

128 -2011

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 29<sup>th</sup> day of March 20 11

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the presiding commissioner to sign them:

Sylvia's Way. S24-T50N-R13W. A-2. Sylvia Brown, owner. Steven R. Proctor, surveyor.

Hunter's Bend Plat 2. S11-T46N-R12W. A-2. Martin Builders, Inc., owner. Christopher M. Sander, surveyor.

Done this 29<sup>th</sup> day of March, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb  
Presiding Commissioner

Absent

Karen M. Miller  
District I Commissioner

Skip Elkin

Skip Elkin  
District II Commissioner

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March Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 29<sup>th</sup> day of March 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Sheriff's Department to utilize the State of Missouri cooperative contract C111077003 with West Brothers Chevrolet of Sullivan, Missouri, for a Chevrolet Caprice 9C1: Model Year 2011. It is further ordered the Presiding Commissioner is hereby authorized to sign said term and supply contract.

Done this 29<sup>th</sup> day of March, 2011.

ATTEST:

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

Edward H. Robb  
Edward H. Robb  
Presiding Commissioner

Absent  
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

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## MEMORANDUM

COPY

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: March 11, 2011  
RE: C111077003 – Chevrolet Caprice

Purchasing and the Sheriff Department request permission to utilize the State of Missouri cooperative term and supply contract *C111077003 – Chevrolet Caprice* with West Brothers Chevrolet of Sullivan, Missouri.

The contract is for one (1) 2011 Chevrolet Caprice 9C1 for a total cost of \$25,734.00 and will be paid from department 2901 – Sheriff Operations - LE-Sales Tax, account 92400 – Replacement Auto / Trucks. \$214,200 was budgeted for replacement vehicles for 2011.

cc: Contract File  
Chad Martin, Leasa Quick / Sheriff Dept.



PURCHASE AGREEMENT  
FOR  
CHEVROLET CAPRICE 9C1 - MODEL YEAR 2011

THIS AGREEMENT dated the 29<sup>th</sup> day of March 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **West Brothers Chevrolet** 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 **Chevrolet CAPRICE 9C1: Model Year 2011** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract number **C111077003**. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the State of Missouri Contract number C11107003 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 one (1) of the following:

- 2011 Chevrolet Caprice 9C1 \$24,662.00
- Add Line Item 028 – Dealer Prep \$335.00
- Add Line Item 030 – Delivery (228 miles round trip @ \$0.75 ea) \$171.00
- Add Line Item 6.00E+03 – Fleet Keyed Alike \$25.00
- Add Line Item 6N6 – rear door locks & handles inop \$66.00
- Add Line Item 6N5 – rear windows inop \$70.00
- Add Line Item AEH – Vinyl Rear Seat (includes 6A3) \$110.00
- Add Line Item BTV – Remote Vehicle Start \$295.00
- TOTAL \$25,734.00
  
- Exterior Color: Phantom Black (GIE)
- Interior Color: Onyx (4BB)

Total contract cost for one (1) vehicle is Twenty Five Thousand Seven Hundred Thirty-Four Dollars and Zero Cents (\$25,734.00).

3. **Delivery** - Vendor agrees to deliver vehicles as set forth in the bid documents and within 60 - 80 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff 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 invoices within thirty

days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the 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.

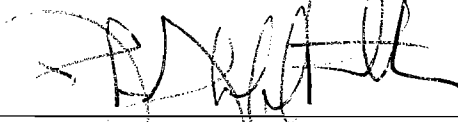
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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.

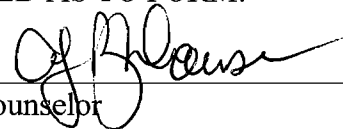
**WEST BROTHERS CHEVROLET**

by   
title MGR

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Edward H. Robb, Presiding Commissioner


APPROVED AS TO FORM:

  
County Counselor

ATTEST:

  
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.)

      2901 / 92400 - \$25,734.00  
Signature      Date      3/22/11      Appropriation Account



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

**NOTIFICATION OF STATEWIDE CONTRACT**

February 14, 2011

**CONTRACT TITLE:** Patrol Vehicles: Model Year 2011  
**CURRENT CONTRACT PERIOD:** January 3, 2011 through End of 2011 Model Year  
**BUYER INFORMATION:** Tammy Michel  
(573) 751-3114  
[tammy.michel@oa.mo.gov](mailto:tammy.michel@oa.mo.gov)

<b>RENEWAL INFORMATION</b>	<b>NO RENEWAL OPTION AVAILABLE</b>
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ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.  
Local Purchase Authority shall not be used to purchase supplies/services included  
in this contract unless specifically allowed by the contract terms.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C111077001	4309186700 0	Joe Machens Ford Contact: Steve Veltrop, Jr. 1911 West Worley Columbia, MO 65203 Phone: (573) 445-4411 ext. 119 Fax: (573) 445-8164	No	Yes
C111077002	4313370020 1	Don Brown Chevrolet, Inc. and Ally Contact: David Helterbrand 2244 South Kingshighway St. Louis, MO 63110 Phone: (314) 772-1400 Fax: (314) 772-1022	No	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C111077003	4312893570 3	West Brothers Chevrolet Contact: John Schaefferkoetter 47 North Service Road Sullivan, MO 63080 Phone: 573-205-3925 Email: <a href="mailto:johns@westbrothers.com">johns@westbrothers.com</a>	No	Yes
C111077004	4312062830 4	Lou Fusz-Chrysler, Jeep, Dodge, Ram Contact: Donna Garrison 3480 Hwy K O'Fallon, MO 63368 Phone: 636-448-0146 Fax: 636-442-8126	No	Yes



## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
<b>01/03/11- End of 2011 Model Year</b>	<b>02/14/11</b>	<b>Added Order Cut-Off Dates to Statewide Notice.</b>
01/03/11- End of 2011 Model Year	01/20/11	Contact C111077002 line item 016 is corrected to read 2011 Chevrolet Tahoe PPV in lieu of 2010 Chevrolet Tahoe PPV.
01/03/11- End of 2011 Model Year	01/18/11	Contact C111077004 pricing for line item 030 was corrected to read \$1.50 per mile.
01/03/11- End of 2011 Model Year	01/13/11	Line Item 019 was corrected by deleting the word (credit) and Line item 031 pricing was corrected to read \$421.00 for contract C111077004.
01/03/11- End of 2011 Model Year	01/07/11	Initial issuance of new statewide contract

**PATROL CARS – 2011 MODEL YEAR**  
**(Statewide)**

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**GENERAL INFORMATION**

C111077001, C111077002, C111077003, and C111077004 are established for the purchase of model year 2011, police package sedans. These are law enforcement vehicles and their purchase must be intended for law enforcement use. Specific information on warranty, ordering and delivery terms follows. Vehicle specifications and prices, including options, are included herein.

**BRAND AND MODEL**

C111077001:	Brand: Ford	Model: Crown Victoria Police Interceptor
C111077002:	Brand: Chevrolet	Model: Impala
	Brand: Chevrolet	Model: Tahoe
C111077003:	Brand: Chevrolet	Model: Caprice 9C1
C111077004:	Brand: Dodge	Model: Charger Police

**WARRANTY**

The Standard Factory Warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the unit is placed in service. If special forms must be filed with the contractor, the State of Missouri will comply with this request.

The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

**ORDERING**

The agency shall issue its own PGQ (Quick Price Agreement) order on an as needed basis. The contractor must not ship until they are in receipt of a hard copy PGQ order.

The commodity service code to use for line items 001, 007, 010 and 017 in SAM II will be 07006. The commodity service code to use for line item 016 will be 07048.

**DELIVERY**

Must be made between the hours of 8:00 AM and 12:00 Noon or 1:00 PM and 4:00 PM, Monday through Friday, holidays excepted.

In the event the contractor fails to deliver the vehicle by the stated ARO time, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. The State of Missouri reserves the right to exercise this clause on a case-by-case basis, and to consider the degree of contractor responsibility in the delay.

**ORDER CUT-OFF DATE**

**Ford Crown Victoria Police Interceptor: March 1, 2011**  
**Chevrolet Impala 9C1: March 4, 2011**  
**Chevrolet Caprice 9C1 Police Package Sedan: April 15, 2011**  
**Chevrolet Tahoe PPV: May 26, 2011**  
**Dodge Charger Police RWD: April 29, 2011**

**PATROL CARS – 2011 MODEL YEAR**  
**(Statewide)**

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*The following line items will apply to co-operative procurement and state agency orders.*

**Line Item 027 - \$495.00 per vehicle**

Other state agencies and cooperative procurements may purchase cars off of this contract. The total vehicle preparation cost for the vehicles processed through the contractor's dealership is a per vehicle price.

**Line Item 030 - \$ 1.10 per mile**

Total round trip per mile to deliver the cooperative procurement and other state agencies vehicles if requested.

\*\*\*\*\*

**Contract Number: C111077003**

**Contractor: West Brothers Chevrolet**

**Line Item 010**

**Commodity Service Code: 07006**

**MAKE/MODEL: 2011 Chevrolet Caprice 9C1 Police Package Sedan**

**PRICE: \$24,662.00**

**EQUIPMENT INCLUDED IN PRICE**

- V-8, 6.0 Liter Gasoline Engine
- Auxiliary Engine Oil Cooler
- Six (6) Speed Automatic Transmission with Overdrive
- 2.92 to 1 Rear Axle Ratio, limited slip
- 4 Wheel heavy duty disc anti-lock braking system with power assist
- 170 Ampere with idle boost alternator
- Heavy duty bucket seats, reinforced for increased support
- No Center Console
- Heavy duty cloth rear bench seat.
- Driver and Passenger side curtain airbags
- Heavy Duty Cooling System
- Rear Wheel Drive
- Floor Mounted Shift lever without console
- Heavy Duty Power Rack and pinion with auxiliary oil cooler
- Heavy Duty 4 wheel independent suspension equipped with heavy duty front and rear stabilizer bars.
- 700 c.c.a battery, located in trunk
- Front seat covered with heavy duty cloth fabric
- Power adjusting driver and passenger seats.
- Driver and front passenger air bags
- Front Seat back mounted thorax air bags
- AM/FM Radio
- Power Windows with rear window lockout switch
- Rear inside door locks and handles fully operable
- Deck lid key lock cylinder
- Cruise Control
- Full Carpeting, both front and rear
- Speedometer, Police Type, 0-160 MPH, Certified for accuracy 0 to 120 +/- 2 MPH.
- Five (5) Wheels, 18" x 8" heavy duty Steel Wheels, (includes full size spare)
- Intermittent Windshield Wiper with Windshield washer
- Spotlight Provision, Left Hand with 6" Unity Halogen Spotlight installed
- Courtesy Lamp Disable
- Horn/Siren Wiring Circuit
- Standard Production Solid Color exterior and standard interior trim
- Police Radio Noise Suppression Package
- Power door locks
- Automatic Trunk Release
- Power heated rear view mirrors
- Electric Rear Window Defroster
- Front and rear carpeted mats
- Five (5) tires, P235/50R18 BSW "W" speed rated (includes full size spare)
- Bolt-on Aluminum center caps
- Front License Bracket
- Overhead high intensity auxiliary dome lamp
- Grill lamp, siren and speaker wiring
- Single Key Lock System with 2 keyless entry key fobs.

**PATROL CARS – 2011 MODEL YEAR  
(Statewide)**

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**AVAILABLE OPTIONS**

**Line Item 011 – \$ 212.50**

600 c.c.a auxiliary equipment battery, located in trunk. Includes isolator to prevent main battery run down.

**Line Item 012 – \$ 51.00 (credit)**

Power, heated outside rearview mirrors, delete and replace with standard outside mirrors.

**Line Item 013 – \$0.00**

Head curtain roof rail mounted airbags, combined front and rear passenger.

**Line Item 014 – \$ 80.75**

Top Speed Limiter. Limits top speed to 130 mph.

**Line Item 015 – \$ 0.00**

Detective Street appearance package (9C3 Option)

**DELIVERY:** 60-80 days after receipt of order - Subject to delays.

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*The following line items will apply to co-operative procurement and state agency orders.*

**Line Items 028 - \$335.00 per vehicle**

Other State agencies and Cooperative Procurements may purchase cars off this contract. The total vehicle preparation cost for the vehicles processed through the contractors dealership is a per vehicle price.

**Line Item 030 - \$0.75 per mile**

Total round trip per mile to deliver cooperative procurement and other state agencies vehicles if requested.

\*\*\*\*\*

**PATROL CARS- 2011 MODEL YEAR  
(STATEWIDE CONTRACT)**

**State of Missouri  
Office of Administration  
Division of Purchasing and Materials Management  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product Purchased (include Item No's., if available):** \_\_\_\_\_

**Rating Scale:** 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

**Comments:** \_\_\_\_\_

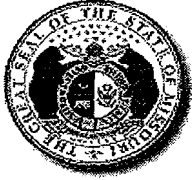
**Prepared by:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Agency:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:**

Office of Administration  
Division of Purchasing and Materials Management  
301 West High Street, RM 630  
PO Box 809  
Jefferson City, Missouri 65102  
**You may also e-mail form to the buyer as an attachment at**  
**tammy.michel@oa.mo.gov**



State of Missouri  
 Office of Administration  
 State Fleet Management Program  
 Post Office Box 809, Jefferson City, MO 65102  
 573/751-4534 FAX 573/751-7819  
<http://www.oa.mo.gov/gsfm/index.htm>

**VEHICLE PRE-APPROVAL FORM**

INFORMATION & INSTRUCTIONS ON PAGE 2

<b>1. REQUEST NEW VEHICLE</b>	
Department/Division _____	
SAM II Order #: (Document Type, Agency Number & Document Number) _____	
Year/Make/Model _____	Estimated Annual Miles _____
<input type="checkbox"/> Expansion Vehicle <input type="checkbox"/> New <input type="checkbox"/> Replacement Vehicle <input type="checkbox"/> Used	<b>Vehicle Purpose (see instructions)</b> <input type="checkbox"/> Employee Transportation <input type="checkbox"/> Client Transport <input type="checkbox"/> Task Specific Vehicle (list Task Code)
Vehicle Category (see instructions) _____	<input type="checkbox"/> Special Purpose Vehicle (must be specially equipped, please list Special Purpose Code) _____
Vehicle Subcategory (see instructions) _____	
<b>Primary Assignment</b> <input type="checkbox"/> Individual <input type="checkbox"/> Function <input type="checkbox"/> Pool	
Assignment Name (name of employee, work unit) _____	
<b>2. IDENTIFY SURPLUS VEHICLE</b>	
VIN _____	<b>Vehicle Purpose (see instructions)</b> <input type="checkbox"/> Employee Transportation <input type="checkbox"/> Client Transportation <input type="checkbox"/> Task Specific Vehicle (list Task Code)
License Number _____	<input type="checkbox"/> Special Purpose Vehicle (must be specially equipped, please list Special Purpose Code) _____
Year/Make/Model _____	
Current Odometer Reading _____	
Vehicle Category (see instructions) _____	
Vehicle Subcategory (see instructions) _____	<b>Reason for Replacement</b> <input type="checkbox"/> Normal (7 years old or 105,000 miles) <input type="checkbox"/> <b>Other (attach additional page if necessary)</b>
<b>Primary Assignment</b> <input type="checkbox"/> Individual <input type="checkbox"/> Function <input type="checkbox"/> Pool	
<b>3. APPROVALS</b>	
Agency Head Signature or Designee _____	State Fleet Manager _____
Date: _____	Date: _____

\*\*\*Additional information may be submitted on a separate page if necessary.



State of Missouri  
Office of Administration  
State Fleet Management Program  
Post Office Box 809, Jefferson City, MO 65102  
573/751-4534 FAX: 573/751-7819  
<http://www.oe.mo.gov/gf/fm/index.htm>

## VEHICLE PRE-APPROVAL FORM

### GENERAL INFORMATION

All purchases of expansion or replacement vehicles must be compliant with the Vehicle Acquisition Section of the State Vehicle Policy (SP-4). The State Vehicle Policy may be viewed at <http://www.oe.mo.gov/gf/fm/index.htm>.

All new or used vehicle purchases under 8,500 GVWR (Gross Vehicle Weight Rating) must be pre-approved by the State Fleet Manager. This includes vehicles purchased directly from other agencies or State Surplus Property. Agencies must use one of the following commodity codes when processing a PGQ or PDQ document:

- 07006 – Automobiles & Station Wagons
- 07007 – Autos, Station Wagons, Vans, Trucks, Alternative Fuel
- 07048 – Trucks (One Ton And Less Capacity)
- 07092 – Vans

Agencies must submit the Vehicle Pre-Approval Form to the State Fleet Manager as soon as possible to facilitate the review of the purchase order.

### INSTRUCTIONS

1. Complete Section 1 with information on the vehicle to be purchased. For expansions, submit letter explaining the need to expand the size of the fleet.
2. Complete Section 2 with information on the vehicle to be replaced (if applicable).
3. Obtain approval from agency head or designee and submit to the State Fleet Manager at the above address.
4. The below codes/values are available on the Fleet Management Website at:  
<http://www.oe.mo.gov/gf/fm/tablevalues.htm>
  - Vehicle Category
  - Vehicle Subcategory
  - Task Specific Vehicle
  - Special Purpose Vehicle
5. The State Fleet Manager will apply final approval to the purchase order once the Vehicle Pre-Approval Form has been approved.
6. State Surplus Property requires a signed pre-approval form prior to selling a used vehicle to a state agency.

**QUESTIONS:** Contact Cynthia Dixon, State Fleet Manager at 573/751-4534.

Additional Options:				
	6B7	Roof Hole, Centerline		\$195.00
	6C7	Front Auxiliary Dome Lamp		\$195.00
	6.00E+03	Key, Common Fleet		\$25.00
	6.00E+04	Key, Common Fleet		\$25.00
	6J3	Wiring - Grille Lamps & Speakers		\$170.00
	6J4	Wiring - Horn / Siren Circuit		\$65.00
	6J5	Roof Hole, Passenger Side		\$195.00
	6J7	Flasher System		\$375.00
	6N5	Rear Windows Inoperable		\$70.00
	6N6	Rear Door Locks and Handles Inoperable		\$66.00
	7X6	Driver Halogen Spotlamp		\$460.00
	7X8	Spotlamp Provisions - Driver Side		\$285.00
	7Y6	Dome Lamp Door Inoperable		\$25.00
	A6F	8-Way Power Passenger Seat		\$195.00
	AEH	Vinyl Rear Seat; includes 6A3 - Heavy Duty Vinyl Floor Covering		\$110.00
	AMF	Additional Remote Entry Key Fobs		\$150.00
	AY0	Rear Seat Roof Rail Airbags		\$75.00
	B34	Floor Mats, Carpeted		\$80.00
	B42	Heavy Duty Luggage Compartment Mat		\$95.00
	BTV	Remote Vehicle Start includes Theft Deterrent Alarm System		\$295.00
	DR9	Heated Outside Rearview Mirrors		\$60.00
	K4S	Auxiliary Battery		\$250.00
	QQ5	Full Size Spare Tire		\$170.00
	SGT	Speed Limiter		\$95.00
	T53	Lamps, Trunk Lid, Alternate Flashing		\$425.00
	VVS	Headlamps, Daytime Running / Automatic Headlamp Control Delete		\$25.00
	WX7	Wiring, Auxiliary Speaker		\$85.00



# 4 | CAPRICE POLICE PACKAGE – 9C1

POWERTRAIN							
ENGINE				TRANSMISSION		AXLE	
OPTION CODE	TYPE	DISPLACEMENT LITERS/CU. IN.	FUEL SYSTEM	OPTION CODE	TYPE	OPTION CODE	RATIO
L77	V8	6.0/364	E85 FlexFuel <sup>2</sup> or gasoline Active Fuel Management™	MX0/MYC	6L80 6-speed auto. with OD	GW8	2.92
						G80	Limited slip








EMISSIONS - MUST BE SPECIFIED	
FE9	FEDERAL EMISSIONS. Use for ordering vehicles that will be registered in all states except California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington State
YF5	CALIFORNIA EMISSIONS. Use for ordering vehicles that will be registered in California.
NE1	CT/ME/MD/MA/NJ/NM/NY/OR/PA/RI/VT/WA EMISSIONS. Use for ordering vehicles that will be registered in Connecticut, Maine, Maryland, Massachusetts, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington State
NBB	Required when option code FE9 "FEDERAL EMISSIONS" is ordered for delivery to a dealer located in California, Connecticut, Massachusetts, Maryland, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island and Washington State for a purchaser who will be registering the vehicle outside California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington State.
NC7	Required when option code YF5 "CALIFORNIA EMISSIONS" or option code NE1 "CT/ME/MD/MA/NJ/NM/NY/OR/PA/RI/VT/WA EMISSIONS" is ordered for delivery to a dealer located in any state except California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington for a purchaser who will be registering the vehicle in one of these states or sold as permitted below under "EPA Policy on the Sale of California Emission Vehicles"
NB9	Required when option code YF5 is ordered for delivery to a dealer located in Connecticut, Maine, Maryland, Massachusetts, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington. Required when option code NE1 is ordered for delivery to a dealer located in California.

TIRES - SPEED RATED				
MANUFACTURER	QUANTITY	SIZE	SPEED RATING	TYPE
Goodyear	4	P235/50R18	W	All season

*Note: • Compact spare is standard (full-size spare is available see option QQ5 on page 9)  
• Due to specific requirements for performance, durability and safety, GM recommends only the original equipment tire for replacement*

SEATS AND INTERIOR TRIM			
		SEAT OPTIONS	ONYX
STANDARD	Front: Cloth buckets Rear: Cloth bench	AAW	4BB
OPTIONAL	Front: Cloth buckets Rear: Vinyl bench (includes 6A3 heavy-duty vinyl floor covering)	AEH	4BB

### AVAILABLE EXTERIOR COLORS

						
Heron White	Red Hot	Karma Metallic	Phantom Black Metallic	Mirage Gold Metallic	Silver Ice Metallic	Alto Grey Metallic

*Actual colors may vary*

2. E85 is 85% ethanol and 15% gasoline. To see if there is an E85 station near you, go to [www.gmaltfuel.com/e85-station-locator](http://www.gmaltfuel.com/e85-station-locator)

# EPLS

## Excluded Parties List System



### Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

### View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

### Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

### OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

### EPLS Search Results

#### Search Results for Parties Excluded by

Firm, Entity, or Vessel : West Brothers  
State : MISSOURI

As of 11-Mar-2011 3:26 PM EST

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

### Resources

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# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 29<sup>th</sup> day of March 20 11

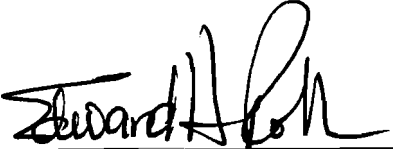
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by the Sheriff's Department to utilize the State of Missouri cooperative contract C11008003 with Joe Machens Ford of Columbia, Missouri, for a 15 Passenger Van. It is further ordered the Presiding Commissioner is hereby authorized to sign said term and supply contract.

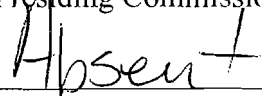
Done this 29<sup>th</sup> day of March, 2011.

ATTEST:

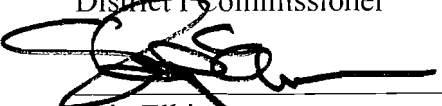
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Edward H. Robb  
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: March 11, 2011  
RE: C111008003 – 15 Passenger Van

Purchasing and the Sheriff Department request permission to utilize the State of Missouri cooperative term and supply contract *C111008003 – 15 Passenger Van* with Joe Machens Ford of Columbia, Missouri.

The contract is for one (1) 2011 Ford E-350 15-Passenger Van for a total cost of \$23,885.00 and will be paid from department 2902 – LE-Sales Tax, account 92400 – Replacement Auto / Trucks. \$22,500 was budgeted for this vehicle and a Budget Amendment has been read previously to cover the difference.

cc: Contract File  
Chad Martin, Leasa Quick / Sheriff Dept.

03/03/2011

*purc*

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

507

Joe Machens Ford

572 445 444 ext 440

VENDOR NO.

VENDOR NAME

To: County Clerk's Office

1911 West Worley Street

Columbia

Comm Order # \_\_\_\_\_

ADDRESS

CITY

Return to Auditor's Office

Please do not remove staple.

### BID DOCUMENTATION

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

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

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

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

#C111008003

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department # 2902

Bill To Department # 2902

Department				Account				Item Description	Qty	Unit Price	Amount	
2	9	0	2	9	2	4	0	0	2011 Ford E-350 15-Passenger Van	1	23,121	23,121
									Add Power Windows & Door Locks - line item 029	1	396	396
									Add Privacy Glass - line item 030	1	368	368
									Exterior Color = Oxford White			
									Interior Color = Medium Flint			
<i>BA in progress</i>												
<b>TOTAL</b>											<b>23,885</b>	

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

*[Signature]*  
Requesting Official

*[Signature]*  
Auditor Approval

**PURCHASE AGREEMENT  
FOR  
15-PASSENGER VAN MODEL YEAR 2011**

**THIS AGREEMENT** dated the 29 day of March 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Joe Machens Ford** 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 **15-Passenger Van: Model Year 2011** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract number **C111008003**. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the State of Missouri Contract number C111008003 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 one (1) of the following:

- |                                                  |             |
|--------------------------------------------------|-------------|
| • 2011 Ford E-350 15-Passenger Van               | \$23,121.00 |
| • Add Line Item 029 - Power Windows & Door Locks | \$396.00    |
| • Add Line Item 030 - Privacy Glass              | \$368.00    |
| • TOTAL                                          | \$23,885.00 |
| • Exterior Color: Oxford White                   |             |
| • Interior Color: Medium Flint                   |             |

Total contract cost for one (1) vehicle is Twenty Three Thousand Eight Hundred Eighty-Five Dollars (\$23,885.00).

3. **Delivery** - Vendor agrees to deliver vehicles as set forth in the bid documents and within 90 days after receipt of order (subject to manufacturer delay).

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff 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 invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the 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:

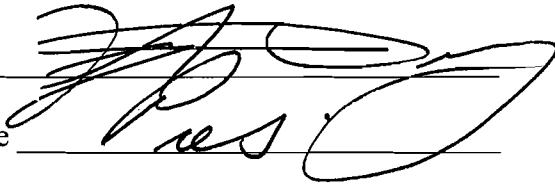
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

**JOE MACHENS FORD**

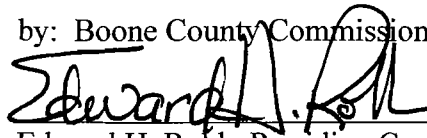
**BOONE COUNTY, MISSOURI**

by



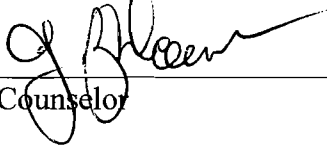
title

by: Boone County Commission



Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:




County Counselor

ATTEST:



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.)

	3/22/11	2902 / 92400 - \$23,885.00
Signature	Date	Appropriation Account



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

**NOTIFICATION OF STATEWIDE CONTRACT**

October 26, 2010

**CONTRACT TITLE:** Fleet Vehicles: 2011 Model Year Passenger and Cargo Vans

**CURRENT CONTRACT PERIOD:** September 24, 2010 through End of 2011 Model Year

**BUYER INFORMATION:** Cale Turner  
(573) 526-2716  
[Cale.turner@oa.mo.gov](mailto:Cale.turner@oa.mo.gov)

<b>RENEWAL INFORMATION</b>	<b>NO RENEWAL OPTIONS AVAILABLE</b>
----------------------------	-------------------------------------

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.

Local Purchase Authority shall not be used to purchase supplies/services included  
in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

<b>CONTRACT NUMBER</b>	<b>VENDOR NUMBER</b>	<b>VENDOR INFORMATION</b>	<b>MBE/WBE</b>	<b>COOP PROCUREMENT</b>
C111008001	4312893570 1	West Brothers Chrysler 3 North Service Road Sullivan, Missouri 63080 Contact: John Schaefferkoetter (573) 205-3925 (573) 437-5570 (Fax) <a href="mailto:johns@westbrothers.com">johns@westbrothers.com</a>	No	Yes
C111008002	4405274600 0	Putnam Chevrolet 500 West Buchanan California, Missouri 65018 Contact: Derek VanLoo (573) 796-2131 (573) 796-4206 – Fax <a href="mailto:Derek_vanloo@putnamchevrolet.com">Derek_vanloo@putnamchevrolet.com</a>	No	Yes



CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C111008003	4309186700 0	Joe Machens Ford 1911 West Worley Columbia, Missouri 65203 Contact: Stephen Veltrop (573) 445-4411 ext. 119 (573) 445-8164 (Fax) <u><a href="mailto:sveltropir@machens.com">sveltropir@machens.com</a></u>	No	Yes
C111008004	4308349940 0	Dave Sinclair Ford, Inc. 7466 S. Lindbergh St. Louis, Missouri 63125 Contact: Steve Hassell or Les Williams (314) 892-2600 (314) 487-5523 (Fax) <u><a href="mailto:shassell@davesinclair.com">shassell@davesinclair.com</a></u>	No	Yes

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
09/24/10 through 06/30/11	10/26/10	Administrative modification to statewide notice.
09/24/10 through 06/30/11	10/01/10	Initial issuance of new statewide contract

**PASSENGER AND CARGO VANS – 2011 MODEL YEAR**  
(Statewide)

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**GENERAL INFORMATION**

SAM 2 User Note: The state agency user will note that not all line item numbers on this notice and on SAM 2 are consecutively numbered. This is because the numbering herein follows the numbering from the RFP, which will also be the numbering the contractor will use for invoicing. For reasons of consistency between the RFP document and the contract, the line items herein follow the RFP even though they are not consecutive. SAM 2 line item numbering should match numbering on this statewide notice.

Vehicle specifications and prices, including options, are included herein.

**ORDERING**

Note to State Agencies: Prior to making a vehicle purchase, the state agency must complete a vehicle pre approval form and submit to Cindy Dixon, State Fleet Manager. The pre-approval form can be found at the following website address:

<http://www.oe.mo.gov/gsfm/vehiclepreapproved.htm>

Once the state agency receives approval from the State Fleet Manager, the agency shall issue its own PGQ (Quick Price Agreement) order. The contractor must not ship until they are in receipt of a hard copy PGQ order.

The commodity service code to use for line items 001 and 005 in SAM 2 will be 07007.

**PERFORMANCE REQUIREMENTS OF THE CONTRACTORS:**

***Latest Model:***

The contractor must provide 2011 model year or newer fleet passenger and cargo vans with all manufacturers' standard equipment and any additional equipment required by the State of Missouri. The base price on contract shall include all specifications stated herein.

All items of standard equipment which are normally provided with each vehicle by the manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard.

All options and/or accessories stated herein must be manufacturer's original equipment. Aftermarket options and/or accessories shall not be acceptable.

As applicable, all options must be factory installed.

Each vehicle shall be clean, lubricated, serviced and ready for immediate service. This shall include installation of all required options and accessories (i.e. body side moldings, license plate brackets, etc...) and removal of all plastic from interior and exterior of the vehicle.

***Warranty:***

The Standard Factory Warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the unit is placed in service. If special forms must be filed with the contractor, the State of Missouri will comply with this request.

**PASSENGER AND CARGO VANS – 2011 MODEL YEAR**  
**(Statewide)**

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***Order Documentation Requirement:***

Upon request by the state agency, the contractor must provide a copy of the order form submitted to the manufacturer when ordering each vehicle at no cost to the State of Missouri.

***Delivery:***

Delivery must be made between the hours of 8:00 a.m. and 12:00 Noon or 1:00 p.m. and 4:00 p.m., Monday through Friday, holidays excepted.

The contractor must understand and plan accordingly that upon delivery the state agency representative must verify the vehicle delivered has all required equipment and options and that nothing was damaged during the delivery of the vehicle. If something is damaged during delivery of the vehicle the contractor shall be responsible for all costs associated with the repair of any such damage.

Each vehicle shall be delivered with the proper form to apply for Missouri title and license including the Manufacturer's Statement of Origin, invoice and the owner's manual.

The contractor shall comply with the manufacturer's recommended pre-delivery service.

In the event the contractor fails to deliver the vehicle by the stated ARO time, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. In assessing the applicability of this provision, the State of Missouri will consider the degree of contractor responsibility in the delay.

***Substitutions:***

The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.

The state reserves the right to allow the contractor to substitute any new product/system offered by the contractor on all unshipped and future orders if capabilities and quality are equal to or greater than the product/system under contract and if prices are equal to or less than contract prices. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.

***Replacement of Damaged Product:***

The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

**NOTE: IF ANY OF THE ABOVE PERFORMANCE REQUIRMENTS ARE NOT MET AND/OR VEHICLE DELIVERED DOES NOT HAVE ALL NECESSARY EQUIPMENT, PLEASE CONTACT CALE TURNER AT (573) 526-2716 OR [cale.turner@oa.mo.gov](mailto:cale.turner@oa.mo.gov).**

**PASSENGER AND CARGO VANS – 2011 MODEL YEAR  
(Statewide)**

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**Contract Number: C111008003**

**Contractor: Joe Machens Ford**

**Line Item 024 – 15 Passenger Extended Length Full-Size Van**

**Commodity Service Code: 07092**

**MAKE/MODEL: 2011 Ford E-350 15-Passenger Extended Length Van      PRICE:      \$ 23,121.00**

***THIS VEHICLE REQUIRES APPROVAL FROM THE STATE FLEET MANAGER***

**EQUIPMENT INCLUDED IN PRICE**

138 Inch Wheelbase	5.4 Liter, 8 Cylinder, <b>Flex Fuel</b>
236 Inch Overall Length	9,100 GVWR
3.73 Rear Axle Ratio	2,640 Payload
Four Wheel Anti-Lock Brakes	Power Steering
LT245/75 RX16E BSW Tires	Vinyl Bucket Front Seats
Vinyl Rear Bench Seats	Vinyl Floor Coverings
High Capacity Front & Rear Air Conditioning and Heater	AM/FM Radio
Tilt Steering	Roll Stability Control
Daytime Running Lights	Dual Frontal Air Bags
Three Sets of Keys	Four Speed Automatic Transmission
Hinged 60/40 Side Doors	

This vehicle must not be used as a school bus.

Available Exterior Colors: School Bus Yellow, Vermillion Red, Black and Oxford White

Available Interior Color: Medium Flint

**AVAILABLE OPTIONS**

<b>Line Item 025 – Automatic Speed Control</b>	<b>\$ <u>192.00</u></b>
<b>Line Item 026 – Towing Package: Manufacturer's Standard</b>	<b>\$ <u>228.00</u></b>
<b>Line Item 028 – Door: Sliding Side</b>	<b>\$ <u>No Charge (Must Specify On Order)</u></b>
<b>Line Item 029 – Power Windows and Power Door Locks</b>	<b>\$ <u>396.00</u></b>
<b>Line Item 030 – Privacy Glass</b>	<b>\$ <u>368.00</u></b>
<b>Line Item 031 - Engine: 6.8 Liter V10</b>	<b>\$ <u>948.00</u></b>
<b>Line Item 032 – 4.10 Optional Rear Axle Ratio</b>	<b>\$ <u>36.00</u></b>

**DELIVERY:** 90 Days ARO – Subject to manufacturer's delay

**WARRANTY:** Joe Machens Ford offers Ford's Standard Warranty which covers 3 years (36,000 miles) bumper to bumper and a 5 year (60,000 miles) limited warranty on the power train. The warranty will expire when whichever occurs first the years or the mileage.

**PASSENGER AND CARGO VANS – 2011 MODEL YEAR**  
(Statewide)

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**CO-OP DELIVERY**

All contractors will allow other political subdivisions throughout the State of Missouri to purchase off the contract through the Cooperative Procurement Program. The following is the applicable charges to deliver the vehicle to a cooperative procurement entity:

C111008001 – West Brother Chrysler proposes a \$0.75 per mile round trip delivery charge per vehicle and a \$335.00 guaranteed-not-to-exceed total delivery price per vehicle for delivery to cooperative entities anywhere in the State. The vehicles will be delivered from Sullivan, Missouri.

C111008002 - Putnam Chevrolet proposes a \$0.80 per mile round trip delivery charge per vehicle and a \$300.00 guaranteed-not-to-exceed total delivery price per vehicle for delivery to cooperative entities. The vehicles will be delivered from California, Missouri.

C111008003 - Joe Machens Ford proposes a \$0.40 per mile round-trip delivery charge per vehicle and a \$120.00 guaranteed-not-to-exceed total delivery price per vehicle for delivery to cooperative entities. The vehicles will be delivered from Columbia, Missouri.

C111008004 – Dave Sinclair Ford, Inc. proposes a \$0.40 per mile round-trip delivery charge per vehicle and a \$120.00 guaranteed-not-to-exceed total delivery price per vehicle for delivery to cooperative entities. The vehicles will be delivered from St. Louis, Missouri.

\*\*These prices shall not apply to state agencies. It shall apply only to public entities participating in the Cooperative Procurement Program.

**Cooperative Procurement Members Note:** The Vehicle Pre-Approval Form does not apply to cooperative procurement members only to State of Missouri agencies.

**State Agencies Note:** Line Item 048 exists on SAM 2 for the purchase of options not specifically otherwise priced.

**Line Item 048**      **C/S Code: 07099**  
Vehicle Options

**PASSENGER AND CARGO VANS - 2011 MODEL YEAR  
(STATEWIDE CONTRACT)**

**State of Missouri  
Office of Administration  
Division of Purchasing and Materials Management  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product Purchased (include Item No's., if available):** \_\_\_\_\_

**Rating Scale:** 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

**Comments:** \_\_\_\_\_

**Prepared by:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Agency:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:**

Office of Administration  
Division of Purchasing and Materials Management  
301 West High Street, RM 630  
PO Box 809  
Jefferson City, Missouri 65102  
**You may also e-mail form to the buyer as an attachment at**  
**cale.turner@oa.mo.gov**

# EPLS

## Excluded Parties List System



### Search - Current Exclusions

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### View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

### Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

### OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

### EPLS Search Results

#### Search Results for Parties Excluded by

Firm, Entity, or Vessel : Joe Machens Ford  
State : MISSOURI

As of 11-Mar-2011 3:24 PM EST

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

### Resources

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### Contact Information

- > For Help: Federal Service Desk



131 -2011

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 29<sup>th</sup> day of March 20 11


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


Now on this day the County Commission of the County of Boone does hereby approve the contract with Centurytel for Boone County's Centrex Telephone system for the period January 1, 2011 through June 30, 2012. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

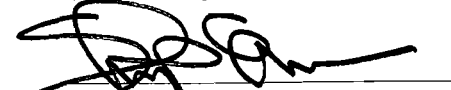
Done this 29<sup>th</sup> day of March, 2011.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Edward H. Robb  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

131-2011

Contract No. SPR-18625

**Products and Services Agreement  
For Custom Regulated Services**

This Products and Services Agreement for Custom Regulated Services ("Agreement") between **CenturyTel of Missouri, LLC** ("CenturyLink") and **The County of Boone - Missouri** ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

- SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
- PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
- UNIFORM RESOURCE LOCATORS (URLs).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
- ENTITY.** EMBARQ and CenturyTel have joined to create a new communications company – CenturyLink. For an interim period until all work is completed to update systems and platforms related to the companies' combination, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink. As a result, Customer may see references in this Agreement to EMBARQ or CenturyTel products and services and terms and conditions that continue to use the EMBARQ and CenturyTel names.
- PRICING EXPIRATION.** To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to CenturyLink on or before March 15, 2011; and (c) signed by a CenturyLink officer or authorized designee. Alterations to this Agreement are not valid unless accepted in writing by both parties.

**AGREED:**

CenturyTel of Missouri, LLC

By: [Signature]  
 Printed: Beth Reynolds  
 Title: Manager Business Sales  
 Date: 3/10/11

The County of Boone - Missouri

By: [Signature]  
 Printed: Edward H. Robb  
 Title: Presiding Commissioner  
 Date: 3-21-2011

**Address for Notices:** Sales Administration  
 665 Lexington Avenue  
 Mailstop: OHMANB0107  
 Mansfield, OH 44907

**Customer Billing Address:** 601 E. Walnut St. Room 209  
 Columbia, MO 65201

And if related to a dispute to:  
 CenturyLink – Senior Assistant  
 General Counsel, Commercial Law  
 5454 W. 110<sup>th</sup> Street  
 Overland Park, KS 66211

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

[Signature] 3/23/11 No Encumbrance  
 Auditor Date Required

Sales Rep: Court Chrisman  
 Sales Rep Phone: 573-886-3898

Approved as to Legal Form  
 JAS—15 Feb 2011

**APPROVED**  
 CenturyLink  
 Enterprise Special Pricing  
 B R H 2/23/11

**APPROVED AS TO LEGAL FORM**  
 of Missouri  
 DATE: 3/24/2011

**SERVICES LIST**

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the table below (“Price Table”). Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an “Order Term”), as listed in the Price Table. Each Order Term begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service’s applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

Customer Billing Address	Service/Installation Address	Type of Service	Order Term (Months)	Monthly Recurring Charge	Non-recurring Charges
601 E. Walnut St., Room 209 Columbia, MO 65201	Various Locations within Boone County - See Exhibit A	Centrex Line & Feature Package 3000	18 Months <i>1/01/11 - 6/30/12</i>	\$8.80 per line	Per Tariff on New Installs
	Various Locations within Boone County - See Exhibit A	C.O. Voicemail Box	18 Months <i>1/01/11 - 6/30/12</i>	\$5.25 per voicemail box	Per Tariff on New Installs

2. **PRICING.**

- 2.1 **Monthly Recurring Charges (“MRCs”).** CenturyLink will charge Customer the MRCs for the Services described in the Price Table. Except as otherwise described in the Price Table, these rates will remain fixed for each Order Term identified above. Upon expiration of each Order Term, Customer must convert the rates for the affected Service to the then-current rates in the applicable Tariffs, which are subject to change.
- 2.2 **Non-recurring Charges (“NRCs”).** CenturyLink may charge Customer NRCs related to the Services described in the Price Table or listed in applicable Tariffs or Local Terms of Service.
- 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
- 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

3. **TERMS AND CONDITIONS.**

- 3.1 CenturyLink provides local exchange carrier Services under its Tariffs, posted to [http://about.centurylink.com/legal/rates\\_conditions.html](http://about.centurylink.com/legal/rates_conditions.html). These Tariffs are filed with, and approved by, respective federal and state regulatory commissions. CenturyLink may modify its Tariffs from time to time. Tariffed rates are subject to change without notice.
- 3.2 If CenturyLink withdraws its Tariffs, CenturyLink will provide Services under the state-specific Local Terms of Service posted at [http://about.centurylink.com/legal/rates\\_conditions.html](http://about.centurylink.com/legal/rates_conditions.html) on the later of the Effective Date or when the withdrawal becomes effective and incorporated by this reference. This Agreement and the applicable Tariff or Local Terms of Service will govern the terms for Services.
- 3.3 In the event of any inconsistencies or conflicts between this Agreement and the applicable Tariff or Local Terms of Service, this Agreement will take precedence.

4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed in Section 3 above based for the Service cancelled or terminated. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term:

**EXHIBIT A**

**Pricing within this Agreement is applicable to Boone County Government entities listed below.**

<b>Boone County Government</b>	
<b>Account Name</b>	<b>CTL Ban #</b>
Boone County Public Works	301870831
Boone County Assessor	401791631
Boone County Auditor	401791733
Boone County Collector	401791788
Boone County Commission	301646419
Boone County Commission	301896284
Boone County Clerk	401791824
Boone County Elections	401791868
BC Records Management	401791948
BC Facilities Maintenance	401792030
BC Facilities Maintenance - Housekeeping	401951511
BC Information Technology	401792405
BC IT Mailing Services	401792438
BC IT GIS Services	401792450
Boone County Counselor	401792494
BC Building Codes	401792723
BC Prosecuting Attorney	301928613
BC Prosecuting Attorney - Victim Witness	301928615
BC Prosecuting Attorney - Family	301645192
BC Prosecuting Attorney - Prop L	301928614
BC Public Administrator	301928616
BC Purchasing	401792778
BC Planning & Building Inspection	401792563
BC Recorder	401792825
BC Treasurer	401792905
BC Adult Court Service	401792961
Ronald L Perry Juvenile Justice Center	301928617
BC Court Security	401792983
BC Technology Services	401793031
BC Circuit Clerk	301928606
BC Juvenile Office	301928608
BC Drug Court	401793064
BC Alternative Sentencing	301928612
BC Circuit Court	301928610
BC Judges Faxes	301646630
BC Jury Services	301928611
Boone County Sheriff	301645076
Boone County Engineering	415301990
Human Resources	401792347

COUNTY OF BOONE - MISSOURI  
WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Boone )  
State of MO )ss  
 )

My name is BETTY REYNOLDS I am an authorized agent of CENTURY TEL  
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

B Reynolds 7/23/09  
Affiant Date

BETTY REYNOLDS  
Printed Name

Subscribed and sworn to before me this 23 day of July, 2009



ELAINE M. OWENS  
My Commission Expires  
March 5, 2012  
St. Charles County  
Commission #08488684

Elaine MOWERS  
Notary Public

Client Company ID Number: 172963  
Company ID Number: 11557

MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
EMPLOYER, AND DESIGNATED AGENT  
REGARDING E-VERIFY

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the terms by which the Social Security Administration (SSA), and the Department of Homeland Security, U.S. Citizenship and Immigration Service (DHS-USCIS) will provide information through E-Verify on behalf of CenturyTel, Inc. (Employer) in order to confirm the employment eligibility of all newly hired employees of CenturyTel, Inc. (Employer) following completion of the Employment Eligibility Verification Form (Form I-9).

Authority for E-Verify is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Designated Agent on behalf of the Employer with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of some newly hired employees.
2. The SSA agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. The SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during participation in E-Verify.
3. The SSA agrees to safeguard the information provided by the Employer through E-Verify procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the confirmation of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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4. SSA agrees to establish a means of automated confirmation that is designed (in conjunction with the Department of Homeland Security's automated system if necessary) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
5. SSA agrees to establish a means of secondary confirmation (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to SSA, unless it determines that more than 10 days may be necessary. In such cases, SSA will provide additional confirmation instructions.

**B. RESPONSIBILITIES OF THE DHS-USCIS**

1. Upon completion of the Form I-9 by the employee and the Employer, and completion by the Designated Agent of SSA confirmation procedures required prior to initiation of DHS-USCIS confirmation procedures, DHS-USCIS agrees to provide the Designated Agent on behalf of the Employer access to selected data from the DHS-USCIS' database to enable the Designated Agent to conduct automated confirmation checks on newly hired alien employees by electronic means.
2. DHS-USCIS agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS-USCIS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS-USCIS representatives to be contacted during participation in E-Verify, including one or more individuals in each DHS-USCIS district office covering an area in which the Employer hires employees covered by this MOU.
3. DHS-USCIS agrees to provide to the Employer, through the Designated Agent, E-Verify and the Designated Agent E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS-USCIS, including restrictions on use of E-Verify procedures. DHS-USCIS agrees to provide training materials on E-Verify.
4. DHS-USCIS agrees to provide to the Employer, through the Designated Agent, a notice, which indicates the employer's participation in E-Verify. DHS-USCIS also agrees to provide to the Employer, through the Designated Agent, anti-discrimination notices issued by the Office of Special Counsel for Immigration-

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Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS-USCIS agrees to issue the Designated Agent a user identification number and password that will be used exclusively to access the confirmation system for the Employer. This user identification number and password will permit the Designated Agent, on behalf of the Employer, to verify information provided by newly hired employees.
6. DHS-USCIS agrees to safeguard the information provided to DHS-USCIS by the Employer, and to limit access to such information to individuals responsible for the confirmation of alien employment eligibility and for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and federal criminal laws, and to ensure accurate wage reports to the SSA.
7. DHS-USCIS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS-USCIS agrees to establish a means of secondary confirmation (including updating DHS-USCIS records as may be necessary) for employees who contest DHS-USCIS tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS-USCIS, unless it determines that more than 10 days may be necessary. In such cases, DHS-USCIS will provide additional confirmation instructions.

**C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices, described in paragraph B.4 above, and provided by the Designated Agent and displays them in a prominent place that is clearly visible to prospective employees.



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2. The Employer agrees to provide to the SSA and the DHS-USCIS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to obtain the E-Verify Manual from the Designated Agent and become familiar with such manual.
4. The Employer agrees to comply with established Form I-9 procedures, with one exception: When an employee presents a "List B" identity document, the Employer agrees that it will only accept "List B" documents that contain a photograph. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.)
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photographs, as described in paragraph 5 above; (2) a rebuttable presumption is established by section 403(b) of IIRIRA that the Employer has not violated section 274A(a)(1)(A) of the INA with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify the Department of Homeland Security if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify the Department of Homeland Security of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify shall be civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. The Department of Homeland Security reserves the right to conduct Form I-9 compliance inspections during participation in E-Verify, as well as to conduct any other enforcement activity authorized by law.

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6. The Employer agrees to initiate E-Verify procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed) and to complete as many steps (but only as many) of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer, through the Designated Agent, will use the SSA verification procedures first, and will use DHS-USCIS verification procedures only as directed by the SSA verification response.
7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer will not verify selectively; it agrees to use E-Verify procedures for all new hires as long as this MOU is in effect. The Employer agrees not to use E-Verify procedures for reverification, or for employees hired before the date this MOU is in effect. The Employer understands that should the Employer use E-Verify procedures for any purpose other than as authorized by this MOU and by law, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS-USCIS information pursuant to this MOU.
8. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS-USCIS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS-USCIS automated verification to verify work authorization, or a tentative nonconfirmation, does not mean and should not be interpreted as an indication that the employee is not work authorized.
9. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include discharging or refusing

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to hire eligible employees because of their foreign appearance or language, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Office of the Special Counsel for Immigration-Related Unfair Employment Practices, Civil Rights Division, U.S. Department of Justice at 1-800-255-7688 or 1-800-237-2515 (TDD).

10. The Employer agrees to record the case verification number on the employee's Form I-9 or to attach a printout of the screen containing the case verification number to the employee's Form I-9.
11. The Employer will refer individuals to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will resubmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
12. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer, through the Designated Agent, will make a second inquiry to the SSA database using E-Verify procedures within 10 Federal Government workdays after the date of the referral in order to obtain confirmation, or final nonconfirmation.
13. The Employer agrees that it will use the information it receives from the SSA or DHS-USCIS through its Designated Agent pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as User ID and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who need it to perform the Employer's responsibilities under this MOU.

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14. The Employer acknowledges that the information which it receives from SSA through its Designated Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to civil or criminal penalties.
15. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA other than the Social Security Number Card.
16. The Employer agrees to refer individuals to the DHS only when the response received from the DHS automated confirmation process indicates a tentative nonconfirmation, and the employee contests the tentative nonconfirmation. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
17. If the Employer receives a tentative nonconfirmation from the DHS-USCIS, the Employer will record the case verification number and date on the Form I-9 or print the screen showing the case verification number and attach the printout to the Form I-9, determine whether the employee contests the tentative nonconfirmation, and instruct an employee who contests to contact the DHS-USCIS to resolve the discrepancy within 8 Federal Government work days, using E-Verify procedures. The DHS-USCIS will electronically transmit the result of the referral to the Employer within 10 Federal Government workdays of the referral.
18. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify-related records, i.e., Forms I-9, SSA and DHS confirmation records, which were created during the Employer's participation in E-Verify. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview the Employer, employees handling the program, and employees hired during participation in E-Verify concerning their experience with the pilot, and to make employment and E-Verify-related records available to DHS and the SSA, or their designated agents or designees.

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**D. RESPONSIBILITIES OF THE DESIGNATED AGENT**

1. The Designated Agent agrees to provide to the SSA and the DHS-USCIS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
2. The Designated Agent agrees to become familiar with and comply with the E-Verify Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The Designated Agent agrees that all Designated Agent Representatives performing employment verification queries will complete the E-Verify Web-Based Tutorial.
4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The Designated Agent agrees to provide the Employer with the notices described in paragraph B.4. above.
6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA confirmation procedures first, and will use DHS-USCIS confirmation procedures only as directed by the SSA confirmation response.
7. The Designated Agent agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Designated Agent for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, and DHS confirmation records, that were created during the Designated Agent's participation in E-Verify. In addition, for the purpose of evaluating E-Verify, the Designated Agent agrees to allow DHS and SSA or their authorized agents or designees, to interview the Designated Agent and employees handling the program concerning their experience with the pilot, and to make E-Verify -related records available to DHS and the SSA, or their designated agents or designees.

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**E. POINTS OF CONTACT:**

You may call E-Verify toll free at 1-888-464-4218, or write to:

U.S. Citizenship and Immigration Services  
Verification Division  
470 L'Enfant Plaza, SW  
Washington, DC 20024

**F. OTHER PROVISIONS.**

1. Nothing in this agreement shall be construed to supersede, conflict, or modify the employer's responsibilities under section 274A of the INA not to employ unauthorized aliens or to hire individuals without verifying identity and employment eligibility on Form I-9.
2. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the DHS-USCIS or SSA. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
3. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability there from, including, but not limited to, any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IRIRA to any action taken or allegedly taken by the Employer.
4. Each party understands that some or all SSA and DHS-USCIS responsibilities under this MOU may be performed by contractor(s).

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5. Each party understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and USCIS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

**G. EFFECTIVE DATE.** The terms of this agreement will become effective upon the signature of all parties, and shall continue in effect for as long as the SSA and the DHS-USCIS administer E-Verify.

**H. MODIFICATION.** This agreement may be modified upon the mutual written consent of all parties.

**I. TERMINATION.** This agreement may be terminated by any party upon 30 days prior written notice to the others. Termination by any party shall terminate the MOU as to all parties. The SSA or the DHS-USCIS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or the DHS-USCIS that there has been a breach of system integrity or security by CenturyTel, Inc. (Employer), or HireRight, Inc. (Designated Agent) or a failure on the part of CenturyTel, Inc. (Employer) or HireRight, Inc. (Designated Agent) to comply with established procedures or legal requirements.

The foregoing constitutes the sole and complete agreement on this subject between the SSA, the DHS-USCIS, the Employer, and the Designated Agent.

CenturyTel, Inc. (Employer) hereby designates and appoints HireRight, Inc. (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out CenturyTel, Inc. (Employer) responsibilities under the MOU between the Employer, the Designated Agent, the Social Security Administration and the Department of Homeland Security, U.S. Citizenship and Immigration Services.

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REGARDING E-VERIFY

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and the DHS-USCIS respectively.

APPROVED BY:

Employer CenturyTel, Inc.

Tyan Hughes  
Name (Please type or print)

VP Human Resources  
Title

Tyan Hughes  
Signature

12-22-2008  
Date

Designated Agent HireRight, Inc.

Tim M. Willis  
Name (Please type or print)

VP - Director of Contracts and Compliance  
Title

Tim M. Willis  
Signature

January 12, 2009  
Date

Department of Homeland Security- Verification Division

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,  
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REGARDING E-VERIFY

INFORMATION REQUIRED  
FOR THE E-VERIFY DESIGNATED AGENT PROGRAM

Information relating to Employer's Company:

Company Name: CenturyTel, Inc.

Company Facility Address: 100 Centurytel Drive  
Monroe, LA 71203

County or Parish: OUACHITA

Employer Identification Number: 720651161

North American Industry  
Classification Systems Code: 541

Parent Company: \_\_\_\_\_

Number of Employees: 5,000 to  
9,999

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

<b>AGENCY</b> Marsh USA Inc. 601 Poydras Street, Suite 1850 New Orleans, LA 70130-6031  13913 -CTEQ-prop-10-11		<b>PHONE (A/C. No. Ext)</b>	<b>COMPANY</b> Various - See Attached	
<b>FAX (A/C. No)</b>	<b>E-MAIL ADDRESS</b>			
<b>CODE:</b>		<b>SUB CODE:</b>		
<b>AGENCY CUSTOMER ID #:</b>		<b>LOAN NUMBER</b>		<b>POLICY NUMBER</b> Various See Attached
<b>INSURED</b> CenturyLink, Inc. (See Attached) 100 CenturyTel Drive Monroe, LA 71203		<b>EFFECTIVE DATE</b> 06/01/2010	<b>EXPIRATION DATE</b> 06/01/2011	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>				

**PROPERTY INFORMATION**

**LOCATION/DESCRIPTION**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**COVERAGE INFORMATION**

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
"All Risk" of Direct Physical Loss or Damage, including but not limited to Real and Personal Property, Business Interruption, Flood, Earthquake and Named Windstorm	300,000,000	10,000,000
Flood Annual Aggregate	100,000,000	10,000,000
Flood Zone A & V Annual Aggregate	25,000,000	10,000,000
Earthquake Annual Aggregate	100,000,000	10,000,000
California Earthquake Annual Aggregate	25,000,000	*
Builders Risk/Cost of Construction	100,000,000	10,000,000

\*See Attached for Deductible Exceptions

**REMARKS (Including Special Conditions)**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

**ADDITIONAL INTEREST**      HOU-001030834-04

<b>NAME AND ADDRESS</b>  Boone County Purchasing 601 E. Walnut, Room 208 Columbia, MO 65201	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	<b>LOAN #</b>	
<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc.  BY: Robert C. Hill <i>Robert C. Hill</i>		

# ADDITIONAL INFORMATION

HOU-001030834-04

DATE (MM/DD/YYYY)  
06/04/2010

PRODUCER	COMPANIES AFFORDING COVERAGE
<p>Marsh USA Inc. 601 Poydras Street, Suite 1850 New Orleans, LA 70130-6031</p> <p>13913 -CTEQ-prop-10-11</p>	COMPANY
	COMPANY
<p>INSURED</p> <p>CenturyLink, Inc. (See Attached) 100 CenturyTel Drive Monroe, LA 71203</p>	COMPANY
	COMPANY

**TEXT**

Deductible Exceptions  
-Named Windstorm: 5%/\$10,000,000 minimum for tier 1 counties applicable separate to (a) each separate building or structure; (b) the contents of each separate building or structure; (c) property in each yard; (d) business interruption

-California Earthquake: 5%/\$10,000,000 minimum

-Boiler & Machinery: \$5,000,000

Valuation:  
Real & Personal Property: Replacement Cost  
Business Interruption: Actual Loss Sustained

Policies:

Lloyds of London DP771310  
\$11.25M (22.5%) p/o \$50M

Ace American Ins. Co. CXD37131064  
\$3.75M (7.5%) p/o \$50M

CenturyLink 50% p/o \$50M

Lexington Insurance Company 035826048  
\$20M (20%) p/o \$100M

Ironshore Insurance Ltd. 443127810A  
\$5M (5%) p/o \$100M xs \$100M

Lloyds of London DP771310/DP778410  
\$15M (15%) p/o \$100M xs \$100M

Liberty Mutual Fire Insurance Company MQ2-L9L-533402-050  
\$30M (20%) p/o \$150M xs \$50M

Zurich American Insurance Company XPP9266077-00  
\$31.25M (20.83%) p/o \$150M xs \$50M

Axis Insurance Company MNG752949-10  
\$3.75M (2.5%) p/o \$150M xs \$50M

Infrasure 2010-2794800-7475-5642  
\$7.5M (5%) p/o \$150M xs \$50M

Partner Re CXD37131064/443127810B  
\$16.675M (6.67%) p/o \$250M xs \$50M

Torus Specialty Insurance Company 18788A100  
\$25M (10%) p/o \$250M xs \$50M

## CERTIFICATE HOLDER

<p>Boone County Purchasing 601 E. Walnut, Room 208 Columbia, MO 65201</p>	<p>AUTHORIZED REPRESENTATIVE</p> <p>of Marsh USA Inc. Robert C. Hill</p> <p><i>Robert C. Hill</i></p>
-----------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

# ADDITIONAL INFORMATION

HOU-001030834-04

DATE (MM/DD/YYYY)  
06/04/2010

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. 601 Poydras Street, Suite 1850 New Orleans, LA 70130-6031	COMPANY
13913 -CTEQ-prop-10-11	COMPANY
INSURED CenturyLink, Inc. (See Attached) 100 CenturyTel Drive Monroe, LA 71203	COMPANY
	COMPANY

**TEXT**

XL Insurance America, Inc. US00012075PR10A  
\$37.5 m (15%) p/o \$250m xs \$50M

Lloyds of London DP771310  
\$29.17M (29.17%) p/o \$100M xs \$200M

Axis Specialty Limited 2103190110UP  
\$10M (10%) p/o \$100M xs \$200M

Lancashire DP778410  
\$10M (10%) p/o \$100M xs \$200M

Ace Bermuda Insurance, Ltd. CNTRYLNK01271P  
\$14.17M (14.17%) p/o \$100M xs \$200M

GEP II, LLC GEP2653/GEP2654  
\$5M (5%) p/o \$100M xs \$200M

Entities:  
Actel, LLC  
Bloomingdale Telephone Company, Inc. (20%)  
Century Cellunet International, Inc. Louisiana  
Cellunet of India Limited  
Century Interactive Fax, Inc.  
Century Telephone of West Virginia, Inc.  
CenturyTel Acquisition LLC  
CenturyTel of Adamsville, Inc.  
CenturyTel of Arkansas, Inc.  
CenturyTel Broadband Services, LLC  
HBC-CenturyTel Cable, LLC (49%)  
CenturyTel Broadband Wireless, LLC  
CenturyTel of Central Indiana, Inc.  
CenturyTel of Central Louisiana, LLC  
CenturyTel of Chatham, LLC  
CenturyTel of Chester, Inc.  
CenturyTel of Claiborne, Inc.  
CenturyTel of East Louisiana, LLC  
CenturyTel of Evangeline, LLC  
CenturyTel Fiber Company II, LLC  
CenturyTel Holdings, Inc.  
Century Marketing Solutions, LLC  
Century Color Graphics, LLC  
CenturyTel Arkansas Holdings, Inc.  
CenturyTel of Central Arkansas, LLC  
CenturyTel of Northwest Arkansas, LLC  
CenturyTel Holdings Alabama, Inc.  
CenturyTel of Alabama, LLC  
CenturyTel Holdings Missouri, Inc.  
CenturyTel of Missouri, LLC

CERTIFICATE HOLDER	
Boone County Purchasing 601 E. Walnut, Room 208 Columbia, MO 65201	
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Robert C. Hill <i>Robert C. Hill</i>

# ADDITIONAL INFORMATION

HOU-001030834-04

DATE (MM/DD/YYYY)  
06/04/2010

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. 601 Poydras Street, Suite 1850 New Orleans, LA 70130-6031  13913 -CTEQ-prop-10-11	COMPANY  COMPANY
INSURED CenturyLink, Inc. (See Attached) 100 CenturyTel Drive Monroe, LA 71203	COMPANY  COMPANY

**TEXT**

CenturyTel of the Northwest, Inc.  
Brown Equipment Corp.  
Carter Company, Inc.  
Honomach PR, Inc.  
Cascade Autovon Company  
CenturyTel/Cable Layers, Inc.  
CenturyTel of Central Wisconsin, LLC  
CenturyTel of Colorado, Inc.  
CenturyTel of Eagle, Inc.  
CenturyTel of Eastern Oregon, Inc.  
CenturyTel Entertainment, Inc.  
CenturyTel of Fairwater-Brandon-Alto, LLC  
CenturyTel of Forestville, LLC  
CenturyTel of the Gem State, Inc. (97%)  
CenturyTel of Inter Island, Inc.  
CenturyTel of Larsen-Readfield, LLC  
CenturyTel of the Midwest-Kendall, LLC  
CenturyTel of the Midwest-Wisconsin, LLC  
CenturyTel of Minnesota, Inc.  
CenturyTel of Monroe County, LLC  
CenturyTel of Montana, Inc. (99%)  
CenturyTel of Northern Wisconsin, LLC  
CenturyTel of Northwest Wisconsin, LLC  
CenturyTel of Oregon, Inc.  
CenturyTel of Paradise, Inc.  
CenturyTel of Cowiche, Inc.  
CenturyTel of Postville, Inc.  
CenturyTel of Southern Wisconsin, LLC  
CenturyTel of the Southwest, Inc.  
CenturyTel Telecom Service, Inc.  
CenturyTel Telephone Utilities, Inc.  
CenturyTel TeleVideo, Inc.  
CenturyTel/Televue of Wisconsin, Inc.  
CenturyTel of Upper Michigan, Inc.  
CenturyTel/UTI, Inc.  
CenturyTel of Washington, Inc.  
CenturyTel/WORLDVOX, Inc.  
CenturyTel of Wyoming, Inc.  
Eagle Valley Communications Corporation  
International Communications Holdings, Inc.  
Pacific Telecom, Inc. (Shell)  
PTI Communications of Ketchikan, Inc.  
PTI Communications of Minnesota, Inc.  
PTI Transponders, Inc.  
Universal Contracting Corp.  
Universal Manufacturing Corp.  
Universal Telephone Long Distance, Inc.  
CenturyTel of Idaho, Inc.  
CenturyTel Interactive Company

## CERTIFICATE HOLDER

Boone County Purchasing 601 E. Walnut, Room 208 Columbia, MO 65201	
	<b>AUTHORIZED REPRESENTATIVE</b>  of Marsh USA Inc. Robert C. Hill <i>Robert C. Hill</i>

# ADDITIONAL INFORMATION

HOU-001030834-04

DATE (MM/DD/YYYY)  
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PRODUCER	COMPANIES AFFORDING COVERAGE		
	Marsh USA Inc. 601 Poydras Street, Suite 1850 New Orleans, LA 70130-6031	COMPANY	
13913 -CTEQ-prop-10-11	COMPANY		
INSURED	CenturyLink, Inc. (See Attached) 100 CenturyTel Drive Monroe, LA 71203	COMPANY	
		COMPANY	

**TEXT**

CenturyTel Internet Holdings, Inc.  
centurytel.com, LLC  
CenturyTel Investments, LLC  
CenturyTel Long Distance, LLC  
CenturyTel of Michigan, Inc.  
CenturyTel Midwest - Michigan, Inc.  
CenturyTel Mobile Communications, Inc.  
CenturyTel of Mountain Home, Inc.  
CenturyTel of North Louisiana, LLC  
CenturyTel of North Mississippi, Inc.  
CenturyTel of Northern Michigan, Inc.  
CenturyTel of Northwest Louisiana, Inc.  
CenturyTel of Odon, Inc.  
CenturyTel of Ohio, Inc.  
CenturyTel of Ooltewah-Collegedale, Inc.  
CenturyTel of Port Aransas, Inc.  
CenturyTel of Redfield, Inc.  
CenturyTel of Ringgold, LLC  
CenturyTel SM Telecorp, Inc.  
CenturyTel Telecommunications, Inc.  
SM Telecom, Inc.  
CenturyTel/SM, Inc.  
CenturyTel of San Marcos, Inc.  
CenturyTel San Marcos Investments, LLC  
CenturyTel Security Systems, Inc.  
CenturyTel Security Systems Holding Company, LLC  
CenturyTel Security Systems of Arkansas, LLC  
CenturyTel Security Systems of Colorado, L.L.C.  
CenturyTel Security Systems of Louisiana, L.L.C.  
CenturyTel Security Systems of Mississippi, L.L.C.  
CenturyTel Security Systems of Montana, L.L.C.  
CenturyTel Security Systems of Ohio, L.L.C.  
CenturyTel Security Systems of Oregon, L.L.C.  
CenturyTel Security Systems of Washington, L.L.C.  
CenturyTel Security Systems of Wisconsin, L.L.C.  
Lone Star Security Systems, LLC  
Texas-CenturyTel Security Systems, LLC  
CenturyTel Service Group, LLC  
CenturyTel Solutions, LLC  
CenturyTel of South Arkansas, Inc.  
CenturyTel of Southeast Louisiana, LLC  
CenturyTel of Southwest Louisiana, LLC  
CenturyTel Supply Group, Inc.  
CenturyTel/Tele-Max, Inc.  
CenturyTel of Lake Dallas, Inc.  
CenturyTel Web Solutions, LLC  
CenturyTel of Wisconsin, LLC  
Embarq Corporation  
Carolina Telephone and Telegraph Company LLC

## CERTIFICATE HOLDER

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

### AUTHORIZED REPRESENTATIVE

of Marsh USA Inc.  
Robert C. Hill

*Robert C. Hill*

# ADDITIONAL INFORMATION

HOU-001030834-04

DATE (MM/DD/YYYY)  
06/04/2010

<b>PRODUCER</b> Marsh USA Inc. 601 Poydras Street, Suite 1850 New Orleans, LA 70130-6031  13913 -CTEQ-prop-10-11	<b>COMPANIES AFFORDING COVERAGE</b>	
	COMPANY	
<b>INSURED</b> CenturyLink, Inc. (See Attached) 100 CenturyTel Drive Monroe, LA 71203	COMPANY	
	COMPANY	

**TEXT**

SC One Company  
 Centel Corporation  
 Centel Capital Corporation  
 Centel Directories LLC  
 Centel-Texas, Inc.  
 Central Telephone Company of Texas  
 EQ Central Texas Equipment LLC  
 Telcon, Inc.  
 Central Telephone Company  
 Central Telephone Company of Virginia  
 Embarq Florida, Inc.  
 The Winter Park Telephone Company  
 Perry Protection Services, Inc.  
 Centel SPE LLC  
 Embarq, Inc.  
 Embarq Capital Corporation  
 SC Seven Company  
 Embarq Communications, Inc.  
 Embarq Communications of Virginia, Inc.  
 Embarq Holdings Company LLC  
 Embarq Directory Trademark Company, LLC  
 Embarq Interactive Holdings LLC  
 Embarq Interactive Markets LLC  
 Embarq Management Company  
 EQ Management Equipment LP  
 Embarq Mid-Atlantic Management Services Company  
 Embarq Minnesota, Inc.  
 Embarq Missouri, Inc.  
 SC Eight Company  
 Embarq Network Company LLC  
 Embarq Payphone Services, Inc.  
 Embarq Risk (Bermuda) Limited  
 Embarq Solutions, Inc.  
 EQ Equipment Leasing, Inc.  
 United Telephone Company of the Carolinas LLC  
 SC Two Company  
 United Telephone Company of Eastern Kansas  
 United Telephone Company of Florida  
 Vista-United Telecommunications (49%)  
 United Telephone Company of Indiana, Inc.  
 SC Four Company  
 United Telephone Company of Kansas  
 Embarq Midwest Management Services Company  
 United Teleservices, Inc.  
 United Telephone Company of New Jersey, Inc.  
 United Telephone Company of the Northwest  
 United Telephone Company of Ohio  
 SC Five Company  
 United Telephone Company of Pennsylvania LLC

**CERTIFICATE HOLDER**

Boone County Purchasing 601 E. Walnut, Room 208 Columbia, MO 65201	AUTHORIZED REPRESENTATIVE  of Marsh USA Inc. Robert C. Hill
--------------------------------------------------------------------------	----------------------------------------------------------------------

*Robert C. Hill*

# ADDITIONAL INFORMATION

HOU-001030834-04

DATE (MM/DD/YYYY)  
06/04/2010

PRODUCER	COMPANIES AFFORDING COVERAGE	
	Marsh USA Inc. 601 Poydras Street, Suite 1850 New Orleans, LA 70130-6031	COMPANY
13913 -CTEQ-prop-10-11	COMPANY	
INSURED	COMPANY	
	CenturyLink, Inc. (See Attached) 100 CenturyTel Drive Monroe, LA 71203	COMPANY

**TEXT**

Valley Network Partnership (40% aggregate)  
United Telephone Company of Southcentral Kansas  
United Telephone Company of Texas, Inc.  
EQ United Texas Equipment LLC  
United Telephone Company of the West  
United Telephone Southeast LLC  
SC Three Company  
Hillsboro Telephone Company, Inc. (20%)  
La Crosse Telephone Corporation  
Lafayette MSA Limited Partnership (49%)  
Madison River Communications Corp.  
Gallatin River Holdings, LLC  
Gallatin River Communications, LLC  
Gallatin River Long Distance Solutions, LLC  
Madison River Communications, LLC  
Gulf Communications, LLC  
Savannah River Communications, LLC  
Madison River Finance Corp.  
Madison River Holdings LLC  
Madison River Long Distance Solutions LLC  
Madison River LTD Funding LLC  
Coastal Communications, Inc.  
Coastal Utilities, Inc.  
Coastal Long Distance Services LLC  
Gulf Coast Services, Inc.  
Gulf Long Distance LLC  
Gulf Telephone Company  
Madison River Management LLC  
Mebtel, Inc.  
Mebtel Long Distance Solutions LLC  
Pacific Telecom Cellular of Alaska RSA #1, Inc.  
SkyComm Technologies Corporation (50.0%)  
Spectra Communications Group, LLC  
TelUSA Holdings, LLC (89%)  
Telephone USA of Wisconsin, LLC

CERTIFICATE HOLDER	
Boone County Purchasing 601 E. Walnut, Room 208 Columbia, MO 65201	
	<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc. Robert C. Hill <i>Robert C. Hill</i>



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 29<sup>th</sup> day of March 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the Sheriff Department's request to utilize Sole Source Vendor OMB Guns for Sole Source Purchase 103-123111SS Glock Guns. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 29<sup>th</sup> day of March, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb  
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: March 22, 2011  
RE: Sole Source Purchase – 103-123111SS – Glock Guns – OMB Guns

The Sheriff Office requests permission to purchase Glock guns from OMB Guns as a sole source purchase. Manufacturer of said product states sales territories are protected and assigned and OMB Guns is the authorized seller of product for Missouri.

Attached is the sole source request form for signature. This sole source was advertised in the Columbia Missourian and the Columbia Daily Tribune on March 24, 2011.

ATT Sole Source Request

cc: Leasa Quick, Sheriff  
Sole Source File

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



601 E. Walnut, 2nd Flr  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4402

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Sheriff
Person Requesting	Leasa Quirk / Keith Hoskins
Date Requested	3-22-11
Contact Number	876-2149

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt Signature 3-22-11 Date

SOLE SOURCE NUMBER: 103-1231155  
(Assigned by Purchasing)

COMMISSION APPROVAL: Edward Hoskins Signature 3-29-2011 Date

Expiration Date: 20 through 12-31-11 20 <sup>on-going?</sup> One Time Purchase (check)

Vendor Name	OMB GUNS
Vendor Address	15765 S. Keeler Street Olathe, KS 66062
Vendor Phone and Fax	866.509.1299 913.322.8417
Product Description	Glock Pistols
Estimated Cost	\$9,244.00

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
  - Only Known Source-Similar equipment or material not available from another vendor
  - Equipment or materials must be compatible with existing Equipment
  - Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease
  - Medical device or supply specified by physician
  - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
  - Other - List (attach additional sheets if necessary)

2. Briefly describe the commodity/material you are requesting and its function.

Glock Model 22 and 23 pistols to be used to protect the citizens of Boone County.

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.

To replace like current aged equipment so no new training or accessories are needed.

4. What research has been done to verify this vendor as the only known source?

Contacted the manufacture of said product who stated sales territories are protected and assigned and provided us with an authorized seller of said product.

5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?

Yes (please attach a list of known sources)

No

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.

See answer to question number two.

7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?

Initial purchase was completed in 1995.

8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).

Sole Source.

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.

Sole Source.

10. What are the consequences of not securing this specific commodity/material?

The officers assigned to protect the citizenry of Boone County will not be able to provide that service.

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

Sole Source letter from company.

12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

Whenever there is a need for replacement item which cannot be determined at this time.

**GLOCK, Inc.**

**U.S.A.**



**PERFECTION**

GLOCK, Inc. P.O. Box 369  
Smyrna, Georgia 30081 U.S.A.

Fax. (770) 433-8719

Tel. (770) 432-1202

March 1, 2010

OMB Guns  
Attn: John Ralph

Master Distributor

OMB Guns is the only GLOCK Authorized Law Enforcement Master Distributor in the state of Missouri.

Thank you,

Craig Dutton  
Director of Sales  
GLOCK, Inc.



## BOONE COUNTY SHERIFF'S DEPARTMENT

2121 County Drive  
Dwayne Carey, Sheriff

Columbia, Missouri 65202-9051  
Phone (573) 875-1111 Fax (573) 874-8953

November 4, 2010

To: OMB Guns  
15765 S. Keeler Street  
Olathe, KS 66062

From: Keith R. Hoskins, Captain  
Boone County Sheriff's Department  
2121 County Drive  
Columbia, MO 65202-9051

Ladies and Gentleman:

I declare under penalty of perjury the weapons(s) listed below are being purchased for department use and not for the purpose of transfer or resale.

I would like to place an order for the following Glock weapons. Quote is attached.

34 - Glock Model 22  
Gen4  
Glock Night Sights  
3 Magazines

12 - Glock Model 23  
Gen4  
Glock Night Sights  
3 Magazines

Thank You.

A handwritten signature in black ink, appearing to read "Keith R. Hoskins", with a long horizontal flourish extending to the right.

Keith R. Hoskins, Captain  
Boone County Sheriff's Department  
2121 County Drive  
Columbia, MO 65202  
573-875-1111 ext. 6235  
573-874-8953 Fax



**OMB Guns**  
 15765 S. Keeler Street  
 Olathe, KS 66062  
 866.509.1299

[WWW.OMBGUNS.COM](http://WWW.OMBGUNS.COM)

**Invoice**

Fax #	Date	Invoice #
913.322.8417	2/7/2011	37389

**Bill To**

BOONE CO SO MO  
 2121 COUNTY DRIVE  
 COLUMBIA MO 65202

**Ship To**

Company  
 Name  
 Address  
 City, State Zip

Rep	S.O. No.	P.O. No.	Terms	Project
PH	33837		NET 30	

Item	Description	Quantity	Rate	Amount
GK001 G22 G4 GNS	GLOCK MODEL 22 GEN 4 GNS 3 MAGS	34	\$ 409.00	\$ 13,906.00
GK001 G23 G4 GNS	GLOCK MODEL 23 GEN 4 GNS 3 MAGS	12	\$ 409.00	\$ 4,908.00
				\$ -
	LESS TRADES			\$ -
GLOCK 22/23	GLOCK MODEL 22/23 3 MAGS	33	\$ (290.00)	\$ (9,570.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

*Grant Purchase*

*Rec'd 2/9/11*

<b>Sub-total</b>	\$	9,244.00
<b>Sales Tax</b>	\$	-
<b>Total</b>	\$	9,244.00
<b>Payments / Credits</b>		
<b>Balance Due</b>	\$	9,244.00

0.00%

Thanks For Your Business!

Please return a copy of this invoice with your payment to ensure proper credit. Thank you.

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director of Purchasing



601 E. Walnut-Rm 209  
Columbia, MO 65201  
Phone (573) 886-4391  
Fax (573) 886-4390

---

**To:** Ruby Wheeler  
rwheeler@tribmail.com

**From:** Melinda Bobbitt, Director of Purchasing

**RE:** Advertisement for Sole Source Purchase

**Date:** March 22, 2011

**The following is a sole source purchase advertisement. Please call if you have any questions.**

## NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

### **Glock Guns for the Boone County – Missouri Sheriff's Office**

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **1:30 p.m. on Thursday, March 31, 2011**. Boone County Purchasing Department, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).

Melinda Bobbitt, CPPB  
Director, Boone County Purchasing

Insertion date: Thursday, March 24, 2011  
COLUMBIA TRIBUNE



## Melinda Bobbitt - RE: Sole Source Advertisement: Glock Guns

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**From:** "Wheeler, Ruby" <rgwheeler@columbiatribune.com>  
**To:** "Melinda Bobbitt" <mbobbitt@boonecountymmo.org>  
**Date:** 3/22/2011 1:02 PM  
**Subject:** RE: Sole Source Advertisement: Glock Guns  
**Attachments:** 1294995.pdf

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Melinda:

I have attached a copy of the notice as it would appear 3/24 in the Columbia Tribune. Total cost is \$32.93.

Please review the attached proof closely and make the following notations by 4pm today:

- If changes are required, mark them clearly on the proof; either email changes or and fax to 815-1851
- If no changes are required, please email confirmation

### CANCELLATION POLICY

Please be advised that if a legal notice is cancelled prior to publication, a \$35.00 production fee will be charged. Cancellations or changes made within the duration of the ad will be effective for the next available publication according to our deadlines (typically 72 – 96 hours prior to publication, depending on publication date). Cancellation instructions MUST be faxed to 573-815-1851. If you do not receive confirmation from us that the notice has been cancelled, it is your responsibility to follow up on the cancellation request by calling 573-815-1855. The Columbia Daily Tribune will not be liable for cancellation discrepancies if these procedures are not followed.

Thanks,

Ruby

Ruby Wheeler  
Classified Assistant Manager  
Columbia Daily Tribune / ColumbiaTribune.com PO Box 798, Columbia, MO 65205  
Ph 573.815.1859  
Fx 573.815.1851

TRIBUNE CLASSIFIEDS  
The Market Leader

---

**From:** Melinda Bobbitt [mailto:mbobbitt@boonecountymmo.org]  
**Sent:** Tuesday, March 22, 2011 11:01  
**To:** Wheeler, Ruby  
**Subject:** Sole Source Advertisement: Glock Guns

Ruby,  
See attached ad.  
Thanks,  
Melinda

**NOTICE OF INTENT TO  
MAKE SINGLE FEASIBLE  
SOURCE PURCHASE**

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

**Glock Guns for the Boone County -  
Missouri Sheriff's Office**

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **1:30 p.m. on Thursday, March 31, 2011.** Boone County Purchasing Department, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201. Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail:

**[mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)**.

Melinda Bobbitt, CPPB  
Director, Boone County Purchasing

**INSERTION DATE:** March 24, 2011

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director of Purchasing



601 E. Walnut-Rm 209  
Columbia, MO 65201  
Phone (573) 886-4391  
Fax (573) 886-4390

---

**To:** Susan Richison (884-0003)  
twitchells@missouri.edu

**From:** Melinda Bobbitt, Director of Purchasing

**RE:** Advertisement for Sole Source Purchase

**Date:** March 22, 2011

**The following is a sole source purchase advertisement. Please call if you have any questions.**

## NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

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Melinda Bobbitt, CPPB  
Director, Boone County Purchasing

Insertion date: Thursday, March 24, 2011  
COLUMBIA MISSOURIAN

Page : 1 of 1 03/22/2011 11:02:09

Order Number : 30974007  
PO Number :  
Customer : L8864390 Boone Co. Purchasing  
Contact :  
Address1 : 601 E. Walnut, Room 205  
Address2 :  
City St Zip : Columbia MO 65201  
Phone : (573) 886-4392  
Fax : (573) 886-4390  
Credit Card :  
Printed By : Richison, Susan  
Entered By : Richison, Susan

Keywords : Glock Guns for the Boone County - Missouri Sheriff  
Notes :  
Zones :

Ad Number : 30984551  
Ad Key : 30974007  
Salesperson : 67 - Legal Acct  
Publication : Columbia Missourian  
Section : Classified Section  
Sub Section : Classified Section  
Category : Legal Notices 1300  
Dates Run : 03/24/2011-03/24/2011  
Days : 1  
Size : 1 x 2.70, 27 lines  
Words : 135  
Ad Rate : Open  
Ad Price : 17.55  
Amount Paid : 0.00  
Amount Due : 17.55

---

**NOTICE OF INTENT TO MAKE SINGLE  
FEASIBLE SOURCE PURCHASE**

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Glock Guns for the Boone County - Missouri Sheriff's Office

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Melinda Bobbitt, CPPB  
Director, Boone County Purchasing  
Insertion date: Thursday, March 24, 2011

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 29<sup>th</sup> day of March 20 11

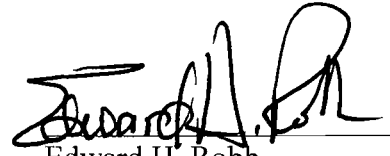
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby amend the FY 2011 budget and approve appropriations in the amount of \$190,000 for the purpose of replacing the Courthouse Chiller. The appropriations are authorized from the General Capital Fund which was established pursuant to Commission Order 562-2010 to account for the County's revenues received from the Energize Missouri Communities grant. In the event that the resources within the General Capital Fund are less than \$190,000, the Commission hereby approves appropriations from the Capital Repair and Replacement Fund (Fund #620) for the amount needed.

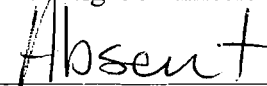
Done this 29<sup>th</sup> day of March, 2011.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

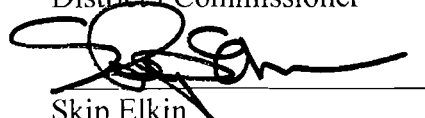
  
Edward H. Robb

Presiding Commissioner

  
Absent

Karen M. Miller

District I Commissioner

  
Skip Elkin

District II Commissioner

*Item I*

**From:** June Pitchford  
**To:** Karen Miller; Kristina Johnson  
**Date:** 3/15/2011 5:42 PM  
**Subject:** Court House Chiller - budget amendment

**CC:** Caryn Ginter; Kristen Pettit  
Karen and Kristina:

See suggested wording for a commission order below. We won't have a budget amendment form to accompany this (as explained by the text of the commission order), but approval of this Commission Order needs to follow the statutory process (10-day comment period). Kristina, do you recommend any changes to the wording?

Now on this day, the County Commission of the County of Boone does hereby amend the FY 2011 budget and approve appropriations in the amount of \$190,000 for the purpose of replacing the Courthouse Chiller. The appropriations are authorized from the General Capital Fund which was established pursuant to Commission Order 562-2010 to account for the County's revenues received from the Energize Missouri Communities grant. In the event that the resources within the General Capital Fund are less than \$190,000, the Commission hereby approves appropriations from the Capital Repair and Replacement Fund (Fund #620) for the amount needed.

In addition, Kristen will prepare a budget amendment to transfer the residual assets from Fund 407 (Law Office Remodel - IV-D) into the General Capital Fund; this WILL be on a Budget Amendment Form.

Thanks,  
June

## Funding Sources for Courthouse Chiller Replacement:

Prepared by Auditor's Office

16-Mar-11

Est Cost for CH replacement Chiller (rounded): (based on bid award recommendation)	<u>\$ 190,000.00</u>
Funding Sources:	
Energize Missouri Grant Reimbursements Received to date (Fund 405):	\$ 165,235.22
Residual Assets from Law Office (IV-D) remodel (Fund # 407):	<u>\$ 13,595.10</u>
Subtotal	\$ 178,830.32
Balance needed from future grant reimbursements and/or Capital Repair & Replacement Fund (#620)	<u>\$ 11,169.68</u>
Total Resources	<u>\$ 190,000.00</u>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 29<sup>th</sup> day of March 20 11

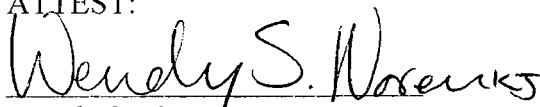
the following, among other proceedings, were had, viz:

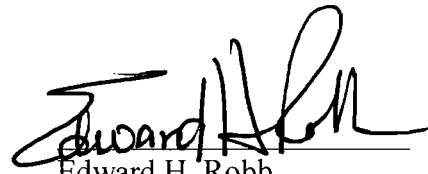
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to transfer residual assets from Law Office/IV-D Remodel to the General Capital Fund to be used to for replacement of Courthouse Chiller:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
4050	03915	Gen Capital Fund Act	OTI: from Cap Prj Fund		13,595.00
4070	83919	Law Office/IV-D Remd	OTO: to Cap Proj Fund		13,595.00

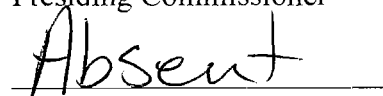
Done this 29<sup>th</sup> day of March, 2011.

ATTEST:

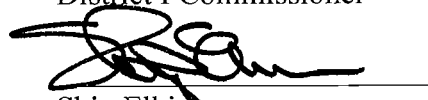
  
Wendy S. Noren  
Clerk of the County Commission



Edward H. Robb  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner



# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

3/16/2011

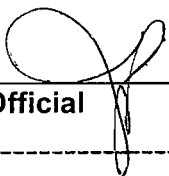
EFFECTIVE DATE

Item II

FOR AUDITORS USE

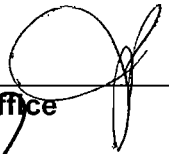
Department	Account	Department Name	Account Name	(Use whole \$ amounts)	
				Decrease	Increase
4 0 5 0	0 3 9 1 5	Gen Capital Fund Act	OTI:from Cap Proj Fnd		13,595
4 0 7 0	8 3 9 1 9	Law Office/IV-D Remod	OTO:to Cap Proj Fund		13,595

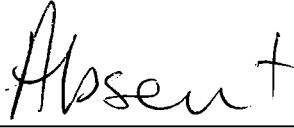
Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **to transfer residual assets from Law Office/IV-D Remodel to the General Capital Fund to be used to for replacement of Courthouse Chiller.**


  
Requesting Official

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

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

Auditor's Office  
  
PRESIDING COMMISSIONER

*agenda*  
  
DISTRICT I COMMISSIONER

  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

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

GENLSCR BOONE GENERAL LEDGER INQUIRY MAIN SCREEN 3/16/11 09:37:33  
 Year 2010 Opening Balance 13,427.30  
 Fund 407 LAW OFFC RMDL IVD 605 E WALNUT Actual YTD Credits 74.99  
 Acct 1000 CASH & INVEST IN TREASURY Actual YTD Debits 190.15  
 Account Type A ASSET  
 Normal Balance D DEBIT Current Balance 13,542.46

Period	Debits	Credits	Current Balance
January	22.89	7.87	13,442.32
February	13.67	8.60	13,447.39
March	6.64	1.38	13,452.65
April	12.23		13,464.88
May	4.84		13,469.72
June	15.06	.65	13,484.13
July	21.81	10.43	13,495.51
August	37.74		13,533.25
September	13.74	2.87	13,544.12
October	14.46	22.10	13,536.48
November	5.04	4.18	13,537.34
December	22.03	16.91	13,542.46
Post Closing			

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

*Amt. of Assets Transferred to Fund 405:*

0.00  
 13,542.46+  
 52.46+  
 002  
 13,594.92

*Budget Amendment: 13,595*

OTI: Cap Project Fund # 3915 (4050)  
 OTD: Cap Project Fund # 83919 (4070)

*Lisa Roland will prepare J/E to close out Fund balances in Fund 407. (I think she is going to date it Jan 1<sup>st</sup> 2011)*

Year	<u>2010</u>	Opening Balance	<u>35.23</u>
Fund	<u>407 LAW OFFC RMDL IVD 605 E WALNUT</u>	Actual YTD Credits	<u>179.90</u>
Acct	<u>1205 INTEREST RECEIVABLE</u>	Actual YTD Debits	<u>197.13</u>
Account Type	<u>A ASSET</u>		
Normal Balance	<u>D DEBIT</u>	Current Balance	<u>52.46</u>

Period	Debits	Credits	Current Balance
January	<u>7.33</u>	<u>22.27</u>	<u>20.29</u>
February	<u>11.98</u>	<u>13.15</u>	<u>19.12</u>
March	<u>16.66</u>	<u>5.80</u>	<u>29.98</u>
April	<u>18.34</u>	<u>9.43</u>	<u>38.89</u>
May	<u>19.44</u>	<u>4.09</u>	<u>54.24</u>
June	<u>19.82</u>	<u>14.37</u>	<u>59.69</u>
July	<u>19.49</u>	<u>20.86</u>	<u>58.32</u>
August	<u>20.34</u>	<u>37.74</u>	<u>40.92</u>
September	<u>19.85</u>	<u>12.87</u>	<u>47.90</u>
October	<u>19.72</u>	<u>13.57</u>	<u>54.05</u>
November	<u>16.06</u>	<u>4.51</u>	<u>65.60</u>
December	<u>8.10</u>	<u>21.24</u>	<u>52.46</u>
Post Closing			

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

*Will be closed to OF*

## Fund Statement - Law Office Remodel (IV-D) Fund 407 (Nonmajor)

	2009 Actual	2010 Budget	2010 Projected	2011 Budget
<b>REVENUES:</b>				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	87	-	78	1,657
Hospital Lease	-	-	-	-
Other	-	-	-	-
<b>Total Revenues</b>	<b>87</b>	<b>-</b>	<b>78</b>	<b>1,657</b>
<b>EXPENDITURES:</b>				
Personal Services	-	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	1,732	-	-	-
Debt Service (Principal and Interest)	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	-	-	-	-
<b>Total Expenditures</b>	<b>1,732</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(1,645)</b>	<b>-</b>	<b>78</b>	<b>1,657</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfer In	-	-	-	-
Transfer Out	-	-	-	(13,595)
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(13,595)</b>
<b>REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES</b>	<b>(1,645)</b>	<b>-</b>	<b>78</b>	<b>(11,938)</b>
<b>FUND BALANCE (GAAP), beginning of year</b>	<b>13,505</b>	<b>11,860</b>	<b>11,860</b>	<b>11,938</b>
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
<b>FUND BALANCE (GAAP), end of year</b>	<b>\$ 11,860</b>	<b>\$ 11,860</b>	<b>\$ 11,938</b>	<b>\$ -</b>
<b>FUND BALANCE RESERVES AND DESIGNATIONS, end of year</b>				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	-	-	-
Designated:				
Capital Project and Other	-	-	-	-
<b>Total Fund Balance Reserves and Designations, end of year</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE, end of year</b>	<b>11,860</b>	<b>11,860</b>	<b>11,938</b>	<b>-</b>
<b>FUND BALANCE RESERVES/DESIGNATIONS, end of year</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>UNRESERVED/UNDESIGNATED FUND BALANCE, end of year</b>	<b>\$ 11,860</b>	<b>\$ 11,860</b>	<b>\$ 11,938</b>	<b>\$ -</b>

Year	<u>2011</u>	Estimated Revenue	_____
Dept	<u>4070 LAW OFFICE/IV D REMODEL PRJCT</u>	Revisions	_____
Acct	<u>3798 INC/DEC IN FV OF INVESTMENTS</u>	Original + Revisions	_____
Fund	<u>407 LAW OFFC RMDL IVD 605 E WALNUT</u>	Revenues	<u>1,656.89</u>

Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>1,656.89</u>
Account Type	<u>R REVENUE</u>	Remaining Balance	<u>1,656.89-</u>
Normal Balance	<u>C CREDIT</u>		

Revenues by Period

January	<u>1,656.89</u>	July	_____
February	_____	August	_____
March	_____	September	_____
April	_____	October	_____
May	_____	November	_____
June	_____	December	_____

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

Year, <u>2010</u>	Opening Balance	<u>1,601.94-</u>
Fund <u>407 LAW OFFC RMDL IVD 605 E WALNUT</u>	Actual YTD Credits	<u>134.26</u>
Acct <u>1006 CHG IN FV OF INVESTMENTS</u>	Actual YTD Debits	<u>79.31</u>
Account Type <u>A ASSET</u>		
Normal Balance <u>D DEBIT</u>	Current Balance	<u>1,656.89-</u>

Period	Debits	Credits	Current Balance
January	<u>12.19</u>		<u>1,589.75-</u>
February	<u>8.60</u>	<u>4.87</u>	<u>1,586.02-</u>
March	<u>1.38</u>	<u>23.87</u>	<u>1,608.51-</u>
April		<u>10.12</u>	<u>1,618.63-</u>
May		<u>4.94</u>	<u>1,623.57-</u>
June	<u>.65</u>	<u>7.98</u>	<u>1,630.90-</u>
July	<u>10.43</u>	<u>11.94</u>	<u>1,632.41-</u>
August		<u>13.44</u>	<u>1,645.85-</u>
September	<u>2.87</u>	<u>14.62</u>	<u>1,657.60-</u>
October	<u>22.10</u>	<u>12.93</u>	<u>1,648.43-</u>
November	<u>4.18</u>	<u>14.13</u>	<u>1,658.38-</u>
December	<u>16.91</u>	<u>15.42</u>	<u>1,656.89-</u>
Post Closing			

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

*Will be closed to #1140 (GF)*

**From:** June Pitchford  
**To:** Karen Miller; Kristina Johnson  
**CC:** Caryn Ginter; Kristen Pettit  
**Date:** 3/15/2011 5:43 PM  
**Subject:** Court House Chiller - budget amendment

Karen and Kristina:

See suggested wording for a commission order below. We won't have a budget amendment form to accompany this (as explained by the text of the commission order), but approval of this Commission Order needs to follow the statutory process (10-day comment period). Kristina, do you recommend any changes to the wording?

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In addition, Kristen will prepare a budget amendment to transfer the residual assets from Fund 407 (Law Office Remodel - IV-D) into the General Capital Fund; this WILL be on a Budget Amendment Form.

Thanks,  
June

3/16/2011

FY 2011  
Budget Amendments/Revisions  
Law Office IV-D Remodel Project (4070)

<u>Index #</u>	<u>Date Recd</u>	<u>Dept</u>	<u>Account</u>	<u>Dept Name</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	3/16/2011	4050 4070	3915 83919	General Capital Fund Activity Law Office/IV-D Remodel	OTI: From Capital Project Fund OTO: To Capital Project Fund	13,595 13,595		to transfer residual assets from Law Office Remodel to Gen Cap Fund Activity	



3/16/2011

FY 2011  
Budget Amendments/Revisions  
General Capital Fund Activity (4050)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	3/16/2011	4050	3915	General Capital Fund Activity	OTI: From Capital Project Fund	13,595			
		4070	83919	Law Office/TV-D Remodel	OTO: To Capital Project Fund		13,595	to transfer residual assets from Law Office Remodel to Gen Cap Fund Activity	

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 29<sup>th</sup> day of March 20 11

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request of Gary E. and Edith A. Naugle to rezone from A-1 (Agriculture) to A-2 (Agriculture) on 13.67 acres, more or less, located at 1700 N. Dozier Station Rd., Columbia.

Done this 29<sup>th</sup> day of March, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb  
Presiding Commissioner

Absent

Karen M. Miller  
District I Commissioner

Skip Elkin

Skip Elkin  
District II Commissioner

## **Naugle Request: A-1 to A-2**

The minutes for the Planning and Zoning Commission meetings of February 17 and March 17, 2011 along with the Boone County Zoning Regulations and Subdivision Regulations are entered into the record of this meeting.

This property is located east of Columbia approximately 1/2 mile north of the intersection of I-70 Dr NE and Dozier Station Rd. on the east side of Dozier Station Rd. The property is situated approximately 3 miles east of the closest municipal limits of Columbia. The site is zoned A-1 Agriculture. Property to the north and northeast is developed as Lake La Vista subdivision which was rezoned from A-1 to A-2 in 1975. Property to the east, southeast, and south of the request was rezoned from A-1 to A-2 in 1987. Property to the southwest and west is zoned A-2P and was rezoned from A-1 in 1991. Property to the northwest is zoned A-1 and this is an original 1973 zoning. The applicant is requesting a rezoning to A-2 Agriculture of the approximately 13.67 acres. There is lake on the property. Just south of the lake on the eastern portion of the property is a home, detached garage and several sheds. In the northwest corner of the property there is a small residence with a wastewater lagoon. On the eastern half of the property there is a large building and parking area that has an occupancy permit for a legal non-conforming use for manufacturing building system components. This site lies within the Columbia Public School District. The site is in Public Water District #9 and it may be possible to increase water flow and pressure to meet potential fire requirements. The site is in the Boone County Fire Protection District and fire requirements will be up to the fire district. Electric service will be provided by Boone Electric Cooperative. Wastewater service will either be on-site or will be provided by a BCRSD facility that is being upgraded at Meadow Village subdivision approximately 250 feet south of the subject tract. The master plan designates this area as being suitable for agriculture and rural residential land uses. Staff notified 37 property owners about this request.

The Master Plan calls for the use of a “Sufficiency of Resources Test” when considering the rezoning of land. The purpose of the test is to determine whether there are sufficient resources available to support the proposed zoning, or whether services could be made available in an efficient manner. The resources necessary to serve the proposed development can be broken down into 3 general categories, utilities, transportation and public safety services.

Utilities: This site is served by Boone Electric Cooperative and Public Water District 9. There are existing district waterlines serving the property but upgrades

will be needed if the property is divided by subdivision plat into more than three lots. Since the majority of the surrounding properties are already zoned to allow the A-2 density, the existing utilities should support the use of this property at the possible density allowed should the A-2 zoning be granted. Specific infrastructure requirements are tied to the process of subdividing the property and will be dependant upon the specific nature of the division proposed. Division that would allow for new residential construction will likely not qualify for on-site wastewater systems and connection to the BCRSD facility near the property would likely be required.

Transportation: Access to the site is from Dozier Station Rd. which is a major north south connection in this portion of the County.

Public Safety: The nearest fire station is located within 5 road miles.

The actual character of the area is one of mixed size residential lots. There is a block of A-R zoning within 1500 ft of the request and R-M (moderate density residential) zoning within 1000 ft, while a majority of the surrounding property adjoining the subject property is zoned A-2. While an argument could be made that perhaps an A-2P (planned agriculture) rezoning might be more appropriate by allowing the request to be tailored to the neighborhood, the resources to support the request seem adequate or able to be provided to support the rezoning. Therefore, staff recommended approval of the request.

The Planning and Zoning Commission conducted a public hearing on this request during their February 17, 2011 meeting. There were 10 members of the commission in attendance at the meeting. However, the Planning and Zoning Commission was unable to reach a consensus on the request and so tabled the application until the March 17 meeting. There were 9 members at the March 17 2011 meeting. A motion was made to recommend approval of the request. That motion carried by a 5-4 vote. It comes forward with a recommendation for approval.

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