u>1194 MAIL SERVICES</u>	Revisions	<u>23,172.00-</u>
Acct	<u>22000 POSTAGE</u>	Original + Revisions	<u>218,328.00</u>
Fund	<u>100 GENERAL FUND</u>	Expenditures	<u>213,295.81</u>
		Encumbrances	
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>213,295.81</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>5,032.19</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>5,032.19</u>

Expenditures by Period

January	<u>55,692.19</u>	July	<u>1,326.02</u>
February	<u>1,368.62-</u>	August	<u>12,916.26-</u>
March	<u>58,540.50</u>	September	<u>44,655.75</u>
April	<u>12,521.87-</u>	October	<u>12,756.28</u>
May	<u>33,063.57</u>	November	<u>28,308.25</u>
June	<u>9,811.24</u>	December	<u>4,051.24-</u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

Transactions for DEC 14 2010 to DEC 14 2010

Trans ID	Account	Pieces	Postage	Surcharge	Total	Trans Type
2041	Recorder	6	3.490	0.000	3.490	I
2042	Recorder	4	5.730	0.000	5.730	I
2043	Collector	3	1.320	0.000	1.320	I
2044	Sheriff Department	16	7.040	0.000	7.040	I
2045	Court Services	1	0.440	0.000	0.440	I
2046	Collector	46	20.240	0.000	20.240	I
2047	Collector Receipts	5	2.200	0.000	2.200	I
2048	Juvenile Office	4	1.760	0.000	1.760	I
2049	Assessor	6	2.640	0.000	2.640	I
2050	County Counselor	2	0.880	0.000	0.880	I
2051	Human Resources	3	1.320	0.000	1.320	I
2052	Prosecuting Attny Child S upport	2	0.880	0.000	0.880	I
2053	Public Administrator	35	16.250	0.000	16.250	I
2054	Prosecuting Attny	17	7.820	0.000	7.820	I
2055	Prosecuting Attny	1	1.560	0.000	1.560	I
2056	Circuit clerk	130	57.370	0.000	57.370	I
2057	Circuit clerk	1	1.220	0.000	1.220	I
2058	Circuit clerk IVD	2	0.880	0.000	0.880	I
2059	Public Administrator	2	2.100	0.000	2.100	I
2060	Prosecuting Attny	2	3.460	0.000	3.460	I
2061	Circuit clerk	1	1.050	0.000	1.050	I
2062	Collector Receipts	327	116.739	0.000	116.739	I
2063	Collector Receipts	220	73.700	0.000	73.700	I
2064	Collector Receipts	191	63.985	0.000	63.985	I
2065	Collector Receipts	455	152.425	0.000	152.425	I
2066	Collector Receipts	112	39.984	0.000	39.984	I
2067	Collector Receipts	218	83.276	0.000	83.276	I
2068	Collector Receipts	673	225.455	0.000	225.455	I
2069	Collector Receipts	673	225.455	0.000	225.455	I
2070	Collector Receipts	673	225.455	0.000	225.455	I
2071	Collector Receipts	222	74.370	0.000	74.370	I
2072	Collector Receipts	99	33.165	0.000	33.165	I
2073	Collector Receipts	3	1.071	0.000	1.071	I
2074	Collector Receipts	12	4.284	0.000	4.284	I
2075	Collector Receipts	21	25.960	0.000	25.960	I

2076	Collector Receipts	148	65.120	0.000	65.120	I
2077	Planning and Bldg	1	0.440	0.000	0.440	I
2078	JJC	1	0.440	0.000	0.440	I
2079	Sheriff Department	5	2.200	0.000	2.200	I
2080	Sheriff Department	1	5.540	0.000	5.540	I
2081	Treasurer	2	0.880	0.000	0.880	I
2082	Public Administrator	6	2.810	0.000	2.810	I
2083	Prosecuting Attny	16	7.380	0.000	7.380	I
2084	Juvenile Office	12	5.450	0.000	5.450	I
2085	Assessor	2	0.880	0.000	0.880	I
2086	Planning and Bldg	1	0.440	0.000	0.440	I
2087	Collector	34	16.150	0.000	16.150	I
2088	Prosecuting Attny	7	3.250	0.000	3.250	I
2089	Prosecuting Attny	1	1.050	0.000	1.050	I
2090	Judges Office	2	9.700	0.000	9.700	I
2091	Judges Office	1	2.580	0.000	2.580	I
2092	Circuit clerk	4	6.070	0.000	6.070	I
2093	Circuit clerk	2	11.080	0.000	11.080	I
2094	Circuit clerk	139	63.370	0.000	63.370	I
2095	Circuit clerk	4	4.880	0.000	4.880	I
2096	PA Bad Check	8	3.520	0.000	3.520	I
2097	Public Works	1	0.440	0.000	0.440	I
2098	Recorder	2	0.880	0.000	0.880	I
2099	JJC	1	0.440	0.000	0.440	I
2100	Collector	103	45.830	0.000	45.830	I
2101	Collector	2	3.290	0.000	3.290	I
2102	Collector	2	11.250	0.000	11.250	I
2103	Sheriff Department	82	36.080	0.000	36.080	I
2104	County Clerk	64	17.920	0.000	17.920	I
2105	County Clerk	21	9.240	0.000	9.240	I
2106	County Clerk	3	2.640	0.000	2.640	I
2107	Planning and Bldg	11	4.840	0.000	4.840	I

=====
 Grand Total: 4877 1831.054 1831.054
 End of Report

Transactions for DEC 15 2010 to DEC 15 2010

Trans ID	Account	Pieces	Postage	Surcharge	Total	Trans Type
2108	Collector Receipts	4	1.428	0.000	1.428	I
2109	Collector Receipts	280	99.960	0.000	99.960	I
2110	Collector Receipts	142	50.694	0.000	50.694	I
2111	Collector Receipts	673	225.455	0.000	225.455	I
2112	Collector Receipts	391	130.985	0.000	130.985	I
2113	Collector Receipts	102	34.170	0.000	34.170	I
2114	Collector Receipts	155	59.210	0.000	59.210	I
2115	Collector Receipts	345	115.575	0.000	115.575	I
2116	Collector Receipts	672	225.120	0.000	225.120	I
2117	Collector Receipts	8	0.000	0.000	0.000	I
2118	Collector Receipts	11	13.760	0.000	13.760	I
2119	Collector Receipts	1	4.800	0.000	4.800	I
2120	Collector Receipts	159	72.000	0.000	72.000	I
2121	Collector Tax Bills	6	2.640	0.000	2.640	I
2122	Planning and Bldg	20	8.800	0.000	8.800	I
2123	Sheriff Department	11	5.690	0.000	5.690	I
2124	Sheriff Department	5	4.400	0.000	4.400	I
2125	Planning and Bldg	5	6.950	0.000	6.950	I
2126	Treasurer	1	0.440	0.000	0.440	I
2127	Public Administrator	2	0.880	0.000	0.880	I
2128	Circuit clerk	54	23.760	0.000	23.760	I
2129	Prosecuting Attny	12	5.790	0.000	5.790	I
2130	Circuit clerk	32	14.080	0.000	14.080	I
2131	Circuit clerk	5	0.000	0.000	0.000	I
2132	Circuit clerk	3	1.320	0.000	1.320	I
2133	Sheriff Department	1	0.440	0.000	0.440	I
2134	Collector Receipts	1	0.438	0.000	0.438	I
2135	Circuit clerk	107	49.290	0.000	49.290	I
2136	Circuit clerk	2	2.270	0.000	2.270	I
2137	Juvenile Office	15	6.600	0.000	6.600	I
2138	Juvenile Office	1	1.220	0.000	1.220	I
2139	PA Tax	2	0.880	0.000	0.880	I
2140	Circuit clerk	2	3.630	0.000	3.630	I
2141	Prosecuting Attny	3	3.660	0.000	3.660	I
2142	Collector	18	7.920	0.000	7.920	I
2143	Collector Receipts	19	8.360	0.000	8.360	I

2144	Collector Receipts	1	1.730	0.000	1.730	I
2145	Collector	11	5.010	0.000	5.010	I
2146	Circuit clerk	8	3.690	0.000	3.690	I
2147	Circuit clerk	5	16.710	0.000	16.710	I
2148	Circuit clerk	1	13.040	0.000	13.040	I
2149	Recorder	3	1.320	0.000	1.320	I
2150	Recorder	2	5.160	0.000	5.160	I
2151	County Clerk	1	1.560	0.000	1.560	I
2152	County Clerk	3	1.490	0.000	1.490	I
2153	Assessor	1	0.440	0.000	0.440	I
2154	Treasurer	1	0.440	0.000	0.440	I
2155	Collector	1	0.440	0.000	0.440	I
2156	Circuit clerk	14	8.030	0.000	8.030	I
2157	Circuit clerk	1	4.530	0.000	4.530	I
2158	Circuit clerk	3	10.230	0.000	10.230	I
2159	Circuit clerk	130	58.730	0.000	58.730	I
2160	Prosecuting Attny	22	10.190	0.000	10.190	I
2161	Prosecuting Attny	2	2.780	0.000	2.780	I
2162	Juvenile Office	5	7.630	0.000	7.630	I
2163	Juvenile Office	23	10.460	0.000	10.460	I
2164	Court Services	9	3.960	0.000	3.960	I
2165	Prosecuting Attny	4	1.760	0.000	1.760	I
2166	Public Administrator	4	1.760	0.000	1.760	I
2167	Public Administrator	1	1.050	0.000	1.050	I
2168	Circuit clerk	1	1.050	0.000	1.050	I
2169	Prosecuting Attny	1	3.240	0.000	3.240	I
2170	Collector	83	36.520	0.000	36.520	I
2171	Collector Receipts	12	5.280	0.000	5.280	I
2172	Collector Tax Bills	8	3.520	0.000	3.520	I
2173	County Clerk	1	0.780	0.000	0.780	I
2174	JJC	7	22.680	0.000	22.680	I
2175	Collector	1	3.240	0.000	3.240	I
2176	Sheriff Department	1	3.240	0.000	3.240	I
2177	Sheriff Department	1	0.880	0.000	0.880	I
2178	JJC	2	3.120	0.000	3.120	I
2179	Collector	1	0.610	0.000	0.610	I
2180	Public Works	1	0.440	0.000	0.440	I
2181	JJC	1	0.440	0.000	0.440	I
2182	Public Administrator	1	0.440	0.000	0.440	I
2183	Sheriff Department	1	1.220	0.000	1.220	I

Grand Total:

3649

1451.455

0.000

1451.455

End of Report

Transactions for DEC 16 2010 to DEC 16 2010

Trans ID	Account	Pieces	Postage	Surcharge	Total	Trans Type
2184	Court Services	1	7.780	0.000	7.780	I
2185	Prosecuting Attny	4	1.760	0.000	1.760	I
2186	Recorder	5	2.710	0.000	2.710	I
2187	Sheriff Department	8	3.690	0.000	3.690	I
2188	Collector	18	8.430	0.000	8.430	I
2189	County Clerk	2	0.880	0.000	0.880	I
2190	Treasurer	1	0.440	0.000	0.440	I
2191	Prosecuting Attny	5	2.370	0.000	2.370	I
2192	Juvenile Office	7	3.080	0.000	3.080	I
2193	Public Administrator	49	22.070	0.000	22.070	I
2194	Court Services	5	2.200	0.000	2.200	I
2195	Circuit clerk	77	34.390	0.000	34.390	I
2196	Circuit clerk	1	1.390	0.000	1.390	I
2197	Court Security Jury Commi sion	2	0.880	0.000	0.880	I
2198	Callaway Jury Comm	3	1.320	0.000	1.320	I
2199	Callaway Jury Comm	155	43.400	0.000	43.400	I
2200	Circuit clerk IVD	8	3.690	0.000	3.690	I
2201	Prosecuting Attny	3	17.130	0.000	17.130	I
2202	Public Administrator	1	5.540	0.000	5.540	I
2203	Circuit clerk	1	5.710	0.000	5.710	I
2204	Collector	4	1.760	0.000	1.760	I
2205	PA Bad Check	12	5.280	0.000	5.280	I
2206	Judges Office	1	0.880	0.000	0.880	I
2207	Prosecuting Attny	1	2.580	0.000	2.580	I
2208	Judges Office	1	1.730	0.000	1.730	I
2209	Sheriff Department	2	4.140	0.000	4.140	I
2210	Sheriff Department	1	4.900	0.000	4.900	I
2211	Recorder	1	1.730	0.000	1.730	I
2212	County Clerk	2	2.610	0.000	2.610	I
2213	Court Services	1	5.100	0.000	5.100	I
2214	Judges Office	1	0.440	0.000	0.440	I
2215	JJC	3	1.320	0.000	1.320	I
2216	Sheriff Department	4	22.160	0.000	22.160	I
2217	Collector	19	8.360	0.000	8.360	I
2218	Collector Receipts	8	3.520	0.000	3.520	I

2219	Treasurer	2	0.880	0.000	0.880	I
2220	Collector	1	1.560	0.000	1.560	I
2221	Collector Receipts	405	178.200	0.000	178.200	I
2222	Collector Receipts	639	281.160	0.000	281.160	I
2223	Collector Receipts	673	296.120	0.000	296.120	I
2224	Collector Receipts	289	127.160	0.000	127.160	I
2225	Collector Receipts	257	113.080	0.000	113.080	I
2226	Collector Receipts	673	296.120	0.000	296.120	I
2227	Collector Receipts	69	30.360	0.000	30.360	I
2228	Prosecuting Attny Child Support	1	1.050	0.000	1.050	I
2229	Circuit clerk	177	79.410	0.000	79.410	I
2230	Circuit clerk	4	4.880	0.000	4.880	I
2231	Callaway Jury Comm	9	3.960	0.000	3.960	I
2232	Public Administrator	6	2.640	0.000	2.640	I
2233	Prosecuting Attny	18	8.090	0.000	8.090	I
2234	Circuit clerk	4	22.330	0.000	22.330	I
2235	Collector	234	102.960	0.000	102.960	I
2236	Collector	7	4.270	0.000	4.270	I
2237	Collector Receipts	9	3.960	0.000	3.960	I
2238	Collector Receipts	2408	1059.520	0.000	1059.520	I
2239	Collector Receipts	87	76.560	0.000	76.560	I
2240	Collector Receipts	5	3.900	0.000	3.900	I
2241	Collector Receipts	1	7.900	0.000	7.900	I
2242	Collector Receipts	2	3.290	0.000	3.290	I
2243	Collector Receipts	60	26.400	0.000	26.400	I
2244	Collector	1	5.540	0.000	5.540	I
2245	Judges Office	1	4.700	0.000	4.700	I
2246	Sheriff Department	1	1.390	0.000	1.390	I
2247	Sheriff Department	4	1.760	0.000	1.760	I
2248	Public Works	1	0.440	0.000	0.440	I

Grand Total: 6465 2984.960 0.000 2984.960

End of Report

2010 Emergency Fund
1123-86800

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	ORIGINAL BUDGET	AMOUNT USED	REMAINING BUDGET	DESCRIPTION
1/1/2010	Original budget			735,000		735,000	Original budget
4/27/2010	Election & Registration	1132	71505 Building Lease		(14,500)	720,500	lease of temporary warehouse space for election equipment
4/28/2010	Parks & Recreation	1610	60400 Grounds Maintenance		(33,010)	687,490	Cover flood damage to MKT Trail
7/2/2010	Corrections	1255	92300 Replacement Machinery & Equipment		(2,500)	684,990	replacement of Jail kitchen ice machine
7/22/2010	County Clerk	1131	84400 Public Notices		(972)	684,018	publication of Boone Co Financial Statement, both 2008 & 2
9/8/2010	Insurance Claim Activity	1195	92400 Replacement Vehicles		(13,746)	670,272	replacement sheriff vehicle totalled in crash
11/8/2010	Employee Benefits	1192	10600 Unemployment		(9,000)	661,272	3rd & 4th Qtr 2010 Unemployment
11/12/2010	Sheriff	1251	59000 Gasoline		(68,500)	592,772	cover gasoline
11/12/2010	Sheriff	1251	59100 Vehicle Repairs		(18,500)	574,272	cover vehicle repairs
12/17/2010	Mail Services	1194	22000 Postage		(30,000)	544,272	cover postage expense
			Total	<u>735,000</u>	<u>(190,728)</u>	<u>544,272</u>	

12/20/2010

FY 2010
Budget Amendments/Revisions
Emergency (1123-86800)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
1	4/27/2010	1123 1610	86800 60400	Emergency Parks & Recreation	Emergency Grounds Maintenance	33,010	33,010	Cover costs for extensive flood damage to MKT Trail
2	4/27/2010	1132 1123	71505 86800	Election & Registration Emergency & Contingency	Building Lease Emergency	14,500	14,500	lease of temporary warehouse space for election equipment
3	7/2/2010	1123 1255	86800 92300	Emergency Corrections	Emergency Replacement machinery & Equip	2,500	2,500	replace Jail kitchen ice machine
4	7/22/2010	1123 1131	86800 84400	Emergency & Contingency County Clerk	Emergency Public Notices	972	972	Boone Co Financial Statement-public notice printed 2008 & 2009 in 2010
5	9/8/2010	1195 1123 1195 1195	3945 86800 92400 71016	Insurance claim Activity Emergency Funds Insurance claim Activity Insurance claim Activity	Insurance Proceeds Emergency Replacement Vehicle Auto Claims Deductible	9,000 13,746 21,746 1,000	13,746	Establish budget for replacement sheriff vehicle totalled in a crash
6	11/8/2001	1123 1192	86800 10600	Emergency Employee Benefits	Emergency Unemployment	9,000	9,000	increase to cover 2010 3rd & 4th Qtr Unemployment
7	11/12/2010	1123 1251 1251	86800 59000 59100	Emergency & Contingency Sheriff Sheriff	Emergency Gasoline Vehicle Repairs	68,500 18,500	87,000	Emergency funds needed to cover gasoline & vehicle repairs
8	12/17/2010	1123 1194	86800 22000	Emergency & Contingency Mail Services	Emergency Postage	30,000	30,000	Transfer funds to cover postage costs for the remainder of the year.

12/20/2010

FY 2010
Budget Amendments/Revisions
Mail Services (1194)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
1	6/22/2010	1132 1194	22000 22000	Election & Registration Mail Services	Postage Postage	23,172	23,172	to transfer budget for postage reimbursed by Voter List management Grant budgeted in 1132
2	12/17/2010	1123 1194	86800 22000	Emergency & Contingency Mail Services	Emergency Postage	30,000	30,000	Transfer funds to cover postage costs for the remainder of the year.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

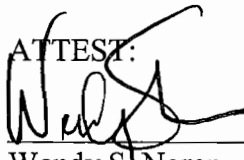
Term. 20 10

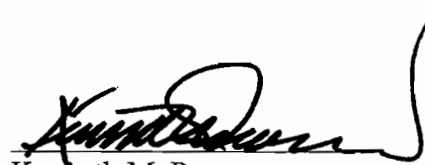

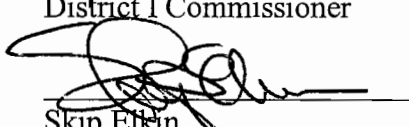
In the County Commission of said county, on the 21st day of December 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the Acceptance of Conveyance via Quit-Claim Deed dated the 14 day of December, 2010, between the Missouri Highways and Transportation Commission and Boone County, Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 21st day of December, 2010.

ATTEST:

Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 10

County of Boone

21st

day of December

20 10

In the County Commission of said county, on the

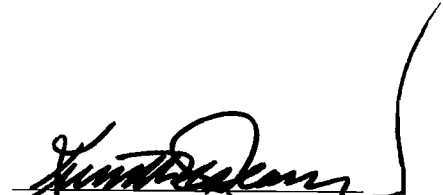
the following, among other proceedings, were had, viz:

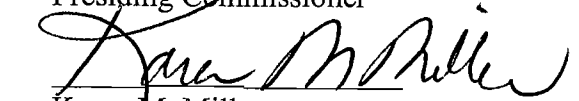
Now on this day the County Commission of the County of Boone does hereby approve the amendment to the Boone County Missouri Chapter 100 Policy relating to Data Center Projects as presented in the attached memorandum.

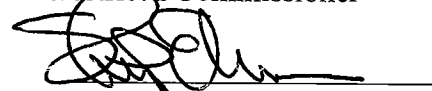
Done this 21st day of December, 2010.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Ken Pearson, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

As per our conversation this morning, Regional Economic Development, Inc., (REDI) requests the following item be put on the County Commissioner's Agenda for review and approval:

Boone County Chapter 100 Policy - Data Center Addition
First Reading: Thursday, December 16th @ 1:30 p.m.
Second Reading: Tuesday, December 21st @ 9:30 a.m.

Attending on behalf of REDI:
Dave Griggs, Chairman, REDI
Bernie Andrews, EVP, REDI

Thank you and please contact me if you have any questions.

Michele

Michele Holmes
Executive Assistant
Regional Economic Development, Inc.
302 Campusview Drive, Suite 208
Columbia, MO 65201
573/442-8303 ext. 215
maholmes@gocolumbiamo.com
Fax 573/443-8834
www.columbiaredi.com



BOONE COUNTY FIRE PROTECTION DISTRICT

October 26, 2010

Mr. J. Michael Brooks
President
Regional Economic Development, Inc.
302 Campus View Drive
Columbia, Missouri 65201

Dear Mr. Brooks:

I am writing to inform you that the Board of Directors of the Boone County Fire Protection District unanimously passed a resolution of support for the proposed changes in the Boone County Chapter 100 Policy relating to Data Center Projects. This was passed at our October 20th board meeting.

We fully support the efforts of R.E.D.I. in recruiting these significant capital investments to our community!

Please do not hesitate to contact us if we can be of assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "David R. Griggs", is written over a circular stamp or seal.

David R. Griggs
Chairman

BOONE COUNTY **Family** **RESOURCES**

Les Wagner, Executive Director

1209 East Walnut

Columbia, MO 65201

Phone: 573.874.1995

Fax: 573.443.2864

TDD: 573.443.2841

agency@bcfr.org

www.bcfr.org

August 11, 2010

J. Mike Brooks, President
Regional Economic Development, Inc.
302 Campusview Drive, Suite 208
Columbia, MO 65201

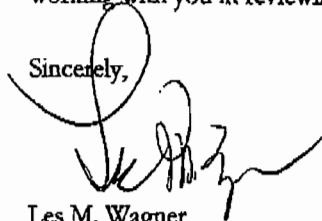
Dear Mr. Brooks:

We are pleased to submit this letter in support of the proposed amendment to The Boone County Missouri Chapter 100 Policy relating to Data Center Projects discussed at our Board meeting on August 9, 2010.

While each proposed project allowed under this amendment will have to stand on its own merits, we acknowledge the significant investment required of Project Unicorn and the potential scope and economic impact of this type project on our agency and the community at large. Obviously the exact nature and scope of this project will need to be reviewed by our agency and the other taxing entities as called for in the Chapter 100 Policy in order to be presented to the County Commission for appropriate action, but as we understand it, we believe the Project Unicorn Proposal has merit.

Should we be able to further assist in this matter please do not hesitate to contact us. We look forward to working with you in reviewing this and other projects that contribute to the growth of our community.

Sincerely,



Les M. Wagner
Executive Director

Cc: Board of Directors, BCFR

Hallsville R-IV School District

"A Vision of Excellence Through Success"

Hallsville Central Office
421 East Highway 124
Hallsville, Missouri 65255

Phone: (573) 696-5512
Fax: (573) 696-3606

Dear Mr. Grice,

Thank you for taking the time to brief me on the pending project at Ewing Business Park and the incentive approach you anticipate will be necessary to attract large scale targeted users to the Site. We understand that you are working hard to attract large scale data center users, advanced manufacturing, life science users and renewable energy users, all of which would be wonderful additions to the region and our District.

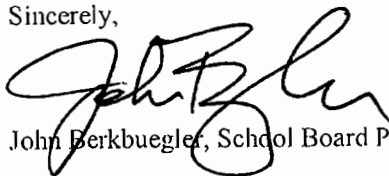
On behalf of the Hallsville R-IV School District, we are very supportive of the use of any and all economic development tools, including the full use of local tax abatement, Chapter 100, and/or tax increment financing to attract the targeted uses you are pursuing. In connection with such efforts, we support elimination (through exemption or abatement) of 100% of the personal property taxes on personal property placed in service by the targeted users at Ewing and 100% of the sales taxes attributable to purchase of building materials and equipment for consumption or use at the site. In the case of real property taxes, we support full use of the entire projected tax base through the use of the aforementioned tools as necessary, so long as the structure being relied upon can be set up with the intention to produce \$500,000 per year or more in surplus revenue for use by the District.

We support the use of such funds being captured and directed as legally allowed, to offset ~~development costs necessary to attract quality users at Ewing, including the funding for land costs, site work, power generation and transmission facilities, telecommunication facilities, soft costs or other necessary development costs in addition to traditional public infrastructure.~~ We believe this expansive scope of reimbursement is necessary in the current economic environment to be competitive for the 20th Century technology users being targeted by the Ewing team, but also it is necessary to fully allow implementation of the master plan vision for the Ewing Business Park.

We are excited about the possibilities that are presented by the master plan vision you have developed for Ewing and the targeted users you seek to attract.

If you need anything further, please do not hesitate to ask.

Sincerely,



John Berkbuegler, School Board President

John M. Robertson
Superintendent

Robert Plourde
High School Principal

Clinton Hague
Middle School Principal

Stacy Fick
Intermediate Principal

Karen Jimerson
Primary Principal

Amy Mahurin
Special Programs Director

David J. Downs
Director of Curriculum & Instruction

George Rudsale
Operations & Activities Director

BOARD OF EDUCATION

John Berkbuegler, *President* • Mike Crabtree, *Vice President* • Judy George, *Secretary* • Greg Cotton, *Treasurer*
Danny R. Hadden, *Member* • Susan Daly, *Member* • Scott Drummond, *Member* • John Boo Cathey, *Member*



www.columbia.k12.mo.us

1818 West Worley Street (573) 214-3416

Dr. Chris Belcher
Superintendent of Schools

Columbia, Missouri 65203

Fax: (573) 214-3417

Dr. Nick D. Boren
Deputy Superintendent

August 9, 2010

Mr. J. Mike Brooks
President
Regional Economic Development, Inc.
302 Campusview Drive, Suite 203
Columbia, MO 65201

Dear Mr. Brooks:

I appreciate your briefing on the pending Project Unicorn at Ewing Business Park. I hope this leads to many innovative partnerships like the one recently developed with IBM. The possibility of this new project is exciting for our community. Of course, I believe Columbia is an excellent location for any business, especially one that needs the support of a highly educated and progressive work force. Columbia's public school district, city, and county have a history of working cooperatively for the betterment of our community.

The master plan and vision for Ewing Business Park is a viable means for economic development. The use of the abatement of personal property taxes related to computer and other technology equipment is often necessary to be competitive with the incentives offered by other communities. Partnering with REDI utilizing Chapter 100 and/or tax increment financing to attract targeted corporations is a powerful incentive. Infrastructure used for this project will also serve as a means for future recruitment.

Please accept this letter as an indication of my personal support as president of the Columbia Board of Education as you move this project forward. Do not hesitate to contact me should you have questions or concerns.

Best wishes,

Jan Mees
President, Columbia Board of Education

jlr



Daniel Boone Regional Library

www.dbrl.org • (573) 443-3161 • 1-800-324-4806 • P.O. Box 1267, Columbia, MO 65205

October 19, 2010

Mr. J. Mike Brooks, President
Regional Economic Development, Inc.
302 Campusview Drive, Suite 208
Columbia, MO 65201

Dear Mr. Brooks:

On October 14, 2010, the Boone County Library District Board of Trustees reviewed the draft amendment to the Boone County Missouri Chapter 100 Policy relating to Data Center Projects, which Dave Griggs and Bernie Andrews originally presented at the August 19, 2010 BCLD meeting. The BCLD Board voted to support the proposed amendment.

~~The exact nature and scope of each proposed project will need to be reviewed by our~~
organization and the other taxing entities, as called for in the Chapter 100 Policy, in order to be presented to the County Commission for appropriate action.

The BCLD Board supports economic development in our community and looks forward to hearing more about Chapter 100 projects.

Sincerely,

Susan Daly, President

Boone County Library District Board of Trustees

• • •

Callaway County Public Library, 710 Court St., Fulton, MO 65251, (573) 642-7261

Columbia Public Library, 100 W. Broadway, Columbia, MO 65203, (573) 642-7261

Southern Boone County Public Library, 117 E. Broadway, Ashland, MO 65010, (573) 657-7378

CHAPTER 100 POLICY

BOONE COUNTY, MISSOURI

Draft including proposed data center amendment

December 15, 2010

STATEMENT OF PURPOSE

This policy is adopted in an effort to attract life sciences, related high tech companies or other basic companies as defined in the Eligibility Qualifications section, all of which would bring or retain significant new capital investment and/or create high tech, high skilled, high paying employment opportunities in the County of Boone. This Chapter 100 Policy will be used as an economic development tool only when absolutely necessary due to competitive situations. Geographically, the County of Boone Chapter 100 Program described in this Chapter 100 Policy is available at any location inside the County of Boone. The actual site selection process is governed by the individual needs of the company/project. The applicant understands that the Chapter 100 Revenue Bond approval process is public in nature and that information provided by the applicant will be open material and subject to public review.

The issuance of revenue bonds under Chapter 100 of the Missouri Revised Statutes ("Chapter 100") is one tool available to the County of Boone to encourage economic development. Chapter 100 authorizes the County of Boone to issue bonds for "the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities which provide interstate commerce, and industrial plants, including the real estate either within or without the limits of such municipalities, buildings, fixtures and machinery." Article VI, Section 27(b) of the Missouri Constitution also allows revenue bonds to be issued for "commercial" purposes, but this policy excludes retail projects. In a Chapter 100 transaction, the assets are owned by the County of Boone and usually leased to the beneficiary company. The revenue bonds are payable solely from revenue (usually rentals) received from the project (the beneficiary company is the underlying credit on the bonds), and the revenue bonds are not a general obligation of the County of Boone. The County of Boone will accept no credit risk in issuing bonds for the proposed project. The revenue bonds may be secured by a mortgage on the project. Because the County of Boone holds title to the project, the project is exempt from real and personal property taxation (although the leasehold interest may be subject to taxation if it determined that there is a "bonus value" under the lease). Although a project is 100% exempt from real and personal property taxes, a negotiated "grant" payment of at least 50% from the beneficiary company shall be made to all impacted taxing jurisdictions. The Boone County Commission may designate an economic development project as a "critical or substantial benefit project". Projects so designated may qualify for additional flexibility under this policy as determined by the Boone County Commission in consultation with REDI and the impacted taxing entities as defined in this policy. The term all "impacted taxing jurisdictions" may include, but is not limited to, fire

protection districts, library districts, road districts, etc, in addition to city, school and county. The intent of this policy is not to exclude any impacted taxing entity. The beneficiary company will enter into an agreement with the County of Boone pursuant to which it agrees to make “grant” payments or equivalent contributions to the County of Boone and all other impacted taxing jurisdictions as detailed in the following Eligibility Qualifications.

The State of Missouri already allows sales tax exemptions for machinery and equipment to establish new or expand existing manufacturing, mining or fabricating plants if used directly in manufacturing, mining or fabrication of a product which is intended to be sold ultimately for final use of consumption. Other possible Boone County Chapter 100 Revenue Bond sales tax exemptions are described below:

Sales tax exemption on purchases of tangible personal property and materials used to construct, repair, or remodel facilities under the Boone County Missouri Chapter 100 Policy may be granted if the project:

- 1) Has been offered competing incentive proposals
- 2) Pays wages above the average county wage
- 3) Has committed state incentives commensurate with local incentives
- 4) Provides a positive County Impact
- 5) And receives prior approval of the county and the impacted taxing entities as detailed in this policy.

To receive sales tax exemption on non-manufacturing tangible personal property not otherwise defined in this policy, the qualifying project must have been determined to meet the eligibility criteria as established by the Missouri Department of Economic Development, and receive certification of Missouri Department of Economic Development project sales tax exemption.

The Commission of the County of Boone is under no obligation to approve any requested incentive. The County of Boone must balance its goal of fostering a healthy business climate with the objective of maintaining a high quality of life.

ELIGIBILITY QUALIFICATIONS

1. Life Sciences and Technology Related Companies

The term “life sciences”, as it relates to this policy, is similar to the University of Missouri-Columbia’s interdisciplinary approach. Bringing together six schools and colleges (the College of Agriculture, Food and Natural Resources; the College of Arts and Sciences; the College of Engineering; the College of Human Environmental Sciences; the School of Medicine and the College of Veterinary Medicine), the University of Missouri focuses on research and education regarding:

1. The supply and quality of food

2. Prevention and treatment of disease
3. Protection and improvement of our environment

Other sources define “life sciences companies” as those in the fields of biotechnology, pharmaceuticals, biomedical technologies, life systems technologies, nutraceuticals, cosmeceuticals, food processing, environmental and biomedical devices.

Simply put, “life sciences” generally encompasses all sciences that have to do with organisms (plants, animals and human beings).

2. Basic Sector Employers

The Basic Jobs Sector is also referred to as the Primary or Contributory Sector. This Sector is made up of industries that contribute or import money into a local economy. Basic Employers; sell or export their products or services outside of the area and are not dependent upon local customers, import new money into the community and have greater potential to create spin-off jobs. Manufacturing firms, regional or corporate offices, research and development firms and warehouse and distribution companies meeting capital investment criteria and providing jobs above the county average wage.

Applicants must meet the following minimum amount of capital investment:

- New Companies
 - A life sciences, related high tech business, basic employers and other eligible companies as defined in the eligibility section new to the municipality - \$10 million new minimum capital investment.
- Existing Companies
 - A business currently located in the County of Boone - \$5 million new minimum capital investment for the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities which provide interstate commerce, and industrial plants, including the real estate either within or without the limits of such municipalities, buildings, fixtures and machinery.
- Manufacturing Reinvestment Projects
 - To encourage new capital investment in vacated, or threatened to be vacated, manufacturing facilities for companies investing at least \$3 million in a Boone County manufacturing building. The company must create or retain at least 50 jobs.
- Project must locate or expand in the County of Boone.

- Percentage of grant payments shall be at least 50% of the normal tax revenues generated from real and personal property taxes, during the incentive period, which shall not exceed 10 years. Annual grant payments may be set up on a variable payment schedule, but shall total at least 50% of the normal tax revenues during the incentive period.
- At the end of the incentive period, which shall not exceed 10 years, the applicant will make grant payments equal to 100% of the normal tax revenues for real and personal property until the real and personal property returns to the tax roles.
- Either real and/or personal property investment is eligible for the County of Boone Chapter 100 Program.
- On personal property, the incentive period will equal the depreciable life of the asset, but cannot exceed 10 years.
- Replacement of equipment financed under a previous Boone County Chapter 100 Bond issuance is not eligible.
- Grant payments are due on the same date that personal and real property taxes are due in Boone County. Late payments will be dealt with using the County's existing late fee schedule. Grant payments will be determined each year based on the levy

3. Data Center Projects (NAICS 2007-Code 51820)

~~Date Center Sector Projects consist of establishments that create large investments in both real property~~
 and personal property. Data Center Sector Projects may not employ large numbers of employees, but the employees are generally paid a wage significantly greater than Boone County or State of Missouri average wages. Data Centers may be single user (enterprise) or co-location facilities (multiple tenants). These establishments also create an opportunity for other related establishments to locate in close proximity to the data center operation, generally to provide support services to the data center operation.

Date Centers generally require large amounts of redundant electricity, telecommunications and water for daily operation.

Community benefits from data center locations include substantial real property tax payments, sales tax revenue from utilities, substantial construction materials and payroll investment. An Economic Impact Statement shall be prepared for each proposal which illustrates current real estate taxes on subject property and the projected real estate taxes based upon the proposed investment for consideration by the taxing entities and the Boone County Commission.

Competition to locate datacenters, as indicated by our neighboring states, established policies, requires an aggressive Chapter 100 policy allowing for abating up to 100% of personal property and sales taxes on computer and computer-related equipment purchased utilizing the Chapter 100 Bond for a period of up to, but not to exceed 20 years. This policy will also allow for consideration of the utilization of some portion, not to exceed 50% of real estate taxes for site and project infrastructure required to successfully locate the business prospect in Boone County. The final abatement term and benefits will be as negotiated by the County on a project by project basis.

The County will request a fee for the abatement of Personal Property Taxes to administer the abate program. Fee to be negotiated with the company.

Applicants must meet the following minimum qualifications:

- Qualify for the City of Columbia Transmission Service Rate (Ordinance B 41-10)
- Real Estate must generate substantial tax revenue when compared to the existing taxes collected on the subject property.

If the governing body of the County of Boone approves the application for a Chapter 100 transaction, the applicant shall agree to follow all current zoning and development regulations and processes once it is located in the County of Boone. Applicant's signature on application shall guarantee that applicant agrees to acknowledge and comply with all current zoning and development regulations and processes.

The applicant must demonstrate that the project will not occur (e.g., the business will not locate in the County of Boone or an existing business will leave or will not expand or reinvest in the County of Boone) or that the project will occur only on a significantly smaller scale or the project will not be as financially stable but for the tax relief. The company must include documentation to justify their request for the use of Chapter 100 Revenue Bonds. For a company with locations only in Boone County, the applicant should submit evidence of competing offers from other states or localities.

COST BENEFIT ANALYSIS

All County of Boone Chapter 100 Program applications will include a Cost Benefit Analysis, which shall include, but not be limited to:

- A report prepared by the Assessor of the County of Boone and forwarded to the Collector of the

County of Boone explaining the amount of expected increased property tax revenue to the County and all impacted taxing jurisdictions as a result of the project. This analysis shall include expected property tax revenue to all impacted taxing jurisdictions compared to the amount of the proposed property exemption.

- The assessor and the applicant will mutually agree to a depreciation schedule for all assets that are a part of the Chapter 100 Bond issuance.

COMMUNITY IMPACT STATEMENT AND FUNDING CONSIDERATIONS

A Community Impact Statement shall be generated by the applicant to aid the County Commission of the County of Boone in evaluating the issuance of Chapter 100 revenue bonds. A Community Impact Statement shall be performed on all Chapter 100 projects. The intent of the Community Impact Statement is to provide the County Commission of the County of Boone with a holistic picture of the project's impact. Upon receipt of a Chapter 100 bond application, the County of Boone may ask the applicant to provide additional information.

REDI staff will review issues involved with development of the project and share pertinent information with authorities of all impacted taxing jurisdictions. The Boone County Commission, in conjunction with REDI, will establish a Chapter 100 Review Panel consisting of a representative of each taxing jurisdiction impacted by the specific Chapter 100 proposal, before any formal request is submitted to the County of Boone. The review panel shall consist of those taxing entities providing direct services to the impacted site. The representative of the taxing jurisdiction shall be the chief elected official, chief appointed official, executive director, or officially designated representative of the taxing jurisdiction. After review of the preliminary project information by the review panel, a majority vote of the review panel is required before the applicant submits a formal application to the Boone County Commission. Upon completion of this review, impacted taxing entities may also submit a response form projecting the impact of the proposed project on said taxing jurisdictions during the requested abatement period. This report will be a part of the Community Impact Statement submitted to the County Commission of the County of Boone as part of the final approval process. The review and report of impacts by the taxing jurisdictions will be made in a timely fashion as determined by a mutually agreed upon timetable.

The applicant's responses relating to the following considerations will be considered in determining whether the use of Chapter 100 revenue bond financing will be pursued:

1. Employment Impact – In evaluating the employment potential of a given enterprise, the following will be taken into consideration:

- a. Number of additional employees and number of employees retained due to the expansion.
 - b. Number of expected additional residents to the County as a result of the project.
 - c. Skill and education levels of such employees.
 - d. Range of salaries and compensation of employees. The company's average wage for the project will be measured against the average Boone County wage as published annually by the Missouri Department of Economic Development.
2. Financial strength of the beneficiary company.
 3. The impact of the project on schools, existing businesses and infrastructure.
 4. Anticipated revenues and tax generation as a result of the project.
 5. Quality of life concerns (the impact of new business on the region).
 6. Compatibility of uses/zoning issues (due deference is given to the participating municipality), including evidence of applicant's compliance with all current development processes and procedures in the County of Boone and the potential of the beneficiary company to be willing and able to comply with all land-use and zoning requirements and building codes to operate the facility.
 - ~~7. Willingness of beneficiary company to accept "clawbacks," or base requirements on employment, wages and penalties for breach of agreement as determined through negotiation.~~
 8. Extent to which new or expanded business will compete with existing business in the area, including the potential impact on other existing employers.
 9. Discussion of the impact of any relocation of the applicant within the County.
 10. The beneficiary company's willingness to address community impacts caused by the scope of the proposed project.
 11. Potential for future expansion of the project.
 12. General environmental impact on the area using current local development standards for environmental assessments.
 13. The applicant must demonstrate that the project will not occur (e.g., the business will not locate in the County of Boone or an existing business will leave or will not expand or reinvest in the County of Boone) or that the project will occur only on a significantly smaller scale or the project will not be as

financially stable but for the tax exemption.

14. The applicant is strongly encouraged to maintain a payroll account with a financial institution with a physical location in Boone County.

APPLICATION FEES AND PROCESSES

All costs and fees are borne by the beneficiary company or developer seeking to use Chapter 100 financing. A \$1,000 non-refundable pre-application fee will be collected by REDI. The beneficiary company or developer seeking to use Chapter 100 financing will be required to execute a predevelopment agreement. Such agreement shall provide for the payment of costs and attorneys' fees incurred in connection with any Chapter 100 project. If Chapter 100 Bonds are issued, the applicant will provide to REDI and Boone County employment, wage and other information needed to determine compliance with the Boone County Chapter 100 Policy on an annual basis.