

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

23rd

day of

March

20

17


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

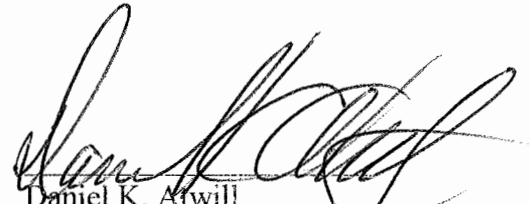
Now on this day the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the attached list of Computer and Peripheral surplus equipment.

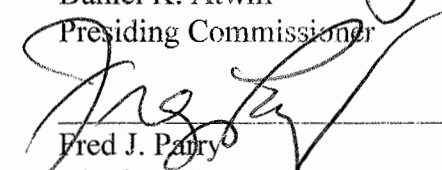
It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal forms.

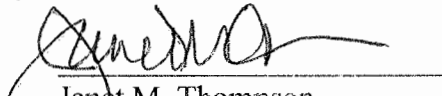
Done this 23rd day of March, 2017

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



**MEMORANDUM**

**TO:** Boone County Commission  
**FROM:** David Eagle  
**RE:** Computer and Peripheral Surplus Disposal  
**DATE:** March 14, 2017

The Purchasing Departments requests permission to dispose of the following list of surplus PC & Peripheral equipment through MRC Recycling Center. MRC Recycling will pick up our surplus at no charge. They are a State of Missouri, DNR Level Four recycling center. No computer items are land-filled. Purchasing will obtain a Certificate of Destruction, and we will let them know that we want everything recycled, not reused so nothing ends up in the landfill.

Prior to Computer surplus coming to Purchasing for disposal, Information Technology has removed the hard-drives for destruction by their department. Their procedure for PC disposal is:

Once all the data is copied or recovered for the user, IT removes the hard drive and memory from the PC. The memory is held to be used for upgrading other PCs at the county that can benefit. IT sometimes removes parts that can be used as spare if the model is current enough. (ie Power Supplies, Video Cards, etc.) The hard drive is held for a minimum of 30 days in case a user identifies something is missing. After 30 days IT may reuse the hard drive in other county PCs if there are failures. If a hard drive goes unused or fails and IT needs to physically dispose of it, they drill a 5/8" hole through the drive and the data platters. Once IT has collection of "drilled" drives, they deliver them to PC recycling vendor, MRC Recycling Center.

MRC Recycling Center certifies that they have picked up the following items and that all items will be recycled, not reused, so nothing ends up in the landfill.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

	<b>Asset #</b>	<b>Description</b>	<b>Make &amp; Model</b>	<b>Department</b>	<b>Condition of Asset</b>	<b>Serial #</b>
1.	15645	PC WORKSTATION	HP DC 7600	INFORMATION TECHNOLOGY	UNKNOWN	
2.	10760	MONITOR	SAMSUNG	COMMUNITY SERVICES	UNKNOWN	
3.	11017	FAX MACHINE	PANASONIC UP315	COMMUNITY SERVICES	UNKNOWN	

4.	11143	COPIER	XEROX XC1044	COMMUNITY SERVICES	UNKNOWN	
5.	NO TAG	17" LCD MONITOR	ACER AL 1716	CIRCUIT COURT	UNKNOWN	
6.	15959	SCANNER	FUJITSU 5750C	ASSESSOR	UNKNOWN	
7.	12601	LASER MONOCHROME PRINTER	IBM INFOPRINT 40	COLLECTOR	UNKNOWN	
8.	15602	17" LCD MONITOR	HP L1740	SHERIFF	UNKNOWN	
9.	18516	PC WORKSTATION	HP COMPAQ 6300	DESIGN & CONSTRUCTION	UNKNOWN	
10.	17807	DESKTOP PC	COMPAQ 6200 PRO	CIRCUIT COURT	UNKNOWN	
11.	17806	DESKTOP PC	COMPAQ 6200 PRO	CIRCUIT COURT	UNKNOWN	
12.	17805	DESKTOP PC	COMPAQ 6200 PRO	CIRCUIT COURT	UNKNOWN	
13.	16561	TOWER PC	COMPAQ DC5800	CIRCUIT COURT	UNKNOWN	
14.	15550	LOCAL PRINTER	LASERJET 2430	CIRCUIT COURT	UNKNOWN	
15.	19300	16" NOTEBOOK COMPUTER	PROBOOK 650	CIRCUIT COURT	UNKNOWN	
16.	17180	LASER MONOCHROME PRINTER	LEXMARK T650DN	RECORDER	UNKNOWN	
17.	18552	19" LCD MONITOR	PLANAR PT191MU	SHERIFF	UNKNOWN	
18.	13852	19" LCD MONITOR	DELL ULTRASHARP	AUDITOR	UNKNOWN	
20.	17843	19" LCD MONITOR	HP LE1911	AUDITOR	UNKNOWN	
21.	16334	19" LCD MONITOR	ACER AL1917WABD	AUDITOR	UNKNOWN	

22.	16335	19" LCD MONITOR	ACER AL1917WABD	AUDITOR	UNKNOWN	
23.	18262	23" LCD MONITOR	HP LV2311	COMMISSION	UNKNOWN	
24.	14814	17" LCD MONITOR	HP L1740	SHERIFF	UNKNOWN	
25.	18309	PC WORKSTATION	HP COMPAQ 6300	PLANNING & ZONING	UNKNOWN	
26.	18263	23" LCD MONITOR	HP LV2311	COMMISSION	UNKNOWN	
27.	18264	23" LCD MONITOR	HP LV2311	COMMISSION	UNKNOWN	
28.	11968	LASER MONOCHROME PRINTER	HP LASERJET 4050N	PROSECUTING ATTORNEY	UNKNOWN	
29.	NO TAG	INTERACTIVE 911 CALL SIMULATOR	RETINA	JOINT COMMUNICATIONS	UNKNOWN	
30.	NO TAG	TWO FORM FEED PRINTERS	GSX-190 CITIZEN	JOINT COMMUNICATIONS	UNKNOWN	
31.	12614	COPIER	GESTETNER	COLLECTOR	UNKNOWN	
32.	NO TAG	KEYBOARDS-FLOPPY DISCS-CD DRIVES		SHERIFF	UNKNOWN	
33.	13305	2-WAY ELECTRONIC COMMUNICATOR	NORCON	COLLECTOR	UNKNOWN	
34.	13306	2-WAY ELECTRONIC COMMUNICATOR	NORCON	COLLECTOR	UNKNOWN	
35.	13307	2-WAY ELECTRONIC COMMUNICATOR	NORCON	COLLECTOR	UNKNOWN	
36.	NO TAG	WIRELESS MOUSE & KEYBOARD		DESIGN & CONSTRUCTION	UNKNOWN	
37.	18683	LASER MONOCHROME PRINTER	LEXMARK 310DN	PROSECUTING ATTORNEY	UNKNOWN	



38.	11966	LASER MONOCHROME PRINTER	HP LASERJET 4050N	PROSECUTING ATTORNEY	UNKNOWN	
39.	14195	LASER MONOCHROME PRINTER	LEXMARK T650DN	PROSECUTING ATTORNEY	UNKNOWN	
40.	18688	LASER MONOCHROME PRINTER	LEXMARK MS310DN	SHERIFF	UNKNOWN	
41.	16726	LASER MONOCHROME PRINTER	LEXMARK T640N	SHERIFF	UNKNOWN	
42.	18441	LASER MONOCHROME PRINTER	LEXMARK T430DN	INFORMATION TECHNOLOGY	UNKNOWN	
43.	15524	LASER MONOCHROME PRINTER	LEXMARK T430DN	SHERIFF	UNKNOWN	
44.	13791	19" LCD MONITOR	DELL ULTRASHARP	PLANNING & ZONING	UNKNOWN	
45.	14005	VOICE LOGGING SYSTEM	ASC MARATHON PRO	JOINT COMMUNICATIONS	UNKNOWN	
46.	NO TAG	DICTAPHONE RECORDER	MODEL 32251- 032	JOINT COMMUNICATIONS	UNKNOWN	
47.	NO TAG	MISC. CABLES		INFORMATION TECHNOLOGY	UNKNOWN	
48.	14378	DIGITAL VIDEO RECORDER	GE	FACILITY MAINTENANCE	UNKNOWN	
49.	14288	19 "LCD MONITOR	SHARP LLT19D1-B	INFORMATION TECHNOLOGY	UNKNOWN	
50.	15438	17 "LCD MONITOR	HP L1740	PROSECUTING ATTORNEY	UNKNOWN	
51.	13732	MONOCHROME LASER PRINTER	LEXMARK T520N	INFORMATION TECHNOLOGY	UNKNOWN	

cc: Heather Acton, Auditor  
Surplus File

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 02/16/2017

FIXED ASSET TAG NUMBER: 00015645

DESCRIPTION: HP DC7600  
PC WORKSTATION

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: HARD DRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

**RECEIVED**  
FEB 23 2017  
BOONE COUNTY AUDITOR

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1170 INFORMATION TECHNOLOGY SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 9-7-06  
ORIGINAL COST \$1,817.29  
ORIGINAL FUNDING SOURCE 2743, 2741  
ASSET GROUP 1603

RECEIPT INTO 2010-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE Daniel K. Atwell

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 2/23/17

Fixed Asset Tag Number: 10760

RECEIVED

Description of Asset: Samsung Computer Monitor

FEB 23 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Surplus

BOONE COUNTY AUDITOR

Other Information (Serial number, etc.):

Condition of Asset: Average

Reason for Disposition: Was left behind from previous tenant

Location of Asset and Desired Date for Removal to Storage: Centralia, Boone County Office. ASAP

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2160/Community Services

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date 10-24-96

G/L Account for Proceeds 1190-3836 #A

Original Acquisition Amount \$345.00

Original Funding Source 2731

Account Group 1603

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 140-2017

Date Approved 3-23-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 2/23/17

Fixed Asset Tag Number: 11017

**RECEIVED**

Description of Asset: Fax Machine

FEB 23 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Surplus

**BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.): Panasonic Fax Machine

Condition of Asset: Average

Reason for Disposition: Was left behind from previous tenant

Location of Asset and Desired Date for Removal to Storage: Centralia, Boone County Office. ASAP

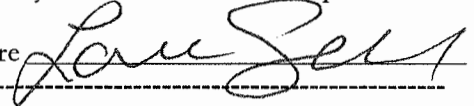
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2160/Community Services

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date 5-15-97

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \$594.00

Original Funding Source 2785

Account Group 1601

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

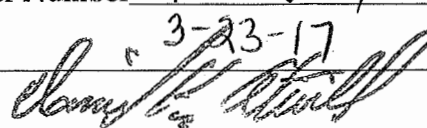
Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 140-2017

Date Approved 3-23-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

FEB 23 2017

BOONE COUNTY AUDITOR

Date: 2/23/17

Fixed Asset Tag Number: 11143

Description of Asset: Copier

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Surplus

Other Information (Serial number, etc.): Xerox- XC1044 Copier

Condition of Asset: Average

Reason for Disposition: Was left behind from previous tenant

Location of Asset and Desired Date for Removal to Storage: Centralia, Boone County Office. ASAP

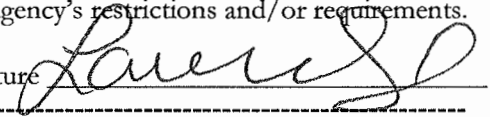
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2160/Community Services

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date 5-27-97

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \$899.99

Original Funding Source 2785

Account Group 1601

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

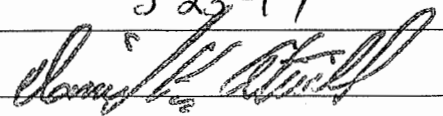
Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 140-2017

Date Approved 3-23-17

Signature 

BOONE COUNTY  
Request for Disposal/Transfer of County Property  
Complete, sign, and return to Auditor's Office

FEB - 6 2017

Date: 02/06/2017 Fixed Asset Tag Number: <none>  
Description of Asset: 17" LCD Monitor / AL1716  
Requested Means of Disposal: Recycle/Trash  
Other Information: SERIAL NUMBER: ETL460C288722076BE404A  
Condition of Asset: BROKEN  
Reason for Disposition: BROKEN/NO LONGER FUNCTIONS  
Location of Asset and Desired Date for Removal To Storage: Boone County Courthouse / Floor: 1 / Room: Technology Services - IMMEDIATELY

Was Asset Purchased with Grant Funding? NO

DEPARTMENT: 1210

SIGNATURE: *Mary Eggen*

To be Completed by: AUDITOR NO DATA

Original Acquisition Date \_\_\_\_\_ G/L Acct for Proceeds 1190-3836 HQ

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

To be Completed by : COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method;

\_\_\_\_\_ Transfer Department Name: \_\_\_\_\_ Number \_\_\_\_\_

Location within Department: \_\_\_\_\_

Individual: \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 140-2017

Date Approve: 3-23-17

Signature *Dennis H. Atwell*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 02/07/2017

FIXED ASSET TAG NUMBER: 00015959

DESCRIPTION: FUJITSU 5750C  
SCANNER DOCUMENT

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

**RECEIVED**

OTHER INFORMATION: \_\_\_\_\_

FEB 07 2017

CONDITION OF ASSET: PURCHASED 2007

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO ~~TRANSFER THIS ITEM FOR ITS OWN USE~~ (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: ASSESSOR 2010 SIGNATURE: *Judy*

**AUDITOR**

ORIGINAL PURCHASE DATE 4-24-07  
ORIGINAL COST \$6,113.12  
ORIGINAL FUNDING SOURCE 2743  
ASSET GROUP 1603

RECEIPT INTO 2010-3835 NO  
TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE *[Signature]*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 02/09/2017

FIXED ASSET TAG NUMBER: 00012601

DESCRIPTION: IBM INFOPRINT 40  
PRINTER LASER MONOCHROME

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED IN 2000

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: COLLECTOR 1150 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE Already Retired in System RECEIPT INTO 1190-3836 NA  
ORIGINAL COST \_\_\_\_\_  
ORIGINAL FUNDING SOURCE \_\_\_\_\_ TRANSFER CONFIRMED \_\_\_\_\_  
ASSET GROUP \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE [Signature]

RECEIVED

FEB 10 2017

BOONE COUNTY AUDITOR



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 02/08/2017

FIXED ASSET TAG NUMBER: 00015602

DESCRIPTION: HP L1740  
MONITOR LCD 17 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

**RECEIVED**

OTHER INFORMATION: \_\_\_\_\_

FEB 10 2017

CONDITION OF ASSET: NON-WORKING

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 8-24-06  
ORIGINAL COST \$227.00  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 NO  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 02/09/2017

FIXED ASSET TAG NUMBER: 00018516

DESCRIPTION: HP COMPAQ 6300  
PC WORKSTATION

RECEIVED

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

FEB 10 2017

OTHER INFORMATION: \_\_\_\_\_

BOONE COUNTY AUDITOR

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IF DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO ~~TRANSFER~~ THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2045 DESIGN & CONSTRUCTION SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 8-2-13  
ORIGINAL COST \$533.64  
ORIGINAL FUNDING SOURCE 2741  
ASSET GROUP 1603

RECEIPT INTO 2045 - 3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE [Signature]



**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 02/01/2017 Fixed Asset Tag Number: 17806  
Description of Asset: Desktop PC / Compaq 6200 Pro  
Requested Means of Disposal: Recycle/Trash  
Other Information: SERIAL NUMBER: MXL1411J9T  
Condition of Asset: OUTDATED  
Reason for Disposition: ROUTINE REPLACEMENT  
Location of Asset and Desired Date for Removal To Storage: Boone County Courthouse / Floor: 1 / Room: Technology Services - IMMEDIATELY

**RECEIVED**  
FEB 02 2017  
BOONE COUNTY AUDITOR

Was Asset Purchased with Grant Funding? NO

DEPARTMENT: 1210-Circuit Court SIGNATURE: May Epping

**To be Completed by: AUDITOR**

Original Acquisition Date 11-23-11 G/L Acct for Proceeds 1190-3836 NA  
Original Acquisition Amount \$514.88  
Original Funding Source 2731  
Account Group 1603

**To be Completed by : COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method;

Transfer Department Name: \_\_\_\_\_ Number \_\_\_\_\_  
Location within Department: \_\_\_\_\_  
Individual: \_\_\_\_\_  
 Trade  Auction  Sealed Bids  
 Other Explain \_\_\_\_\_

Commission Order Number 140-2017  
Date Approve: 3-23-17  
Signature [Signature]





**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 02/01/2017 Fixed Asset Tag Number: 15550  
 Description of Asset: Local Printer / LaserJet 2430  
 Requested Means of Disposal: Recycle/Trash  
 Other Information: SERIAL NUMBER: CNGKK38671  
 Condition of Asset: BROKEN  
 Reason for Disposition: BROKEN/NO LONGER FUNCTIONS

**RECEIVED**  
 FEB 02 2017  
**BOONE COUNTY AUDITOR**

Location of Asset and Desired Date for Removal To Storage: Boone County Courthouse / Floor: 1 / Room: Technology Services - IMMEDIATELY

Was Asset Purchased with Grant Funding? NO

DEPARTMENT: 1210-Circuit Court SIGNATURE: Mary Egan

**To be Completed by: AUDITOR**

Original Acquisition Date 4-6-06 G/L Acct for Proceeds 1190-3836 NA  
 Original Acquisition Amount \$945.00  
 Original Funding Source 2731  
 Account Group 1603

**To be Completed by : COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method;

Transfer Department Name: \_\_\_\_\_ Number \_\_\_\_\_  
 Location within Department: \_\_\_\_\_  
 Individual: \_\_\_\_\_  
 Trade  Auction  Sealed Bids  
 Other Explain \_\_\_\_\_

Commission Order Number 140-2017  
 Date Approve: 3-23-17  
 Signature [Signature]





# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 03/03/2017

FIXED ASSET TAG NUMBER: 00017180

DESCRIPTION: LEXMARK T650DN  
PRINTER LASER MONOCHROME

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED 2010 - POOR

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: RECORDER 1160 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 12-16-09  
ORIGINAL COST \$ 812.91  
ORIGINAL FUNDING SOURCE 2780  
ASSET GROUP 1603

RECEIPT INTO 2800-3836 NR  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE [Signature]

**RECEIVED**

MAR 03 2017

**BOONE COUNTY AUDITOR**

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 03/03/2017

FIXED ASSET TAG NUMBER: 00018552

DESCRIPTION: PLANAR PT191MU  
MONITOR LCD 19 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

**RECEIVED**

MAR 03 2017

**BOONE COUNTY AUDITOR**

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 2-1-14  
ORIGINAL COST \$1.00  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE *Dan*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 03/03/2017

FIXED ASSET TAG NUMBER: 00013852

DESCRIPTION: DELL ULTRASHARP  
MONITOR LCD 19 INCH

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

MAR 03 2017

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: PURCHASED 2003 - POOR

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: AUDITOR 1110

SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 5-6-03  
ORIGINAL COST \$600  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE Daniel K. Atwell

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 03/03/2017

FIXED ASSET TAG NUMBER: 00017843

DESCRIPTION: HP LE1911  
MONITOR LCD 19 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

**RECEIVED**

OTHER INFORMATION: \_\_\_\_\_

MAR 03 2017

CONDITION OF ASSET: PURCHASED 2011

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) ~~WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)~~

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: AUDITOR 1110

SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 12-31-11  
ORIGINAL COST \$126.77  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE *[Signature]*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 03/03/2017

FIXED ASSET TAG NUMBER: 00016334

DESCRIPTION: ACER AL1917WABD  
MONITOR LCD 19 INCH

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

MAR 03 2017

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED 2007

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: AUDITOR 1110 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 11-28-07  
ORIGINAL COST \$192.40  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 03/03/2017

FIXED ASSET TAG NUMBER: 00016335

DESCRIPTION: ACER AL1917WABD  
MONITOR LCD 19 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

**RECEIVED**

OTHER INFORMATION: \_\_\_\_\_

**MAR 03 2017**

CONDITION OF ASSET: PURCHASED 2007

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: AUDITOR 1110 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 11-28-07  
ORIGINAL COST \$192.40  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 NO  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 01/31/2017

FIXED ASSET TAG NUMBER: 00018262

DESCRIPTION: HP LV2311  
MONITOR LCD 23 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: VERY POOR

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: COUNTY COMMISSION<sup>1121</sup> SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 2-22-13  
ORIGINAL COST \$118.14  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE [Signature]

RECEIVED  
FEB 07 2017  
BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 01/30/2017

FIXED ASSET TAG NUMBER: 00014814

DESCRIPTION: HP L1740  
MONITOR LCD 17 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

**RECEIVED**

OTHER INFORMATION: \_\_\_\_\_

FEB 07 2017

CONDITION OF ASSET: NON-WORKING

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT TR DEPT. (circle one) ~~DOES~~/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 4-20-05  
ORIGINAL COST \$319.00  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 Ha  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE [Signature]



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 01/26/2017

FIXED ASSET TAG NUMBER: 00018309

DESCRIPTION: HP COMPAQ 6300  
PC WORKSTATION

RECEIVED

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

JAN 26 2017

OTHER INFORMATION: \_\_\_\_\_

BOONE COUNTY AUDITOR

CONDITION OF ASSET: HARDDRIVE/MEMORY REMOVED

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES  NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: PLANNING & ZONING SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 4-25-13  
ORIGINAL COST \$589.74  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-27-17

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 01/23/2017

FIXED ASSET TAG NUMBER: 00018263

DESCRIPTION: HP LV2311  
MONITOR LCD 23 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: VERY POOR

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1121 COUNTY COMMISSION SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 2-22-13  
ORIGINAL COST \$118.14  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE [Signature]

**RECEIVED**  
JAN 24 2017  
BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 01/23/2017

FIXED ASSET TAG NUMBER: 00018264

DESCRIPTION: HP LV2311  
MONITOR LCD 23 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: VERY POOR

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1121 COUNTY COMMISSION SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 2-22-13  
ORIGINAL COST \$ 118.14  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE *Donna K. Atwell*

**RECEIVED**  
JAN 24 2017  
BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 01/04/2017

FIXED ASSET TAG NUMBER: 00011968

DESCRIPTION: HP LASERJET 4050N  
PRINTER LASER MONOCHROME

RECEIVED

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

JAN 23 2017

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED 1999 - POOR

BOONE COUNTY AUDITOR

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only) NO

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: PROSECUTING ATTORNEY<sup>1201</sup> SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 10-28-99  
ORIGINAL COST \$1,822.14  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE *Donna E. Atwell*

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 1-20-2017

Fixed Asset Tag Number: None

Description of Asset: Retina Systems Interactive 911 call simulator

RECEIVED

JAN 20 2017

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell     Trade-In     Recycle/Trash     Other, Explain:

Other Information (Serial number, etc.): None

Condition of Asset: Old

Reason for Disposition: No longer in use by department

Location of Asset and Desired Date for Removal to Storage: Basement of 600 E. Walnut Street

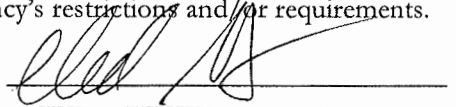
Was asset purchased with grant funding?     YES     NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?     YES     NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701/Joint Communications

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 1190-3836 AP

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer      Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade      \_\_\_\_\_ Auction      \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other      Explain \_\_\_\_\_

Commission Order Number 146-2017

Date Approved 3-23-17

Signature 

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 1-20-2017

Fixed Asset Tag Number: None

Description of Asset: Two GSX-190 Citizen form feed printers with boxes of ribbons

RECEIVED

Requested Means of Disposal:  Sell    Trade-In    Recycle/Trash    Other, Explain:

JAN 20 2017

Other Information (Serial number, etc.): None

BOONE COUNTY AUDITOR

Condition of Asset: Old

Reason for Disposition: No longer in use by department

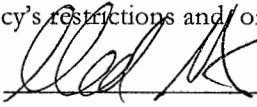
Location of Asset and Desired Date for Removal to Storage: Basement of 600 E. Walnut Street

Was asset purchased with grant funding?    YES    NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?    YES    NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701/Joint Communications

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer      Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade      \_\_\_\_\_ Auction      \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other      Explain \_\_\_\_\_

Commission Order Number 140-2017

Date Approved 3-23-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

*Complete, sign, and return to Auditor's Office*

Date: 1-26-17

Fixed Asset Tag Number: 12614

Description of Asset: GESTETNER Copier

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): serial number 9860269

Condition of Asset: Poor

Reason for Disposition: Item no longer used/needed

**RECEIVED**

JAN 27 2017

**BOONE COUNTY AUDITOR**

Location of Asset and Desired Date for Removal to Storage: Collector's office, remove ASAP

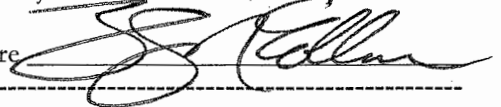
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1150 Collector

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date 9-9-99

G/L Account for Proceeds 1190-3835 NA

Original Acquisition Amount \$5,825.55

Original Funding Source 2731

Account Group 1601

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 140-2017

Date Approved 3-23-17

Signature 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 9-23-16 FIXED ASSET TAG NUMBER: No Tags

DESCRIPTION: Box of Keyboards (5) Floppy Drives (15) CD Drives (14)

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION:

**RECEIVED**

CONDITION OF ASSET:

SEP 26 2016

REASON FOR DISPOSITION: Non-working

BOONE COUNTY AUDITOR

COUNTY / COURT IT DEPT. (check one)  DOES /  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff 1251 SIGNATURE: Judy

**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA RECEIPT INTO 1190-3836 HR  
ORIGINAL COST \_\_\_\_\_ GRANT FUNDED (Y/N) \_\_\_\_\_  
ORIGINAL FUNDING SOURCE \_\_\_\_\_ GRANT NAME \_\_\_\_\_  
AGENCY \_\_\_\_\_  
ASSET GROUP \_\_\_\_\_ DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_  
TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_  
LOCATION WITHIN DEPARTMENT \_\_\_\_\_  
INDIVIDUAL \_\_\_\_\_  
\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS  
\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 9-23-17

SIGNATURE [Signature]



# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: October 7, 2016

Fixed Asset Tag Number: 13305

**RECEIVED**

Description of Asset: Norcon 2-way electronic communicator

OCT 07 2016

**BOONE COUNTY AUDITOR**

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Fair, was working when removed from office windows

Reason for Disposition: remodel of collector's office

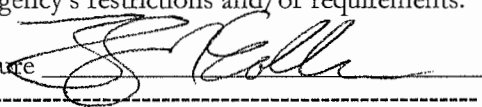
Location of Asset and Desired Date for Removal to Storage: Room 123 of Gov Center

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1150

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date 3-14-02

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount \$1,099.00

Original Funding Source 2731

Account Group 1604

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 140-2017

Date Approved 3-23-17

Signature 

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: October 7, 2016

Fixed Asset Tag Number: 13306

**RECEIVED**

Description of Asset: Norcon 2-way electronic communicator

OCT 07 2016

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

**BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.):

Condition of Asset: Fair, was working when removed from office windows

Reason for Disposition: remodel of collector's office

Location of Asset and Desired Date for Removal to Storage: Room 123 of Gov Center

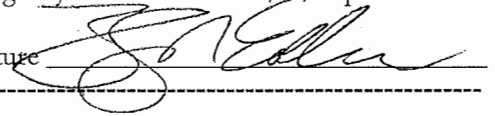
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1150

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date 3-14-02

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \$1,099.00

Original Funding Source 2731

Account Group 1604

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

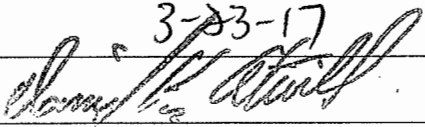
Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 140-2017

Date Approved 3-23-17

Signature 

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: October 7, 2016

Fixed Asset Tag Number: 13307

**RECEIVED**

Description of Asset: Norcon 2-way electronic communicator

OCT 07 2016

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

**BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.):

Condition of Asset: Fair, was working when removed from office windows

Reason for Disposition: remodel of collector's office

Location of Asset and Desired Date for Removal to Storage: Room 123 of Gov Center

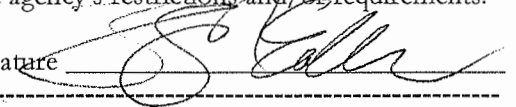
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1150

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date 3-14-02

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount \$1,099.00

Original Funding Source 2731

Account Group 1604

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

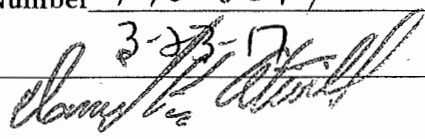
Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 140-2017

Date Approved 3-23-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/2/2016

Fixed Asset Tag Number: No tag

Description of Asset: Wireless mouse & key board

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

RECEIVED

Other Information (Serial number, etc.):

NOV 03 2016

Condition of Asset: Does not work

BOONE COUNTY AUDITOR

Reason for Disposition: Does not work

Location of Asset and Desired Date for Removal to Storage: Resource Management office, budget administrator cube

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2045-Design & Construction

Signature

*[Handwritten Signature]*

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 2045-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 140-2017

Date Approved

*[Handwritten Signature]* 3-23-17

Signature

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 12/20/2016

FIXED ASSET TAG NUMBER: 00018683

DESCRIPTION: LEXMARK MS310DN  
PRINTER LASER MONOCHROME

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED NOV 2013

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IF DEPT. (circle one) ~~DOES/DOES NOT~~ (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: PROSECUTING ATTORNEY<sup>1261</sup> SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 12-19-13  
ORIGINAL COST 556.32  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HR  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE [Signature]

RECEIVED

DEC 21 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 12/22/2016

FIXED ASSET TAG NUMBER: 00011966

DESCRIPTION: HP LASERJET 4050N  
PRINTER LASER MONOCHROME

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

DEC 23 2016

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: PURCHASED 1999 - POOR

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) ~~DOES~~/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES  NO   
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: PROSECUTING ATTORNEY<sup>1261</sup> SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 10-28-99  
ORIGINAL COST \$1,822.14  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 X19

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_ TRADE \_\_\_ AUCTION \_\_\_ SEALED BIDS

\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 12/22/2016

FIXED ASSET TAG NUMBER: 00014195

DESCRIPTION: LEXMARK T630N  
PRINTER LASER MONOCHROME

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

DEC 22 2016

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: PURCHASED 2003 - POOR

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) ~~DOES~~/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: PROSECUTING ATTORNI SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 10-23-03  
ORIGINAL COST \$2,088.00  
ORIGINAL FUNDING SOURCE 2-731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 AC  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 12/28/2016

FIXED ASSET TAG NUMBER: 00018688

DESCRIPTION: LEXMARK MS310DN  
PRINTER LASER MONOCHROME

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED 2013 - POOR

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is ~~applicable to computer equipment only~~)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 12-19-13  
ORIGINAL COST 491.74  
ORIGINAL FUNDING SOURCE 2746  
ASSET GROUP 1603

RECEIPT INTO 2550-3836 HA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 12-23-17

SIGNATURE [Signature]

**RECEIVED**  
DEC 30 2016  
BOONE COUNTY AUDITOR



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 12/28/2016

FIXED ASSET TAG NUMBER: 00016726

DESCRIPTION: LEXMARK T640N  
PRINTER LASER MONOCHROME

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

DEC 30 2016

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: PURCHASED 2009 - POOR

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF 1251 SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 3-6-09  
ORIGINAL COST \$ 970.16  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 12/28/2016

FIXED ASSET TAG NUMBER: 00018441

DESCRIPTION: LEXMARK T430DN  
PRINTER LASER MONOCHROME

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

DEC 30 2016

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: PURCHASED 2013 - POOR

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only) NO

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: INFORMATION TECHNOL SIGNATURE: *Judy*

### AUDITOR

ORIGINAL PURCHASE DATE 6-29-06  
ORIGINAL COST 947.56  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 AKC  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 12-23-16

SIGNATURE *[Signature]*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 12/28/2016

FIXED ASSET TAG NUMBER: 00015524

DESCRIPTION: LEXMARK T430DN  
PRINTER LASER MONOCHROME

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED 2006 - POOR

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only) NO

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 6-29-06  
ORIGINAL COST 947.56  
ORIGINAL FUNDING SOURCE 2-731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE [Signature]

RECEIVED

DEC 30 2016

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 02/28/2017

FIXED ASSET TAG NUMBER: 00013791

DESCRIPTION: DELL ULTRASHARP  
MONITOR LCD 19 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: POOR - PURCHASED IN 2003

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: PLANNING & ZONING<sup>1710</sup> SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 3-6-03  
ORIGINAL COST \$1.00  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE [Signature]

**RECEIVED**

**FEB 28 2017**

**BOONE COUNTY AUDITOR**

CAPITAL

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 2-21-17

Fixed Asset Tag Number: 14005

**RECEIVED**

Description of Asset: ASC Marathon Pro voice logging system

FEB 21 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

**BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.): S/N = 00875

Condition of Asset: Old

Reason for Disposition: No longer in use by department

Location of Asset and Desired Date for Removal to Storage: Basement of 600 E. Walnut Street / 2-21-17

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701/Joint Communications

Signature: [Signature]

**To be Completed by: AUDITOR**

Original Acquisition Date 4-22-03

G/L Account for Proceeds 2701-3835 NA

Original Acquisition Amount \$ 25,829.08

Original Funding Source 2772

Account Group 1604

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_ Trade \_\_\_ Auction \_\_\_ Sealed Bids

\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 140-2013

Date Approved 3-23-17

Signature [Signature]

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 2-21-17

Fixed Asset Tag Number: None

RECEIVED

FEB 21 2017

Description of Asset: Dictaphone Recorder Model 32251-032

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): S/N = 337715

Condition of Asset: Old

Reason for Disposition: No longer in use by department

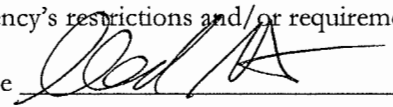
Location of Asset and Desired Date for Removal to Storage: Basement of 600 E. Walnut Street / 2-21-17

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701/Joint Communications

Signature: 

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 2701 3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

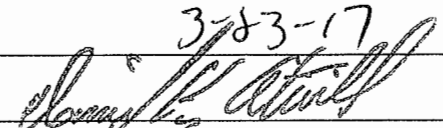
Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 140-2017

Date Approved 3-8-17

Signature: 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 02/22/17

Fixed Asset Tag Number: No Tags

Description of Asset: Miscellaneous Cables - Displayport cables, TypeA-TypeB USP cables, VGA cables, RCA cable and DVI-D-DVI-D Cable.

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

RECEIVED

Other Information (Serial number, etc.): N/A

FEB 22 2017

Condition of Asset: Good.

BOONE COUNTY AUDITOR

Reason for Disposition: No longer needed.

Location of Asset and Desired Date for Removal to Storage: ASAP - In GC Room 123.

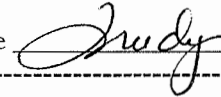
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1170 - Information Technology

Signature



**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 1190-3836 *HR*

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 140-2017

Date Approved 3-23-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 2-9-17

Fixed Asset Tag Number: 14378

Description of Asset: GE - DIGITAL VIDEO RECORDER

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

RECEIVED

Other Information (Serial number, etc.): D500-ZT92-410980

FEB 10 2017

Condition of Asset: Functional - HARD DRIVES REMOVED.

BOONE COUNTY AUDITOR

Reason for Disposition: Replaced

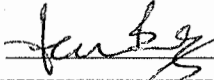
Location of Asset and Desired Date for Removal to Storage: GOV. CTR. Rm <sup>228</sup> ~~228~~, any date

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: FM-Security 6103

Signature: 

**To be Completed by: AUDITOR**

Original Acquisition Date: 2-26-04

G/L Account for Proceeds: 1190-3835 HA

Original Acquisition Amount: \$6,929.30

Original Funding Source: 2744

Account Group: 1604

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade Auction Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number: 140-2017

Date Approved: 3-23-17

Signature: 



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 03/09/2017

FIXED ASSET TAG NUMBER: 00014288

DESCRIPTION: SHARP LLT19D1-B  
MONITOR LCD 19 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: PURCHASED 2011 - POOR

REASON FOR DISPOSITION: NO LONGER NEEDED

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: INFORMATION TECHNOL SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 12-31-03  
ORIGINAL COST \$692.97  
ORIGINAL FUNDING SOURCE 2772  
ASSET GROUP 1603

RECEIPT INTO 2701-3836 NO  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE [Signature]

**RECEIVED**

**MAR 10 2017**

**BOONE COUNTY AUDITOR**

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 03/10/2017

FIXED ASSET TAG NUMBER: 00015438

DESCRIPTION: HP L1740  
MONITOR LCD 17 INCH

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) ~~DOES~~/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: PROSECUTING ATTORNEY<sup>1261</sup> SIGNATURE: Judy

### AUDITOR

ORIGINAL PURCHASE DATE 5-5-06  
ORIGINAL COST \$290.00  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 NA  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-8-17

SIGNATURE [Signature]

**RECEIVED**

MAR 10 2017

**BOONE COUNTY AUDITOR**

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 03/08/2017

FIXED ASSET TAG NUMBER: 00013732

DESCRIPTION: LEXMARK T520N  
PRINTER LASER MONOCHROME

**RECEIVED**

**MAR 08 2017**

REQUESTED MEANS OF DISPOSAL: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: PURCHASED 2002 - POOR

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT IT DEPT. (circle one) ~~DOES~~/DOES NOT (circle one) ~~WISH TO TRANSFER THIS ITEM FOR ITS OWN USE~~ (this item is applicable to computer equipment only) ~~\_\_\_\_\_~~

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP - In GC Room 123

WAS ASSET PURCHASED WITH GRANT FUNDING? YES ~~NO~~  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1170 INFORMATION TECHNOLOGY SIGNATURE: 

### AUDITOR

ORIGINAL PURCHASE DATE 7-2-02  
ORIGINAL COST \$2,223.42  
ORIGINAL FUNDING SOURCE 2731  
ASSET GROUP 1603

RECEIPT INTO 1190-3836 HR  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

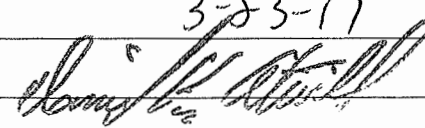
INDIVIDUAL \_\_\_\_\_

\_\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 140-2017

DATE APPROVED 3-23-17

SIGNATURE 

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

23rd

day of

March

20

17

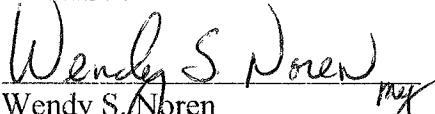
the following, among other proceedings, were had, viz:

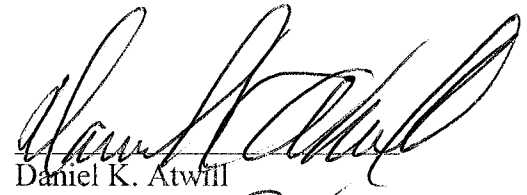
Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Two to 201314300 – Offender Monitoring Products, Services and Solutions.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two regarding Offender Monitoring Products, Services and Solutions.

Done this 23rd day of March, 2017.

ATTEST:

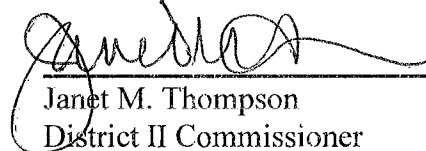
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

141-2017

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



613 E. Ash St., Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPB, CPPO  
**DATE:** March 8, 2017  
**RE:** Amendment Number Two – 201314300 – *Offender Monitoring Products, Services and Solutions*

Contract 201314300 – *Offender Monitoring Products, Services and Solutions* was approved by commission for award to BI Incorporated of Boulder, Colorado on July 24, 2014, commission order 360-2014. This amendment clarifies the spare units in inventory. There is no charge for three TAD Cellular HomeBase Units. For any inactive units in excess of the three spares, a spare charge per unit per day is applicable.

Invoices will be paid from department 1210 – Circuit Court Services and 1241 – Juvenile Office, account 71600 – Equipment Leases & Meter Charge.

cc: Brandon Walker, Court Administration  
Contract File

141-2017

AMENDMENT NO. 2

TO THE  
PURCHASE AGREEMENT FOR OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS  
AGREEMENT NO. 201314300 ("Agreement")  
BETWEEN  
BI INCORPORATED ("BI" or "Contractor")  
AND  
BOONE COUNTY, MISSOURI ("County" or "Agency")

This Amendment is entered into by and between County and Contractor.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree to amend the above-referenced Agreement as follows:

In Schedule A, Section 3, the One (1) TAD Cellular HomeBase Unit No-charge Spare paragraph is deleted and replaced with the following:

**Three (3) TAD Cellular HomeBase Unit No-charge Spares:** Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to, but not to exceed, 3 active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 3 unit spare allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, by signing below County and Contractor have caused this Amendment to be effective as of the latest date set forth below.

**BI INCORPORATED**

By: Jack Waldo  
Title: Divisional Vice President  
Date: 3/13/2017

**BOONE COUNTY, MISSOURI**

By: Boone County Commission  
Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

**APPROVED AS TO FORM:**

[Signature]  
County Counselor

**ATTEST:**

Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

1210/1241 – 71600 – Term & Supply

Gene Pitchford by HA - NO Encumbrance Required 3-15-17  
Signature Date Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of March

20 17

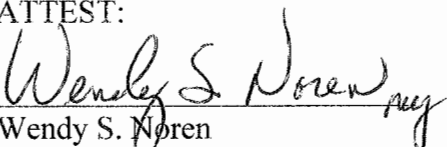
the following, among other proceedings, were had, viz:


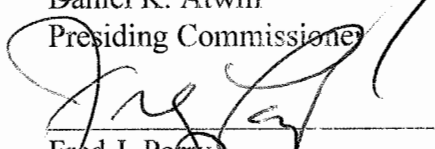
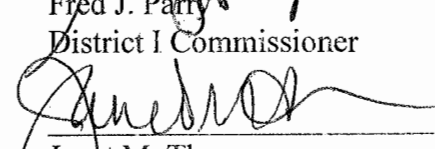
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation Cooperative Contract 3-150723TV to purchase one (1) new Eager Beaver 20-Ton Trailer from Machine Maintenance, Inc. d/b/a Luby Equipment Services of Fenton, MO.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 23rd day of March, 2017

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Fred J. Parry  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

142-2017

# Boone County Purchasing

Phil Fichter  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Phil Fichter  
DATE: March 16, 2017  
RE: **3-150723TV – Eager Beaver 20 Ton Trailer**

Public Works requests permission to purchase one (1) new Eager Beaver 20 Ton Trailer from Machine Maintenance, Inc. d/b/a Luby Equipment Services located in Fenton Missouri utilizing MODOT Cooperative Contract 3-150723TV.

Cost of contract is \$20,150.00 and will be paid from department 2040 – PW Maintenance Operations, account 91300 – New Equipment.

The 2017 budgeted amount is \$22,000. This is a new purchase and there will be no disposal form for replacement machinery or equipment.

cc: Greg Edington - PW  
Contract File



**PURCHASE AGREEMENT  
FOR  
EAGER BEAVER 20XPT 20 TON TAG TRIALER**

**THIS AGREEMENT** dated the 23<sup>rd</sup> day of March 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Machine Maintenance, Inc. d/b/a/ Luby Equipment Services located in Fenton Missouri**, 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 one (1) new **Eager Beaver 20XPT 20 Ton TAG Trailer with Air Brakes, Machine Maintenance, Inc. d/b/a/ Luby Equipment Services**. quoted 2/14/2017, the Missouri Department of Transportation Contract **3-150723TV** with any addendums and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract **3-130326RW** and Boone County Standard Terms and Conditions 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) new **Eager Beaver 20XPT 20 Ton TAG Trailer with Air Brakes** as follows:

	<u>Unit Price</u>
<b>Eager Beaver 20XPT 20 Ton TAG Trailer</b>	<b>\$ 19,650.00</b>
<ul style="list-style-type: none"> <li>• E.B. Black Paint</li> <li>• Decals on Trailer</li> <li>• Oak Wood</li> <li>• 8'6" Wide</li> <li>• One piece solid cast steel (adjustable)lunette eye and flange mount 5R/side</li> <li>• Wood wheel paths</li> <li>• Wood center beavertail</li> <li>• ABX system W spring brakes</li> <li>• Hutch H9700, 3 leaf, 50,000 Cap.</li> <li>• Hub-piloted</li> <li>• Steel wheels inside and outside</li> <li>• 215/75R17.5H tires</li> <li>• 2 speed jack, standard placement</li> <li>• 20 ton wood filled ramps – not tapered</li> <li>• Standard springs</li> </ul>	
<b>Option Package</b>	
<b>One foot – extended flat deck (20 feet total)</b>	<b>\$ 325.00</b>
<b>Lockable Tool box with Lid in Drawbar</b>	<b>\$ 175.00</b>
<b>Total</b>	<b>\$ 20,150.00</b>

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 60 - 90 days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Tom Bass Rd., Columbia, MO 65201.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the 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 of an accurate statement. 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:

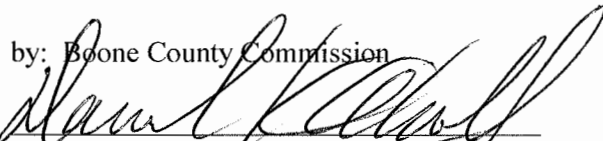
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

**MACHINE MAINTENANCE, INC.**  
d/b/a **LUBY EQUIPMENT SERVICES**

by \_\_\_\_\_  
title VP- (CO)

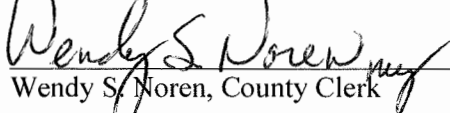
**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

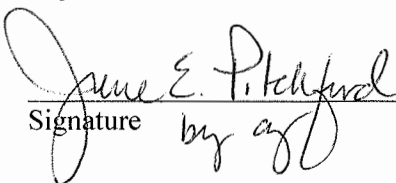
APPROVED AS TO FORM:

  
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.)

  
Signature by ag

3/17/17  
Date

2040-91300 - \$ **20,150.00**

Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



02/14/2017

Boone County Public Works  
5551 Highway 63 South  
Columbia, Mo. 65201

Greg Edington,

Thank you for the opportunity to quote the following for your consideration.  
One new Eager Beaver Trailer – **MODOT Bid number 3-150723TV.**

**One New 20XPT 20 TON TAG TRAILER WITH AIR BRAKES**

- E.B. BLACK PAINT (STD)
- DECALS ON TRAILER (STD)
- OAK WOOD (STD)
- 8'6" WIDE (STD)
- ONE PIECE SOLID CAST STEEL (ADJUSTABLE) LUNETTE EYE & FLANGE MOUNT
- 5 R/SIDE (3 SRAIL, 2 BTAIL)
- WOOD WHEEL PATHS
- WOOD CENTER BEAVERTAIL
- ABS SYSTEM W/SPRING BRAKES (STD)
- HUTCH H9700, 3 LEAF, 50,000 CAP.
- HUB-PILOTED (STANDARD)
- STEEL WHEELS (STD)-INSIDE
- STEEL WHEELS (STD)-OUTSIDE
- STD. 215/75R17.5H
- 2 SPEED JACK, STANDARD PLACEMENT
- 20 TON WOOD FILLED RAMPS – NOT TAPERED
- STANDARD SPRINGS
- \*STD RAMPS WOOD OR LADDER\*
- \*STD COLORS BLK, BLUE, YELLOW\*

**TOTAL MODOT BID PRICE** **\$19,650.0**

**Dealer Options - ADDED**

- **One foot - extend flat deck (20 feet total)** **\$325.00**
- **Lockable Tool Box with Lid in Drawbar** **\$175.00**

**TOTAL SELLING PRICE F.O.B. DELIVERED TO YOUR LOCATION** **\$20,150.00**

- **Price does not include Federal Excise Tax or Sales Tax if applicable**

Tom Schaedler  
Luby Equipment Services



**Missouri Department of Transportation  
 Bid Tabulation of Request 3-150723TV Trailers  
 Opened on 07/23/15  
 Multiple Award  
 1st Renewal**

**Item # 4 - Tandem Axle Tag Trailers - (40,000 lb rating)**

<b>Vendor</b>	<b>Make/Model</b>	<b>Price</b>	<b>MSRP</b>	<b>Delivery ARO</b>
Holden Industries Inc	Holden HCZ40KT	\$ 18,058.00	33%	90-120 days
Transwest Truck Trailer RV	Trail King TK40LP	\$ 18,258.83	12%	70 days
Trail King Industries	Trail King TK40LP	\$ 18,291.06	-	120 days
Luby Equipment	Towmaster T-40	\$ 18,500.00	0%	75-90 days
Landoll Corporation	Landoll L4024	\$ 18,738.30	21 + 5	120 days
Luby Equipment	Eager Beaver 20XPT	\$ 19,650.00	0%	60-90 days
Pat Kelly Equipment Co	Interstate 40DLA	\$ 19,784.00	10%	60 days
CSH Trailers	Trail-EZE TE40R	\$ 20,285.00	0%	150 days

No Bid:

G.W. Van Keppel Co



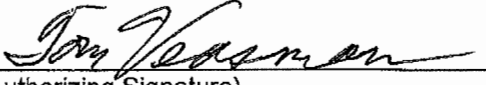
105 West Capitol Avenue  
 P.O. Box 270  
 Jefferson City, Missouri 65102

Missouri Department of Transportation  
 Roberta L. Broeker, Interim Director

573.751.2551  
 Fax: 573.751.6555  
 1.888.ASK.MODOT (275.6636)

**ADDENDUM 001  
 TRAILERS  
 Request for Bid 3-150723TV**

Bidders should acknowledge receipt of Addendum 001 (ONE) by **signing** and **including it** with the original bid. The due date for receipt of bids remains **unchanged** by this Addendum. Accordingly, the following clarifications are believed to be of general interest to all potential bidders. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)	Name and Title of Department Authority  Name: Tom Veasman Title: Sr. General Services Specialist
Contractor/Bidder Signature  (Signature of person authorized to sign)	Department of Transportation   (Authorizing Signature)
Date Signed:	Date Signed: July 13, 2015

**ITEM #1 -MINIMUM 20-TON TILT EQUIPMENT TRAILER (SPECIFICATION E-820)**

Insert the following language in the Specifications for ITEM #1:  
**HITCH:** Six feet (6') from front of deck to the pintle eye.

Remove language for AXLES from the Specifications for ITEM #1 of the Request for Bid and replace with language below to increase axle capacity from 20,000 to 25,000 lbs.:  
**AXLES:** (2) 25,000 lb. capacity. Axles should have a minimum width of eighty six (86) inches from the outside edge of the tire tread on one side of the trailer to the outside edge of the tire tread on the opposite side.

Remove language for PAINT COLOR from the Specifications for ITEM #1 of the Request for Bid and replace with language below:  
**PAINT (2-part polyurethane) or POWDER COAT:** Standard manufacturer colors. Trailer shall be painted prior to installation of decking.

## **ITEM #2 - MINIMUM 35-TON LOWBOY EQUIPMENT TRAILER (SPECIFICATION E844)**

Remove language for GOOSENECK from the Specifications for ITEM #2 of the Request for Bid and replace with language below:

**GOOSENECK:** *Detachable* gooseneck shall have a minimum length of 10'.

Remove language for MAIN FRAME DESIGN and CROSSMEMBERS BEAMS from the Specifications for ITEM #2 of the Request for Bid and replace with language below:

**MAIN FRAME DESIGN:** All high tensile steel I-beam mainframe. Cross members may be tube or I-beam.

Remove language for CYLINDERS from the Specifications for ITEM #2 of the Request for Bid and replace with language below:

**CYLINDERS:** Sized appropriate to attach/detach gooseneck at full load using hydraulic power from truck.

Remove language for SUSPENSION from the Specifications for ITEM #2 of the Request for Bid and replace with language below:

**SUSPENSION:** Shall be air ride with raise and lowering valve.

Remove language for POWDER COAT COLOR from the Specifications for ITEM #2 of the Request for Bid and replace with language below:

**PAINT (2-part polyurethane) or POWDER COAT:** Standard manufacturer colors. Trailer shall be painted prior to installation of decking.

Insert the following language in the Specifications for ITEM #2:

**WHEEL COVERS:** Must provide flush wheel covers on all axles

**GOOSENECK FENDERS OVER TRUCK TIRES:** Not required for ITEM #2. MoDOT may add as optional equipment at time of order.

## **ITEM # 3 50-TON HYDRAULIC DETACHABLE GOOSENECK EQUIPMENT TRAILER**

Remove language for PAINT from the Specifications for ITEM #3 of the Request for Bid and replace with language below:

**PAINT (2-part polyurethane) or POWDER COAT:** Standard manufacturer colors. Trailer shall be painted prior to installation of decking.

## **ITEM # 4 TAG TRAILERS**

Insert the following language in the Specifications for ITEM #4:

**Paint (2-part polyurethane) or Powder Coat:** Standard manufacturer colors. Trailer shall be painted prior to installation of decking.



**REQUEST FOR  
BID (RFB) FORM**

**MAILING ADDRESS:  
MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES, P.O. BOX 270  
JEFFERSON CITY, MO 65102**

REQUEST NO.	3-150723TV
DATE	June 29, 2015

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF THIS RFB WILL BE RECEIVED AT THIS OFFICE UNTIL

**2:00 PM LOCAL TIME; July 23, 2015**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES. SIGN AND RETURN BEFORE TIME SET FOR OPENING.

**BIDS TO BE BASED F.O.B.  
MISSOURI DEPARTMENT OF TRANSPORTATION**

Various End User Delivery Locations

**BUYER:** Tom Veasman **EMAIL:** [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov)

**BUYER TELEPHONE:** 573-522-4404

The purpose of this Request For Bids (RFB) is to establish contracts to furnish **Trailers** in accordance with the following pages. The pricing being solicited under this RFB is for bids to be rendered to the Missouri Highways and Transportation Commission (hereinafter, "MHTC" or "Commission"), acting by and through its operating arm, the Missouri Department of Transportation (hereinafter, "MoDOT").

**Notice to Vendors**

This Request For Bid seeks bids from qualified vendors to furnish trailers. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109 until 2:00 p.m., July 23, 2015. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov), or electronically download them at no charge from:

<http://www.modot.mo.gov/business/surplus/Fleet%20Buyers%20Web%20Page/Multimodal.htm>.

Bids must be made on forms using the format provided by the Commission. The Commission reserves the right to reject any or all bids and to waive irregularity in the bids and the bidding. No bid may be amended or withdrawn after the stated deadline for submitting the bid.

**Written Questions:** All written questions must be addressed to Tom Veasman no later than 2:00 p.m., Local Time, Wednesday, July 15, 2015 at the following mailing address: Missouri Dept. of Transportation, General Services Procurement Unit, P.O. Box 270, Jefferson City, MO 65102-0270 or by e-mail to [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov). Any questions received after this deadline will not be accepted. MoDOT may issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: <http://www.modot.mo.gov/business/surplus/Fleet%20Buyers%20Web%20Page/Multimodal.htm> in the form of a written addendum. It is anticipated this addendum will be issued on Thursday, July 16, 2015. It is the sole responsibility of the Bidder to check for any and all addendums throughout the Bid process.

**(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)**

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein.

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Federal I.D. No.** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_

**Is your firm MBE certified?**  Yes  No

**Title:** \_\_\_\_\_  
**Is your firm WBE certified?**  Yes  No

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **trailers** to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CDT, July 23, 2015.**

#### **RFB COORDINATOR:**

**Tom Veasman, Senior General Services Specialist**

#### **MAILING ADDRESS:**

**Missouri Department of Transportation  
P. O. Box 270  
Jefferson City, MO 65102  
Attn: Tom Veasman**

#### **PHYSICAL ADDRESS:**

**Missouri Department of Transportation  
General Services Division  
830 MoDOT Drive  
Jefferson City, MO 65109**

Note that submission of bids to the above **mailing address** must go through MoDOT's mail room and will require additional time to arrive at 830 MoDOT Drive.

**PHONE: 573-522-4404**

**FAX: 573-526-6948**

### 1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of trailers as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
  - 2) Scope of Work
  - 3) Bid Submission
  - 4) Pricing Pages/Specifications
  - 5) Vendor Information and Preference Certification Form
  - 6) Cooperative Purchasing Form
  - 7) Anti-Collusion Statement
  - 8) Terms and Conditions

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The vendor shall provide **trailers**, to the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The vendor shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee that any unit(s) will be ordered.
- 2.1.4 Unless otherwise specified herein, the vendor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities.

**2.2 Required Specifications:** All equipment bids must comply with the attached MoDOT Specifications, and any other provisions outlined in the solicitation documents. Any deviation from these specifications must be indicated for review, or else bid may be considered non-responsive.

### 2.3 Delivery Requirements:

2.3.1 The following delivery requirements shall apply:

- a. Unless otherwise specified on the solicitation documents or purchase order, vendors shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. No vehicles will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the unit, the vendor agrees to pay all transportation charges on the unit as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the vendor direct to the railroad or carrier.

2.3.2 The vendor shall deliver the products specified herein to the following MoDOT locations:

- a. St. Joseph, Missouri 64502
- b. Macon, Missouri 63552
- c. Hannibal, Missouri 63401
- d. Lee's Summit, Missouri 64064-8002
- e. Jefferson City, Missouri 65102
- f. Chesterfield, Missouri 63017-5712
- g. Joplin, Missouri 64802
- h. Springfield, Missouri 65801
- i. Willow Springs, Missouri 65793
- j. Sikeston, Missouri 63801
- k. Other locations as may be required

l. Hereinafter, each location shall be also referred to as "individual delivery destination".

## **2.4 Invoicing and Payment Requirements:**

- 2.4.1 The vendor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.4.2 Each invoice should be itemized in accordance with items listed on the purchase order. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.4.3 The vendor shall be paid in accordance with the firm, fixed prices stated on the pricing pages of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever.
- 2.4.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.4.6 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to MoDOT's rejection and shall be returned at the vendor's expense.
- 2.4.7 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

## **2.5 Other Award Requirements:**

- 2.5.1 Award Period - The award period shall commence from the date of award until July 31, 2016, with up to three (3) one-year renewal option periods, or any portion therein.
- 2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the vendor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.5.3 Escalation Clause - In the event the vendor requests a price increase during either the original award period or any award renewal period, the vendor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the vendor's written request and documentation, and decide if a price increase is to be granted at that particular time. The vendor shall understand and agree that MoDOT's decision shall be final and without recourse.
  - a. No price increase shall be granted during the first 3 months of the original award period, or if applicable, the first 3 months of an award renewal period.
  - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current award value (original value plus past approved escalations).
- 2.5.4 Inspection and Acceptance: MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.
  - a. No equipment, supplies, and/or services received by MoDOT pursuant to an award shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the vendor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. MoDOT reserves the right to return any such rejected shipment at the vendor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. MoDOT's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal or equitable remedies that MoDOT may have.

2.5.5 NET DELIVERED FIRM PRICE - the unit(s) shall be delivered complete and ready for use to the delivery destinations.

2.5.6 Training – Trailers purchased by MoDOT shall have the minimum vendor training supplied as outlined below:

- a. Training shall take place at each district where equipment is delivered or at an off-site location at the vendor's expense. A qualified service technician or mechanic shall conduct the training. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance. The vendor shall supply training within one month of delivery and acceptance. The vendor shall supply all training materials.
- b. Operator manuals must be hard copy and supplied with each individual unit. Repair manuals may be hard copy or electronic (CD or flash drive).
- c. All vendors shall provide a telephone number for technical assistance, manned during normal working hours (8AM to 4PM).
- d. A complete list or catalog describing all available training materials related to the items you are bidding should be included in your bid.

**2.6 Equipment Trade-In Allowance:**

- a. If equipment trade-ins are offered as an option, the trade-in(s) must be negotiated between the District, Division and vendor.
- b. The vendor must be currently under contract with MoDOT.
- c. It will be the responsibility of the vendor to examine the condition of the equipment offered for trade. The vendor must not impose any mandatory requirements or restrictions on equipment disposal.
- d. If the value offered is less than the Division's pre-established minimum price, the Division and District must both approve the trade in value.
- e. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. Trade-in(s) will not be available until the receipt and acceptance of the new equipment unless agreed upon by the District.

**Trade-In Worksheet Example:**

<b>Make/Model of New Equipment:</b>
<b>Full Purchase Price: \$</b>
<b>Make/Model of Trade-In:</b>
<b>Less Trade-In (Deduct): \$</b>
<b>Net Purchase Price: \$</b>

**2.7 Equipment Refurbishments:** If equipment refurbishments are available, the refurbishment(s) must be negotiated between the district and vendor. The vendor must be currently under contract with MoDOT. It will be the responsibility of the vendor to examine the condition of the equipment offered for refurbishment. The districts must keep accurate records verifying the process.

**3. BID SUBMISSION**

**3.1 Bid Submission Information:**

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “**3-150723TV Trailers**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The vendor may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been withdrawn, modified or corrected accordingly. No bid may be withdrawn, modified or corrected after the date and time specified for the opening of bids.

**3.1.4 Open Competition / Request For Bid Document:**

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the vendor to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Vendors are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Award:

- a. This is a Multiple Award bid and there will be no 'one' vendor awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. After determination of award, individual delivery destination's shall use the following criteria to determine the "lowest and best" bid based on model features, price, warranty, service, delivery timeline, location of servicing dealers, past performance of servicing dealers, and information, facts, and recommendations gained from the vendor. Selection of a **trailer** will not be made solely based on low price.
- b. The vendor must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.
- c. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for bid results.

#### 4. Pricing Pages/Specifications

**Item # 1 20-Ton Tilt Equipment Trailer**, meeting the attached MoDOT specification E820, **NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL \_\_\_\_\_ EACH \$ \_\_\_\_\_

Vendors may submit a list of trailer options with detailed pricing information along with any available literature for each make/model. Please indicate below the percent (%) of discount off Manufacturer's Suggested Retail Prices (MSRP) for all trailer options available in your data book or pricing guides.

*% discount off MSRP for all Data Book or Pricing Guide Options Available on this Trailer: \_\_\_\_\_%*

Delivery will be made \_\_\_\_\_ days after receipt of order.

Warranty Information: Vendors should include standard warranty with bid.

#### MISSOURI DEPARTMENT OF TRANSPORTATION

#### **ITEM #1 -MINIMUM 20-TON TILT EQUIPMENT TRAILER (SPECIFICATION E-820)**

The intent of this specification is to secure a trailer suitable for transportation equipment at over-the-road speeds up to 70 M.P.H. and one that will allow one person to easily load and unload equipment.

**MODEL:** Minimum 20 ton, 35' long tilt equipment trailer, Dual axle; and a deck rating of 40,000 lbs. 30' main deck length with an 8 degree load angle.

**WIDTH:** 102 inches.

**WINCH:** Hydraulic, 12,000 lbs.

**WHEELS. / TIRES:** (8) 6.75 x 17.5 disc pilot mounted. Tires – Minimum 16 ply, size to be specified by manufacturer to meet load rating.

**PLATFORM:** Apitong or 1 ½" or 2" hardwood oak. Steel over wheel area. Hydraulic approach ramp. Two bolt action deck locks.



**APPROACH PLATE:** 10'' Knife edge ¼'' steel approach plate. Under ride protection to meet Federal and DOT regulations.

**LANDING GEAR:** Pin drop

**SUSPENSION:** H-9700 spring. 50,000 lb capacity.

**BRAKES:** 12-1/4'' x 7 ½'' with S-cam air auto slack adjusters, ABS, spring brakes and outboard drums.

**AXLES:** (2) 20,000 lb capacity. Axles should have a minimum width of eighty six (86) inches from the outside edge of the tire tread on one side of the trailer to the outside edge of the tire tread on the opposite side.

**HYDRAULIC KIT:** Set to run off the PTO (Wet kit not included).

**AIR/ELECTRICAL:** ICC DOT sealed LED lights and reflector kit.

**DECK HEIGHT:** 37 inches maximum.

**MAIN FRAME DESIGN:** All high tensile steel I-beam mainframe and cross members.

**CAPACITY:** Minimum 40,000 lbs. payload.

**TIE DOWNS:** Stake pockets on 2' centers with rub-rail.

**SAFETY CHAINS:** ½ '' with hooks.

**TONGUE JACK:** 16,000 lb. 2 speed.

**CYLINDERS:** One tilting cylinder, one sliding cylinder.

**PINTLE HITCH:** 3'' ID adjustable.

**LIGHTS:** ICC DOT Approved - LED – 10 year warranty.

**WIRING HARNESS:** Manufacturer's standard sealed system with 7 year warranty.

**PAINT COLOR:** 2-part polyurethane, standard black or white.

**MISCELLANEOUS:**

All items appearing in Manufacturer's published literature and specifications as standard are assumed to be included in bidders proposal.

The Missouri Department of Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the commission.

**\*\*\*\*ANY EXCEPTIONS TO THE ABOVE SPECS MUST BE NOTED ON A SEPARATE DOCUMENT\*\*\*\***

**Item # 2 35-Ton Lowboy Equipment Trailer**, meeting the attached MoDOT specification E844, **NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL \_\_\_\_\_ EACH \$ \_\_\_\_\_

Vendors may submit a list of trailer options with detailed pricing information along with any available literature for each make/model. Please indicate below the percent (%) of discount off Manufacturer's Suggested Retail Prices (MSRP) for all trailer options available in your data book or pricing guides.

*% discount off MSRP for all Data Book or Pricing Guide Options Available on this Trailer: \_\_\_\_\_%*

Delivery will be made \_\_\_\_\_ days after receipt of order.

Warranty Information: Vendors should include standard warranty with bid.

**MISSOURI DEPARTMENT OF TRANSPORTATION**  
**ITEM #2 - MINIMUM 35-TON LOWBOY EQUIPMENT TRAILER (SPECIFICATION E844)**

The intent of this specification is to secure a trailer suitable for transportation equipment at over-the-road speeds up to 70 M.P.H. and one that will allow one person to easily load and unload equipment.

**MODEL:** Minimum 35 ton, 51' long lowboy equipment trailer, Dual axle; and a deck rating of 60,000 lbs in 12' foot.

**DECK LENGTH:** 30 foot.

**WIDTH:** 102 inches.

**SIDE EXTENSIONS:** 12" swing-out outriggers.

**GOOSENECK:** Gooseneck shall have a minimum length of 10'.

**AIR/ELECTRICAL:** 7 way receptacle.

**HYDRAULIC HOOK UP:** Quick couplers 2500 PSI/17 GPM.

**SWING CLEARANCE:** Swing clearance shall be approximately 84".

**LOADED GROUND CLEARANCE:** No less than 7 inches.

**LOADED DECK HEIGHT:** No less than 18 ¼ inches.

**MAIN FRAME DESIGN:** Fabricated 11 ¼" beam, 100,000 PSI yield flanges

**CAPACITY:** Minimum 35-ton payload.

**TIE DOWNS:** Side mounted D-rings on 72" centers, 2- D-rings at base of rear trunnion, 2 D-rings web-mounted top of trunnion, 2 D-rings rear of trunnion, flush mounted on top of inner beams, side mounted strap/chain tie downs.

**TOOL BOX:** 11" H x 29" W x 25" D curbside gooseneck.

**CYLINDERS:** 2 – 6" x 30" horizontal mount 70,000 lb. Capacity each, centralized grease system, powder coat black.

**HITCH:** Automatic gooseneck lock engagement.

**CROSSMEMBERS BEAMS:** 5"X3" Rec. tube on 18" centers.

**SUSPENSION:** Shall be Neway air ride 25,000 lb. capacity.

**AXLES:** (2) 25,000 Lb. Capacity.

**WHEELS. / TIRES:** Steel Hub pilot outboard brake drums, Rims: 22.5 x 8.25 steel. Tires: Minimum 16 ply, size to be specified by manufacturer to meet load rating.

**BRAKES:** 16-1/2x7 air brakes with ABS, 4S2M Antilock brakes.

**OIL SEAL HUBS:** Internal mated assembly.

**KING PIN SETTING:** Minimum 15".

**LIGHTS:** ICC DOT Approved - LED – 10 year warranty.

**WIRING HARNESS:** Manufacturer's standard sealed system with 7 year warranty.

**POWDER COAT COLOR:** White/Black/Yellow/Blue/Red/Green

**MISCELLANEOUS:**

All items appearing in Manufacturer's published literature and specifications as standard are assumed to be included in bidders proposal.

The Missouri Department of Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the commission.

**\*\*\*\*ANY EXCEPTIONS TO THE ABOVE SPECS MUST BE NOTED\*\*\*\***

**Item # 3 50-Ton Hydraulic Detachable Gooseneck Equipment Trailer**, meeting the attached MoDOT specification E850, **NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL \_\_\_\_\_ EACH \$ \_\_\_\_\_

Vendors may submit a list of trailer options with detailed pricing information along with any available literature for each make/model. Please indicate below the percent (%) of discount off Manufacturer’s Suggested Retail Prices (MSRP) for all trailer options available in your data book or pricing guides.

*% discount off MSRP for all Data Book or Pricing Guide Options Available on this Trailer: \_\_\_\_\_ %*

Delivery will be made \_\_\_\_\_ days after receipt of order.

Warranty Information: Vendors should include standard warranty with bid.

**MISSOURI DEPARTMENT OF TRANSPORTATION**  
**ITEM #3 - MINIMUM 50-TON HYDRAULIC DETACHABLE GOOSENECK EQUIPMENT TRAILER (SPEC. E850)**

The intent of this specification is to secure a trailer suitable for transportation equipment at over-the-road speeds up to 70 M.P.H. and one that will allow one person to easily load and unload equipment.

**MODEL:** Minimum 50 ton payload, tri axle; Minimum 100,000 lbs; Hydraulic removable gooseneck

**WIDTH:** 102 inches for main and rear raised platform.

**LENGTH:** Approximate 53’.

**NECK:** Approximate 102” length goose neck; hydraulic removable, non-ground bearing, high-lift design, standard profile scraper style, full capacity lifting ability, power source a wet kit from the tractor, pin and stirrup to deck design, Fifth Wheel King Pin hitch; fifth wheel loaded height approximate 50 “, cylinder support arm(s), and air operated self-locking deck lock.

4” Relief Neck to provide additional clearance.

Include gooseneck fenders.

**SWING CLEARANCE:** Swing clearance shall be approximately 96”.

**MAIN FRAME DESIGN:** 4 Beam design. All beams to be constructed with appropriate camber for trailer capacity. No splicing of flanges or webs will be accepted. Deck height loaded approximate 24”; deck width

102"; minimum 24' deck length. Outriggers shall be 12" swing outs on 2' centers (with double outriggers at front). Slope front top deck with traction bars. Bucket well in rear section of main platform with inlay plate and in center of rear raised platform. Must have D - rings and flag holders in bolsters; Front flip ramps, minimum 31" long x 18 or 20" wide with front traction bars must be included.

**FLOOR DECKING:** Apitong or Nominal 2" Hardwood Decking shall be secured to the frame at every cross member. Full center area must be filled with hardwood decking.

**CAPACITY:** Minimum 50-ton payload.

**TIE DOWNS:** Min. 12 D-rings on main bed 6 per side.

**CROSSMEMBERS BEAMS:** 24" centers spacing, Provide stubbed cross members in outside bays on 12" centers.

**SUSPENSION:** Shall be air ride with raise and lowering valve.

**AXLES:** (3) Heavy-duty 25,000 lb. Hubs must be piloted with outboard drums; Oil bath bearings;. Axle spacing shall be approximate 54". Must have load-bearing bolsters between all axles. A hub odometer, which registers in miles, should be installed on one of the axles. An airlift located behind 3<sup>rd</sup> axle shall also be included.

**WHEELS. / TIRES:** Steel Hub pilot outboard brake drum Wheels 8.25 x 22.5; Tires: Minimum 16 ply, size to be specified by manufacturer to meet load rating.

**WHEEL COVERS:** Must provide flush wheel covers on all axles

**BRAKES:** 16-1/2x7 air brakes with ABS, 4S3M Antilock brakes.

**KING PIN SETTING:** Minimum 15".

**LIGHTS:** Sealed and rubber mounted LED lights (10 year warranty) and sealed harness system (7 year warranty) that meets ICC DOT regulations. Electrical system shall be a 12-volt 7-way sealed system. Include a mid-turn signal/clearance light.

**PAINT:** Shot or sand blasted, primed and finished with a polyurethane standard manufacturer colors. Trailer shall be painted prior to decking.

**MISCELLANEOUS:** Provide and install the following anti-sail mud flaps; Automatic slack adjusters; This unit shall have a lockable, hinged covered toolbox of mild steel construction built into the unit for storage of chains and miscellaneous items.

All items appearing in Manufacturer's published literature and specifications as standard are assumed to be included in bidders proposal.

The Missouri Department of Transportation Commission reserves the right to waive technicalities and to reject any or all bids and no bid is final until formally accepted by the Commission.

**\*\*\*\*ANY EXCEPTIONS TO THE ABOVE SPECS MUST BE NOTED\*\*\*\***

**Item # 4 Tag Trailers**, meeting the attached MoDOT specification, **NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager.

**Tandem Axle, "Tag Trailer" equipment**, meeting the specifications listed above, **with a 40,000 lb rating, NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL \_\_\_\_\_ EACH \$ \_\_\_\_\_

**Tandem Axle, "Tag Trailer" equipment**, meeting the specifications listed above, **with a 30,000 lb rating, NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL \_\_\_\_\_ EACH \$ \_\_\_\_\_

**Tandem Axle, "Tag Trailer" equipment**, meeting the specifications listed above, **with a 24,000 - 25,000 lb rating, NET DELIVERED PRICE** to any District in the State of Missouri, in care of the District General Services Manager.

MAKE/MODEL \_\_\_\_\_ EACH \$ \_\_\_\_\_

Vendors may submit a list of trailer options with detailed pricing information along with any available literature for each make/model. Please indicate below the percent (%) of discount off Manufacturer's Suggested Retail Prices (MSRP) for all trailer options available in your data book or pricing guides.

*% discount off MSRP for all Data Book or Pricing Guide Options Available on these Trailers:* \_\_\_\_\_ %

Delivery will be made \_\_\_\_\_ days after receipt of order.

Warranty Information: Vendors should include standard warranty with bid.

**Tag Trailer Specifications:**

Trailers supplied shall be based on specifications of the following representative models of trailers:  
Landoll L4024, Trail-Eze TE40R, with the following requirements:

Platform: 20' L x 8' W, 36" maximum main platform height

Dovetail length: 5' - 5' 6". 23" height of dovetail at lower end

Ramp length: 5' - 5' 6". Ramps should be level with platform top when folded up.

Tongue length: 5'

Air brakes

ABS

"Budd" type disc wheels

Adjustable pintle eye hitch

Sealed and rubber mounted LED lights (10 year warranty) and sealed harness system (7 year warranty)  
that meets ICC DOT regulations.

Oak wood or apitong flooring

Oil seal hubs

17.5 Tires, 16 ply minimum, size to be specified by manufacturer to meet load rating.





**6. NOTICE OF COOPERATIVE PURCHASING**

**MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.**

Each bidder is asked to indicate below whether they would be willing to offer **Trailers** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Trailers** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_ NO \_\_\_\_\_

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

E-MAIL \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**7. ANTI-COLLUSION STATEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being first

duly sworn, deposes and says that he is \_\_\_\_\_  
Title of Person Signing

of \_\_\_\_\_  
Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**Missouri Highways and Transportation Commission  
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

**9. STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

**Missouri Highways and Transportation Commission**  
**Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

Missouri Highways and Transportation Commission  
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

**Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$100 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

23rd

day of March

20 17

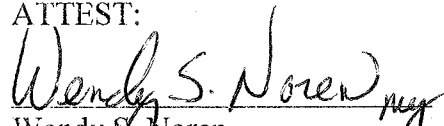
the following, among other proceedings, were had, viz:

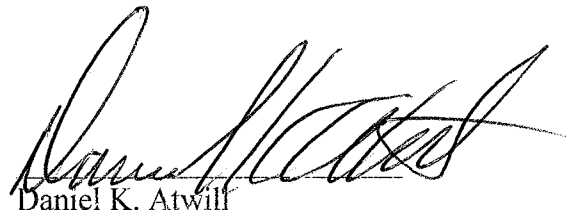
Now on this day the County Commission of the County of Boone does hereby award bid 06-24JAN17 – Standby Power Generator to Cummins Mid-South of Columbia, MO.

Terms of the bid award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

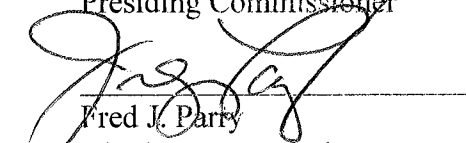
Done this 23rd day of March, 2017

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

143-2017

# Boone County Purchasing

Jacob M. Garrett  
Buyer



613 E. Ash St., Room 109  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Jacob M. Garrett, Buyer  
DATE: March 14, 2017  
RE: Bid Award Recommendation: *06-24JAN17 - Standby Power Generator*

Request for Bid *06-24JAN17 - Standby Power Generator* closed on January 24, 2017. Four bids were received. Dave Dunford, our Radio Consultant, recommends Cummins Mid-South of Columbia, MO for offering the lowest and best bid. Contract award is \$24,800.00.

Invoices will be paid from 4102 – ECC Backup Center Construction Project, account 71231-Owner Costs. The entire project has a budget of \$1.2 million and the generator had an estimate of \$28,500.00.

ATT: Bid Tab

cc: Bid File  
Janet Thompson, Commission  
Dave Dunford, Radio Consultant  
Chad Martin, Director of Joint Communications  
Doug Coley, Director of Facilities Maintenance Department

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and **Cummins Mid-South, L.L.C.** (hereinafter referred to as the Contractor).

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

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

**Project Name: Standby Power Generator**

**Bid Number: 06-24JAN17**

and agrees to perform all the work required by the Contract as described in the specifications.

2. The following Contract documents and all addenda (if applicable), are made a part hereof as fully as if set out herein: Change orders issued subsequent to this Contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.
  1. Introduction and General Conditions of Bidding
  2. Primary Specifications
  3. Response Presentation and Review
  4. Response Form
  5. Certification Regarding Debarment
  6. Work Authorization Certification
  7. Prior Experience
  8. Insurance Requirements
  9. Contract Agreement
  10. Affidavit of Compliance with OSHA Requirements
  11. Affidavit of Compliance with Prevailing Wage Law
  12. State Prevailing Wage Rates - Annual Wage Order #23
  13. Standard Terms and Conditions
  14. Addendum #1 – Issued January 20, 2017
  15. E-mail dated January 24, 2017 from Jeff Moss

It is understood and agreed that, except as may be otherwise provided for by the Specifications the work shall be done in accordance with the contract documents. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein. If a conflict is identified in the Specifications, the more stringent requirement will govern the work. If a conflict is identified between this Contract Agreement and any other incorporated item, the terms of this Contract Agreement shall prevail and control over the conflicting terms.

3. Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this Contract. Contractor has made and shall be deemed to have made a careful examination of the site of the Project and the scope of work for the project, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general local conditions and all other matters that may affect the cost and the time of completion of the Project. Contractor has secured this information by personal investigation and research and not from any estimates of



Owner. Contractor agrees to make no claim against the Owner by reason of estimates, tests or representation of any officer, agent, or employee of Owner.

4. Time and Manner of Construction:

- 4.1. The said Contractor agrees to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the proposal or such additional time as may be allowed by the Owner under the Contract. Contractor has proposed a 4-5 week lead time on the generator and will schedule the order, furnishing, delivery and bolting of generator to the concrete pad upon notification by County representative.
- 4.2. The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of Contractor, including acts of God, fires, floods, and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible. Provided, however, that no extension of time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for such an extension of time the Contractor shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes shall result in any liability on the part of the Owner.
- 4.3. Owner may from time to time during the progress of the construction of the project make such changes, additions to or subtractions from the Plans, Specifications, and sequence of construction provided for in the Contract Documents as conditions may warrant. Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if Contractor shall make a written request therefore to the Owner within ten (10) days after any such change is made. And provided further, that if the cost to Contractor of construction of the project shall be materially increased by any such change or addition, the Owner shall pay Contractor for the reasonable cost thereof in accordance with a construction contract amendment signed by the Owner and Contractor, but no claim for additional compensation for any such change or addition will be considered unless Contractor shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.

5. Construction not in proposal: Contractor also agrees that when it is necessary to construct units not shown in the Proposal it will construct such units for a price arrived at as follows:

- 5.1. The cost of materials shall be determined by the invoices.
- 5.2. The cost of labor shall be reasonable cost thereof, as agreed upon by the Owner and Contractor prior to the commencement of work.
- 5.3. The cost of overhead and profit, when agreed to by Owner, shall not exceed 7% of the cost of the change order for each.
- 5.4. Contractor shall bear any increases in costs for required bonds due to approved change orders. Contractor further states that Contractor understands that standard deviations from drawings are not appropriate matters for change order consideration. Contractor shall use any forms provided by Owner for any requested or required Change Orders.

6. The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency. All site preparations and daily clean up, including any related costs such as rental of dumpsters or parking, shall be the responsibility of Contractor. Contractor shall participate in meetings with Owner and/or County Representative as requested to coordinate the work and administer the project. Contractor shall employ stormwater management practices appropriate to the project as required by Owner.

7. The parties hereto agree that this Contract in all things shall be governed by the laws of the State of Missouri.
8. Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.
9. The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.
10. The Contractor expressly warrants that he has employed no third person to solicit or obtain this Contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement. Also, that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by he hereunder; and that he has not, in estimating the Contract price demand by he, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to he hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.
11. Records: Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Owner's representative to evaluate the performance of such services. The owner's representative shall have full and free access to such books and records at all times during normal business hours of Owner, including the right to inspect, copy, and audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Owner shall have access to such records in the event any audit is required.
12. Integration; Amendment: It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangement, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.
13. Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder

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unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

The Owner agrees to pay the Contractor in the amount: **Twenty-Four Thousand Eight-Hundred Dollars and no cents (\$24,800.00)**. Pricing is firm through April 20, 2017 and County may order another generator during this time for the same price.

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on \_\_\_\_\_ at Columbia, Missouri.

(Date)

CONTRACTOR:  
**CUMMINS MID-SOUTH, L.L.C.**

By: Jeffrey M. Moss  
Authorized Representative Signature

By: JEFFREY M. MOSS  
Authorized Representative Printed Name  
Title: SR. SALES REPRESENTATIVE

OWNER:  
BOONE COUNTY, MISSOURI

By: Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

Approved as to Legal Form:

[Signature]  
Boone County Counselor

ATTEST:

Wendy S. Noren  
Wendy Noren  
County Clerk

AUDITOR CERTIFICATION

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

<u>Anne Pitchford by NA</u>	<u>3-15-17</u>	<u>\$24,800.00</u>
Signature	Date	Appropriation Account



**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE  
LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_

State of \_\_\_\_\_, personally came and appeared (name and title)  
\_\_\_\_\_ of the (name of company)  
\_\_\_\_\_ (a corporation) (a partnership) (a  
proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. \_\_\_\_\_ issued by the Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in carrying out the Contract and work in connection with

(name of project) \_\_\_\_\_ located at  
(name of institution) \_\_\_\_\_ in \_\_\_\_\_  
County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public



**BOONE COUNTY, MISSOURI**  
**Request for Bid #06-24JAN17 – Standby Power Generator**

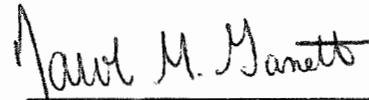
**ADDENDUM # 1 - Issued January 20, 2017**

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

The following questions have been submitted and clarification reply are included:

1. Provide a site layout to determine pad location of Generator.
  - **The location of the pad is nearly contiguous to the building edge and at the far back corner of a narrow 'pocket' parking area. Boone County expect, but do not directly require, that the vendor contract with a crane operator to offload the generator at the mouth of the parking area with vendor delivery vehicle parked at the edge of Walnut street and then swing the generator into place on its pad. Depending on the ability to negotiate overhead wiring, it may require two picks with a reset.**
  - **Attached is a general site plan.**

By:

  
\_\_\_\_\_  
**Jacob M. Garrett, Buyer**  
**Boone County Purchasing**

OFFEROR has examined **Addendum #1** to Request for Bid #06-24JAN17 – *Standby Power Generator*, receipt of which is hereby acknowledged:

Cummins

Company Name: \_\_\_\_\_

Address: 2247 Cassens Drive, Fenton, MO 63026

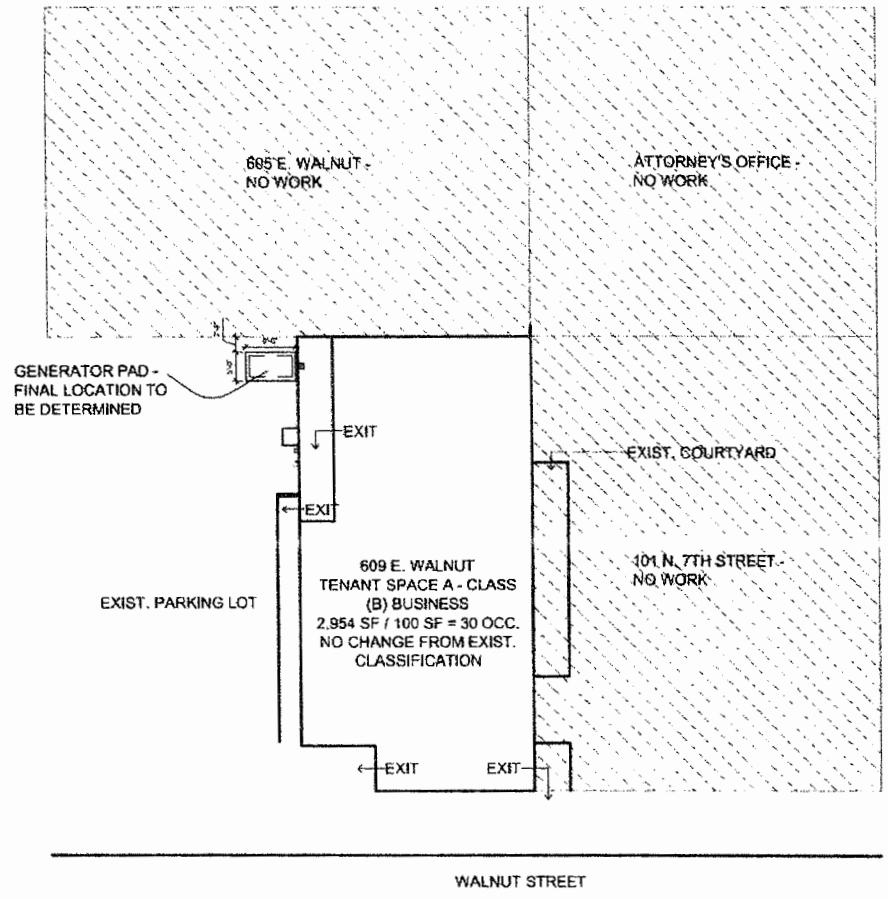
Phone Number: 314-591-2581

Fax Number: 636-660-7697

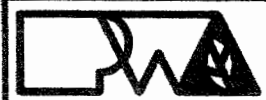
E-mail: jeff.moss@cummins.com

Authorized Representative Signature:  Date: 1/20/17

Authorized Representative Printed Name: Jeff Moss



**LOCATION PLAN**  
SCALE: 1/32" = 1'-0"



Peckham & Wright Architects, Inc., d.b.a.  
**PWArchitects, Inc.**  
2120 Forum Blvd., Ste. 101  
Columbia, Missouri 65203

PWArchitects.com  
573.449.2683  
Peckham & Wright Architects an Architectural Corporation  
Missouri State Certificate of Authority No. 000244

DRAWING NO.  
**G001**  
Sheet 1 of 1

PROJECT: 201617

DRAWN: TA

CHKD: EM

DATE: 01/19/2017

Parking lot-605 E. Walnut Street, Columbia MO

Boone County  
Backup 911  
Center-609 E.  
Walnut Street

Proposed Generator location-  
NE Corner of lot-see plan





4. Response Form

4.1. Company Name: Cummins

4.2. Address: 2247 Cassens Drive

4.3. City/Zip: Fenton, MO 63026

4.4. Phone Number: 314-591-2581

4.5. Fax Number: 636-660-7697

4.6. E-mail: jeff.moss@cummins.com

4.7. Federal Tax ID: 35-0257090

- 4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).  
 Other (Specify) \_\_\_\_\_

4.8. <b>PRICING</b>	<u>Unit Price</u>
4.8.1. <b>Base Bid:</b> New Standby Power Generator as specified per section 2.	\$ <u>\$26,901.80</u>
Make / Model #: Cummins C100N6	\$24,800 GEN \$2,1-1.80 Tax \$26,901.80 TOTAL
See Attached Quote for Specifics	

4.9. DESCRIBE WARRANTY (or attach)

Two (2) years or 400 hours standard warranty against defects in materials and workmanship for the generator set and accessories. This includes parts, labor travel expenses and labor to remove/reinstall said equipment.

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  
 Yes  No

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

4.11.1. **Authorized Representative (Sign By Hand):** \_\_\_\_\_ Date: 1/23/17

4.11.2. **Print Name and Title of Authorized Representative**  
Jeff Moss - Sr. Sales Representative

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

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

County of Shelby )  
State of Tennessee ) ss

My name is Mark Whitehead. I am an authorized agent of Cummins  
Mid-South, LLC (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 hereto.

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.

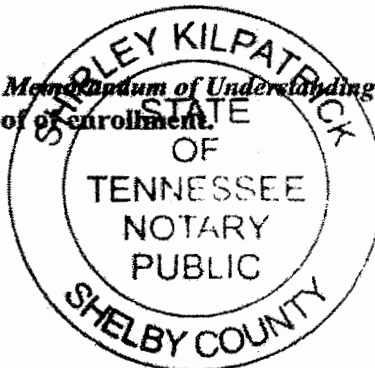
Mark Whitehead 21-Oct-15  
Affiant Date

Mark Whitehead  
Printed Name

Subscribed and sworn to before me this 21<sup>st</sup> day of October, 2015.

Shirley Kilpatrick  
Notary Public

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.



My Commission Exp. March 7, 2017

Not Applicable - If ID is needed will supply once contract is awarded to Cummins

**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_                )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**(Please complete and return with Contract)**

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**


This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Mark Whitehead, CFO**

\_\_\_\_\_  
Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature

21-Oct-15  
\_\_\_\_\_  
Date

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name: Cole County Public Works  
Address: 5055 Monticello Rd, Jefferson City, Missouri

Contact Name: Pat Case  
Telephone Number: 573-636-3614

Date of Contract: March 2014  
Length of Contract: 5 years

**Description of Prior Services (include dates):** Emergency Service during outage (Dec 2013, throughout 2014), Preventative Maintenance (2014 & 2015), Long-term Maintenance Plan, New Transfer Switch Startup (Aug 2015).

**2. Prior Services Performed for:**

Company Name: University of Missouri Womens & Childrens Hospital  
Address: Keene St, Columbia, Missouri

Contact Name: Dave Moore  
Telephone Number: 573-499-6205

Date of Contract: Aug 2013 for most recent, but prior contracts date back to 2007  
Length of Contract: 4 years

**Description of Prior Services (include dates):** Preventative Maintenance (2014 & 2015), Major Repairs 2007-2015, Loadbanks (2014 & 2015), Rentals, Emergency Services, Transfer Switch Replacement (2014). Also take care of main Hospital.

**3. Prior Services Performed for:**

Company Name: Golden Living Centers of Missouri  
Address: Wellsville, Mexico, Jefferson City, Glasgow & St James

Contact Name: Ron Cossey  
Telephone Number: 573-684-2002

Date of Contract: 2009-present  
Length of Contract: 6 years

**Description of Prior Services (include dates):** Preventative Maintenance (Semi-Annual), Loadbanking, Emergency Support.

## Boone County Emergency Communicaitons 100kW NG

Boone County Purchasing Department

Quotation Date: 03-02-2017

Quotation Number: 4288 0000 0000 8230

### Project Highlights:

The following items are of particular importance when comparing our quotation with the job specifications and any competing quotes you may have received:



- 100kW Cummins C100N6 natural gas generator.
- Weather Enclosure (Aluminum Enclosure).
- Delivery and setting/anchoring the Generator to the concrete pad.
- Battery and battery charger (10A per specification).
- Startup and commissioning.
- 120/208V with 12 lead reconnectable FULL 1PH output per spec.

### Thank You!

We appreciate your interest in Cummins Power Generation products and services! This quote has been prepared based on the specifications and any addenda received by our office. Please feel free to contact us for questions or changes, we're here to help you.

### Prepared by:



**Jeff Moss**

Sr. Sales Representative – Power Generation

(314) 591-2581 Cell

(636) 660-7697 Fax

jeff.moss@cummins.com



## Quotation

**Cummins Mid-South LLC**  
**2247 Cassens Drive**  
**Fenton, MO 63026**

**Your Salesperson:** Jeff Moss  
**Date of Quotation:** March 2, 2017  
**Attention:** Purchasing  
**Project Name:** Boone County Emergency Communications 100kW NG  
**Quotation #:** 4288 0000 0000 8230

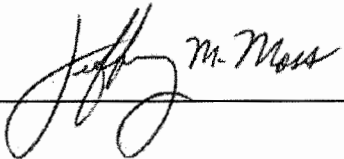
Thank you for your inquiry. We are pleased to quote as follows:

Item	Description	Qty
	<b>Spark Ignited Genset: 60Hz-100kW</b>	
Install-US-Stat	U.S. EPA, Stationary Emergency Application	1
C100 N6	100kW, 60HZ, Standby, Natural Gas/Propane Genset	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
L228-2	Certification-Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2012	1
L225-2	OSHPD Seismic Certification	1
L193-2	NFPA 110 Type 10 Level 1 Capable	1
L155-2	Emissions Certification-Spark Ignited, EPA, Emergency, Stationary, 40CFR60	1
C284-2	Single Gas Fuel - NG or LP Vapor	1
F216-2	Enclosure-Aluminum,Weather Protective,w/Exh System	1
<b>R098-2</b>	<b>Voltage-120/208,3 Phase,Wye,4 Wire</b>	<b>1</b>
<b>BB88-2</b>	<b>Alternator-60Hz,Reconnect,Full Ouput,120C,40C amb,IMS</b>	<b>1</b>

H700-2	Generator Set Control-PowerCommand 1.1	1
B240-2	Exciter/Regulator-Torque Match	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
H012-2	Gauge-Oil Pressure	1
K796-2	Stop Switch-Emergency	1
H609-2	Control Mounting-Left Facing	1
KV03-2	Load Connection-Single	1
KX30-2	CB,Loc A,125A-400A,3P,LSI,600VAC,100%,UL	1
P176-2	Enclosure Color-Green,Aluminum Enclosure	1
F252-2	Enclosure - Wind Load 180MPH, ASCE7-10	1
F179-2	Skidbase-Housing Ready	1
A422-2	Engine Starter - 12 VDC Motor	1
A333-2	Battery Charging Alternator-Normal Output	1
E125-2	Engine Cooling-High Ambient Air Temperature	1
H389-2	Shutdown-Low Coolant Level	1
E089-2	Extension-Engine Coolant Drain	1
H669-2	Engine Coolant-50% Antifreeze, 50% Water Mixture	1
E154-2	Coolant Heater, Extreme Cold Ambient	1
D041-2	Engine Air Cleaner-Normal Duty	1
H487-2	Engine Oil Heater-120 Vac, Single Phase	1
H706-2	Engine Oil	1
<b>L026-2</b>	<b>Test Record-Certified</b>	<b>1</b>
L028-2	Genset Warranty- Base	1
L050-2	Literature-English	1
A322-2	Packing-Skid, Poly Bag	1
F253-2	Rack, Larger Battery	1
H268-2	Extension-Oil Drain	1
CP01-2	Common Parts Listing	1
SENS	SENS Battery Charger	1
A045J201	Annunciator-RS485, Panel Mount w/ Enclosure	1

<b>STARTUP</b>	<b>Startup and Field Testing</b>	<b>1</b>
STARTUP	Complete Startup Service (Cummins-Trained Personnel)	1
BATTERY	Generator Starting Battery	1
TRAINING	Basic training by qualified Cummins personnel	1
<b>DELIVERY</b>	<b>F.O.B.Destination.</b>	<b>1</b>
<b>Total</b>	<b>Total Quoted Price</b>	<b>\$24,800</b>

Submitted by,




---

**Sr. Sales Representative – Power Generation**

jeff.moss@cummins.com

Cell: 314-591-2581

**EXCEPTIONS:**

- 1) Cummins is taking Exception to providing a steel enclosure. Cummins will provide an Aluminum Enclosure on the C100N6. Cummins does not have a steel enclosure for the node.

## Terms and Conditions

The equipment and/or services included in this quotation are as detailed on the Bill of Material.

Prices are in US dollars, FOB Destination. Any applicable taxes are not included. Standard truck freight costs are pre-paid and allowed to the 1<sup>st</sup> destination within the contiguous US 48 states on common carrier truck. Delivery on flat-bed truck or other special trailer will be at additional cost. Unloading and placement are the responsibility of the installing contractor and/or buyer.

This quotation does not include any engineering, installation materials or labor. Activities or items such as interconnection wiring, fuel for testing, fuel permitting, fuel, concrete pads, hard piping of any kind, etc., are the responsibilities of the installing contractor, unless they are listed in the Bill of Material.

**Delivery is expected to be 4-5 weeks after receipt of approved submittal drawings.**

Payment terms are net 30 days upon approved credit and/or terms to be agreed upon by buyer and seller. All payments to be made in cash or approved check. If credit payment card is preferred, add 3% to the quoted price. Retainers are not accepted without prior written approval.

A service charge of 1.5% per month (effective APR 19.6%) will be charged on all past due accounts.

Should Buyer cancel the purchase agreement without Seller's written consent, Seller may, at his option, recover from buyer a cancellation charge of not less than 20% of the purchase price.

Those orders that are ready for shipment but cannot be delivered for reasons such as job site delay, credit holds, equipment held at customer's request for consolidation or pick-up, etc., will be assessed a 2% per month storage charge, starting 10 days after the scheduled ship date. Storage will be provided for up to 3 months at which time the order will be subject to cancellation, with the appropriate cancellation charges applied.

Any person or companies supplying labor or materials for this improvement to the property may file a lien against the property if that person or company is not paid for the contributions. You have the right to directly pay persons who have supplied labor or materials for the improvement. You have the right to request a lien waiver for all amounts paid.

Goods purchased are accompanied by an express written manufacturer's warranty and is the only warranty offered on the Goods. Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. Standard warranty term is one year from start-up or 18 months from delivery, which ever comes first, unless special or extended warranties are purchased.

**IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT), LOSS OF REVENUE, DAMAGE TO GOODWILL, ENHANCED DAMAGES, AND/OR MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY) HOWSOEVER CAUSED ARISING FROM THIS CONTRACT OF SALE OR THE USE OF GOODS. WITHOUT PREJUDICE TO ANY OF THE FOREGOING, THE SOLE AND EXCLUSIVE LIABILITY OF CUMMINS ON ANY CLAIM FOR LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH ANY ORDER, OR THE MANUFACTURE, SALES, DELIVERY, RESALE OR USE OF ANY GOODS COVERED BY ANY SUCH ORDER (INCLUDING, BUT NOT LIMITED TO, LOSS OR LIABILITY ARISING FROM BREACH OF CONTRACT) SHALL, BE LIMITED TO THE TERMS OF THE WARRANTY.**

**CUMMINS DETAILED TERMS AND CONDITIONS OF SALE ARE AVAILABLE UPON REQUEST.**

## Jacob Garrett

---

**From:** Jeff M Moss <jeff.moss@cummins.com>  
**Sent:** Tuesday, January 24, 2017 4:23 PM  
**To:** Jacob Garrett  
**Subject:** RE: Quote - Remove Tax  
**Attachments:** Cummins Quote - 06-24JAN17 Boone County Emergency Communications 100kW N....pdf

Revised Quote

**Jeff Moss**  
*Sr. Sales Representative*  
*Power Generation*  
*Central Region*

Cummins Sales & Service  
2247 Cassens Drive,  
Fenton, MO 63026  
314-591-2581  
Jeff.moss@cummins.com

*CONFIDENTIALITY NOTICE: This email, including any attachments, is for the exclusive and confidential use of the intended recipient(s). If you are not the intended recipient, please do not read, distribute or take action in reliance upon this message. If you have received this message in error, please notify the sender immediately by return email and promptly delete this message and it's attachments from your computer system.*

**From:** Jacob Garrett [mailto:JGarrett@boonecountymo.org]  
**Sent:** Tuesday, January 24, 2017 4:21 PM  
**To:** Jeff M Moss <jeff.moss@cummins.com>  
**Subject:** Quote - Remove Tax

### ***Jacob M. Garrett, Buyer***

Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash St., Room 109  
Columbia, MO 65201  
Telephone: (573) 886-4393  
Fax: (573) 886-4390  
Email: [JGarrett@boonecountymo.org](mailto:JGarrett@boonecountymo.org)

Connect on **LinkedIn** - **Jacob M. Garrett**

For all the latest news from Boone County Government, subscribe to the Boone County News Lists at  
[www.ShowMeBoone.com](http://www.ShowMeBoone.com)



**BOONE COUNTY, MISSOURI**  
**Request for Bid #06-24JAN17 – Standby Power Generator**

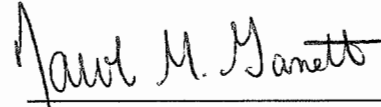
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  - **The location of the pad is nearly contiguous to the building edge and at the far back corner of a narrow 'pocket' parking area. Boone County expect, but do not directly require, that the vendor contract with a crane operator to offload the generator at the mouth of the parking area with vendor delivery vehicle parked at the edge of Walnut street and then swing the generator into place on its pad. Depending on the ability to negotiate overhead wiring, it may require two picks with a reset.**
  - **Attached is a general site plan.**

By:

  
\_\_\_\_\_  
**Jacob M. Garrett, Buyer**  
**Boone County Purchasing**

OFFEROR has examined **Addendum #1** to Request for Bid #06-24JAN17 – **Standby Power Generator**, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

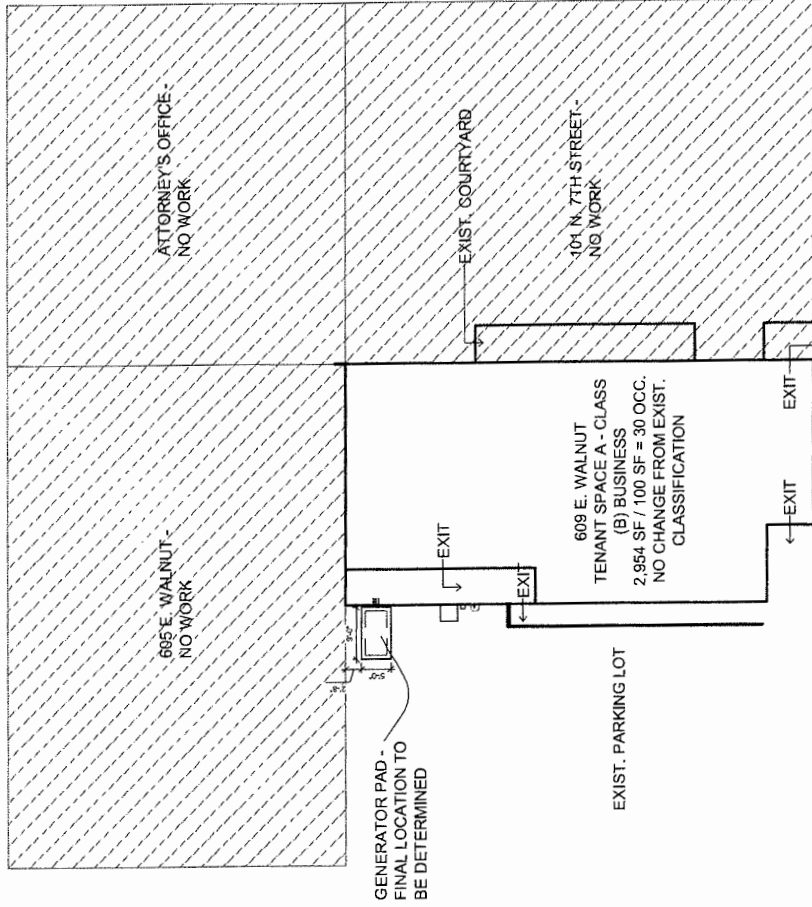
Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_



**LOCATION PLAN**  
SCALE: 1/32" = 1'-0"

DRAWING NO. **G001**  
Sheet 1 of 1  
DATE: 01/19/2017

PWArchitects.com  
573.449.2683  
Peckham & Wright Architects an Architectural Corporation  
Missouri State Certificate of Authority No. 000244

Peckham & Wright Architects, Inc., d.b.a.  
**PWArchitects, Inc.**  
2120 Forum Blvd., Ste. 101  
Columbia, Missouri 65203



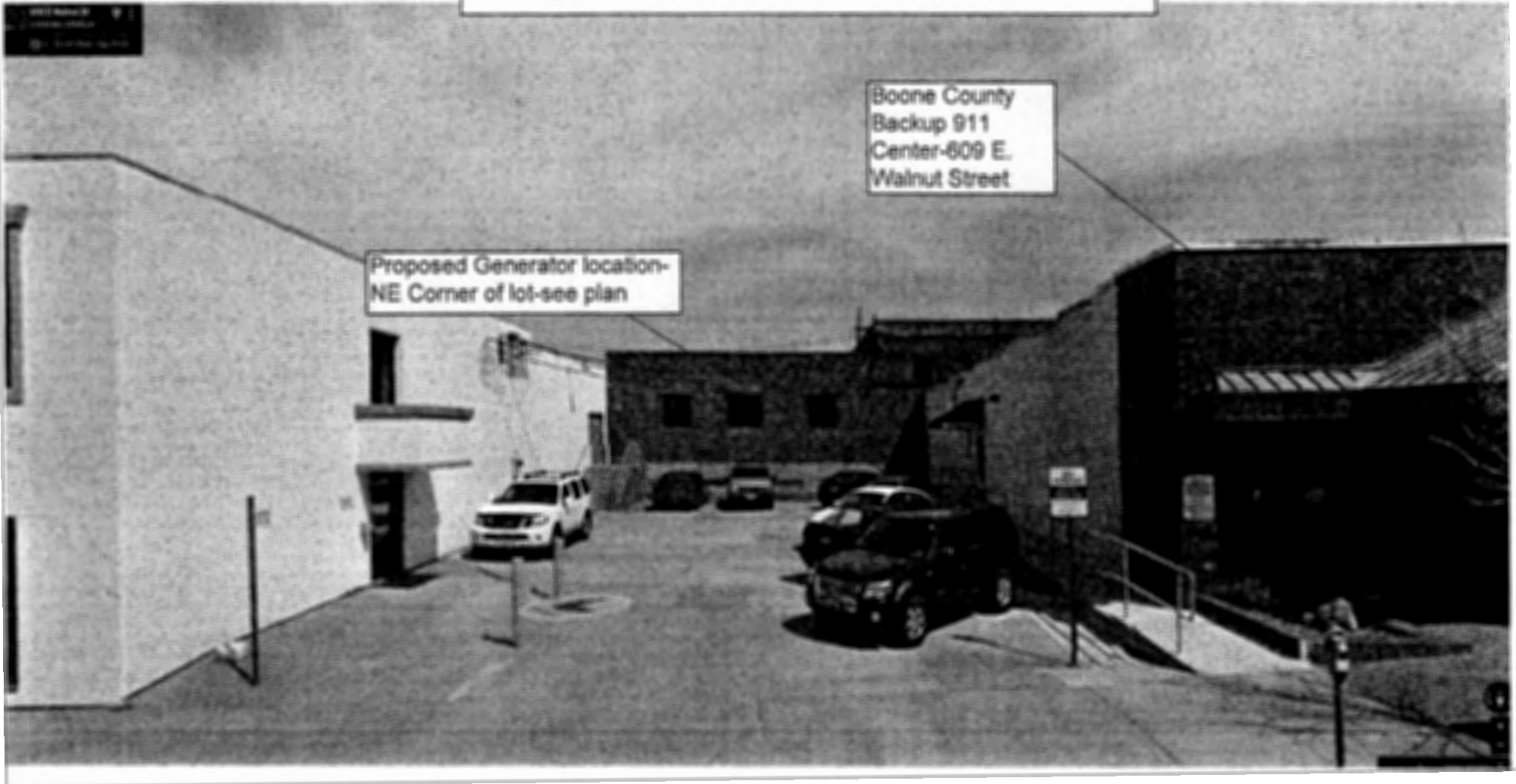
PROJECT: 201617

DRAWN: TA      CHKD: EM

Parking lot-605 E. Walnut Street, Columbia MO

Boone County  
Backup 911  
Center-609 E.  
Walnut Street

Proposed Generator location-  
NE Corner of lot-see plan







## *Request for Bid (RFB)*

**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

**Jacob M. Garrett, Buyer**  
Phone: (573) 886-4393 – Fax: (573) 886-4390  
Email: JGarrett@boonecountymo.org

---

### ***Bid Data***

Bid Number: **06-24JAN17**  
Commodity Title: **Standby Power Generator**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### ***Bid Submission Address and Deadline***

Day / Date: **Tuesday, January 24, 2017**  
Time: **1:30 p.m. Central Time (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Purchasing  
613 E. Ash Street, Room 109  
Columbia, MO 65201**

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### ***Bid Opening Address and Deadline***

Day / Date: **Tuesday, January 24, 2017**  
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613 E. Ash Street, Room 109  
Columbia, MO 65201**

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### ***Bid Contents***

1.0: **Introduction and General Conditions of Bidding**  
2.0: **Primary Specifications**  
3.0: **Response Presentation and Review**  
4.0: **Response Form**  
**Instructions for Compliance with House Bill 1549**  
**Work Authorization Certification**  
**Certification of Individual Bidder**  
**Affidavit (Individual Bidder Certification)**  
**Debarment Certification**  
Exhibit A **Prior Experience**  
Prevailing Wage **Annual Wage Order No. 23**  
**Standard Terms and Conditions**  
**“No Bid” Response Form**

**1. Introduction and General Conditions of Bidding**

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **DEFINITIONS**

1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.

*Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

*Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

*Supplier* - All business/s entities which may provide the subject goods and/or services.

1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request For Bid" is used when the need is well defined. An "Request For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.

1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents

comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.

- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for the furnishing, delivery, unloading and anchoring of a **Standby Power Outdoor Generator Unit** onto its concrete pad for Boone County, Missouri, Backup Emergency Communications Center.
  - 2.1.1. These specifications describe a generator set to provide standby power at the new backup 911 Center located at 609 E. Walnut, Columbia, MO 65201.
- 2.2. **Delivery Terms:** Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.3. **CONTRACT DURATION** - The contract shall be effective from the date of award until the date of project completion.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
  - 2.5.1. The unit price for the item identified on the Response Form shall remain fixed for the identified original contract period.
- 2.6. **GENERAL SPECIFICATIONS**
  - 2.6.1. These specifications describe an engine-generator set to provide standby electrical power for the new backup 9-1-1 dispatch center at 609 Walnut, Columbia, MO.
  - 2.6.2. It is the intent of these specifications to secure an engine-generator set of the latest commercial type and design which will operate conservatively and reliably to supply continuous electricity during any electrical utility outage.
  - 2.6.3. The equipment will include one 100KW natural gas, gaseous fuel powered skid-mounted engine-generator with stated accessories and factory outdoor housing installed outdoors on a concrete pad.
  - 2.6.4. The Owner shall provide the concrete pad for the generator set.
  - 2.6.5. The Vendor shall furnish, deliver, unload, and anchor the outdoor generator unit onto its concrete pad.
  - 2.6.6. The Vendor shall provide start up services for generator.
  - 2.6.7. The Owner will arrange for connection to fuel source and electrical transfer switch by others. Engine-generator sets to be as manufactured by "Cummins/Onan", "Caterpillar", "Kohler" or equal.
  - 2.6.8. The Vendor shall maintain a parts and service facility to provide a nominal one hour response time to this site in the event of an emergency failure.
  - 2.6.9. Vendor must carry sufficient inventory to cover no less than 90% parts service within 24 hours and 98% parts service within 48 hours.
  - 2.6.10. Vendor must have factory-trained service personnel with emphasis of certification on the proposed type and model of proposed generator set. Only certificated service personnel will provide all necessary installation, test, and start-up labor and supervision and will perform any maintenance and repairs on all components as required.
  - 2.6.11. Before delivery, the engine-generator must be tested at the Vendor's facility, or authorized agent's facility, and must meet the requirements of these specifications.
  - 2.6.12. Two complete service manuals for the generator shall be furnished with the equipment. Each service manual must contain the following:
    - 2.6.12.A For electrical elements and components: Distributed AC voltages and waveforms, circuit board interconnection drawings, theory of operation descriptions, schematic drawings, circuit board pictorial drawings, assembly pictorial drawings and a complete parts list. Parts must be referenced, described and listed using industry standard nomenclature and numbering techniques.

2.6.12.B For mechanical elements and components: Exploded assembly drawings, assembly sequence drawings, theory of operation description, recommended repair and maintenance procedures, intervals and sequences and a complete parts list. Parts must be pictured, referenced, described using original manufacturer part numbers. Reference numbers assigned by an industrial equipment assembler will not be acceptable.

2.6.13. Equipment must include all standard advertised features listed in Vendor's generally published literature as well as any optional equipment necessary to fully comply with Owner's specifications.

**2.7. ENGINE SPECIFICATIONS**

- 2.7.1. The engine shall be a spark ignited, internal combustion engine that is designed, engineered, and configured to provide adequate continuous minimum horsepower to operate the generator at all the ratings described in these specifications. Engine will be powered by gaseous fuel natural gas
- 2.7.2. Vendor shall furnish an engine designed to supply rated power output when operated with natural gas fuel supplied by the local utility serving the project site in Columbia, MO.
- 2.7.3. Engine shall be water jacket cooled with coolant system operation adequate to afford rated generator output from -35 degrees F. to +110 degrees F. outdoor ambient temperature. The engine cooling system will be pre-treated by the engine manufacturer for the inhibition of internal corrosion. Vendor shall furnish engine-generator with suitable ethylene glycol, or equal, coolant solution.
- 2.7.4. Vendor shall furnish adjustable, thermostatically controlled in-line coolant heater for automatic operation during cold weather. Heater must operate from nominal 120 VAC source. Owner will provide 120VAC receptacle inside the engine-generator outdoor housing.
- 2.7.5. Vendor will provide a permanently installed coolant drain hose or pipe to facilitate convenient draining of the radiator, cooling hoses, and water jacket. Drain line will terminate outside the engine-generator housing. Drain valve will be located near the fluid source.
- 2.7.6. Vendor will provide a permanently attached oil drain valve and hose or pipe to facilitate convenient draining and recovery of the engine lubricating oil. Oil drain line will terminate outside the engine-generator housing. Drain valve will be located near the fluid source.
- 2.7.7. Vendor will furnish lead-acid battery(ies) for engine starting. Batteries will mount in suitable corrosion-resistant tray assembly or housing inside engine-generator outdoor housing. If a separate battery housing is furnished it must be equipped with a lid to provide protection to batteries.
- 2.7.8. Furnish adequate quantity and ampacity battery(ies) to achieve prompt starting at -20 degrees F. ambient temperature.
- 2.7.9. Furnish nominal 10A battery charger as recommended by engine-generator equipment manufacturer.
- 2.7.10. Engine shall operate at nominal speed not greater than 1800 RPM for 60 Hz, full power output.
- 2.7.11. Vendor shall furnish engine-generator with electronic isochronous speed regulator to maintain line frequency at 60 Hz from no load to 100% of specified load.

**2.8. GENERATOR SPECIFICATIONS**

- 2.8.1. Unit will supply minimum 102 kW surge, based on allowed 105 degree C temperature rise specification.
- 2.8.2. Generator to be configured for 120/208 volt, three phase, four wire operation.
- 2.8.3. Generator will be provided with 12-lead or equivalent reconnectable wiring system to permit conversion to 120/240 volt, single phase operation with full-rated output specifications.
- 2.8.4. Generator ratings shall apply at nominal 1000 foot AMSL (Above Mean Sea Level) site elevation and with design ambient temperature of -35 degrees F. to +110 degrees F. Vendor shall size the unit so that final product meets these specifications after any de-rating for temperature, fuel and ground elevation qualifications.
- 2.8.5. Armature will be balanced during fabrication and will satisfactorily sustain temporary 125% over speed operation.
- 2.8.6. Rotor and stator windings will be epoxy coated and sealed. Windings will be covered with anti-fungal varnish.
- 2.8.7. Generator will be a single bearing style and attached to rear of engine with flexible centering plate.
- 2.8.8. The voltage regulator will be solid state and manufactured by the generator manufacturer and will be shock mounted inside the generator. The regulator will sense overcurrent demand and limit field

current while allowing full "forcing" current during transients. The regulator will have a time delay circuit and will sense this limiting operation and will cut off all field current after ten seconds of overload.

## 2.9. HOUSING SPECIFICATIONS

- 2.9.1. Engine generator unit will be furnished in weather protective outdoor housing which will have removable access panels for complete equipment servicing. Panels to have keyed access locks; all locks keyed alike. All generator equipment shall be enclosed and protected by housing. Optionally, muffler may be exterior to housing.
- 2.9.2. Housing will be heavy gauge steel with long life powder coating or multi-step paint to prevent discoloration or rusting. Vendor shall provide details of housing finish. Submit color sample or photograph of proposed housing color scheme. Housing will be attached to integral structural steel frame sized and built to provide support to engine-generator combination even when the complete skid-mounted assembly is placed on an uneven surface.
- 2.9.3. Vendor to furnish generator with conventional housing but with muffler for improved silencing. If proposed muffler is mounted atop housing, housing must have additional support struts and isolation damper mounts at points of muffler attachment. Vendor will provide a rain cap for the exhaust pipe. Muffler mounted on housing will be equipped with bellows style expansion joint coupling(s).
- 2.9.4. Enclosure and all other items will be designed and built by engine-generator set manufacturer as an integral part of the entire assembly. The housing shall be designed and furnished to perform without overheating any of the specified or related engine-generator equipment or components at -35 degrees F to +110 degrees F outdoor ambient temperature.

## 2.10. CONTROLLER AND CIRCUIT BREAKER SPECIFICATIONS

- 2.10.1. The controller will be part of the engine-generator assembly and will be mounted on or near the generator inside the outdoor housing. The controller will provide engine start/stop functions, sense and display engine operating conditions, provide contact closures for Owner connected remote indicating devices, monitor and display generator operating conditions and allow precise setting of generator parameters. All controls and indicators pertinent to operation of the engine-generator unit will be mounted in/on the controller.
- 2.10.2. Controller will accept 2-wire engine-generator start/stop control input from external source such as an automatic transfer switch.
- 2.10.3. All switching to start/stop the engine and related electrical/electromechanical equipment shall be provided in controller.
- 2.10.4. Provide meter(s)/readout(s) for the following:
  - Accumulating Elapsed Running Time
  - Main Alternator Output Frequency
  - Main Alternator Output Voltage, by phase
  - Main Alternator Output Current, by phase
- 2.10.5. Provide controls/switches for the following:
  - Emergency Engine Shutdown
  - Remote/Off/Local Engine Control Switch
  - Main Alternator Output Voltage
  - Indicator Segment/Lamp Test Switch
- 2.10.6. Controller cabinet will be easily accessible for operators and service personnel. Access to cabinet mounted circuitry must be through fold-down or fold-out panels
- 2.10.7. Controller cabinet will be environmentally secure and all circuit boards and component clusters will be conformal coated.
- 2.10.8. All fuses used in control circuits must be mounted in snap-in holders. Fuse holders that use press-and-turn caps mounted through metal panels are unacceptable.
- 2.10.9. Supply programmable mainline three pole circuit breaker of nominal 350 Ampere capacity. Breaker shall be mounted in controller cabinet within the Engine-Generator housing.
- 2.10.10. Vendor will furnish NFPA 110 remote annunciator and control panel for installation by Owner inside backup dispatch facility. Vendor's start up services shall include verification of proper operation of annunciator unit.

- 2.11. **Warranty** – Unit to come with manufacturer’s standard warranty. Attached detailed description of warranty.
- 2.12. **SUB-CONTRACTORS**
- 2.12.1. No subcontractors shall be used without prior **written** approval of the Boone County Representative.
- 2.13. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE**
- 2.13.1. The Contractor to whom the Standby Power Generator contract is awarded must provide evidence they have past experience in the type of work as outlined in the attached specifications for a minimum of five (5) years. Exhibit A is attached for the purpose of listing previous work experience.
- 2.13.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind.
- 2.13.3. The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 2.13.4. The Contractor must comply with all pertinent requirements of the local codes and utility companies.
- 2.13.5. The Contractor shall be responsible for obtaining any and all required permits. The County will not be responsible for the cost of any such permits.
- 2.14. **GENERAL CONDITIONS**
- 2.14.1. In the event any provisions of Contract are not fulfilled by Contractor and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within five (5) days after such written notice.
- 2.14.2. **CONTRACTOR’S RESPONSIBILITY/SERVICE REQUIREMENTS**
- 2.14.3. **Work Hours** - Contractor shall provide service during normal business hours. Normal business hours are Monday – Friday, 7:00 a.m. to 5:00 p.m. central time, excluding holidays.
- 2.14.4. **Equipment/Safety** - The safety of the Contractor’s employees and the public is of prime concern to the County and the Contractor must take all necessary steps to ensure proper safety during the performance of the Contract. Any Bidder that has a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.14.5. **Final Inspection and Approval** - The Contractor shall request the County to conduct inspections after the project is complete. Final project approval is contingent upon the County’s final inspection and written approval.
- 2.14.6. **Property Damage** - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor’s activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.14. **SUBMITTALS**
- 2.14.1. In addition to required bidding documents, Vendor shall submit the following information with the bid:
  - 1. Information brochure on the specific model unit proposed for bid
  - 2. Descriptive information regarding muffler proposed for bid
  - 3. Sample warranty for proposed product
  - 4. Dimension drawings of proposed product including installation requirements and all weights
  - 5. Pertinent details of provision to connect controller to Owner’s alarm reporting equipment
  - 6. Details of Vendor’s service facility, parts availability, and support System
  - 7. Details of housing finish and submit color sample or photograph of proposed housing color scheme.
- 2.14.2. Details of Vendor’s service facility and support system

- 2.15. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.15.1. **Employers Liability and Workers Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.15.2. **Commercial General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- 2.15.3. **Business Automobile Liability –** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.15.4. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.15.5. **Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation).



The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

- 2.16. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.17. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.18. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.19. **SPECIAL CONDITIONS AND REQUIREMENTS**
  - 2.19.1. **Inspection of Facilities** - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required.
  - 2.19.2. **Inspection of Equipment** - The County reserves the right to inspect the Contractor's equipment and to perform such investigation as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Contract.
  - 2.19.3. **Invoices** - The County's BID number should appear on the invoice.
  - 2.19.4. **Billing and Payment** - Payment shall be made at the contract unit price of each of the pay items included in the Contract and will be considered full compensation for all labor, material, and equipment. An invoice should be submitted to Boone County Joint Communications for payment after project completion. The billing address is Boone County Joint Communications, 2145 County Drive, Columbia, MO 65202.
- 2.20. **BID CLARIFICATION** -Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Jacob M. Garrett, Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4393; Fax: (573) 886-4390 or Email: [JGarrett@boonecountymmo.org](mailto:JGarrett@boonecountymmo.org).
- 2.21. **DESIGNEE:** Doug Coley, Director of Facilities Maintenance
- 2.22. **AWARD OF CONTRACT** - The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

- 2.23. **PREVAILING WAGE** - Not less than prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. **Prevailing Wage Order Number 23** is attached. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.24. **Overhead Line Protection: The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.25. **OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
- 2.26. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**
- 2.27. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
- 2.28. **Employment of Unauthorized Aliens Prohibited**
- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
  - (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
  - (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope or by fax, clearly marked with your company name and return address, the proposal number and the due date and time.
  - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
  - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
  - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
  - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
  - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
  - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
  - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. E-mail:

4.7. Federal Tax ID:

4.7.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).

( ) Other (Specify) \_\_\_\_\_

4.8. PRICING

Unit Price

4.8.1. Base Bid: New Standby Power Generator as specified per section 2.  
Make / Model #:

\$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4.9. DESCRIBE WARRANTY (or attach)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

4.11.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_ Date: \_\_\_\_\_

4.11.2. Print Name and Title of Authorized Representative

\_\_\_\_\_

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.







**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**(Please complete and return with Bid)**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date

**EXHIBIT A**  
**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

9/26/16

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 23

Section 010  
**BOONE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by  
John E. Lindsey, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2016

Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.36	55	60	\$21.41
Boilermaker	7/16		\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.26	59	7	\$16.91
Carpenter	6/16		\$25.16	60	15	\$16.10
Cement Mason			\$27.55	9	3	\$12.20
Communication Technician	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction/Lineman)	9/16		\$43.75	43	45	\$5.25 + 36%
Lineman Operator	9/16		\$37.73	43	45	\$5.25 + 36%
Groundman	9/16		\$29.11	43	45	\$5.25 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/16		\$26.87	122	76	\$11.78
Ironworker			\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$22.36	42	44	\$13.19
First Semi-Skilled			\$24.36	42	44	\$13.19
Second Semi-Skilled			\$23.36	42	44	\$13.19
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$25.04	60	15	\$16.10
Marble Mason			\$21.66	124	74	\$12.68
Marble Finisher			\$14.14	124	74	\$9.08
Millwright	6/16		\$26.16	60	15	\$16.10
Operating Engineer						
Group I	6/16		\$28.86	86	66	\$24.98
Group II	6/16		\$28.86	86	66	\$24.98
Group III	6/16		\$27.61	86	66	\$24.98
Group III-A	6/16		\$28.86	86	66	\$24.98
Group IV	6/16		\$26.63	86	66	\$24.98
Group V	6/16		\$29.56	86	66	\$24.98
Painter	6/16		\$23.24	18	7	\$11.78
Pile Driver	6/16		\$26.16	60	15	\$16.10
Pipe Fitter	7/16	b	\$38.00	91	69	\$26.93
Plasterer			\$26.09	94	5	\$12.25
Plumber	7/16	b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$14.87
Sheet Metal Worker	7/16		\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection	7/16		\$33.49	33	19	\$19.45
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.66	124	74	\$12.68
Tile Finisher			\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase



**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 9:** Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 12:** Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

**NO. 18:** Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 28:** Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

**NO. 33:** Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.



**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 42:** Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

**NO. 43:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.04 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**NO. 59:** Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

**NO. 60:** Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 86:** The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

**NO. 94:** Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

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**NO. 101:** Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

**NO. 122:** Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

**NO. 124:** Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

**NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday and holidays falling on Sunday will be observed on the following Monday.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour of fraction thereof worked on any such day .

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 15:** All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

**NO. 19:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

**NO. 23:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

**NO. 44:** All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**NO. 55:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 69:** All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

**NO. 74:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

**NO. 76:** The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction\Lineman)	9/16	\$43.75	9	12	\$5.25 + 36%
Lineman Operator	9/16	\$37.73	9	12	\$5.25 + 36%
Lineman - Tree Trimmer		\$24.15	32	31	\$9.98 + 3%
Groundman	9/16	\$29.11	9	12	\$5.25 + 36%
Groundman - Tree Trimmer		\$17.84	32	31	\$7.50 + 3%
Laborer					
General Laborer	6/16	\$27.96	2	4	\$13.17
Skilled Laborer	6/16	\$27.96	2	4	\$13.17
Millwright	6/16	\$30.83	23	16	\$16.10
Operating Engineer					
Group I	6/16	\$27.94	21	5	\$24.87
Group II	6/16	\$27.59	21	5	\$24.87
Group III	6/16	\$27.39	21	5	\$24.87
Group IV	6/16	\$23.74	21	5	\$24.87
Oiler-Driver	6/16	\$23.74	21	5	\$24.87
Pile Driver	6/16	\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/16	\$29.27	25	21	\$12.45
Group II	6/16	\$29.43	25	21	\$12.45
Group III	6/16	\$29.42	25	21	\$12.45
Group IV	6/16	\$29.54	25	21	\$12.45

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.



**REPLACEMENT PAGE  
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OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.



**REPLACEMENT PAGE  
BOONE COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$ .55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 28:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

**NO. 5:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

**NO. 16:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 21:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 27:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 31:** All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.



## *Standard Terms and Conditions*

Boone County Purchasing  
613 E. Ash Street, Room 109  
Columbia, MO 65201  
Jacob M. Garrett, Buyer  
Phone: (573) 886-4393 – Fax: (573) 886-4390

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

# Boone County Purchasing

Jacob M. Garrett  
Buyer



613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

---

## “NO BID” RESPONSE FORM

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

---

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

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

Bid Number: **06-24JAN17 – Standby Power Generator**

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address/P.O. Box)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. 1660 W. 2nd Street, Suite 650 Cleveland, OH 44113	<b>CONTACT NAME:</b> A. I. King Insurance Agency, Inc. <b>PHONE (A/C, No, Ext):</b> 317-841-6004 <b>E-MAIL ADDRESS:</b> richard@aikinginsurance.com	<b>FAX (A/C, No):</b> 317-841-6006	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Cummins Inc. 500 Jackson Street Mail Code 60805 Columbus IN 47201-6258	<b>INSURER A:</b> Old Republic Insurance Company		<b>NAIC #</b> 24147
	<b>INSURER B:</b> Lexington Insurance Company		19437
	<b>INSURER C:</b> Ace American Insurance Company		22667
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

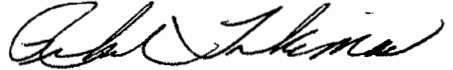
**COVERAGES** **CERTIFICATE NUMBER:** 34643532 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		MWZY 302202-16	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Phy Damage			MWTB 308552	12/1/2016	12/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ Self Insured
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>		62785312	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC 308551 00	12/1/2016	12/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Property Leased/Rented Equipment			FAZD38483018 FAZD38483018	8/1/2016 8/1/2016	8/1/2017 8/1/2017	Limit: \$10,000,000 Special Form including Earthquake & Flood Limit: \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Boone County Government is listed as an additional insured where required by written contract and per policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  Boone County Government 613 E. Ash Street, Room 109 Columbia MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE   Richard Trakimas

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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

All persons or organizations as required by contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**Endorsement #24**

This endorsement, effective 12:01 A.M. 1<sup>st</sup> December, 2016 forms a part of Policy No. 62785312

issued to: **Cummins Inc.**

by: **AIG Europe Limited**

**Commercial Umbrella Liability Policy with CrisisResponse<sup>®</sup>**

**Policy Amendment Endorsement**

It is hereby understood and agreed that **Section VII. DEFINITIONS**, Paragraph M. is amended to include the following additional subparagraph:

8. Any person or organization to whom you become obligated to include as an additional **Insured** under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations, including **Your Work** and **Your Product**, or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
  - a. The coverages and Limits of Insurance of this policy, or
  - b. The coverage and Limits of Insurance required by said contract or agreement.

However, no such person or organization is an **Insured** by virtue of this provision 8. of this Paragraph M. of Section VII. if such person or organization is a partnership, joint venture or limited liability company of which the **Named Insured** is a partner or member, or is a partner or member of such partnership, joint venture or limited liability company.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

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Authorized Representative or  
Countersignature (In States where applicable)





# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of March

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement between Boone County and CM Engineering, Inc. for professional services related to the Boone County Backup 911 Center remodel located at 609 E. Walnut.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement with CM Engineering, Inc.

Done this 23rd day of March, 2017.

ATTEST:

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

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

144-2017

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the 23rd day of March, 2017, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

**Consultant Name:** CM Engineering, Inc. 2801 Woodard Drive, Suite 105, Columbia, Missouri 65202

**Project/Work Description:** Boone County Backup 911 Center Remodel – 609 E. Walnut

**Proposal Description:** CM Engineering, Inc., will perform the services outlined in their proposal directed to Boone County Joint Communications dated February 6, 2017.

**Modifications to Proposal:** Fees and expenses shall not exceed \$3,000.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

**CM ENGINEERING, INC.**

By [Signature]  
Title CEO

Dated: 03/08/2017

**BOONE COUNTY, MISSOURI**

By [Signature]  
Presiding Commissioner

Dated: 3-23-17

**APPROVED AS TO FORM:**

[Signature]  
County Attorney

**ATTEST:**

[Signature]  
County Clerk

**APPROVED:**

[Signature]  
Joint Communications Director

**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 appropriations sufficient to pay the costs arising from this contract.

[Signature] by NA 3-15-17 4102-71211  
Auditor Date

144-2017

February 6, 2017

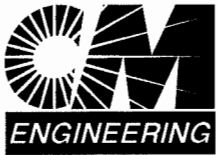
Chad Martin, Director  
Boone County Joint Communications  
17 N. 7th Street, Suite A  
Columbia, MO 65201

RE: Boone Co 911 Center Renovations  
609 E. Walnut Columbia, MO  
Request for Additional Services

Dear Mr. Martin,

CM Engineering, Inc. is pleased to provide services to Boone County and look forward to a continued relationship for future project the county undertakes. Respectively we request additional compensation for services provided beyond our original proposal for the above referenced project for the following un-for seen occurrences:

- 1) In April 2016 timing and level of effort was expected to be three weeks.
  - a) From May 2016 to bid being approved January 2017 approximately 39 weeks.
- 2) In April 2016 level of effort was expected include three site visits.
  - a) So far 10 meetings with the Owner have been attended.
- 3) In April 2016 we were advised Boone County was going to self-perform some of the work and no architect was to be engaged we would show all walls as existing.
  - a) July 2016 PWA was engaged for architectural services. This occurred when deliverables had been started by CM and drafting completed of existing conditions. In order to properly incorporate PWA and coordinate, re-work was required to incorporate architect's drawings.
- 4) In April 2016 the lay out of the space was not expected to change
  - a) July 2016 the space lay out and floorplan changed. This occurred when deliverables were 50% complete. The changes required re-work to revise re-draft to accommodate the changes.
- 5) In April 2016 the existing 200 amp electrical service was to be utilized.
  - a) November 2016 the Owner's representative decided that required the service to the space be changed to a 400 amp service. The changes required re-work to engineer, select equipment and re-draft to accommodate the changes.
- 6) In April 2016 the generator load was to be 80 KW.
  - a) November 2016 Owner's representative decided to furnish a 100KW generator. The changes required re-work to engineer, re-select equipment and re-draft to accommodate the changes.
- 7) In April 2016 scope did not include fire detection and alarm systems.
  - a) October 2016 this was added.
- 8) In April 2016 scope did not include a clean agent fire protection system.
  - a) October 2016 this was added.
- 9) In April 2016 scope and effort did not include preparing cost opinions.
  - a) October 2016 a cost opinion of the work was prepared.



2801 Woodard Dr.  
Suite 105  
Columbia  
Missouri  
65202

Ph. - 573 / 874-9455

[www.cmeng.com](http://www.cmeng.com)

*"Bright Solutions in Engineering"*

RE: Boone Co 911 Center Renovations  
609 E. Walnut Columbia, MO  
Request for Additional Services

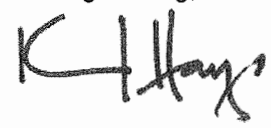
The un-for seen occurrences indicated above have significantly increased the scope and complexity of the work required for CM to complete. This was necessary as the design evolved as new issues became required by the Owner. This increase of scope is also reflected in the cost to provide the construction, which is based on CM's deliverables prepared. In April 2016 estimated mechanical, electrical and plumbing cost of \$89,000.00 and January 2017 approximately \$165,000.00.

For the additional work indicated above, for the anticipated construction administration duties including; shop drawing review, answering questions and providing clarifying information including two site visits for construction observation and or questions and one site visit for final verification of systems we respectfully request:

Additional Engineering Services: \$3,000.00 (Three thousand dollars).

Typically for construction expense of \$165,000.00 we would expect engineering services to run \$12,000.00. With the additional request above the total expense to the county is \$10,100.00. We at CM Engineering, Inc. look forward to providing you with our Professional Services on this project. If there are any questions that may require resolution please feel free to call.

Best Regards  
CM Engineering, Inc.



Kent Hayes  
Chief Executive Officer

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

23rd

day of March

20 17

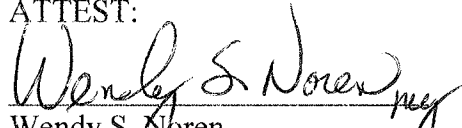
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the attached agreement between Boone County and PW Architects, Inc. for professional services related to the Emergency Communication Center/Sheriff Department Outbuilding.


The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement with PW Architects, Inc.

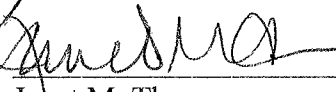
Done this 23rd day of March, 2017.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the 23rd day of March, 2017, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

**Consultant Name:** PW Architects, 2120 Forum Blvd, #101, Columbia, Mo. 65203

**Project/Work Description:** ECC/BCSD Outbuilding – 2145 E. County Dr.

**Proposal Description:** PW Architects, Inc., will perform the services outlined in their proposal directed to Boone County Joint Communications dated February 24, 2017.

**Modifications to Proposal:** Fees and expenses shall not exceed \$8,700.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

**PW ARCHITECTS, INC.**

By [Signature]  
Title PRINCIPAL

Dated: 3-8-17

**BOONE COUNTY, MISSOURI**

By [Signature]  
Presiding Commissioner

Dated: 3-23-17

**APPROVED AS TO FORM:**

[Signature]  
County Attorney

**ATTEST:**

[Signature]  
County Clerk

**APPROVED:**

[Signature]  
Joint Communications Director

**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 appropriations sufficient to pay the costs arising from this contract.

June Pittchford by jj 03/15/17  
Auditor Date  
1190-71101 = \$2,900  
2700-71101 = \$5,800



February 24, 2017

Chad Martin, Director  
Boone Co Joint Communications  
17 N 7<sup>th</sup> St., Suite A  
Columbia, Mo. 65201

Re: Planning Services Proposal  
New Outbuilding on the EECC/BCSD Campus

Dear Chad:

Thank you for the opportunity to submit this proposal for design services for the Assessment of need for a new building to be located on the current EECC/BCSD Campus. The plan you have discussed will be comprised of documenting the need through Owner and stakeholder interview and analysis of the existing site as well as requirements as dictated by the Building Code.

During this process we will provide analysis that will indicate the following:

1. A recommended building size and program based on Owner/Stakeholder Interviews and requirements. We will recommend building construction type based on those needs.
2. Placement options for the building on the site which will indicate location and proposed utility needs.
3. An estimate of probable costs for the construction of the facility and required improvements.

We have included a description of Services and Fees that will be necessary for the study and planning efforts. This will generally include analysis by PWA as Architects and recommendations from Allstate Consultants who will act as a Civil Engineering Consultant through this process to PWA.

Included is a general description of our proposed services along with a fee proposal for the services as you have requested.

If you have any questions, please call.

Sincerely,  
PWArchitects, Inc.

Erik Miller, AIA, CDT  
Principal

EM:em  
Enclosure

**Project Description and Services:**

PWA will provide a report with drawings that comprise the overall needs for a new Office and Storage building to be located on the existing site for the ECC/BCSD Campus located on East County Drive .

The Purpose of this study is to:

- a. Understand and optimize space needs for general storage, vehicle storage and potential light maintenance of vehicles.
- b. Understand and optimize space utilization for support offices and spaces within the facility.
- c. Make recommendations for the building location to optimize vehicular loading and use as well as the potential for expansion.
- d. Understand Utility needs associated with all of the above.

PWA will provide diagrams and written information using data from the County and the recent EECC project as well as the following during the process and in the final report:

- a. Review for the property to determine any constraints for expansion based on existing codes.
- b. Site review to determine the following:
  - Physical constraints of the property in consideration of use and expansion.
  - Existing utility location and size
  - Existing parking and loading
- c. Site Plans and diagrams to support and explain the location and placement along with proposed space needs.
- d. Floor plans and diagrams developed with you to show both a building space use program and overall schematic plan.
- e. Overall Review noting the following:
  - Building Code Analysis
  - Building Mechanical/Electrical Systems recommendations.
  - Investigation of any necessary requirements for Building and Zoning Codes and Ordinances.
- f. Cost Estimates
  - Probable Construction Costs including building, site and infrastructure necessary to construct the facility.

For the purposes of information gathering PWA will conduct meetings with you and all stakeholders to determine the overall space requirements and specific physical needs for the facility. During these meeting we will endeavor to work together to determine:

- a. What types of information are to be included in the study and solicit that information among the internal groups where necessary to determine final decisions.
- b. Solicit data and input on Owner specific equipment that needs to be housed as well as the total occupancy types
- c. Solicit information for data and input on material storage requirements.
- d. Solicit information for requirements of office and support uses for the new building.

Multiple meetings will be required to compile all of the information and we will work with you to schedule meetings at appropriate times and locations to best suit the schedule needs for the deliverables.



**Project Schedule:**

We will develop a schedule with you to complete the necessary materials, commencing within two weeks of Authorization to Proceed. We believe that from inception to final report that this process will take approximately 6 weeks.

**Deliverables for the Final Facilities Plan:**

- a. Up to 8 paper copies of a Final Report and drawings showing final building location options and all programming and space needs analysis.
- b. One electronic copy of the report and all drawings in .pdf form.

**Fee Proposal:**

For the above scope of work, the services listed above will be performed **for a stipulated sum fee of \$8,700.00.**

**Exclusions:**

Items listed below are specifically excluded from this Scope, but can be provided as an additional service following the study as a separate proposal.

- Final Design and Construction Documents for the required improvements.
- Structural Engineering.
- Civil Engineering including storm water studies
- Zoning Processing Assistance
- Surveying.
- Geotechnical Investigations

# CERTIFIED COPY OF ORDER

March Session of the January Adjourned

Term. 20 17

STATE OF MISSOURI

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of

March

20

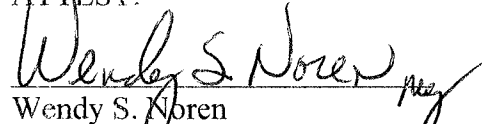
17

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


Now on this day the County Commission of the County of Boone does hereby approve the attached City of Columbia Joint Communications Invoice for the period of October – December, 2016 in the amount of \$57,812.15.


Done this 23rd day of March, 2017

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



17 N. 7<sup>th</sup> Street, Suite A  
Columbia, MO 65201

Phone (573) 886-7202  
Fax (573) 875-1072

## MEMORANDUM

TO: **Boone County Commission**

FROM: **Chad Martin, Director** *CM*

DATE: **March 14, 2017**

RE: **City of Columbia Joint Communications Invoice, Oct – Dec 2016**

---

Attached is the invoice from the City of Columbia pertaining to operating costs of the Joint Communications Center (911 call/dispatch center) for the period October 2016 through December 2016, in the amount of \$57,812.15.

The County's FY 2016 budget includes an appropriation to reimburse the City of Columbia for operating costs of the 911 call center with such reimbursement to be made from the proceeds of the 3/8-cent sales tax dedicated to 911 and emergency management purposes.

The Boone County Auditor's Office and the Finance Department/Account Division of the City have agreed that the City will invoice the County on a quarterly basis for actual expenses incurred for the operation of the 911 call/dispatch center until such time that all operations, and associated costs, are transferred to the County. Documentation supporting the amounts invoiced has been provided by the City which have been reviewed. The documentation supports the invoiced amount and the invoiced expenses appear to be reasonable and directly related to the operations of the 911 Joint Communications call center.

RECEIVED MAR 09 '17



CITY OF COLUMBIA  
FINANCE DEPARTMENT / CASHIERS  
PO BOX 6912  
COLUMBIA, MO 65205  
FOR QUESTIONS CALL: 573-874-7626

# INVOICE

Page 1 of 1

Invoice Date	Invoice No
01/31/2017	4715
Customer Number	
1608	
Invoice Total Due	
\$57,812.15	
Due Date	
01/31/2017	

BOONE COUNTY GOVERNMENT  
17 N 7TH ST STE A  
COLUMBIA, MO 65201

### City of Columbia

Description	Quantity	Price	Original Bill	Adjustment	Paid	Amount Due
JOINT COMMUNICATIONS BOONE COUNTY 4TH QUARTER BILLING OCTOBER-DECEMBER 2016	1.00	\$57,812.15	\$57,812.15	\$0.00	\$0.00	\$57,812.15

<p><b>This account is due and payable to: City of Columbia.</b>  <i>Any remaining unpaid balance will be turned over to collections after 90 days.</i></p>	<b>Invoice Total:</b>	<b>\$57,812.15</b>
--	-----------------------	--------------------

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

Date: 01/31/2017  
Customer No: 1608

Name: BOONE COUNTY GOVERNMENT  
Type: JOINT COMMUNICATIONS  
Invoice Total: \$57,812.15  
Amount Paid:

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF COLUMBIA  
FINANCE DEPARTMENT / CASHIERS  
PO BOX 6912  
COLUMBIA, MO 65205  
FOR QUESTIONS CALL: 573-874-7626

When you provide a check as payment, you authorize us to either use the information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. For inquiries, please call customer service at 874-7373.

Invoice No: 4715  
Due Date: 01/31/2017



## FY 2016 BCJC Budget

	Adopted FY 2016	Amount Due January - March 2016	Amount Due April - June 2016	Amount Due July - September 2016	Amount Due October - December 2016
<b>Operating Budget:</b>					
Personnel Services	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Supplies & Materials	\$14,460	\$391.41	\$36.00	\$318.59	\$46.60
Travel & Training	\$16,500	\$720.00	\$285.00	\$0.00	\$0.00
Intragovernmental Charges	\$210,690	\$53,249.46	\$52,672.47	\$52,672.47	\$47,890.76
Util. Serv & Other Misc.	\$862,799	\$41,080.02	\$20,656.95	\$27,441.04	\$10,002.06
Capital Outlay	\$0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Expenditures</b>	<b>\$1,104,449</b>	<b>\$95,440.89</b>	<b>\$73,650.42</b>	<b>\$80,432.10</b>	<b>\$57,939.42</b>
<b>Offsets:</b>					
Traffic Enforcement	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Southern Boone County Fire Protection 2014 and 2015 Dispatch funds		\$34,884.19			
911 Records Request	\$0	\$90.00	\$257.76	\$16.42	\$127.27
<b>Total Offsets</b>	<b>\$0</b>	<b>\$34,974.19</b>	<b>\$257.76</b>	<b>\$16.42</b>	<b>\$127.27</b>
<b>Total Expenditures Less Offsets</b>	<b>\$1,104,449</b>	<b>\$60,466.70</b>	<b>\$73,392.66</b>	<b>\$80,415.68</b>	<b>\$57,812.15</b>

The FY 2016 budget covers the timeframe of October 1, 2015 - September 30, 2016. This budget assumes all city personnel transition over to be County employees on January 1, 2015.

**BCJC Expenses - Detail by Account Number  
October - December 2016**

<b>Account Number</b>	<b>Account Name</b>	<b>Total</b>
110-3510-517.12-30	Postage	\$46.60
<b>Materials &amp; Supplies Total</b>		<b>\$46.60</b>
110-3510-517.30-44	IT Support and Maint	\$47,602.25
110-3510-517.30-50	Fiber Optics	\$288.51
<b>Intragovernmental Charges Total</b>		<b>\$47,890.76</b>
110-3510-517.35-32	Electric	\$1,040.62
110-3510-517.35-33	Telephone	\$6,532.95
110-3510-517.48-01	Maintenance Agreements	\$387.45
110-3510-517.49-90	Miscellaneous Contractual	\$2,041.04
<b>Utilities, Services &amp; Miscellaneous Total</b>		<b>\$10,002.06</b>
<b>Total Quarterly Expenses</b>		<b>\$57,939.42</b>

**Actual Expenses for BCJC**  
**October - December 2016**  
 From Frank Bohao system <https://hconserv.com/dsa/default.asp>  
 As of 02/28/2017

Account Number	Account Name	Category	Accounting Period	Transaction Code	Transaction Description	Desc1	Encumbrance	Debit	Credit	Total Expenses
110-3510-517.12-30	Postage	Materials & Supplies	117		POSTAG			\$8.07		\$8.07
110-3510-517.12-30	Postage	Materials & Supplies	217		XEROX			\$6.24		\$6.24
110-3510-517.12-30	Postage	Materials & Supplies	317		POSTAG			\$32.29		\$32.29
<b>Total Materials &amp; Supplies</b>										<b>\$46.60</b>
110-3510-517.30-44	IT Support and Maint	Intragovernmental Charges	117		IT Support and Maint			\$15,867.42		\$15,867.42
110-3510-517.30-44	IT Support and Maint	Intragovernmental Charges	217		IT Support and Maint			\$15,867.42		\$15,867.42
110-3510-517.30-44	IT Support and Maint	Intragovernmental Charges	317		IT Support and Maint			\$15,867.42		\$15,867.42
110-3510-517.30-50	Fiber Optics	Intragovernmental Charges	117		FIBER			\$96.17		\$96.17
110-3510-517.30-50	Fiber Optics	Intragovernmental Charges	217		FIBER			\$96.17		\$96.17
110-3510-517.30-50	Fiber Optics	Intragovernmental Charges	317		FIBER			\$96.17		\$96.17
<b>Total Intragovernmental Charges</b>										<b>\$47,890.76</b>
110-3510-517.35-32	Electric	Utilities, Services, & Miscellaneous	117		City of Columbia			\$423.09		\$423.09
110-3510-517.35-32	Electric	Utilities, Services, & Miscellaneous	217		City of Columbia			\$301.94		\$301.94
110-3510-517.35-32	Electric	Utilities, Services, & Miscellaneous	317		City of Columbia			\$315.59		\$315.59
110-3510-517.35-33	Telephone	Utilities, Services, & Miscellaneous	217		CENTURYLINK-COLUMBIA	ACCOUNT 431595227 EMPSJC		\$1,572.23		\$1,572.23
110-3510-517.35-33	Telephone	Utilities, Services, & Miscellaneous	317		CENTURYLINK-COLUMBIA	ACCOUNT 431595227 EMPSJC		\$1,555.63		\$1,555.63
110-3510-517.35-33	Telephone	Utilities, Services, & Miscellaneous	317		CENTURYLINK-COLUMBIA	ACCOUNT #431595227		\$1,552.59		\$1,552.59
110-3510-517.35-33	Telephone	Utilities, Services, & Miscellaneous	117		OCT PHONE			\$617.50		\$617.50
110-3510-517.35-33	Telephone	Utilities, Services, & Miscellaneous	217		NOV PHONE			\$617.50		\$617.50
110-3510-517.35-33	Telephone	Utilities, Services, & Miscellaneous	317		DEC PHONE			\$617.50		\$617.50
110-3510-517.48-01	Maintenance Agreements	Utilities, Services, & Miscellaneous	217		MISSOURI STATE HIGHW	43600081004		\$387.45		\$387.45
110-3510-517.49-90	Miscellaneous Contractual	Utilities, Services, & Miscellaneous	117		LISA ARNOLD CLEANING	CLEANING SERVICES		\$711.04		\$711.04
110-3510-517.49-90	Miscellaneous Contractual	Utilities, Services, & Miscellaneous	217		LISA ARNOLD CLEANING	NOVEMBER JANITORIAL SERVICES		\$610.00		\$610.00
110-3510-517.49-90	Miscellaneous Contractual	Utilities, Services, & Miscellaneous	317		LISA ARNOLD CLEANING	DECEMBER JANITORIAL SERVICES		\$610.00		\$610.00
110-3510-517.49-90	Miscellaneous Contractual	Utilities, Services, & Miscellaneous	117		PAT MURPHY JOINT COMM	PARKING		\$80.00		\$80.00
110-3510-517.49-90	Miscellaneous Contractual	Utilities, Services, & Miscellaneous	317		ROTLER PEST & LAWN	BUILDING MAINTENANCE SERVICE		\$30.00		\$30.00
<b>Total Utilities, Services, &amp; Miscellaneous</b>										<b>\$10,002.06</b>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

23rd

day of March

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the attached cooperative agreement between Boone County Joint Communications and T-Mobile Central, LLC to provide 311 dialing service.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 23rd day of March, 2017.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Fred J. Parry  
Fred J. Parry  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



## 311 Service Level Agreement

### COOPERATIVE AGREEMENT BETWEEN BOONE COUNTY JOINT COMMUNICATIONS AND T-MOBILE CENTRAL LLC D/B/A T-MOBILE

This Cooperative Agreement dated February 6, 2017 shall constitute the terms and conditions under which **T-Mobile Central LLC, ("T-Mobile")**, a Delaware limited liability company, having its principal place of business at 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006, shall provide 311 dialing service to Boone County Joint Communications (the "Requesting Entity").

This Cooperative Agreement governs the relationship between the Requesting Entity and T-Mobile regarding 311 dialing service (the "Agreement"). The following shall constitute the terms and conditions of this Agreement:

#### Terms and Conditions

##### 1. General Information.

- a. **311 Service Description.** 311 service is a three digit dialing arrangement available in specified areas for delivery of Boone County Joint Communications non-emergency police and other government agency information and assistance via voice grade facilities.
- b. **Certification of Requesting Entity.** The Requesting Entity certifies that it provides access to Boone County Joint Communications non-emergency police and other government agency information and assistance via voice grade facilities within the areas defined by Boone County Joint Communications that it has received any requisite state approval to designated 311 dialing service, and thus is qualified to request the use of 311 Service.

##### 2. Requesting Entity's Obligations.

- a. **Provision of Termination Number.** The Requesting Entity has provided T-Mobile with a routing number of 573-442-6131, to which all 311 calls should be translated ("**Termination Number**"). The Requesting Entity certifies that the Termination Number will allow callers from within Boone County Joint Communications boundaries to complete calls on a local basis. If the Requesting Entity fails to provide T-Mobile with the Termination Number within 60 days from the date of this Agreement, T-Mobile's offer to provide 311 service to the Requesting Party shall be deemed withdrawn and the terms and conditions of the Agreement shall be null and void.

- b. **Change of Termination Number(s).** The Requesting Entity may change the Termination Number(s), provided, however, that it must give T-Mobile at least 30 day notice of the change of such number(s) to provide T-Mobile adequate time to implement necessary changes in its network to ensure proper routing. The Requesting Entity must also give T-Mobile 30 day notice of a change in the carrier's providing the toll free Termination Number, as this will affect our routing.
- c. **Provision of Boone County Joint Communications Non-emergency Police and Other Government Agency Information and Assistance.** No later than 6 months from the date of request (or upon another mutually agreed upon date) the Requesting Entity shall provide Boone County Joint Communications non-emergency police and other government agency information and assistance to customers who dial 311. The Requesting Entity agrees to have procured sufficient telecommunications facilities and services and to have adequate staffing levels and hours of service to handle its expected volume of calls.
- d. **Testing.** The Requesting Entity shall participate fully in all testing deemed necessary or appropriate by T-Mobile for implementation of 311 service.

### 3. **T-Mobile's Obligations.**

- a. **Implementation.** T-Mobile will translate 311 to the Termination Number(s) and will use its commercially reasonable best efforts to route 311 calls it receives from its subscribers and others using the T-Mobile network in Boone County Joint Communications within the designated boundaries to those numbers. Normal airtime charges apply to T-Mobile customers.
- b. **Timing of Implementation.** T-Mobile will provision the Requesting Entity's order within a reasonable time to be mutually agreed upon by the parties, no sooner than six weeks nor later than six months after receiving a request.
- c. **Availability.** T-Mobile will use its commercially reasonable best efforts to make the 311 dialing code (as translated to the Termination Number(s)) available to its subscribers in areas of Boone County, Missouri within the designated boundaries where T-Mobile owns facilities and provides its wireless mobility services. In those cases where T-Mobile's service area extends beyond the designated boundaries, T-Mobile will use its best efforts to correlate its 311 translations within those boundaries. However due the nature of the radio-based service it provides, exact correlation is not possible. Access to the 311 dialing code may be available in locations in Boone County, Missouri outside of T-Mobile's service area. T-Mobile shall have no obligation to make the 311 dialing code available to any person or entity

within Boone County, Missouri and designated boundaries, but outside T-Mobile's service area, or to non-T-Mobile subscribers.

4. **General Provisions.**

- a. **Term.** Subject to section 4.b., the term of this Agreement shall commence on the date of execution of the Agreement by the parties and shall continue for a period of one (1) year. After the conclusion of the initial one-year term, the Agreement will continue until terminated by either party with thirty (30) days advance written notice.
- b. **Termination.** The Requesting Entity acknowledges that a final decision has not been reached by the FCC as to whether commercial mobile radio service ("CMRS") providers such as T-Mobile are required to provide 311 service. Motions for Reconsideration are currently pending in CC Docket No. 92-105 regarding CMRS carrier participation in certain abbreviated dialing services. Accordingly, T-Mobile may elect to terminate this Agreement upon 60 day notice to the Requesting Entity, if the FCC determines by a final and non-appealable order that (i) CMRS carriers, such as T-Mobile, are not required to provide 311 service; or (ii) the 311 dialing code should no longer be assigned to non-emergency police and other governmental agency information and assistance. Either party may terminate this Agreement upon 60 day notice in the event of any emergency or other event outside the reasonable control of the party that impairs or prevents the part from performing its obligations herein. Either party may terminate this Agreement in whole or in part in the event of a default by the other party; provided however, that the non-defaulting party notifies the defaulting party in writing of the alleged default and that the defaulting party does not cure the alleged default within 60 days of receipt of written notice thereof. Default is defined to include (i) a party's insolvency or the initiation of bankruptcy or receivership proceeding by or against the party; or (ii) a party's refusal or failure in any material respect property to perform its material obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.
- c. **Transfer.** The Requesting Entity may not sell or otherwise transfer the 311 number (or the provision of the Boone County Joint Communications non-emergency police and other governmental agency information and assistance) to any person or entity not affiliated with the Requesting Entity.

- d. **Indemnification.**
- (i) Only to the extent permitted by Missouri law, the Requesting Entity shall defend, indemnify, protect and hold T-Mobile harmless against all suits, actions, claims, demands and judgments, and all of the costs, expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with (directly or indirectly) (a) any breach or default in the performance of any obligation on the Requesting Party's part to be performed under this Agreement, and, (b) with Requesting Entity's provision of Boone County Joint Communications non-emergency police and other governmental agency information and assistance via voice grade facilities.
  - (ii) T-Mobile shall defend, indemnify, protect and hold the Requesting Entity harmless against all suits, actions, claims, demands and judgments, and all of the costs, expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with (directly or indirectly) any breach or default in the performance of any obligation on T-Mobile's part to be performed under this Agreement.
- e. **Limitation of Liability.** In no event shall T-Mobile be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Requesting Entity, its employees, or agents, in connection with the service requested by the Requesting Entity. T-Mobile shall not be responsible to the Requesting Entity for calls that cannot be completed as a result of repair or maintenance difficulties on T-Mobile facilities and equipment nor on equipment owned or leased by the Requesting Entity. Except as otherwise provided in this Agreement, each party agrees that the other party shall in no event be liable for, and each party expressly waives its right to claim, any indirect, special, collateral, exemplary, incidental or consequential damages (including, but not limited to, lost profits) directly or indirectly arising out of or in connection with performance or nonperformance of the services to be provided under this Agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER T-MOBILE NOR THE REQUESTING ENTITY ASSUMES ANY LIABILITY FOR ANY ACT OR OMISSION OF THE OTHER, BY VIRTUE OF ENTERING INTO THIS AGREEMENT.
- f. **Disclaimer of Warranties.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT

NO PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR ANY SERVICE (OR GOOD) PROVIDED UNDER THIS AGREEMENT. T-MOBILE PROVIDES A SERVICE UNDER THIS AGREEMENT AND NOT "GOODS" AS DEFINED IN THE UNIFORM COMMERCIAL CODE.

- g. **Contact Information.** All contacts regarding this Agreement shall be provided to T-Mobile in writing (by email or overnight courier), as follows:

T-Mobile USA, Inc.  
1755 Creekside Oaks Drive, Suite 190  
Sacramento, CA 95833  
Attn: Jeni Santana  
Email: jeni.santana@t-mobile.com

In WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Cooperative Agreement and to affix their respective corporate seals, all on the date and year first above written.

ATTEST:

*Wendy S. Nover my  
County Clerk*

BOONE COUNTY JOINT  
COMMUNICATIONS

*[Handwritten Signature]*  
\_\_\_\_\_  
Dan Atwill, Presiding Commissioner

ATTEST:

T-MOBILE CENTRAL LLC

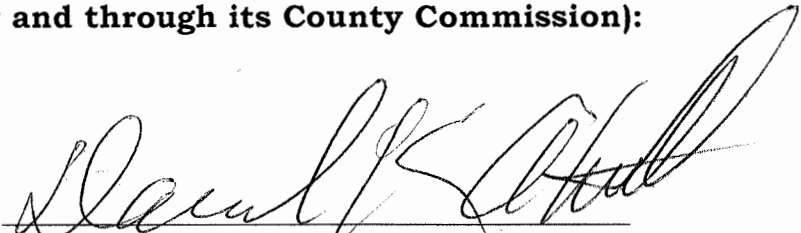
*[Handwritten Signature]*  
\_\_\_\_\_  
Jennifer Silveira  
Vice President, Engineering

**Jennifer J. Silveira**  
Central Area Vice President - Engineering

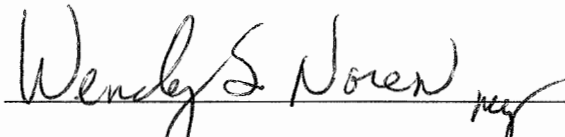
APPROVED AS  
TO LEGAL FORM  
*[Handwritten Signature]*  
DATE: 3-15-12

**THE COUNTY OF BOONE**

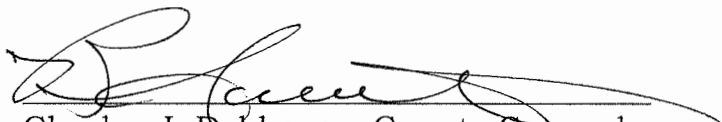
**(By and through its County Commission):**

BY:   
Daniel K. Atwill, Presiding Commissioner

ATTEST:

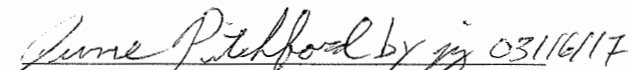
  
Wendy S. Noren, County Clerk

**Approved as to legal form:**

  
Charles J. Dykhouse, County Counselor

**Auditor Certification:**

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

  
June E. Pitchford, Auditor      Date 03/16/17  
No Encumbrance Required

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

23rd

day of March

20 17

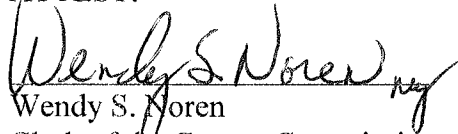
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached cooperative agreement between Boone County Joint Communications and AT&T Mobility to provide abbreviated 311 dialing service.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 23rd day of March, 2017.

ATTEST:

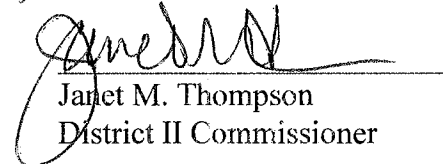
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Eary  
District I Commissioner



Janet M. Thompson  
District II Commissioner





Monday March 6, 2017

Dan Atwill  
Boone County Presiding Commissioner

**Re: AT&T Mobility 3-1-1 Abbreviated Dialing Agreement  
County of Boone, MO**

Dear Dan:

This letter agreement (the "Agreement") constitutes the terms and conditions under which AT&T Mobility LLC ("AT&T Mobility") will provide 311 abbreviated dialing service to the County of Boone, MO (the "Requesting Entity") within the jurisdiction described in Exhibit "A", attached hereto and incorporated herein by reference (the "Jurisdiction"). AT&T Mobility and the Requesting Entity are referred to herein individually as a "Party" or together as the "Parties."

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T Mobility and the Requesting Entity hereby agree to the following terms and conditions:

**1. 311 Service; Request; Certification.**

- a. **311 Service.** "311 Service" is a three digit abbreviated dialing arrangement for accessing non-emergency police and other government services in a particular jurisdiction. Pursuant to Order by the Federal Communications Commission (FCC) in CC Docket 92-105 (the "FCC Order"), 311 Service is made available upon request to a requesting entity for a particular jurisdiction.
- b. **Request.** Requesting Entity requests 311 Service from AT&T Mobility for the Jurisdiction.
- c. **Certification.** Requesting Entity certifies that it provides or is capable of providing access to non-emergency police and other government services for the Jurisdiction, that it has received any and all requisite approvals necessary for it to be the designated provider of such services, and therefore it is qualified to request the provision of 311 Service from AT&T Mobility for the Jurisdiction.

**2. Requesting Entity's Obligations.**

- a. **Provision of Termination Number.** Requesting Entity certifies that the Termination Number set forth below will allow callers from within the Jurisdiction to complete calls on a toll-free basis. Requesting Entity also agrees to disclose in any advertising or



publication pertaining to 311 Service that air time and other charges may apply.

Termination Number: 573-442-6131

- b. Change of Termination Number; Notice.** Requesting Entity may change the Termination Number upon a minimum thirty (30) days prior notice of the change to AT&T Mobility. Any such Termination Number change may result in additional charges as set forth herein. Requesting Entity must also give AT&T Mobility thirty (30) days prior notice of a change in the carrier providing the toll free Termination Number.
- c. Provision of Non-Emergency Police and Government Service.** Upon provision of the Termination Number (or upon another mutually agreed upon date), Requesting Entity must be capable of providing non-emergency police and other government services to all users of the AT&T Mobility network that dial 311. Requesting Entity must procure sufficient telecommunications facilities and services and have adequate staffing levels and hours of service to handle the call volume. Requesting Entity will comply with any orders and rules pertaining to 311 Service adopted by the FCC.
- d. Testing.** Requesting Entity will cooperate in good faith and participate fully in all 311 Service implementation testing deemed necessary or appropriate by AT&T Mobility.

### 3. AT&T Mobility's Obligations.

- a. Implementation.** AT&T Mobility will translate 311 to the Termination Number and use its best commercial efforts to route all 311 calls it receives from subscribers and others using the AT&T Mobility network in the Jurisdiction to that Termination Number. AT&T Mobility will use commercially reasonable efforts to correlate its 311 Service translations with non-emergency police and other government services boundaries in the Jurisdiction. Due to the nature of the wireless service, neither exact correlation nor exact coverage predictions are possible and, accordingly, AT&T Mobility does not guarantee coverage within or outside the Jurisdiction or guarantee routing accuracy for all 311 calls. Coverage and routing of 311 calls may be affected by many factors, including terrain, weather, foliage, buildings, other construction, signal strength, customer equipment and other factors. AT&T Mobility has no obligation to make 311 Service available to any person or entity within the Jurisdiction but outside AT&T Mobility's service area or to non-AT&T Mobility subscribers.
- b. Timing of Implementation.** AT&T Mobility will provision the Requesting Entity's order within six (6) months of the effective date set forth below (the "Effective Date") or by a time to be mutually agreed upon by the Parties.

### 4. General Provisions.

- a. Term.** The initial term of this Agreement will commence on the Effective Date, and will continue for a period of one (1) year. After the conclusion of the initial term, the



Agreement will continue on a month-to-month basis until terminated by either Party with thirty (30) days advance written notice.

**b. Termination.**

- i. AT&T Mobility may terminate this Agreement upon sixty (60) days' notice to Requesting Entity if the FCC determines by a final order that the 311 dialing code should no longer be assigned to non-emergency police and other government services or that 311 Service is subject to conditions that are contrary to this Agreement.
- ii. To the extent not preempted by governing law, either Party may also terminate this Agreement upon sixty (60) days' notice in the event of any emergency or other event outside the reasonable control of the Party that impairs or prevents the Party from performing its obligations herein.
- iii. Either Party may terminate this Agreement in whole or in part upon notice in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) days of receipt of written notice thereof. Default is defined to include (i) a Party's insolvency or the initiation of bankruptcy or receivership proceeding by or against the Party; or (ii) a Party's refusal or failure in any material respect properly to perform its material obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

- c. Indemnification.** Only to the extent permitted by Missouri law, Requesting Entity will defend, indemnify, protect and hold AT&T Mobility harmless against all suits, actions, claims, demands and judgments, and all of the costs, expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with (directly or indirectly) (a) any breach or default in Requesting Entity's performance of any of its obligation under this Agreement and/or (b) with Requesting Entity's provision of non-emergency police and other government services. Notwithstanding such indemnification obligations or any limitation thereof by applicable law, nothing herein shall limit any rights, claims or remedies available to AT&T Mobility in connection with any breach or default by Requesting Entity or Requesting Entity's provision of non-emergency police and other government services.

**d. Limitation of Liability; Disclaimer of Warranties.**

- i. IN NO EVENT WILL AT&T MOBILITY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TOLL FRAUD, LOSS OF USE, LOSS OF DATA, LOSS OF OR DAMAGE TO



PROPERTY OR PERSON, AND PHYSICAL, MENTAL OR EMOTIONAL DISTRESS, DAMAGES, OR INJURIES ) SUSTAINED OR INCURRED IN CONNECTION WITH: (1) THE USE OR ATTEMPTED USE OR THE PERFORMANCE OR NON-PERFORMANCE OF 311 SERVICE; (2) CAUSES BEYOND THE CONTROL OF AT&T MOBILITY; (3) ANY SERVICE, PRODUCT, OR ACTION OF ANY PERSON OTHER THAN AT&T MOBILITY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS; AND/OR (4) ANY OTHER CAUSE RELATED IN ANY WAY TO 311 SERVICE.

ii. ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT.

iii. AT&T Mobility will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on AT&T Mobility facilities and equipment nor on equipment owned or leased by the Requesting Entity. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER AT&T MOBILITY NOR THE REQUESTING ENTITY ASSUMES ANY LIABILITY FOR ANY ACT OR OMISSION OF THE OTHER, BY VIRTUE OF ENTERING INTO THIS AGREEMENT.

e. **No Third Party Beneficiaries.** 311 Service within the Jurisdiction is provided solely for the benefit of Requesting Entity. The provision of such service will not be interpreted, construed, or regarded as being for the benefit of or creating any obligation toward, or any right of action on behalf of, any third person or other legal entity, including subscribers or other users of the AT&T Mobility network.

5. **Notices.** All notices made in connection with this Agreement will be provided to the Parties following addresses:

If to AT&T Mobility:

Joseph Brahim  
Sr Specialist – Tech Proj Manager  
1 AT&T Way, Bedminster NJ 07921  
(908) 901-2911

If to Requesting Entity:

Dan Atwill  
Boone County Presiding Commissioner  
801 East Walnut, Rm. 333, Columbia, MO 65201-7732

**EFFECTIVE DATE: 03/06/2017**



**AT&T MOBILITY LLC**

By: \_\_\_\_\_

Name: Joseph Brahim

Title: Sr Specialist – Tech Proj Mgmt

Date: 02/14/2017

**Boone County MO**

By: \_\_\_\_\_


Name: Dan Atwill

Title: Boone County Presiding Commissioner

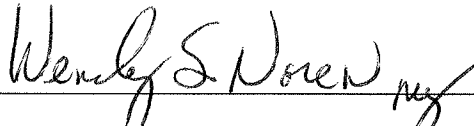
Date:

**THE COUNTY OF BOONE**

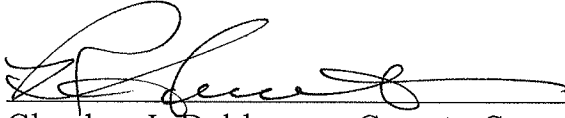
**(By and through its County Commission):**

BY:   
Daniel K. Atwill, Presiding Commissioner

ATTEST:

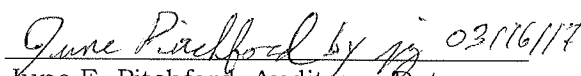
  
Wendy S. Noren, County Clerk

**Approved as to legal form:**

  
Charles J. Dykhouse, County Counselor

**Auditor Certification:**

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

  
June E. Pitchford, Auditor      Date      03/16/17  
No Encumbrance Required

# CERTIFIED COPY OF ORDER

March Session of the January Adjourned

Term. 20 17

STATE OF MISSOURI

} ea.

County of Boone

In the County Commission of said county, on the

23rd

day of

March

20

17

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

NOW, ON THIS DAY, the County Commission of the County of Boone takes up the adoption the Boone County Building Code, including: the International Building Code 2015; the International Residential Code 2015; the International Plumbing Code 2015; the International Mechanical Code 2015; the International Fuel Gas Code 2015; the International Existing Building Code 2015; the International Energy Conservation Code 2015 and, the National Electric Code 2014.

WHEREAS, the Boone County Commission conducted three public hearings, after due public notice, into the issue of adoption of the Boone County Building Code, including all the above-mentioned particular codes; and,

WHEREAS, the Boone County Building Code Commission has recommended that the County Commission adopt those codes as amended, including appendices and referenced standards as the County's Building Code; and,

WHEREAS, all required notices have been given and all required public hearings have been held;

NOW, THEREFORE, County Commission of the County of Boone does hereby adopt the Boone County Building Code, including: the International Building Code 2015; the International Residential Code 2015; the International Plumbing Code 2015; the International Mechanical Code 2015; the International Fuel Gas Code 2015; the International Existing Building Code 2015; the International Energy Conservation Code 2015 and, the National Electric Code 2014, all of which are adopted as amended, including appendixes and referenced standards, as recommended by the Boone County Building Code Commission, and including also the following attachments.

All previous versions of the Boone County Building Code are repealed on the effective date of this Commission Order.

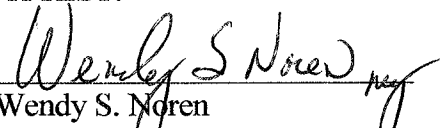
The effective date of this Commission Order is April 1, 2017

Attachments:

1. Notice of County Commission hearings scheduled for 2/23/2017, 3/02/2017 and 3/07/2017; affidavit of publication from Columbia Daily Tribune newspaper.
2. Notice of County Commission hearings, scheduled for 2/23/2017, 3/02/2017 and 3/07/2017; affidavit of publication from Columbia Missourian newspaper.
3. Affidavit of posting employee of posting here in Government Center.
4. Affidavit of posting employee of posting at Centralia City Hall.
5. Affidavit of posting employee of posting at Hallsville City Hall.
6. Affidavit of posting employee of posting at Ashland City Hall.
7. Minutes from 2/23/17 County Commission meeting showing the public hearing was opened for the amendment and adoption of the Boone County Building Code as indicated above.
8. Minutes from 3/02/17 County Commission meeting showing the public hearing was opened for the amendment and adoption of the Boone County Building Code as indicated above.
9. Minutes from 3/07/17 County Commission meeting showing the public hearing was opened for the amendment and adoption of the Boone County Building Code as indicated above.
10. Complete copy of the amendments to the Boone County Building Code, including:
  - a. The International Building Code 2015;
  - b. The International Residential Code 2015;
  - c. The International Plumbing Code 2015;
  - d. The International Mechanical Code 2015;
  - e. The International Fuel Gas Code 2015;
  - f. The International Existing Building Code 2015;
  - g. The International Energy Conservation Code 2015, and
  - h. The National Electrical Code 2014

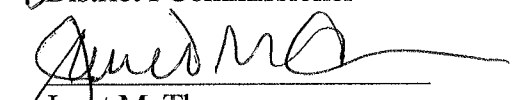
Done this 23rd day of March, 2017

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner





# COLUMBIA DAILY TRIBUNE





P.O. Box 798 • Columbia, MO • 65205-0798

## ADVERTISING INVOICE and STATEMENT

BILLING PERIOD		ADVERTISER/CLIENT NAME	
01/30/17 - 02/26/17		BC PLANNING/BUILDING	
TOTAL AMOUNT DUE	*UNAPPLIED AMOUNT	TERMS OF PAYMENT	
553.90		NET DUE 28 DAYS	
CURRENT-NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS
553.90	0.00	0.00	0.00

INVOICE NUMBER	PAGE #	BILLING DATE	BILLED ACCOUNT NUMBER	PARENT ACCOUNT NUMBER
1318990	1	02/26/2017	13397	13397

BILLED ACCOUNT NAME & ADDRESS  
 BC PLANNING/BUILDING  
 \*\*\*ATTN PAULA EVANS  
 801 E WALNUT ST RM 210  
 COLUMBIA MO 65201-4890

CREDIT CARD PAYMENTS	
 Card Number: _____	
 Exp. Date: _____ Amt. to pay: _____	
 Signature: _____	
 Name on Card: _____	

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	REFERENCE	PUB	DESCRIPTION - OTHER COMMENTS / CHARGES	SIZE/PAGES	TIMES	RATE	BALANCE
			BALANCE FORWARD				74.64
02/05	<u>59783</u>	CDT	T-VINE ENTERPRISE	2 X 5.50	1	14.90	163.90
02/05	<u>59784</u>	CDT	BILL MCWILLIAMS	2 X 5.50	1	14.90	163.90
02/05	<u>59785</u>	CDT	NORTH BATTLEGROUND	2 X 5.50	1	14.90	163.90
02/07	<u>60057</u>	CDT	PUBLIC HEARING - BUILDING COD	2 X 2.50	1	12.44	62.20
02/21	191856		PAYMENT				(74.64)

CONTRACT NAME: Net Dollar Volume	EXPIRES 04/30/2017	COMMITMENT 24000.00	PERIOD 3721.09	TO DATE 33210.46	TO FULFILL -9210.46
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### STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS

CURRENT-NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS	*UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
553.90	0.00	0.00	0.00		553.90

# COLUMBIA DAILY TRIBUNE

101 North 4th Street • P.O. Box 798  
 Columbia, MO 65205 • (573) 815-1500

\*UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

INVOICE NUMBER	ADVERTISER INFORMATION			
	BILLING PERIOD	BILLED ACCOUNT NUMBER	PARENT ACCOUNT NUMBER	ADVERTISER / CLIENT NAME
1318990	01/30/17 - 02/26/17	13397	13397	BC PLANNING/BUILDING



## **NOTICE OF PUBLIC HEARING**

THE BOONE COUNTY COMMISSION WILL CONDUCT PUBLIC HEARINGS ON PROPOSED REVISIONS TO THE BOONE COUNTY BUILDING CODES ON THE FOLLOWING DATES:

<b>THURSDAY, FEBRUARY 23</b>	<b>1:30 PM</b>
<b>THURSDAY, MARCH 2</b>	<b>1:30 PM</b>
<b>TUESDAY, MARCH 7</b>	<b>9:30 AM</b>

ALL HEARINGS WILL BE HELD IN THE COUNTY COMMISSION CHAMBERS OF THE ROGER B. WILSON COUNTY GOVERNMENT CENTER,  
801 E WALNUT ST., COLUMBIA

INFORMATION CONCERNING THE PROPOSED CHANGES MAY BE OBTAINED FROM THE OFFICE OF BOONE COUNTY RESOURCE MANAGEMENT,  
801 E. WALNUT ST., RM. 315, COLUMBIA, MO  
65201.

13397

BC Planning / Old

# work bill

to extended or modified. That gives unions a few months to try to rework contracts and delay the effects of the law.

Data are inconclusive about the effects of right-to-work on union membership, which has varied by state.

Greitens' signature isn't necessarily the end of the right-to-work battle in Missouri.

Missouri AFL-CIO President Mike Louis has submitted several versions of a proposed initiative petition to the secretary of state's office that would reverse a right-to-work law. If enough signatures are collected, voters could decide in 2018 whether to adopt a constitutional amendment protecting workplace contracts requiring all employees to pay fees covering the costs of union representation.

from former sewer utility supervisor Bill Weitkemper that the Bear Creek sewer line for the property was overloaded and inadequate for the new plant.

Dye, along with environmental advocate Ken Midkiff, also objected to what they called the secrecy behind the land deal and recruitment of Aurora.

COLUMBIA DAILY TRIBUNE

**THINKING IN INK**

Another way to think in ink.

## NOTICE OF PUBLIC HEARING

THE BOONE COUNTY COMMISSION WILL CONDUCT PUBLIC HEARINGS ON PROPOSED REVISIONS TO THE BOONE COUNTY BUILDING CODES ON THE FOLLOWING DATES:

- Thursday, February 23 1:30 PM
- Thursday, March 2 1:30 PM
- Tuesday, March 7 9:30 AM

ALL HEARINGS WILL BE HELD IN THE COUNTY COMMISSION CHAMBERS OF THE ROGER B. WILSON COUNTY GOVERNMENT CENTER, 801 E WALNUT ST., COLUMBIA.

INFORMATION CONCERNING THE PROPOSED CHANGES MAY BE OBTAINED FROM THE OFFICE OF BOONE COUNTY RESOURCE MANAGEMENT, 801 E. WALNUT ST., RM. 315, COLUMBIA, MO 65201.

60057



# MISSOURI

## MEN'S BASKETBALL

### SATURDAY AT 2:30 PM

# VS



# MILITARY APPRECIATION DAY

PAST AND PRESENT MILITARY ELIGIBLE FOR A SPECIAL \$10 TICKET

FIRST 3000 FANS RECEIVE A SPECIAL RED WHITE AND BLUE T-SHIRT!

1-800 CAT PAWS - 884-PAWS - MUTIGERS.COM





# THE COLUMBIA MISSOURIAN

P.O. BOX 917  
 COLUMBIA, MO 65205  
 Tel: (573) 882-2775  
 Fax: (573) 884-5293

# STATEMENT

Billing Date: <b>02/28/17</b>
Customer Number: <b>30954018</b>
Page: <b>1</b>

Boone Co. Resource Management  
 Attn: Paula Evans  
 801 East Walnut, Room 315  
 Boone County Government Center  
 Columbia MO 65201-7730

DATE	TYPE	REF NUMBER	DESCRIPTION	# OF INS	COLS	SIZE	\$/PER COL IN.	AMOUNT																		
02/07/17	INV	A/R:1728678 Ord:30997670	Public Hearing - Proposed Revisions Columbia Missourian Legals, Free Form 02/07/2017 Tearsheet	1	2.00	8.00 In	7.90	63.20																		
<table border="1"> <tr> <td>ACCOUNTS RECEIVABLE</td> <td>CURRENT</td> <td>31-60</td> <td>61-90</td> <td>90-120</td> <td>Over 120</td> <td colspan="3"></td> </tr> <tr> <td>AGING</td> <td>63.20</td> <td>.00</td> <td>.00</td> <td>.00</td> <td>.00</td> <td colspan="3"></td> </tr> </table>									ACCOUNTS RECEIVABLE	CURRENT	31-60	61-90	90-120	Over 120				AGING	63.20	.00	.00	.00	.00			
ACCOUNTS RECEIVABLE	CURRENT	31-60	61-90	90-120	Over 120																					
AGING	63.20	.00	.00	.00	.00																					

Please detach and return this portion with payment. To ensure proper credit to your account, please write your customer number on your check. If you have any questions about your account, please contact (573) 882-2775 or 882-5742. 1 1/2% Monthly or 18% per annum will be charged on all accounts 30 days past due.	Billing Date <b>02/28/17</b>
	Customer Number <b>30954018</b>
<b>Advertising</b>	<b>PLEASE PAY: 63.20</b>

THE COLUMBIA MISSOURIAN  
 Attn: Accounts Receivable  
 P.O. Box 917  
 COLUMBIA, MO 65205

(573) 886-4330  
 Boone Co. Resource Management  
 801 East Walnut, Room 315  
 Boone County Government Center  
 Columbia MO 65201-7730

BOONE COUNTY RESOURCE MANAGEMENT  
ATTN: PAULA EVANS  
801 EAST WALNUT, ROOM 315  
BOONE COUNTY GOVERNMENT CENTER  
COLUMBIA, MO 65201-7730

## AFFIDAVIT OF PUBLICATION AND INVOICE

PO # \_\_\_\_\_ Invoice #30997670

See Attached

STATE OF MISSOURI )  
County of Boone ) ss.

I, Bryan Chester, being duly sworn according to law state that I am one of the publishers of the *Columbia Missourian*, a daily newspaper of general circulation in the County of Boone where located: which has been admitted to the Post Office as second class matter in the City of Columbia, Missouri the city of publication: which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provision of Section 493.050, Revised Statutes of Missouri, 1969. The affixed notice appeared in said newspaper on the following consecutive issues:

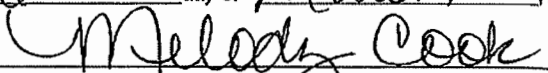
1st Insertion	February 7, 2017
2nd Insertion	, 2017
3rd Insertion	, 2017
4th Insertion	, 2017
5th Insertion	, 2017
6th Insertion	, 2017
7th Insertion	, 2017
8th Insertion	, 2017
9th Insertion	, 2017
10th Insertion	, 2017
11th Insertion	, 2017
12th Insertion	, 2017
13th Insertion	, 2017
14th Insertion	, 2017
15th Insertion	, 2017
16th Insertion	, 2017
17th Insertion	, 2017
18th Insertion	, 2017
19th Insertion	, 2017
20th Insertion	, 2017
21st Insertion	, 2017

COLUMBIA MISSOURIAN

PRINTER'S FEE \$63.20

By:   
(Bryan Chester, General Manager)

Subscribed and sworn to before me this  
10th day of March, 2017

  
(Melody Cook, Notary Public)  
My Commission Expires October 16, 2020

MELODY COOK  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Commissioned for Cooper County  
My Commission Expires Oct. 16, 2020  
Commission ID #12405232



## **NOTICE OF PUBLIC HEARING**

THE BOONE COUNTY COMMISSION WILL CONDUCT PUBLIC HEARINGS ON PROPOSED REVISIONS TO THE BOONE COUNTY BUILDING CODES ON THE FOLLOWING DATES:

<b>THURSDAY, FEBRUARY 23</b>	<b>1:30 PM</b>
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INFORMATION CONCERNING THE PROPOSED CHANGES MAY BE OBTAINED FROM THE OFFICE OF BOONE COUNTY RESOURCE MANAGEMENT, 801 E. WALNUT ST., RM. 315, COLUMBIA, MO 65201.

county-by-county basis.

The wage is currently based on voluntary wage surveys submitted by contractors performing work in a given county, but when no wages are reported, the collective bargaining rate for that trade is used.

A bill by Republican Sen. Dan Brown, who sponsored the right-to-work bill lawmakers sent to the governor last week, would end that system.

Brown said Friday that doing so could mean lowering wages for public projects and cutting costs. He said the goal is to increase construction and spur job growth.

Brown said supporters could face more pushback on the proposal than on right to work, which passed within the first month of session.

"The labor unions had resolved themselves to the

riding his veto, but they likely won't need as many supporters with Greitens in the governor's mansion.

### Strikes, Union Certification and other regulations

A bill by Republican Sen. Bob Onder would require more financial reporting from public labor unions, which would be considered public records. His bill and other proposals would also require worker votes to recertify unions yearly or every two years. Another bill from Onder would extend the state's current ban on required union agreements for public construction projects more than half-funded by the state. Onder's proposal would expand that ban to all public works projects, including for cities and counties.

# Boone H

The elected trustees will manage the facility that employs nearly 2,000 people and brings about \$300 million in revenue.

**BY CARTER STODDARD**  
news@columbiamissourian.com

Two seats on the Boone Hospital Center Board of Trustees will be filled in the April 4 election.

One of the vacancies arose when Fred Parry, now Boone County Southern District Commissioner, stepped down from the board. Trustee Bob Wagner, whose five-year term expires in April, is running for Parry's former seat which is a one-year term. That leaves his current seat open for others to seek.

The elected trustees will make up 40 percent of a five-person board that directs Boone County's largest single asset. The facility employs nearly 2,000 and pulls in \$300 million in annual revenue.

In 2020, the operating leases for Boone Hospital Center will expire. However, the lease, held by St. Louis-based BJC HealthCare, requires either party to inform the other by December 2018 whether they intend to renegotiate or end the agreement.

Three candidates are vying for the one-year seat, and two are running for the five-year seat.

### Richard Shanker

#### One-year term

Shanker, 65, who serves on Columbia's Building Construction Codes Commission

says he's certain Boone Hospital Center can be managed independently without relying on a leasehold



**VOX** FREE EVERY THURSDAY  
MAGAZINE

## NOTICE OF PUBLIC HEARING

THE BOONE COUNTY COMMISSION WILL CONDUCT PUBLIC HEARINGS ON PROPOSED REVISIONS TO THE BOONE COUNTY BUILDING CODES ON THE FOLLOWING DATES:

<b>THURSDAY, FEBRUARY 23</b>	<b>1:30 PM</b>
<b>THURSDAY, MARCH 2</b>	<b>1:30 PM</b>
<b>TUESDAY, MARCH 7</b>	<b>9:30 AM</b>

ALL HEARINGS WILL BE HELD IN THE COUNTY COMMISSION CHAMBERS OF THE ROGER B. WILSON COUNTY GOVERNMENT CENTER, 801 E WALNUT ST., COLUMBIA

INFORMATION CONCERNING THE PROPOSED CHANGES MAY BE OBTAINED FROM THE OFFICE OF BOONE COUNTY RESOURCE MANAGEMENT, 801 E. WALNUT ST., RM. 315, COLUMBIA, MO 65201.

AFFIDAVIT OF NOTICE OF PUBLIC HEARING

STATE OF MISSOURI ) ss  
County of Boone )

I, Paula Evans, being duly sworn according to law, state that I am the Custodian of Records of Resource Management for the County of Boone, State of Missouri. I hereby swear that the affixed notice of public hearing was posted in the Roger B. Wilson, Boone County Government Center on the 6<sup>th</sup> day of February, 2017

Paula Evans date 2/6/17  
Paula Evans

Subscribed & sworn to before me this 6<sup>th</sup>  
day of February, 2017

Christina L. Crane

Notary Public  
CHRISTINA L. CRANE  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires May 21, 2017  
Commission #13705616

NOTICE OF PUBLIC HEARING

THE BOONE COUNTY COMMISSION WILL CONDUCT PUBLIC HEARINGS ON PROPOSED REVISIONS TO THE BOONE COUNTY BUILDING CODES ON THE FOLLOWING DATES:

<b>Thursday, February 23</b>	<b>1:30 PM</b>
<b>Thursday, March 2</b>	<b>1:30 PM</b>
<b>Tuesday, March 7</b>	<b>9:30 AM</b>

ALL HEARINGS WILL BE HELD IN THE COUNTY COMMISSION CHAMBERS OF THE ROGER B. WILSON COUNTY GOVERNMENT CENTER, 801 E WALNUT ST., COLUMBIA

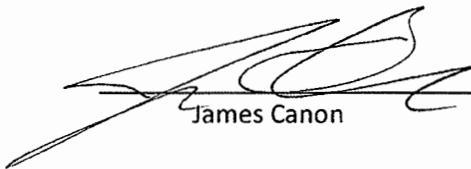
INFORMATION CONCERNING THE PROPOSED CHANGES MAY BE OBTAINED FROM THE OFFICE OF BOONE COUNTY RESOURCE MANAGEMENT, 801 E. WALNUT ST., RM. 315, COLUMBIA, MO 65201.

AFFIDAVIT OF NOTICE OF PUBLIC HEARING

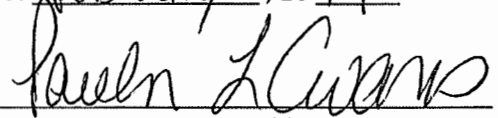
STATE OF MISSOURI ) ss  
County of Boone )

I hereby swear that the affixed notice of public hearing was posted at the Centralia City Hall, 114 S Rollins St, Centralia, Missouri on the

7th day of Feb., 2017

 date 2-7-17  
James Canon

Subscribed & sworn to before me this 7th  
day of February, 2017

  
Notary Public

**PAULA L. EVANS**  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires March 4, 2018  
Commission # 14398153

NOTICE OF PUBLIC HEARING

THE BOONE COUNTY COMMISSION WILL CONDUCT PUBLIC HEARINGS ON PROPOSED REVISIONS TO THE BOONE COUNTY BUILDING CODES ON THE FOLLOWING DATES:

**Thursday, February 23**

**1:30 PM**

**Thursday, March 2**

**1:30 PM**

**Tuesday, March 7**

**9:30 AM**

ALL HEARINGS WILL BE HELD IN THE COUNTY COMMISSION CHAMBERS OF THE ROGER B. WILSON COUNTY GOVERNMENT CENTER, 801 E WALNUT ST., COLUMBIA


INFORMATION CONCERNING THE PROPOSED CHANGES MAY BE OBTAINED FROM THE OFFICE OF BOONE COUNTY RESOURCE MANAGEMENT, 801 E. WALNUT ST., RM. 315, COLUMBIA, MO 65201.

AFFIDAVIT OF NOTICE OF PUBLIC HEARING

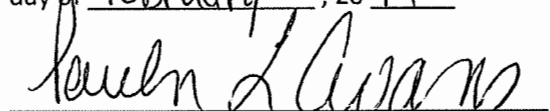
STATE OF MISSOURI ) ss  
County of Boone )

I hereby swear that the affixed notice of public hearing was posted at the Hallsville City Hall, 2002 Highway 124 East, Hallsville, Missouri on the

7th day of Feb, 2017

 date 2-7-17  
James Canon

Subscribed & sworn to before me this 7th  
day of February, 2017

  
Notary Public

**PAULA L. EVANS**  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires March 4, 2018  
Commission #14398153

NOTICE OF PUBLIC HEARING

THE BOONE COUNTY COMMISSION WILL CONDUCT PUBLIC HEARINGS ON PROPOSED REVISIONS TO THE BOONE COUNTY BUILDING CODES ON THE FOLLOWING DATES:

**Thursday, February 23**

**1:30 PM**

**Thursday, March 2**

**1:30 PM**

**Tuesday, March 7**

**9:30 AM**

ALL HEARINGS WILL BE HELD IN THE COUNTY COMMISSION CHAMBERS OF THE ROGER B. WILSON COUNTY GOVERNMENT CENTER, 801 E WALNUT ST., COLUMBIA

INFORMATION CONCERNING THE PROPOSED CHANGES MAY BE OBTAINED FROM THE OFFICE OF BOONE COUNTY RESOURCE MANAGEMENT, 801 E. WALNUT ST., RM. 315, COLUMBIA, MO 65201.

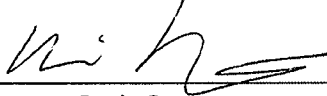


AFFIDAVIT OF NOTICE OF PUBLIC HEARING

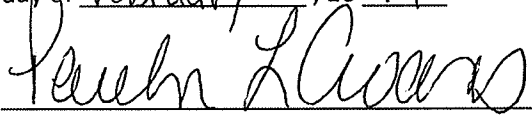
STATE OF MISSOURI    ) ss  
County of Boone        )

I hereby swear that the affixed notice of public hearing was posted at the Ashland City Hall, 109 E Broadway, Ashland, Missouri on the

6 day of February, 2017

 date 2/6/17  
Darin Ratermann

Subscribed & sworn to before me this 6<sup>th</sup>  
day of February, 2017

  
Notary Public

**PAULA L. EVANS**  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires March 4, 2018  
Commission # 14398153

NOTICE OF PUBLIC HEARING

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INFORMATION CONCERNING THE PROPOSED CHANGES MAY BE OBTAINED FROM THE OFFICE OF BOONE COUNTY RESOURCE MANAGEMENT, 801 E. WALNUT ST., RM. 315, COLUMBIA, MO 65201.

TERM OF COMMISSION: February Session of the January Adjourned Term

PLACE OF MEETING: Roger B. Wilson Boone County Government Center  
Commission Chambers

PRESENT WERE: Presiding Commissioner Dan Atwill  
District I Commissioner Fred Parry  
District II Commissioner Janet Thompson  
Sheriff Captain Gary German  
Interim Director Resource Management Bill Florea  
Director Purchasing Melinda Bobbitt  
Community Services Lauren Schnitzler  
Deputy County Clerk Mike Yaquinto

The meeting was called to order at 1:30 p.m.

**Purchasing**

**1. First reading; Contract Amendment Number One to 18-06APR19 – Tires, Heavy Trucks and Large Equipment**

Melinda Bobbitt read the following memo:

*Contract 18-06APR16 – Tires – Heavy Trucks and Large Equipment* was approved by commission for award to C&M Tire, Inc., d/b/a Cross Midwest Tire of Columbia, Missouri on May 3, 2016, commission order 218-2016. This amendment is for an Agreement and Consent to Assignment of Contract from C&M Tires, Inc. to Pomp's Tire Service, Inc, d/b/a Cross Midwest Tire.

Invoices will continue to be paid from department 2045 – RM – Design & Construction, account 59105 – Tires.

There were no comments or questions.

Commissioner Atwill stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available commission meeting with appropriate order for approval.

**2. First reading; Bid Award 01-12JAN17 – Auction Services for Real Property**

Melinda Bobbitt read the following memo:

Request for Proposal *01-12JAN17 – Auction Services for Real Property* closed on January 12, 2017. Two proposal responses were received.

The evaluation committee consisted of the following:

Ron Sweet, Assistant Boone County Counselor

Greg Edington, Director of Public Works

Doug Coley, Director of Facilities Maintenance

The evaluation committee recommends award to JRWI II, L.L.C. d/b/a United Country Missouri Land & Home Auction Services per their attached Evaluation Report as follows:

3% Seller Commission, 4% Buyer's Premium and \$1,750 marketing fee paid up front.

Upon the successful sale and at the closing of the property, the \$1, 750 will be reimbursed to the County.

Revenue will be deposited in department 2040 – Public Works – Maintenance Operations, account 3835 – Sale of Capital Assets. The commission and marketing fee will be paid from department 2040 – Public Works – Maintenance Operations, account 71101 – Professional Services.

There were no comments or questions.

Commissioner Atwill stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available commission meeting with appropriate order for approval.

**3. First reading; Upgrade to Temperature Control System in Boone County Jail as approved on Sole Source 18-123102**

Melinda Bobbitt read the following memo:

Boone County Facilities Maintenance department requests approval for an upgrade to the Local Area Control Modules which interface with current software to regulate the air handling system on the HVAC system located at the Boone County Jail. We have a sole source form previously approved, 18-123102 for upgrades to the HVAC system.

This upgrade is with C&C Group of Jefferson City, Missouri and it includes the software upgrade/update and the removal and replacement of eight (8) Local Area Control Modules integrated with the air handling system for the current HVAC.

Total cost of contract is \$59,485.00. Invoices will be paid from department 6200 – Capital Repairs and Replacement, Facilities Maintenance, account 91302 – Computer Software. There is enough in that account to cover the payment in 2017.

There were no comments or questions.

Commissioner Atwill stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available commission meeting with appropriate order for approval.

**Community Services**

**4. First reading; Agreement for Purchase of Services – The Community Montessori Counseling Partnership**

Lauren Schnitzler said this is an agreement where there are matching funds with a counseling center in the amount of \$8,000.

Commissioner Thompson noted this is through the Strategic Innovation Opportunities.

Commissioner Atwill asked where this falls within the budget.

Ms. Schnitzler said it is through the Children's Services fund.

There were no further comments or questions.

Commissioner Atwill stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available commission meeting with appropriate order for approval.

**Sheriff's Department**

**5. 1<sup>st</sup> & 2<sup>nd</sup> reading; Approve grant applications with the MoDOT – Traffic and Highway Safety Division for the following:**

- **HMV - Slowdown (Requested Amount \$23,484.00)**
- **Sobriety Checkpoints/Saturation Patrols (Requested Amount \$18,340.00)**
- **Full Time DWI/Traffic Unit (Requested Amount \$70,851.82)**

Captain German said we are requesting permission to apply for these funds. This is a continuation of the funding levels we have had in the past.

The Full Time DWI/Traffic Unit is 50% funding for two positions. The Sobriety Checkpoints cover six checkpoints and six saturation patrols. The HMV is basically speed enforcement.

Commissioner Atwill asked if any of these require county matching funds.

Captain German said only the Full Time DWI/Traffic Unit which requires half of the \$70,851.82.

Commissioner Atwill asked if this is budgeted.

Captain German said it is.

There were no further comments or questions.

Commissioner Parry moved on this day the County Commission of the County of Boone does hereby approve the attached grant applications for the Sheriff's Department as offered by MoDOT – Traffic and Highway Safety Division:

- HMV – Slowdown, requested amount \$23,484.00
- Sobriety Checkpoints/Saturation Patrols, requested amount \$18,340.00
- Full Time DWI/Traffic Unit, requested amount \$70,851.82

It is further ordered the Boone County Commissioners are hereby authorized to sign the attached County Authorization forms.

Commissioner Thompson seconded the motion.

The motion carried 3 to 0. **Order #83-2017**

**Resource Management**

**6. Public Hearing on Re-adoption of the Building Code**

Bill Florea said Boone County originally adopted the Building Code in 1985. The county now uses the national and international model building codes. The model codes come out every three years and we try to stay current. The county also tries to closely follow the City of Columbia codes for consistency.

The current changes are based on the 2015 Building Code. The Building Code Commission held meetings in December of 2016. The Missouri statute requires the County Commission to conduct three public hearings before any adoption of the Building Code. Three public hearings have been scheduled. This is the first of those three.

The Commissioners had no questions at this time.

Commissioner Atwill opened the public hearing and asked if there is anyone present that would like to speak concerning this item.

Dan McCray said he is the Chairman of the Boone County Building Code Commission. There are revisions to the following Building Codes: International Building Code 2015, International Plumbing Code 2015, International Mechanical Code 2015, International Fuel Gas Code 2015, International Existing Building Code 2015, National Electrical Code 2014, International Energy Conservation Code 2015, and International Residential Code 2015. The Boone County Building Code Commission encourages the County Commission to adopt these changes as submitted by staff.

Commissioner Atwill asked if there is anyone else that would like to speak. There were no additional speakers and Commissioner Atwill closed the public hearing and said the next public hearing will be March 2<sup>nd</sup>.



**7. Second reading; Annual General Consultant Services Agreement with: CBB, CM Engineering, Howe Company, PW Architects, Terracon Consultants, Trekk Design Group and Poepping, Stone, Bach & Associates (1<sup>st</sup> read 2-21-17)**

Commissioner Thompson moved on this day the County Commission of the County of Boone does hereby approve the attached 2017 Annual Consultant Service Agreements for Professional Services with:

CBB

CM Engineering

Howe Company, LLC

Poepping, Stone, Bach & Associates, Inc.

PW Architects, Inc.

Terracon Consultants, Inc.

Trekk Design Group, LLC

The terms of the Agreements are stipulated in the attached Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said General Consultant Services Agreements.

Commissioner Parry seconded the motion.

The motion carried 3 to 0. **Order #84-2017**

**Juvenile Division**

- 8. Second reading; Domestic Relations Resolution Funding grant application (1<sup>st</sup> read 2-21-17)**

Commissioner Parry moved on this day the County Commission of the County of Boone does hereby approve the attached grant application for the 13<sup>th</sup> Judicial Circuit, Family Court regarding Domestic Relations Programs for Parents and Children as offered by the Office of State Courts Administrator (OSCA).

Commissioner Thompson seconded the motion.

The motion carried 3 to 0. **Order #85-2017**

**Commission**

- 9. First reading; Application for Chapter 100 tax incentives to AOD-MO Holdings, LLC, d/b/a Aurora Organic Dairy**

Dave Griggs said he is a member of the REDI Board of Directors and Chairman of the REDI incentive Sub-Committee. This is the fourth Chapter 100 proposal we have done with the others being ABC Labs, Kraft-Heinz and Dana Light Axle.

Aurora told us they first looked at central Missouri as a location for a new facility in 2012. The company decided to invest considerable dollars in expanding their Colorado processing facility and did so. This was first presented to REDI by the Missouri Partnership in cooperation with the Missouri Department of Economic Development in January of 2016.

The company was considering four central Missouri sites as well as some in other states. They also purchased additional real estate in Colorado for further expansion should the search in Missouri and other states prove unsuccessful. All other counties in Missouri could offer Chapter 100 and other local incentives as well. The decision was made to concentrate on the Columbia location if it was economically feasible.

This is a phased program with phase one construction projected to start in 2017 with operations to begin in late 2018. Phase one investment is approximately \$91M and the facility would be 80,000 sq. ft. Projected new jobs is 94 in year one of operation and 24 additional for year two and 24 additional for year three for a total of 138 employees at this facility.

Phase two projected construction is to start within 3 to 5 years. After completion of phase two, the total size of the facility will be 130,000 sq. ft. with a total capital investment of approximately \$130M. This is a liquid milk processing and packaging facility. Projected employment after phase two is between 145-160 positions with an average wage that far exceeds the county average wage of \$36,225. Most of these positions do not require a college degree. They are good paying, highly benefited positions. This is an important addition to our economic base.

The company is committed to an employee base that closely mirrors our community population. In addition, the company will work actively to include "handicapped" employees where possible to insure a diverse workplace. That point was brought to our attention in discussions with the Boone County Family Resources Board. There is also a clause in the agreement that the company will have a 10% minimum in minority hiring.

The company originally and has continued to request a 75% abatement on personal and real property taxes. REDI worked closely with all impacting taxing entities to review the impacts and benefits of the overall project. Our policy states impacting taxing entities are determined by the physical location of the project. That would involve the Columbia Public Schools,

County of Boone, Boone County Library District Board of Directors and Boone County Family Resources Board of Directors. We made presentations to these entities with the exception of Boone County where C. J. Dykhouse has done a great job of making presentations to the various departments within the County.

In our discussions with these taxing entities, we reviewed the project and asked for input and consideration. It should be noted all entities voted unanimously to accept the project. At this location, there is zero tax revenue produced to any entity because it is owned municipally. The taxing entities will receive an estimated \$1,731,745 after all abatements during the period of the requested abatement. These are extremely conservative estimates and benefits to our taxing entities as the real property estimates are based on land value only. This is a unique, highly automated, very complicated processing facility.

The first meeting of the taxing entities was held on February 7<sup>th</sup> and the second meeting was held on February 21<sup>st</sup>. At the second meeting, the taxing entities' representatives voted unanimously to forward the application to County Commission for their consideration. At this time, I would like to introduce, from Aurora, Gary Sebek, Chief Operating Officer and John Beutler, VP of Plant Operations as well as answer any questions on what we just talked about.

Commissioner Parry said he noticed on Waco Road, by Columbia Foods, about nine semi-trailers staged on the road. There is a sign there that says the drivers must get out of their rigs and go to the security check point before entering. With the amount of volume from the Aurora plant, this could create quite a bottle-neck and this should be addressed with Columbia Foods.

Dave Griggs said he doesn't know the answer and would think that the city would attend to that, but will confirm that very shortly.

Gary Sebek said he wishes to thank the Commission for letting him speak at the meeting today. We are Aurora Organic Dairy, from Colorado, a vertically integrated cow to carton to consumer company. Everything we do is organic and always has been since 2001. The founder of the company started this process in the early 70's and brings with him a wealth of knowledge.

We currently have over 600 employees with nearly 200 at Platteville ranging from plant management, to production and warehouse staff to maintenance and lab technicians with an average salary of \$45,000. We have company owned dairy farms in Colorado and Texas. We have approximately 20,000 milking cows internally managed and about 7,500 milking cows via external farmers through partnerships.

We have had six separate expansions at this plant since 2003 culminating in a 120,000 sq. ft. facility. This is a state-of-the-art Processing Plant and Cold Storage Warehouse operating 24/7/365 with three shifts and half-gallon and gallon lines. We have two half-gallon fillers and one-gallon filler producing 110 million ½ gallons with a capacity of 150 ½ gallons getting us close to capacity. Our product is sold in all 50 states through leading national and regional food retail store brands and we have a strong commitment to corporate citizenship.

Our product is shipped from the Platteville facility to customers' distribution centers across the country. We have a SQF Level III Certification and a 97% score for milk quality. We have a commitment to sustainability with manure composting, water recycling and organic crop management.

John Beutler said he would like to talk about the commitment to being a good corporate citizen. We gave a three-prong approach, Animals-People-Planet. Our animal welfare is a top priority. All of our farms are third-party certified for the highest standards in animal care. We take care of our people and have goals in place to ensure safe work environments, competitive pay, and excellent benefits. We have a farm team and a plant team and they

blend very well. We do the best to see that our people are taken care of. We have partnered with the University of Michigan and did a total life cycle of our products to understand the impacts. We have these measures in place and continually strive for improvements.

We support our local communities and contribute to the future of organic agriculture. We participate in product donations, scholarship funding, educational tours and support of youth in agriculture and dairy science.

We thought best to diversify our geographic presence as far east as we felt comfortable. Columbia, for many reasons, seemed to be a good fit. It is midway between our dairy farms and our east coast customers. It is strategically located to maximize Interstate trucking lanes. It is a manufacturing-friendly community with a good workforce. There was a certified plant site in a proven business district along with competitive economic incentives.

As mentioned, we are targeting 4<sup>th</sup> quarter 2018 as a start-up with two lines. At this facility, we will be trying some new things such as flavors and a small bottle, single serve, line. This will be a 24/7/365 operation creating nearly 100 new jobs initially, ramping up to about 150 jobs by year three with an average salary of \$45,000. There will be excellent benefits regardless of one's level in the organization including medical & dental insurance, paid time off, 401K with a company match as well as free organic milk. This will be creating jobs and supporting local business.

Commissioner Parry said he wanted to make sure about the capacity levels here and in Colorado.

Mr. Beutler said Colorado capacity is 110 million ½ gallons and Columbia, at start up, will be 40 million ½ gallons and at capacity will be 80 million.

Commissioner Parry said that in the letter received from Aurora, it addressed the current giving to the local Food Bank in Colorado and would they consider a minimum donation here as there is a tremendous need in the community for fresh dairy products. This would be the highest priority item on the wish list here for the Central Missouri Food Bank. They supply approximately 100,000 people every month. So, would Aurora consider, once up and fully operational, to specify a minimum amount of dairy products for our Food Bank.

Mr. Sebek said we are always willing to sit down and think of new programs. Currently we average 50 to 60 thousand gallons per year in Colorado. There are multiple reasons why these can't make it to the market place (defects on carton, mismatch on fat levels) and we need an outlet for that milk and we call this our Donation Program and if there is a way here to structure some sort of similar program, we will consider it.

Commissioner Thompson asked if these are known as seconds, product which might not be able to be put on the shelf or shipped to other places and whether this is the product they are willing to donate.

Mr. Sebek said that this product needs an outlet to donate the milk as there is a significant amount of volume that will not meet the in-plant quality standards but is a totally fine and consumable product.

Commissioner Parry said that Kraft-Heinz, who produces the Oscar Meyer hot dogs, have set the gold standard in our community. Last year, they donated 576,000 pounds of hot dogs to our Food Bank. There are only two companies we have given this 75% tax abatement to, so we are really looking at the importance of Corporate citizenship. Our goal is to get a specific amount, before a second reading, on a minimum donation.

Commissioner Atwill asked if there is any possibility that cattle will be on the property.

Mr. Sebek so there are no plans to ever have cattle on the property. What we would like to do with the excess land is expand the processing facility at some point in the future.

Commissioner Parry said he read that Aurora will be processing the milk from 30,000 cows per day.

Mr. Sebek said that is at full capacity.

Commissioner Parry affirmed that the milk will be coming from large cattle operations in other states.

Mr. Sebek said that is correct. It is no different than what we are doing today.

Commissioner Parry said there are high standards for becoming an organic farm.

Mr. Sebek said the certification process takes three years.

Commissioner Thompson inquired about using cattle farms here in Missouri.

Mr. Sebek said they are not opposed to partnering with farms here in Missouri. It is similar to what we are currently doing in the other states.

Commissioner Parry said these are great jobs for our community and we look forward to going through the rest of the paperwork and would like to thank you for considering Boone County.

Ryan Milhollin said he is with the University of Missouri Extension and has compiled an Economic Impact Study on this issue. This is purely to assess economic impact on the regional economy and is not a cost-benefit type analysis and the tool used for this analysis is



IMPLAN Pro Software. My role is doing outreach with the agriculture industry in Missouri as well as working with our dairy producers in Missouri. We have about 750 Grade A dairy farms and a significant dairy processing industry. The objective of this research was to assess the economic impact of the proposed dairy product manufacturing plant in Columbia.

There are three types of economic impacts. Direct Effects are directly created by the processing plant with its industry sales. Indirect Effects accumulate when this processing plant purchases materials and services from other businesses and Induced Effects accrue when employees and proprietors spend their household income within the economy.

Commissioner Atwill asked if there are any organic farms in Missouri.

Mr. Milhollin said there are some organic producers in the state. As mentioned, it is a three year certification and there is a lot of interest in the state.

In our analysis, we try to capture two different types of impacts. One is the construction impact where we use a one-time cost of \$91M for the initial construction and then \$50M for the phase two amount. We then look at specific metrics and the impact on these metrics. In this study, we looked at number of jobs impacted, labor income, value added dollars and industry sales (charts provided per power point presentation).

The other impact is the Operational Impact. This is essentially the year-to-year operation, once the plant is up and fully running. Using random modeling, we look at when all phases are complete and are in a state of static production. Presuming the full-time number of jobs at 152, we then show the annual economic impact for the business (as displayed in power point presentation). This analysis usually includes the home county for the business as well as surrounding counties because that is where most of the employees will reside. So, this will show the economic impact for Boone County and surrounding counties resulting in 481

jobs, \$28M in labor income, \$48M in value added income and \$192M in industry sales.

Commissioner Atwill said it has been made clear, but to re-emphasize, the numbers generated in this analysis are not confined to Boone County, but also the State of Missouri and surrounding counties.

Mr. Milhollin said for the construction impact, it involves the State of Missouri and for the operational impact, we are looking at Boone and surrounding counties.

Commissioner Atwill noted that the \$91M shown will be less for Boone County and is just a matter of how much less.

Mr. Milhollin said that is correct. The economic impact really depends on where the dollars flow. If more local providers are used, there is more of an impact locally.

Commissioner Atwill asked if it is fair to say this is the most optimistic view.

Mr. Milhollin said that one of the challenges with this analysis is that it is based on the Fluid Milk Manufacturing Industry and its inventory. All plants in Missouri, that bottle milk, are operated by Prairie Farms and we are talking conventional dairy, not organic. The economic impact for organic milk is different. We don't have a lot of in-depth knowledge on how the dollars flow. We don't have an organic processor in Missouri, so these numbers are more reflective of conventional dairy.

Commissioner Parry said that if Boone County and Columbia had a better supply of affordable housing, would this create a more positive economic impact on our community. We are going to lose employees at this plant who will not live in Boone County and choose to live in surrounding counties because of their bigger supply of affordable housing. Does your analysis take this into consideration.

Mr. Milhollin said our analysis does not.

The Commissioners thanked Mr. Milhollin for the presentation.

Darin Preis said he is the School Board appointed member of the Chapter 100 committee and is pleased to affirm, after extensive conversations with the School Board, unanimous support for this application. These are jobs that will benefit the local community.

We believe we are preparing students for a wide range of work force needs and can be a partner in Aurora's success just as we expect they will be a partner in education with the school district. This is a good fit for the community. The revenue generated for the school district will be far greater than the potential expenses we encounter. We fully support this project.

Dave Griggs said concerning the issue of trucks on Waco Road, the official response is that it is a public street and if there is a problem, the city will deal with it. This does not really answer the question, but shows there is some acknowledgement of the issue.

Commissioner Parry said for further clarification, the sign in front of Columbia Foods advises as follows: Drivers stop – Do not enter- Park on Waco Road – Walk up Drive B with paperwork – Dial phone and wait for further instructions. It appears they are staging trucks on Waco Road. This could become an issue when we add the trailers coming and going for Aurora. Will they have any room on their property for staging trucks.

Dave Griggs said he is not qualified to answer that question.

Mr. Sebek said there is available land on the property and is something we can look into as we proceed.

Commissioner Parry inquired as to who performed the vetting of the company's financials.

Mr. Griggs said it was performed by Missouri Partnership, Missouri Department of Economic Development and the City of Columbia. The information is included in the packets. We also want to thank the Commission for the time and effort as well as the other elected officials. From the standpoint of REDI, this is an outstanding opportunity for our community to bring in jobs.

The Commissioners thanked those representing both REDI and Aurora.

Commissioner said he will now open this issue up to the public and asked if there is anyone present that would like to speak on behalf of this Chapter 100 request. There were no speakers and Commissioner Atwill then asked if there is anyone present that would like to speak in opposition to this Chapter 100 request.

Scott Dye said he is a Field Coordinator for Socially Responsible Agricultural Project. My address is 2222 Bluff Blvd., Columbia, in Ward 6. I have previously provided my bio and pre-filed background testimony, and at the end of this presentation, I will provide an additional handout and present the council with this book on concentrated animal feeding operations, or CAFOs as authored by a former member of SRAP's board.

Thank you for your service. Tonight you are faced with another difficult decision and one that will have to be reached without enough information. I suspect that, like you, we have more questions than answers.

I incorporate by reference the testimonies of Mr. Weitkemper regarding already overloaded sewer system issues and an exacerbation of existing problems with infiltration and inflow.

I also incorporate by reference the testimony by Mr. Midkiff regarding open and transparent government.

We are never in favor of secret courtships like project Cadre that are then followed by a full-rush for rapid approval.

You already have considerable information as to the record of AOD (Aurora Organic Dairy) with regard to compliance with Federal Organic standards, including a USDA consent agreement in 2007 for 14 willful violations of federal organic standards and a \$7.5M class action settlement alleging similar violations.

The fact that Mr. Mathes and Mr. Alias have no concerns about the company's past record causes us even greater concerns.

Make no mistake, as the photographs provided indicate, these are huge industrial factory farms – massive free-stall barns with limited access to bare-dirt feedlots. AOD is not happy Holsteins lolling about on pasture by quaint red barns.

AOD has been purposefully vague about the use of the property and whether it will include livestock. The proposed plant footprint at 26 acres leaves 75 acres currently unaccounted for.

Will it be like their Platteville, Colorado milk plant and its adjacent dairy CAFO? Will they erect a factory farm within the city limits of Columbia? Our very own factory farm? Would city residents support that? We think not.

Even if they don't plunk a factory farm next to the plant, then the \$50M question is – where will AOD source their milk?

It certainly is not going to be 7,000 gallons at a time transported in tankers from their existing factory farms in Colorado and Texas.

Thus, this would drive a massive expansion of factory farm dairies within a 50-75 mile radius of Columbia.

That infrastructure, especially organic dairy, does not currently exist.

I can assure you that rural Missourians have no desire to live by 2K to 5K head industrial dairies, and the stink, flies, water pollution, and loss of property values and loss of quality of

life that would come with them.

The impacts of such an unprecedented factory dairy expansion would have grave impacts on sustainable family dairy operations in Missouri and nationwide.

The average herd size of an organic dairy in the Midwest is 67 cows. Thus, AOD's 33,000 existing cows have already displaced 470 traditional, sustainable, family dairies.

These 470 sustainable family dairies support the tax base -- schools, roads, services - of their rural communities.

The co-opting of these family dairies is a disaster for rural America, just like it has already been for hogs and poultry.

I would hope these proposals like AOD are not the dystopian vision that our city elected officials would inadvertently promote for rural America.

Should this AOD proposal pass tonight, I assure you that our organization will fight it every future step of the way. Including:

- Chapter 100 incentives processes
- State permitting processes
- And we will educate Missouri consumers about what they are really supporting by purchasing AOD products

We urge you most strongly to vote No on this AOD land sale, and to stop this dubious courtship of AOD immediately.

Thank you for your time and attention, and thank you again for your service to Columbia.

Commissioner Parry said he would like to refer to page 5 of the handout and have an explanation as to the picture of Little Calf Ranch & Dairy.

Mr. Dye said those are called Calf Hutches. They can be described as a large plastic dog house used to keep young calves separated until they are weaned. This is standard practice and you will also see this on small scale dairies. We feel this is a real vision for the future in

Boone County.

The Commissioners thanked Mr. Dye for speaking today and providing the pictures.

Commissioner Atwill asked if there is anyone else that would like to speak in opposition to this request.

Dennis Schnell said he has a dairy farm in norther Boone County and according to an article in the Tribune last week, there were no Grade A dairy farms in Boone County except for Foremost Dairy. Well, that is not true. I have one and have been in business for 17 years. We are a family farm with 150 cows.

We try to stay natural. We graze and we are not organic. Organic is a joke. It is just a label. Try grazing 3,000 cows and see how you get along. They make machines out of them. Last time I checked, you buy 100 acres for \$3M, keep it for a year, and sell it for \$2.1M, that does not make money.

The dairies they supposedly might take on here, the extra farms here in Missouri, they are not going to mess around with 20 to 30 cow dairies that generate organic milk. Have you done research to see what it costs to buy organic feed or raise it. It does not work. I know how tight the dairy industry is. This will not be good for the community. It will kill the dairy industry. We have heard how good it would be, might promote dairies. Central Dairy is kicking milk out. We have too much milk.

Thank you for letting me speak tonight and as I said before, this is not good for the community.

Commissioner Atwill thanked Mr. Schnell for his interest and in expressing his thoughts.

Commissioner Atwill asked if there is anyone else present that would like to speak in opposition to this request.

Ken Midkiff said he grew up on a dairy farm. They had 50 cows. He echoes what Mr. Dye and Mr. Schnell said. My concern is that the 75% reduction in taxes is no more than a bribe.

Several years ago, I was out at Twin Falls as the campaign director for the National Sierra Club. We were there to offer assistance against factory farms. There was a group out there called Sawtooth Farms. They don't have Chapter 100 in Idaho, but something similar. This group was touting themselves as the best thing since sliced bread. Those in attendance were totally opposed to this 10,000 sow operation. The County Commissioners were there and this Sawtooth rep said if you don't like us, we will go somewhere else. Someone stood up and said, there is the door, don't let it hit you in the butt. That is what we should tell Aurora and there should be no 75% tax reduction.

Commissioner Atwill thanked Mr. Midkiff for speaking and asked if there is anyone else that would like to speak.

Mike Perkins said he shares the sentiments of Mr. Schnell. He knows how hard he works to make a living being a dairy farmer. I think the Columbia Tribune and the City of Columbia wanted to cover up that we have a dairy farm here in Boone County. I don't think it is right to give a tax abatement or land. That is my biggest concern. What is the impact on the dairy we have here now and the impact on my taxes that we are giving money away. This is not going to stop them coming here, just wanted to express my opinion and please do some research before approving this request.

Commissioner Atwill asked if there is anyone else present to speak in opposition of this request. There were no speakers and Commissioner Atwill asked Mr. Griggs if he had any rebuttal.



Dave Griggs said he invites all to visit the web site “mofarmerscare.com.” This is where counties sign up to be agricultural partners who support agricultural businesses. There are four counties that abut Boone County that are certified under this program. I encourage you to go to that site and check out the counties that would love to participate in this kind of organization. I thank you for your time and consideration.

Commissioner Atwill closed the public hearing and thanked everyone for participating.

**10. 1<sup>st</sup> & 2<sup>nd</sup> reading; Approve Closed Session authorized per RSMo Sec 610.021 (1) at 2:00PM on February 28, 2017**

Commissioner Thompson moved on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, February 28, 2017, at 2:00 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Commissioner Parry seconded the motion.

The motion carried 3 to 0. **Order #86-2017**

**11. Public Comment**

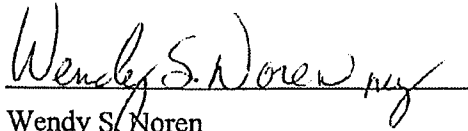
None

**12. Commissioner Reports**

None

The meeting adjourned at 2:48 p.m.

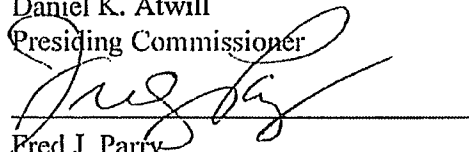
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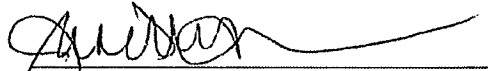
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner



## Boone County Chapter 100 Bond Application

Gary Sebek, Chief Operating Officer  
John Beutler, VP of Plant Operations

February 23, 2017



## Our Mission

To bring organic milk to mainstream America  
with the highest quality and freshness.  
more affordable pricing and  
improved availability for consumers.

## Alfreda Dynamic Dairy — At-A-Glance

THESE ARE THE BEST OF THE BEST IN THE  
COUNTRY AND THE ONLY ONE THAT IS  
MADE BY THE BEST MILKERS IN THE  
COUNTRY.

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MADE BY THE BEST MILKERS IN THE  
COUNTRY.

## Platteville, CO Milk Plant Overview

Expansive 600,000 sq. ft. facility

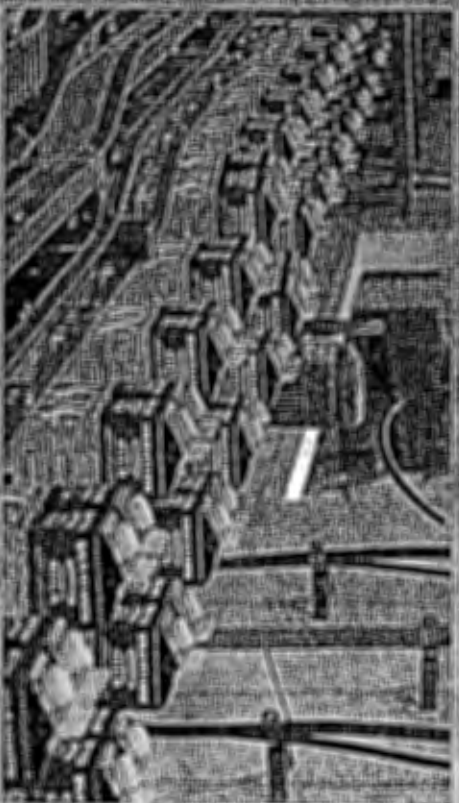
24/7 operations

Highly efficient production line

Best in class safety

Top quality product

Highly regarded in the region





## Platteville GO Milk Plant Overview

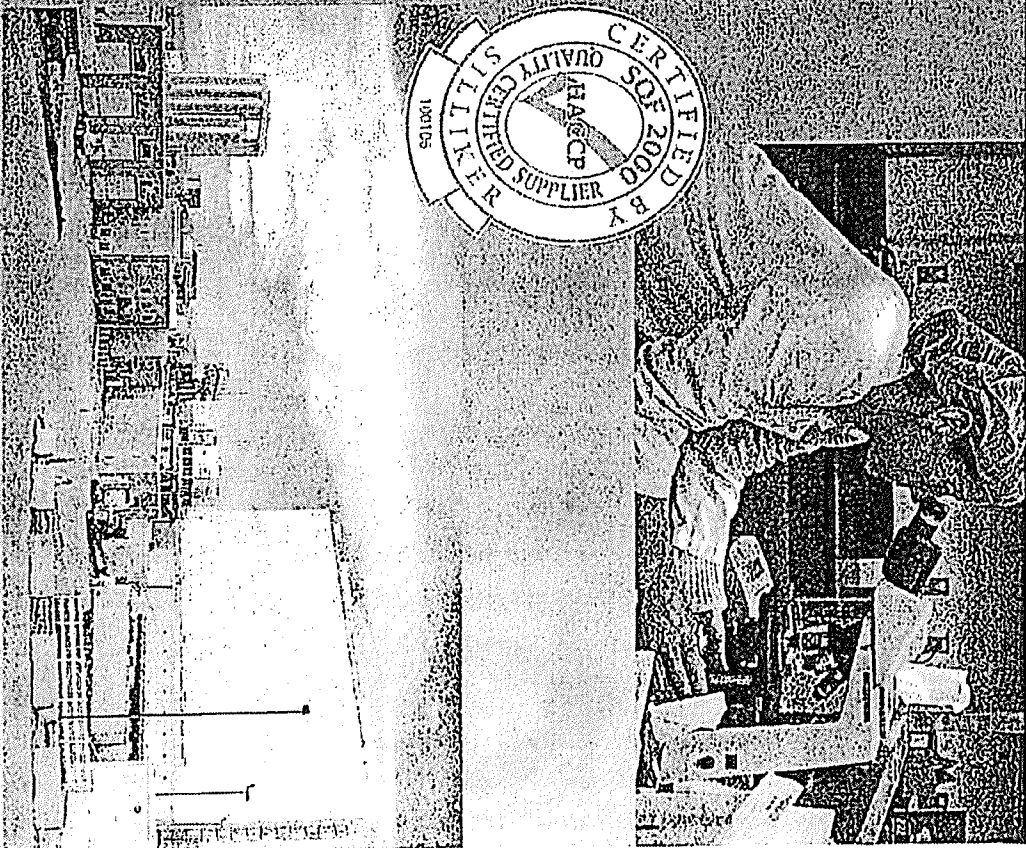
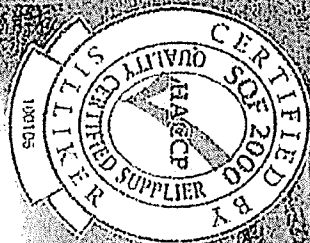
Over storage warehouse built in 2013 with storage capacity of nearly 12,000 pallet positions

Product is shipped from Platteville facility to customers distribution centers across the country

ISO Level III Certified – 97% Score for Milk Quality

State-of-the-art facility with sustainability features

- Land waste re-use lighting
- Variable speed motors
- 75% of plant water is pre-treated and returned for future flow in stream use
- 99% of plant waste is recycled
- Chisel system under loading dock cycles waste back to keep loading area free of snow and ice in the winter



## Where our milk comes from

Company-owned dairy farms in Colorado and Texas

100% Organic certified

20,000 milking cows internally managed

7,500 milking cows via external farmers

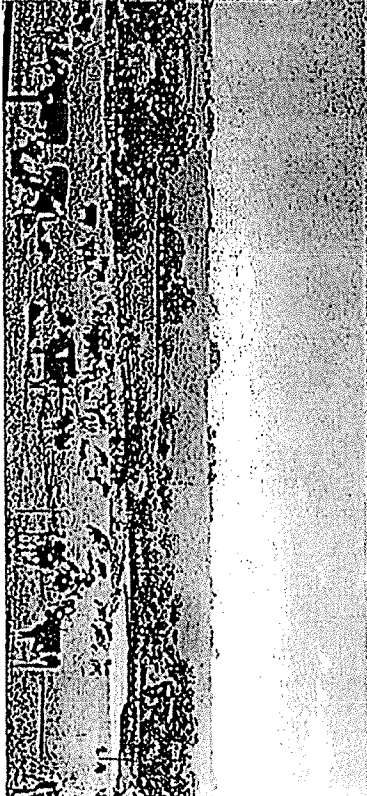
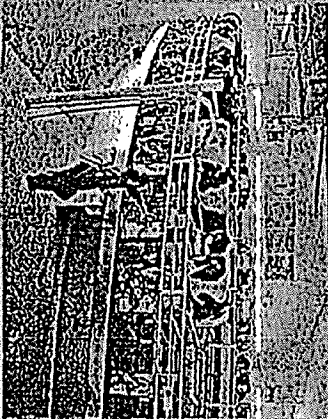
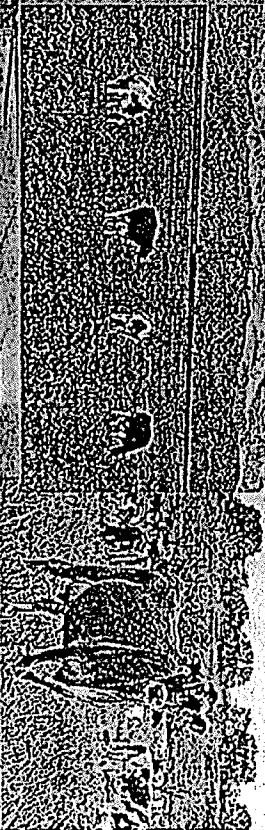
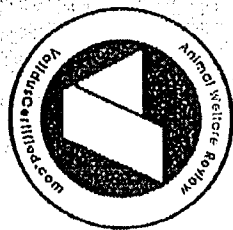
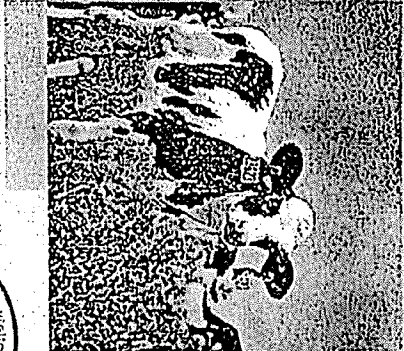
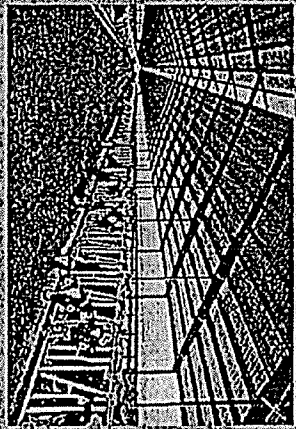
15,500 certified organic pasture acres

Dry-cow and calf-raising facilities

Valued Certified for high standards of animal care

Commitment to Sustainability

- Manure composted
- Water recycled
- Organic crop management





## Commitment to Corporate Citizenship

As a global leader in a fast-growing, high-technology, multi-national market, we are committed to the highest standards of corporate citizenship.

We believe that all people should have equal access to the same opportunities and resources, and we are committed to providing a safe and healthy work environment for all our employees.

We are committed to the highest standards of ethical and legal conduct in all our business activities, and we are committed to providing a safe and healthy work environment for all our employees.

Our commitment to corporate citizenship is reflected in our policies and procedures, and we are committed to providing a safe and healthy work environment for all our employees.

- Equal Opportunity
- Diversity
- Environmental Stewardship
- Community Involvement

Animals People Planet



## Why Columbia?

Midway between our dairy farms and East Coast customers

Geographic diversification

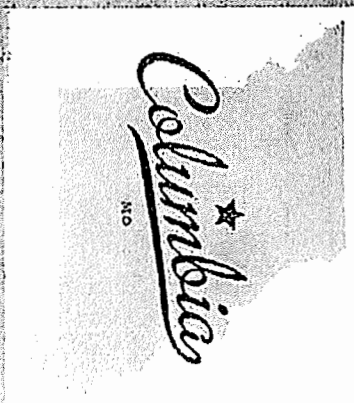
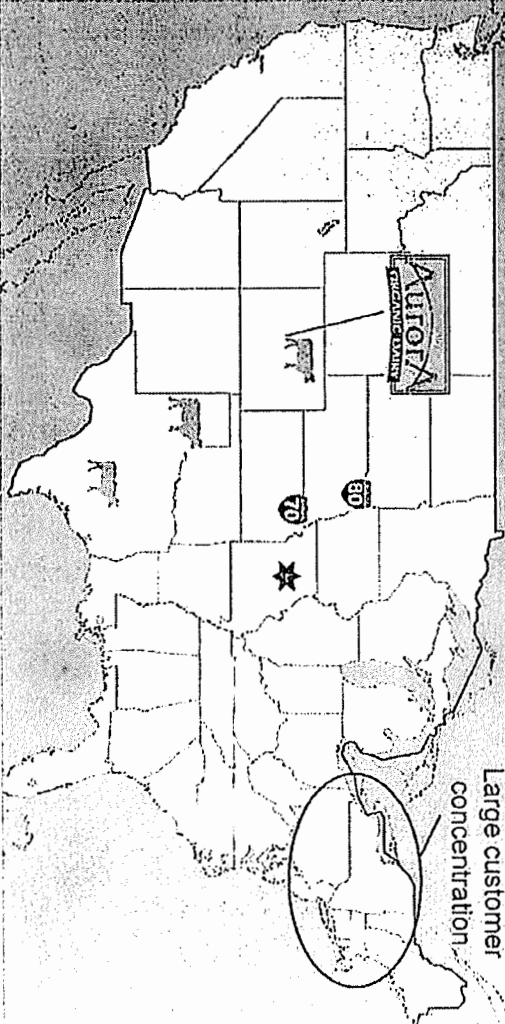
Strategically located to maximize interstate trucking lanes

Warm, welcoming friendly community

Certified plant site in proven business district

Competitive economic incentives

Good workforce



## Plans for Columbia Processing Facility

Open stream in late 2018

Milk processing plant & cold storage facility

Two lines

Expanding existing half-gallon processing capacity

Launch new products with a small bottle line

24/7 ops operation

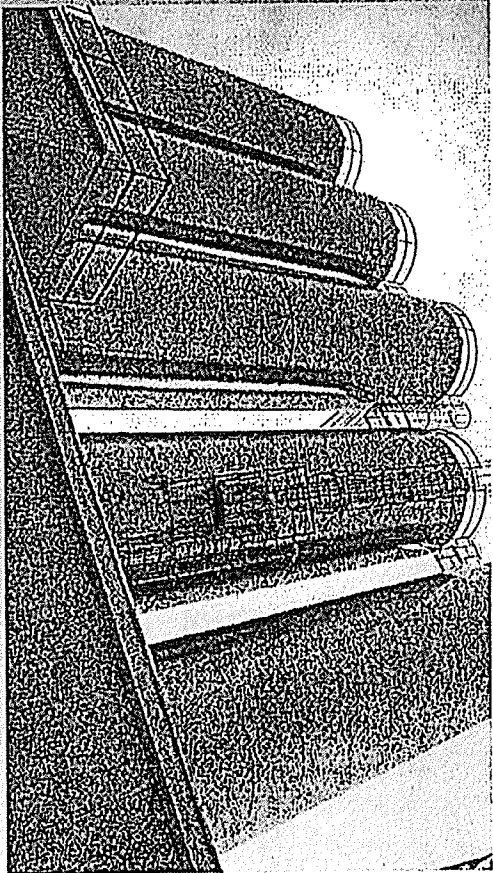
Adding 100 new jobs initially, ramping to ~150 jobs by year 3

Average salary = \$45,000

Excellent benefits regardless of level in the organization

Medical & Dental insurance paid in full 401K with a company match free organic milk etc

Creating jobs & supporting local businesses – utilities, trucking & shipping, maintenance & repair, professional & administrative support



# Economic Impact of the AOD-MO Holdings, LLC Milk Processing Plant

Ryan Milhollin and Hannah McClure  
University of Missouri Extension

UNIVERSITY OF MISSOURI  
 Extension



# Methods and Terminology

- Objective of this research was to assess the economic impact of the proposed dairy product manufacturing plant in Columbia, Missouri.
- IMPLAN Pro software (<http://www.implan.com/>) was used to complete this economic impact analysis.





# Types of Economic Impact

- **Direct effects** are directly created by the processing plant with its industry sales.
- **Indirect effects** accumulate when this processing plant purchases materials and services from other businesses.
- **Induced effects** accrue when employees and proprietors spend their household income within the economy.



## Initial Construction Impact (One-Time) (\$91 million)

Impact Type	Jobs (number)	Labor Income (dollars)	Value-added (dollars)	Industry Sales (dollars)
Direct Effect	463	\$28,677,617	\$32,555,115	\$91,000,000
Indirect Effect	145	\$9,719,595	\$14,720,286	\$26,908,809
Induced Effect	235	\$10,490,905	\$18,726,103	\$33,144,119
<b>Total Effect</b>	<b>842</b>	<b>\$48,888,116</b>	<b>\$66,001,504</b>	<b>\$151,052,928</b>

# Additional Construction Impact (One-Time)(\$50 million)


Impact Type	Jobs (number)	Labor Income (dollars)	Value-added (dollars)	Industry Sales (dollars)
Direct Effect	253	\$16,264,697	\$18,543,925	\$50,000,000
Indirect Effect	70	\$4,981,703	\$7,577,243	\$13,873,086
Induced Effect	123	\$5,804,536	\$10,360,979	\$18,441,606
<b>Total Effect</b>	<b>446</b>	<b>\$27,050,936</b>	<b>\$36,482,147</b>	<b>\$82,314,692</b>



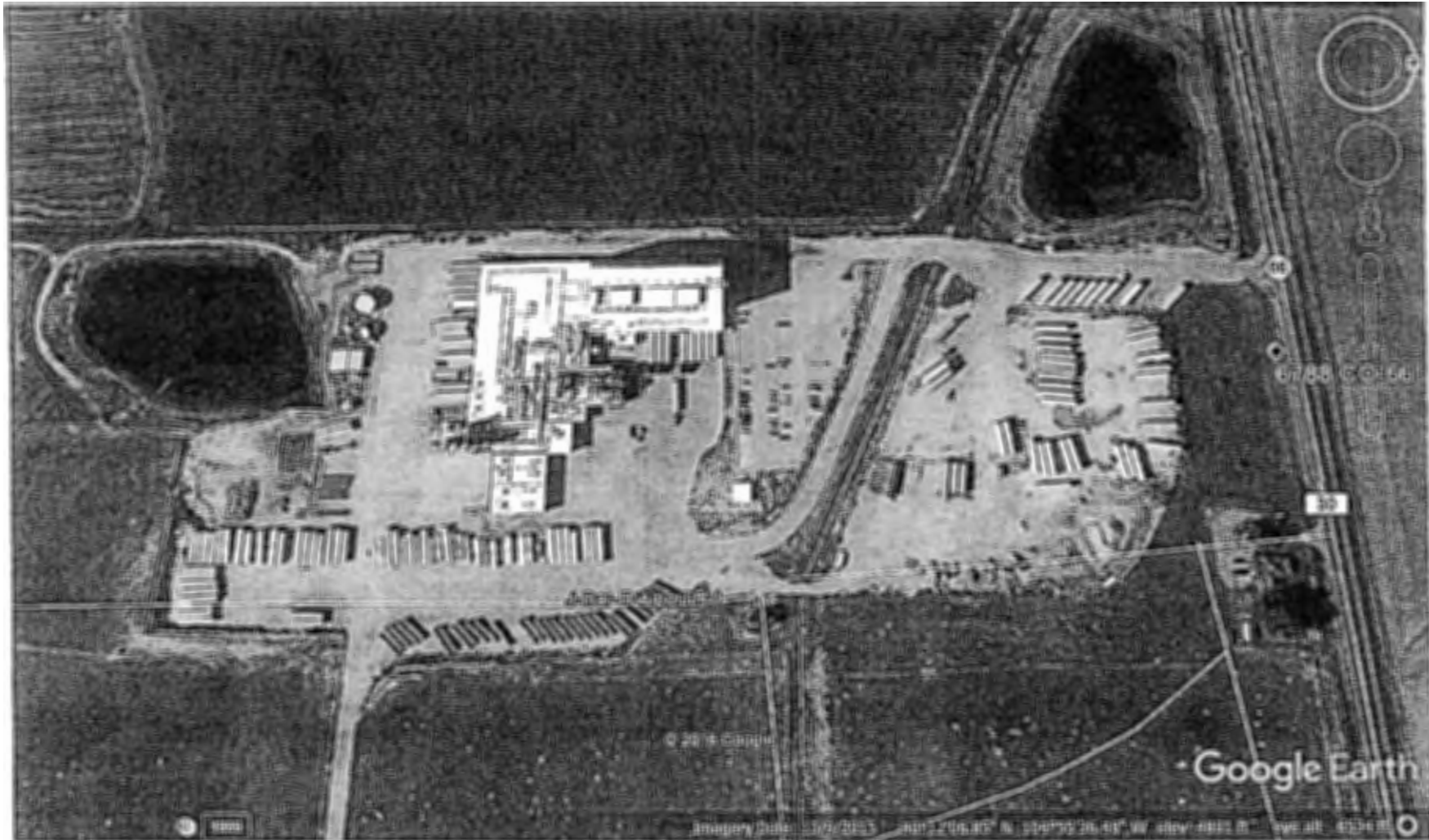
# Operational Economic Impact (Annually)

Impact Type	Jobs (number)	Labor Income (dollars)	Value-added (dollars)	Industry Sales (dollars)
Direct Effect	152	\$10,119,779	\$17,609,952	\$129,016,706
Indirect Effect	208	\$13,116,433	\$21,321,902	\$46,655,152
Induced Effect	121	\$5,062,061	\$9,293,490	\$17,145,676
<b>Total Effect</b>	<b>481</b>	<b>\$28,298,273</b>	<b>\$48,225,344</b>	<b>\$192,817,534</b>

# Measures Discussed

- **Jobs** refers to the annual average of jobs supported. A job reported can be either full-time or part-time.
  - **Value-added** represents the difference between industry sales and the cost of its intermediate expenditures. This measure includes employee compensation, proprietor income, taxes on production/imports and other property income such as corporate profits, net interest, dividends and rent. Additionally, value-added is often referred to as gross regional product (GRP).
  - **Labor income** refers to employment income, which includes proprietor income and employee compensation, such as wages and benefits. It is included in the value-added classification.
  - **Industry sales** represent the total value of industry production. Also called output.
  - **Taxes** are also included in the value-added classification and displayed separately by state/local and federal taxes. This includes sales taxes, property taxes, motor vehicle licenses, severance taxes, social insurance taxes, corporate profits taxes, income taxes and other miscellaneous taxes.
- 

# Aurora Dairy Facilities



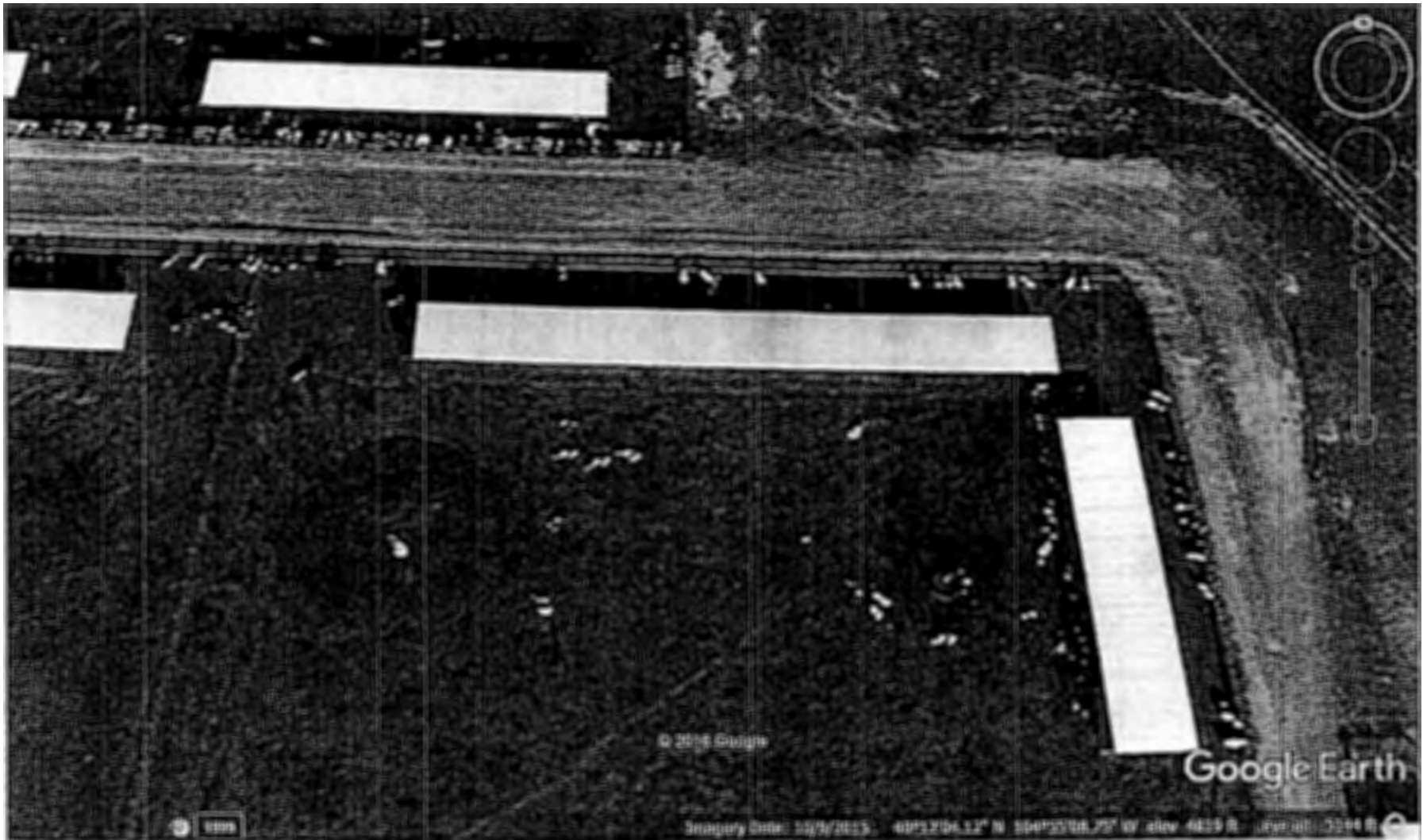
Platteville Milk Plant – 1,400 cows and calves  
6788 CO-66, Platteville, CO 80651



High Plains Dairy – 5,400 cows  
7388 CO-66 Platteville, CO



Platteville CO Milk Plant and High Plains Dairy – Side by Side

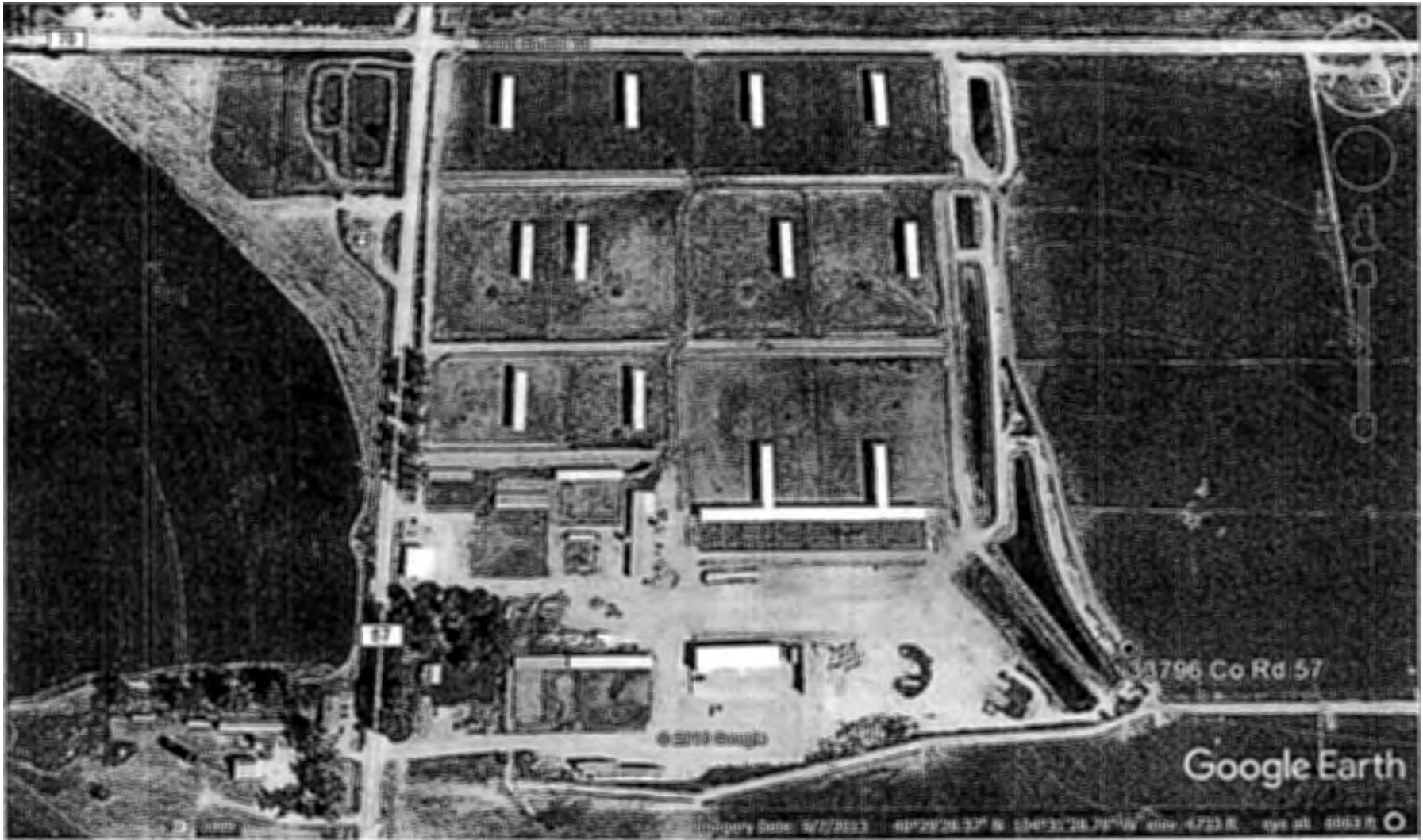


High Plains Dairy – Close-up of Cow Conditions cows  
7388 CO-66 Platteville, CO





Little Calf Ranch & Dairy – 3,300 cows and calves  
37574 CR 59 Eaton, CO



Ray-Glo Dairy – 2,000 cows  
33796 WCR 57 Gill, CO





Pepper Heifer Farm – 4,300 heifers  
4519 County Road 340 Dublin, Texas



TERM OF COMMISSION: March Session of the January Adjourned Term

PLACE OF MEETING: Roger B. Wilson Boone County Government Center  
Commission Chambers

PRESENT WERE: Presiding Commissioner Dan Atwill  
District I Commissioner Fred Parry  
District II Commissioner Janet Thompson  
Buyer Phil Fichter  
Interim Director Resource Management Bill Florea  
Administrative Asst. Prosecuting Attorney Bonnie Adkins  
Sheriff Captain Gary German  
Resource Mgt. Code Enforcement Officer Ryland Rodes  
Deputy County Clerk Mike Yaquinto

The meeting was called to order at 1:32 p.m.

#### **Purchasing**

##### **1. First reading; Cooperative Contract 031715-KII, KI Office Furniture**

Phil Fichter read the following memo:

Purchasing requests permission for our offices to utilize the National Joint Powers Alliance (NJPA) cooperative contract for Krueger International (KI) office furniture with Inside the Lines of Columbia, Missouri as our representative.

The contract expiration date is April 9, 2019 and it has one (1) one-year renewal. This is a county-wide term and supply contract.

There were no comments or questions.

Commissioner Atwill stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available commission meeting with appropriate order for approval.

**2. First reading; Cooperative Contract 3-150930RW to purchase two (2) Henderson 10 Foot Snowplows and dispose of two (2) Snowplows**

Phil Fichter read the following memo:

Public Works requests permission to utilize the Missouri Department of Transportation General Services (MODOT) Contract 3-150930RW to purchase two (2) Henderson 10 Foot Snowplows from Henderson Products, Inc. of Chicago Illinois. Cost of contract is \$15,640.00 and will be paid from department 2040 - PW Maintenance Operations, account 92300 - Replacement Equipment.

These are replacement purchases and the 2017 budgeted amount for both snow plows is \$15,200.00. Savings from the Motor Graders previously purchased in 2017 will cover the \$440.00 difference per Greg Edington, Public Works.

The Purchasing Department requests permission to dispose of the following surplus:

1988 Henke 36RI O Snow Plow, with fixed asset tag 7892

1999 Henke 36RI I IS Snow Plow, with fixed asset tag 11804

There were no comments or questions.

Commissioner Atwill stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available commission meeting with appropriate order for approval.

**3. Second reading; Bid Award 07-02FEB17 – Davenport road Drainage Structure Improvement (1<sup>st</sup> read 2-2-17)**

Commissioner Parry moved on this day the County Commission of the County of Boone does hereby award bid 07-02FEB17 – Davenport Road Drainage Structure Improvement to Boone Construction Company of Columbia, MO.

Terms of the bid award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

Commissioner Thompson seconded the motion.

The motion carried 3 to 0. **Order #99-2017**

**Sheriff's Department**

**4. First reading; Missouri Highways and Transportation Commission Blueprint for Safer Roadways Program Agreement**

Captain German said that in the Hwy. 124 N corridor, we had four fatalities in 2016 and the Coalition for Safer Roadways – Central District, approached us to perform some enforcement activities there. So, this is them offering us \$2,500 to do some enforcement in that area. MoDOT has put up some signs and the Highway Patrol has some overtime efforts as well as some radar activities.

Commissioner Thompson thanked Captain German for doing this. The County has lost too many lives.

There were no further comments or questions.

Commissioner Atwill stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available commission meeting with appropriate order for approval.

**5. First reading; Budget Revision for garbage disposal replacement in Corrections**

Captain German said this is a budget revision for \$1,130. At the end of 2016, Facilities Maintenance attempted to repair the garbage disposal and were not able to. Replacement is necessary so this will be coming out of the Corrections budget.

There were no comments or questions.

Commissioner Atwill stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available commission meeting with appropriate order for approval.

**Prosecuting Attorney**

**6. First reading; Budget Amendment to establish budget for additional funds awarded for VOCA grant**

Bonnie Adkins said this is to establish a budget for the additional funds received through VOCA. The funds will be used for furniture in the witness waiting room, furniture in the lobby, carpet, and travel and training for staff members of the Prosecutor's Office.

Commissioner Atwill asked if there are any county funds required.

Ms. Adkins said there is a 20% match but it is taken from an existing salary in the office.

There were no further comments or questions.

Commissioner Atwill stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available commission meeting with appropriate order for approval.

**7. First reading; Budget Amendment to establish budget for funds awarded for Crime Victims' Rights Week 5K**

Bonnie Adkins said this is also additional funds to hold a 5K race at Stephens Park on April 2<sup>nd</sup> at 2:00 p.m. to honor crime victims. There are no matching funds required.

There were no comments or questions.

Commissioner Atwill said there will be a public hearing and second reading after the mandatory 10-day waiting period on Budget Amendments.

**Resource Management**

**8. Public Hearing on Re-adoption of the Building Code**

Bill Florea said this is the second of three public hearings as required by statute.

Commissioner Atwill opened the public hearing and asked if there is anyone present that would like to speak to this item. There were no speakers and Commissioner Atwill closed the public hearing and said the third and final public hearing will be March 7, 2017.

**9. First reading; Revision and Re-adoption of the Boone County Zoning Regulations and Boone County Stormwater Ordinance, Sections 1 – 28**

Ryland Rodes said that Boone County participates in the NFIP – National Flood Insurance Program which is underwritten by the Federal government. This participation makes it possible for property owners to obtain flood insurance.

Boone County has participated in this program since 1983. Back then, the maps we received were simple schematic descriptions of Boone County and the flood plain. In 2011, FEMA came in and digitized the flood plains on aerial photos which helped out a lot. Since then, we now have further improvements using the latest imagery that integrates new topography on to the maps. This did affect a few individuals and letters were sent out.

Flood Plain maps and regulations are actually part of the Zoning Regulations and as such, it is recommended that the County Commission adopt the entire package. The P & Z has already conducted three public hearings on this matter and they all recommend adoption.

C. J. Dykhouse said this is a re-adoption of the entire package and facilitates enforcement of our Zoning and Stormwater Regulations. There is only one change the Commission is asked to make and that is the Flood Plain Ordinance, but we are re-adopting the entire package

The Commissioners thanked Mr. Rodes and Mr. Dykhouse for the hard work in getting this completed.

Commissioner Atwill stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available commission meeting with appropriate order for approval.



**Commission**

**10. Second reading; Application for Chapter 100 tax incentives to AOD-MO Holdings, LLC, d/b/a Aurora Organic Dairy (1<sup>st</sup> read 2-23-17)**

Commissioner Atwill said we normally don't have additional comments on second readings, but because of the public interest in this particular matter, if anyone has new information, we will allow their comments.

Bill Watkins said he is with the REDI Board and has with him today Matt Williams, another member of the REDI board, as well as representatives of the REDI staff in addition to the VP of the Missouri Partnership. We are here today to answer any questions you may have of this application.

Commissioner Parry said for clarification to the public, after the vote today, there is a period where we are allowed to create an agreement.

C. J. Dykhouse said the official action is for the approval for the Chapter 100 application at the levels of 75% abatement for new real property investment for a period of 10 years and 75% abatement for new personal property investment for the class life or 10 years, whichever is shorter. The Commission Order will incorporate all the application material that has been presented as part of that approval.

Next, we begin the process to create the performance agreement, lease agreement and ultimately the bond issuing documentation in consultation with our bond counsel, GilmoreBell. That will then come before Commission for later approval. It will be consistent with the terms of the Commission Order that will be entered today.

Commissioner Atwill asked if there is anyone else that would like to speak on this issue.

Scott Dye said his comments today concern REDI, not the AOD proposal.

Today's planned vote has seemed preordained since January 14<sup>th</sup>, the date REDI announced the Aurora Organic Dairy proposal. After four years of secret negotiations that included no knowledge or participation of the public, REDI then chose to railroad this project past our city and county elected officials.

With all due respect to officials at REDI, to outsiders like me, also called ordinary citizens, that are not privy to their closed-door negotiations, REDI appears to be nothing more than a secret society of moneyed interest, who claim to be working for the interests of everyone.

Meanwhile, city officials continue to delay and stonewall repeated legal requests for public access to open records that could shed light on how private negotiations on this massive transaction of taxpayer funds were conducted for years without any public involvement. Mr. Midkiff and I have asked for all the open records. Mr. Midkiff was told it would be \$1,700 to receive these records and my organization would be charged \$1,088. We don't have that money, but feel that the public has a right to know about this. The entire process has been a shameful failure of open and transparent government.

AOD has faced repeated concerns about their compliance with federal laws, and yet, this is the best company that REDI can offer to city and county taxpayers. Ratepayers deserve better and should question whether REDI is simply valuing jobs over ethics.

Let's quit pretending that AOD will be hauling their milk to Columbia from their Colorado dairy factories – 770 miles away or from their Texas operations – 611 miles away. Again, that simply doesn't pass the straight face test.

The collateral damage of AOD's Columbia milk processing plant will likely be felt in surrounding counties, where rural families will face an unprecedented expansion of allegedly

organic industrial-scale factory dairies housing thousands of head of cattle per facility. Our neighboring counties' communities will pay the ultimate price with the loss of quality of life and diminished property values.

We do appreciate the Commission's comments in the article in the paper today. You have been listening to what we have been saying about our concerns with REDI and the process.

We strongly urge the Commission to table a vote on approving Chapter 100 incentives for AOD until such time that City officials release public documents on four years of secret negotiations, and taxpayers can determine how we went from never heard of this company, to throwing millions of dollars at a factory dairy enterprise that will create significant problems elsewhere, in addition to jobs locally. REDI, City and County officials should not be in the business of promoting factory farms.

The Commissioners thanked Mr. Dye for his comments and Commissioner Atwill asked if there is anyone else to speak.

Dennis Schnell said he has a Grade A dairy here in Boone County and would like to state again, paying \$3 Million for 100 acres and selling it for \$2 Million, we are tired of our tax dollars being misused. Now, a 10-year tax break and we are all asking why. I didn't get one, I didn't get any incentives when I built my dairy farm in Boone County.

A company this size, they don't need any handouts or deals. We are penalizing the local taxpayer. A dairy on this scale, all they do is make their cows a machine. There is no way they can graze 3,000 cows. If the dairies were to come to Boone County, which I personally don't think they will because the taxes are too high in Boone County already, and too many regulations, they will pick other counties to go to and you won't get the revenue anyway.

In the last meeting, MU Extension had a slide show with many numbers. There was one slide that showed \$192 Million that this company would generate for Boone County.

Commissioner Atwill said that was not accurate. The figure was not for Boone County, but for a geographic area larger than Boone County.

Mr. Schnell said okay, but they could not tell us the price of a ½ gallon milk between real milk and organic. Once again, organic is a joke. It is a marketing scam, nothing but a label. This needs to be tabled.

Commissioners thanked Mr. Schnell for his comments.

Commissioner Atwill asked if there is anyone else that would like to speak.

Subash Alias said he is with the Missouri Partnership. We are a non-profit economic development group working on attracting companies to the state on behalf of the Missouri Department of Economic Development. Mr. Dye made a comment about the secrecy and nature of these projects. This is very, very common in this industry to do things, sort of, behind the scenes.

There are three reasons for this as follows:

- Companies don't want to reveal to their competitors what their plans are. It affects their competitive position. AOD is a market leader and they don't want to jeopardize their standing
- There is an employee issue. Current employees get confused when companies are looking at other areas. They get concerned about their jobs. This is kept from current employees until they are ready to make announcements.
- Companies get bombarded from salespeople looking to sell them products.

We at Missouri Partnerships, on average, have 50-60 projects and 95% of them have code names and all are treated as confidential. We do this out of respect for the company and their

competitive position and Missouri is not the only economic development group that uses confidentiality and code names. It is very common and I do appreciate how it looks, but that is the reason why it is done. Then, we have this public process here, when things become more open.

The Commissioners thanked Mr. Alias for that explanation.

Commissioner Atwill asked if there are any additional speakers. There were no additional speakers and Commissioner Atwill closed the public comment section of this application.

Commissioner Parry said he does agree with some of the comments concerning the process, which is not ideal. There are some significant issues with the County's current Chapter 100 process and we plan to address those almost immediately. I respect the necessity to keep these things private, but there is most likely a need for more transparency in the process and we can all benefit from that.

There are a lot of things we would like to tweak about the policy. We as a Commission, I think, are somewhat unanimous on what is currently wrong with the policy. If a company gets a significant tax break at 75% abatement of taxes, we should expect more from them. The Commission will incorporate a corporate citizen clause in the Chapter 100 policy so we have an up-front understanding with companies and their expectations. We need to rationalize to our constituencies why we give 75% abatement to a company creating 100 jobs and a 50% abatement to a company creating 325 jobs.

There may be a logical reason for doing this, but we owe it to our constituencies to help them understand how these deals are made. There is great room for improving the process and you have a County Commission that is very committed to improving this process.

Commissioner Thompson said the other piece of that process, while I believe we are committed to improvement, is the consideration of the impact these projects have on the local community. It is not just job creation, but the impact on our infrastructure. It is the impact on our transportation and on our utility infrastructure. Those must be thoroughly vetted as those are pieces of our corporate life that impact all of us. We need to be very mindful of gathering the data in a neutral fashion to make decisions wisely. All the taxing entities that are involved in this can have this data and this is something we can improve going forward.

Commissioner Atwill said this county stands out and to some extent, stands alone in the state as having a high quality of life. I think our biggest purpose is to make sure we maintain this as the community and county grow. That is part of the difficulty of these kinds of issues that we face. While it is possible, and necessary, to have confidentiality with respect to these things, it is important that we be very careful and work hard, as we have, to be sure the citizens, overall, are best served keeping in mind the efforts to bring in new business to our county and the obligations of the government as well. We have been sensitive to those additional needs that will arise resulting from these new obligations that are created.

If there is one thing about this new project that is of concern to me, it is that we are going to be dealing with road issues. Nobody else builds roads other than the government. We have to take care of the roads and it is extremely important, in so many ways. If you look at the path that's involved and the traffic flow pattern that will result from this, you can't help but be a little concerned. That is part of my thinking on this.

Our county is fantastic. It is fantastic because people volunteer in this county on boards and commissions and other charitable organizations. As long as we maintain this quality of life and with the generosity of the community, I think it will continue. The county could not be successful without the volunteers we have out there helping us every day. It is extremely important we think of their interests as well.

Commissioner Parry said one of the things, as we look at improving the process for Chapter 100 Bonds, is that it is essential to check the financial viability of a company. I know the Missouri Partnership takes some responsibility, but we continue to get inconsistent messages. It may be a product of the lack of transparency and not having everyone in the same room at the same time. I understand most of the time that is not possible, but we do get conflicting messages.

Mr. Midkiff and Mr. Dye do have some legitimate concerns, one being about the environmental impact. Again, that is another area where we tend to get inconsistent messages about what the City of Columbia's infrastructure is truly capable of handling. I think we are going to ask for the City of Columbia to certify and take full responsibility that there is sufficient infrastructure for the project.

There has to be more of a discussion on the transportation infrastructure. We don't know the impact of adding 60 semi-trailers to the intersection of US 63 and I-70. We never talked about that. When we add that many 18 wheelers to that intersection, what does that do to the public safety and wear and tear on the roads that the public is responsible for repairing. There are a lot of things we want to talk about and I think you will see a dramatically improved process in the months to come.

Commissioner Thompson said she believes we have a letter from the City of Columbia Manager, Mike Mathes, attesting to the financial viability of Aurora Dairy and also attesting to the ability of the utility infrastructure to handle what we have been talking about.

C. J. Dykhouse said that is correct and that information will be incorporated as part of the Commission Order considered today.

Commissioner Thompson said that it has been mentioned before, but we need to vet these questions very thoroughly. This is not about us, but the people of Boone County.

There were no further comments or questions.

Commissioner Parry moved on this day the County Commission of the County of Boone, pursuant to its Chapter 100 Policy adopted in Commission Order 600-2010, does hereby receive and accept the recommendation from the Chapter 100 Review Panel to approve the Chapter 100 application from AOD-MO Holdings, LLC, an affiliate of Aurora Organic Dairy, for a 75% abatement for new real property investment for a term of 10 years and a 75% abatement for new personal property investment for a term of that personal property's class life or 10 years, whichever is shorter, with the property investment details set forth in the Application filed herein by AOD. The Commission will effectuate this Chapter 100 abatement approval in documents to be approved at a later time, to include leases, performance agreements, and such other documentation as recommended and approved by Gilmore & Bell, the County's bond counsel, and the County Counselor. Said documents will include the following:

- Employment targets which condition the full 75% abatement upon achieving agreed-upon targets of “qualifying jobs” (jobs which pay at or above the current county average wage), and a reduction to 50% abatement for falling beneath said targets, and a reduction to 0% abatement for not maintaining a minimum level of employment, approved by the County and agreed to by AOD on or before AOD’s acquisition of the real property in Columbia, Missouri for the new facility;
- Evidence of good corporate citizenship through commitments for charitable giving consistent with its historical practices set forth in AOD’s Application; and
- A company goal to hire appropriately qualified Boone County citizens who are disabled (to include the developmentally disabled and/or physically disabled).

The County Commission thanks the representatives from the impacted taxing entities (Boone County Family Resources, City of Columbia, Boone County, Columbia Public Schools, and the Boone County Library District) for their service on the Chapter 100 Review Panel in connection with this application.



Commissioner Thompson seconded the motion.

The motion carried 3 to 0. **Order #100-2017**

**11. Second reading; Amendment #2 to Parking Lot Lease with First Christian Church of Columbia, MO (1<sup>st</sup> read 2-28-17)**

Commissioner Thompson moved on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number #2 to Parking Lot Lease between Boone County and First Christian Church of Columbia, Missouri.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number #2 to Parking Lot Lease.

Commissioner Parry seconded the motion.

The motion carried 3 to 0. **Order #101-2017**

**12. 1<sup>st</sup> & 2<sup>nd</sup> reading; Organizational Use of the Government Center Chambers by Sierra Club – Osage Group for March 10, 2017**

Commissioner Parry moved on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by Sierra Club – Osage Group for March 10, 2017 from 6:00 p.m. to 9:05 p.m.

Commissioner Thompson seconded the motion.

The motion carried 3 to 0. **Order #102-2017**

**13. 1<sup>st</sup> & 2<sup>nd</sup> reading; Organizational Use of the Centralia Clinic by the Boone County Schools Mental Health Coalition for various dates in 2017**

Commissioner Thompson moved on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Centralia Clinic by the Boone County Schools Mental Health Coalition from 12:30 p.m. to 5:30 p.m. for the following dates in 2017:

March 29	August 30
April 26	September 27
May 31	October 25
June 28	November 29
July 26	December 27

Commissioner Parry seconded the motion.

The motion carried 3 to 0. **Order #103-2017**

**14. 1<sup>st</sup> & 2<sup>nd</sup> reading; Organizational Use of the Centralia Clinic by PEO Chapter-LT for various dates in 2017**

Commissioner Parry moved on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Centralia Clinic by PEO Chapter – LT from 8:00 a.m. to 12:30 p.m. for the following dates:

2017

March 7	June 6
March 21	September 19
April 4	October 3
April 18	October 17
May 2	November 7
May 16	December 12

2018

January 16

February 20

February 6

March 6

Commissioner Thompson seconded the motion.

The motion carried 3 to 0. **Order #104-2017**

**15. 1<sup>st</sup> & 2<sup>nd</sup> reading: Organizational use of the Courthouse Plaza by Sheena Coffee for March 3, 2017**

Commissioner Thompson moved on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Courthouse Plaza by Sheena Coffee for March 3, 2017 from 5:30 p.m. to 8:30 p.m.

Commissioner Parry seconded the motion.

The motion carried 3 to 0. **Order #105-2017**

**16. Public Comment**

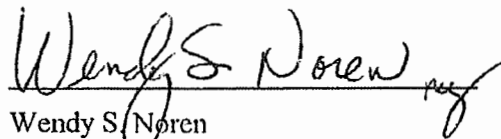
None


**17. Commissioner Reports**

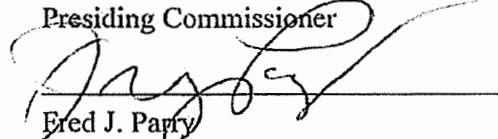
Commissioner Thompson said she will be preparing a report on the NACo Legislative Conference she attended this past weekend. It was amazing. There was an opioid Town Hall Summit that was eye opening. The Justice and Public Safety Commission met all day Saturday. The real concern in the public safety arena is drones. That was a huge piece of this conference and I will prepare a report.

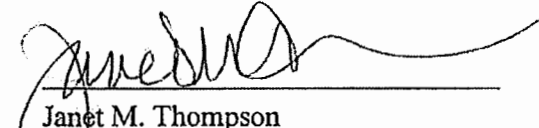
The meeting adjourned at 2:11 p.m.

Attest:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

TERM OF COMMISSION: March Session of the January Adjourned Term

PLACE OF MEETING: Roger B. Wilson Boone County Government Center  
Commission Chambers

PRESENT WERE: Presiding Commissioner Dan Atwill  
District I Commissioner Fred Parry  
District II Commissioner Janet Thompson  
Director Purchasing Melinda Bobbitt  
Interim Director Resource Management Bill Florea  
Senior Account Jason Gibson  
Joint Communications Pat Schreiner  
Resource Mgt. Code Enforcement Officer Ryland Rodes  
Deputy County Clerk Mike Yaquinto

The meeting was called to order at 9:30 a.m.

### **Resource Management**

#### **1. Public Hearing on Re-adoption of the Building Code**

Bill Florea said this is the third public hearing on the adoption of the Building Code. The first hearing was on February 28<sup>th</sup> and the second was on March 2<sup>nd</sup>. Following the conclusion of the hearings, we will consider testimony, if any. After that, we will draft an order, submit it to legal for review and then present to Commission for consideration.

Commissioner Atwill opened the public hearing and asked if there is anyone present that would like to speak on this issue. There were no speakers and Commissioner Atwill closed the public hearing.

**2. Second reading; Revision and Re-adoption of the Boone County Zoning Regulations and Boone County Stormwater Ordinance, Sections 1 – 28 (1<sup>st</sup> read 3-2-17)**

Commissioner Thompson moved on this day the County Commission of the County of Boone takes up the revision and re-adoption of the Boone County Zoning Regulations and the Boone County Stormwater Ordinance, Sections 1 through 28. This includes Section 22, the revised Flood Insurance Rate Maps (FIRM) prepared by the Federal Emergency Management Agency and known as the “Floodplain Management Ordinance.” The revised FIRM will be effective on April 19, 2017.

WHEREAS, the Boone County Planning and Zoning Commission conducted three (3) public hearings, after due public notice, into the issue of re-adoption of the County's current zoning regulations, including FIRM, and the Boone County Stormwater Ordinance; and

WHEREAS, the Boone County Planning and Zoning Commission (P&Z) has recommended that the County Commission readopt those zoning regulations, including FIRM and the Stormwater Ordinance; and

WHEREAS, the County Commission conducted a public hearing on re-adoption of those regulations on December 27, 2016; and

WHEREAS, all required notices have been given and all required public hearings have been held;

NOW, THEREFORE, the County Commission of the County of Boone does hereby adopt the Boone County Zoning Regulations and the Stormwater Ordinance, Sections 1 through 28, which includes Section 22, the revised Flood Insurance Rate Maps as prepared by the Federal Emergency Management Agency, and known here as the “Floodplain Management Ordinance,” copies of which are attached and incorporated here by reference, along with the following attachments:

1. Notice of the 1st P&Z hearing, affidavit of newspaper publication, affidavit of posting in the Boone County Government Center, and the hearing minutes.
2. Notice of the 2nd P&Z hearing, affidavit of newspaper publication, affidavit of posting in the Boone County Government Center (southern district), and the hearing minutes.
3. Notice of 3rd P&Z hearing, affidavit of newspaper publication, affidavit of posting in the Boone County Government Center (northern district), and the hearing minutes.
4. Minutes from P&Z meeting with recommendation for adoption.
5. Notice of public hearing before the County Commission on December 27, 2016, affidavit of newspaper publication, affidavit of posting in Boone County Government Center, and the hearing minutes showing the public hearing was opened for the re-adoption of the zoning regulations and the Stormwater Ordinance.
6. Complete copy of Zoning Regulations and the Stormwater Ordinance, Sections 1 through 28 including the revised Flood Insurance Rate Maps.

Commissioner Parry seconded the motion.

The motion carried 3 to 0. **Order #106-2017**

### **Purchasing**

3. **First reading; Contract Amendment Number One to 21-07MAY14, Road Construction Equipment Rental Term & Supply**

Melinda Bobbitt read the following memo:

*Contract 21-07MAY14 – Road Construction Equipment Rental – Term and Supply* was approved by commission for award to Hertz Equipment Rental Corporation of St. Louis, Missouri on July 22, 2014, commission order 356-2014. This amendment is for an Agreement and Consent to Assignment of Contract from Hertz Equipment Rental

Corporation to Herc Rentals Inc.

Invoices will continue to be paid from department 2040 – Public Works Maintenance Operations, account 71700 – Equipment Rentals. Budgeted \$27,000.00

There were no comments or questions.

Commissioner Atwill stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available commission meeting with appropriate order for approval

**4. Second reading; Cooperative Contract 031715-KII, KI Office Furniture (1<sup>st</sup> read 3-2-17)**

Commissioner Parry moved on this day the County Commission of the County of Boone does hereby approve the utilization of the National Joint Powers Alliance Term & Supply Cooperative Contract 031715-KII with Inside the Lines of Columbia, MO for KI Office Furniture.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Commissioner Thompson seconded the motion.

The motion carried 3 to 0. **Order #107-2017**



**5. Second reading; Cooperative Contract 3-150930RW to purchase two (2) Henderson 10 Foot Snowplows and dispose of two (2) Snowplows (1<sup>st</sup> read 3-2-17)**

Commissioner Thompson moved on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation General Services Cooperative Contract 3-150930RW to purchase two (2) Henderson 10 Foot Snowplows from Henderson Products, Inc. of Chicago, IL and dispose of the following:

- 1988 Henke 36R10 Snow Plow, asset tag 7892
- 1999 Henke 36R11 IS Snow Plow, asset tag 11804

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal forms.

Commissioner Parry seconded the motion.

The motion carried 3 to 0. **Order #108-2017**

**Joint Communications**

**6. First reading; Approval to exceed contract amount for Radio Consulting Services**

Pat Schreiner said this is due to the many projects pertaining to the ECC, the addition of the 609 E. Walnut re-model, the Rise Antenna and the need for radio consultant services. We are seeking approval to pay the December bill which exceeds the contract by \$7,735 for services and \$404 for reimbursement.

There were no comments or questions.

Commissioner Atwill stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available commission meeting with appropriate order for approval

**Auditor**

**7. First reading; 2016 Budget Revision related to Public Administrator (vacation payout & worker's comp)**

Jason Gibson said this is moving funds to cover workers comp and the vacation payout for Sonja Boone when she became Public Administrator. She became exempt so the vacation accrual was paid out.

There were no comments or question.

Commissioner Atwill stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available commission meeting with appropriate order for approval

**8. First reading; 2016 Budget Revision for increase in Recycling fees**

Jason Gibson said there are recycling containers in many communities outside of Columbia. The change in this was due to the increase in the frequency of the pickup by one. We were over by \$12,000 and we have increased the budget in 2017 to cover this.

Commissioner Atwill inquired as to the payment to Columbia.

Mr. Gibson said the containers are taken to Columbia from these communities for disposition.

There were no further comments or questions.

Commissioner Atwill stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available commission meeting with appropriate order for approval

**9. First reading; 2016 Budget Amendment to cover cost of out of facility inmate housing**

Jason Gibson said this budget amendment is to increase the appropriations for the Law Enforcement Sales Tax Fund. We normally budget \$150,000 in the General Fund and \$180,000 in the Law Enforcement Sales Tax. We exceeded that by approximately \$118,000 in that class. We had \$8,000 in balance so we needed to adjust by \$110,000.

There were no comments or questions.

Commissioner Atwill said there will be a public hearing and second reading after the mandatory 10-day waiting period for budget amendments.

**Sheriff's Department**

**10. Second reading; Missouri Highways and Transportation Commission Blueprint for Safer Roadways Program Agreement (1<sup>st</sup> read 3-2-17)**

Commissioner Parry moved on this day the County Commission of the County of Boone does hereby approve the attached agreement between Boone County and the Missouri Highways and Transportation Commission for State Road Funds to be used to support regional Blueprint for Roadway Safety activities.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Boone County Commissioners are hereby authorized to sign said Blueprint for Safer Roadways Program Agreement.

Commissioner Thompson seconded the motion.

The motion carried 3 to 0. **Order #109-2017**

**11. Second reading; Budget Revision for garbage disposal replacement in Corrections  
(1<sup>st</sup> read 3-2-17)**

Commissioner Thompson moved on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Sheriff's Department for the replacement garbage disposal in Corrections.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1255	60200	Corrections	Equip. Repairs/Maintenance	1,130	
1255	92300	Corrections	Replaced Equipment		1,130
				1,130	1,130

Commissioner Parry seconded the motion.

The motion carried 3 to 0. **Order #110-2017**

**Commission**

**12. First reading; Authorization with the Mid-Mo Regional Planning Commission for professional grant application and grant administration services**

Commissioner Atwill noted this is regarding Battenfeld Technologies.

Ed Siegmund said that is correct and he is with the Mid-MO Regional Planning Commission. The Missouri Partnership and Department of Economic Development, during the recruitment of American Brands, offered an incentive called a Community Development Block Grant (CDBG) Infrastructure Grant. The initial amount the State indicated they would put into that recruitment package was \$1.6M. The catch with this \$1.6M, there is a \$20,000

per job credit and at least 51% of the hires need to be low and moderate income. That was part of the recruitment package when they were negotiating with the company to come here. Since that time, the State has indicated they will go up to \$2M in infrastructure improvements, but right now, we have a whole lot of moving parts going on.

The use of the funds are for public infrastructure improvements. So, everyone anticipated the improvements would be on Route Z. Right now, we do not know the specifics of a 3<sup>rd</sup> lane. The engineers are meeting this morning to discuss a traffic study and get this going so MoDOT can determine what improvements they are going to dictate on Route Z.

For the grant funds, there are several qualifications for the funds. First, there is an Environmental Report required and we have started on that report. Secondly, there is the preparation of the grant application submitted to CDBG. They already said we had the money so we are playing catch-up with this application process.

For the County, the grant comes with a 20% match or \$400,000. We have had conversations with Commissioner Atwill and C. J. Dykhouse regarding the match and I am at a comfort level of 95% that the State will recognize the tax abatement as that match. They will also recognize the sales tax relief, but the i's need to be dotted and I am fairly confident they will recognize those commitments as the County match.

Commissioner Parry asked who makes that ultimate decision.

Mr. Siegmund said it is the State, the Department of Economic Development. I don't foresee a problem with that, I just need to make you aware of this. The issue is not finalized, but we have something in writing that recognizes the Chapter 100 tax abatement, but not the other. We still need to pursue that which we will do tomorrow.

Commissioner Parry asked if the 5% chance that it does not happen, happens, what do we sacrifice with this project.

Mr. Siegmund said I don't think we have the cards on the table to make that determination. In a worst case scenario, we would look at improvements to be done with the \$2M pot, but I don't think that will be an issue.

Commissioner Parry said one of the problems we tend to have, in my short period here, is there is so much momentum that gets behind these projects, that when it comes down to the final vote, the County Commission looks like the bad guys if there is something that doesn't smell right. I don't want that in the event the state decides otherwise with the tax abatement match. I want to avoid stuff rolling down hill and ending up on the County Commission's desk, looking like we decided not to do it and it hurts the project.

Commissioner Thompson said that if the other shoe were to drop and we needed to come up with the money for the project to proceed, we would be robbing Peter to pay Paul.

Mr. Siegmund said that he works for the Commission and to advise on this match scenario. I still believe this will work out fine, but I need to advise on all possibilities. Our role, the Regional Planning Commission, is we would prepare the Environmental Report and work with the County with the application. This application would need to go through your process before submission. This is where we would have the detailed numbers for the infrastructure improvements because we need that preliminary engineering report and I will convey that to them later today. Those numbers should be to Commission sometime next month.

Should the project be awarded by the State, then we would do the administration of the federal funds. Also, you can do these tasks internally with staff or hire an outside consultant, but the Regional Planning Commission, as specified by DED, local governments can contract directly with us to do this because we work for you.

Commissioner Atwill said when the idea was first brought to his attention, it was coupled with a clear indication there would be a complete offset of the contributed amount from the County. There was then a back-up on that by DED and then after that, they sent a correspondence saying that the county would be entitled to the offset. I believe you have that communication.

Mr. Siegmund said he does have it.

Commissioner Atwill said it may not cover every element of the taxes that are out there and the thinking at the time was that the abatement would be enough to offset.

Mr. Siegmund said the statement from DED is as follows: The department has reviewed the conversations and concerns that the company and county have and determined that it will allow the tax abatement to serve as the local government match for this project. This is a one-time exception and will not be allowed on future projects.

Commissioner Thompson asked who specifically authored this statement.

Mr. Siegmund said it is from Brenda Horstman who is the manager of Business and Community Finance with DED.

Commissioner Atwill said that is really important and we should consider in the order that is issued, that we say we are approving this, at this point under the condition that DED ultimately authorizes this fact. This will allow us to be on the record concerning this. We should consult legal as to how to proceed.

Also, the prospect of have the Regional Planning Commission carry the ball is an easy decision for me. This is what they are uniquely qualified to do and there is no doubt the most useful to the County Commission in this role rather than doing this internally. This also gives us a level of independence and separation on interests.

Mr. Siegmund said the fee to the County from us is zero. We get our fee from the grant fund. The grant fund sets the parameters on how much we can charge and how much the engineers can charge. There are strict parameters concerning this and the fees are eligible in the grant, so we will not be coming back to Commission for any money.

Commissioner Thompson said that this Thursday, we should have a 1<sup>st</sup> & 2<sup>nd</sup> reading authorizing the Missouri Regional Planning Commission to facilitate this project.

Commissioner Parry asked what type of improvements MoDOT is considering for Route Z.

Mr. Siegmund believes it is an additional lane, but the traffic study will dictate that.

Commissioner Parry asked how many trucks per day this will add.

Mr. Siegmund said 150.

Commissioner Parry asked if that is round trips.

Mr. Siegmund said he did not know.

Commissioner Thompson said they did not discuss trucks or trips. Looking at the information from the meeting, I did not see anything about this.

Mr. Siegmund said it is 75-100 truck trips per day.

Commissioner Thompson asked if that is times two. Also, if you are going to the engineer's meeting, the one thing that needs to be highlighted is the notion of schools and their start and dismissal times in relation to the truck traffic and Route Z. I don't know if that means a flashing light or something else, but it needs to be considered.



Commissioner Parry inquired about the Northeast Transportation Plan and the impact of the county accessing an impact fee.

Commissioner Atwill said that is only a suggestion.

Commissioner Parry said it is a suggestion that county staff feels we should follow through with. For example, in a residential neighborhood, the formula comes out at \$6,975 per lot. I guarantee that at some point in the process, the Northeast Transportation Plan is going to come up and there is going to be a belief this manufacturer should be accessed this impact fee. So, I guess this needs to be on everyone's radar. We have to be prepared as to whether it be justified or exempted.

Mr. Siegmund said this is a good location for a distribution center and the good news is that someone anticipated there would be road improvements required on Route Z and put some money aside.

There were no further comments or questions.

Commissioner Atwill stated this will be included for consideration at a later meeting after consultation with County Counsel.

**13. 1<sup>st</sup> & 2<sup>nd</sup> reading; Board Re-appointments as follows:**

- **Gary German – Health Trust Committee**
- **Robbie Sapp – Health Trust Committee**
- **Carl Freiling – P & Z Commission**
- **Loyd Wilson – P & Z Commission**
- **Bob Bailey – Boone County Family Resources**

Commissioner Parry moved on this day the County Commission of the County of Boone does hereby re-appoint the following:

<b>Name</b>	<b>Board</b>	<b>Period</b>
Gary German	Health Trust Committee	April 1, 2017 through March 31, 2020
Robbie Sapp	Health Trust Committee	April 1, 2017 through March 31, 2020
Carl Freiling	P & Z Commission	March 1, 2017 through February 28, 2021
Loyd Wilson	P & Z Commission	March 1, 2017 through February 28, 2021
Bob Bailey	Boone County Family Resources	April 1, 2017 through March 31, 2020

Commissioner Thompson seconded the motion.

The motion carried 3 to 0. **Order #111-2017**

**14. Public Comment**

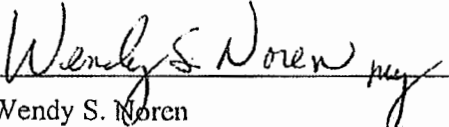
None

**15. Commissioner Reports**

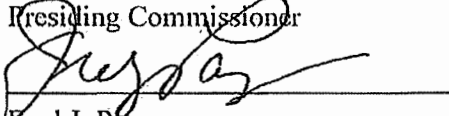
None

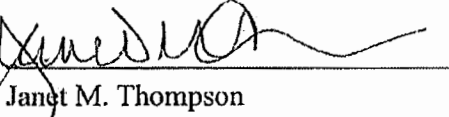
The meeting adjourned at 10:03 a.m.

Attest:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Residing Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

COMMISSION ORDER NUMBER 149-2017

Effective date: 4-1-17

A COMMISSION ORDER ADOPTING AND GOVERNING THE DESIGN, CONSTRUCTION, ALTERATION, ENLARGEMENT, EQUIPMENT REPAIR, DEMOLITION, REMOVAL, CONVERSION, USE OR MAINTENANCE OF ALL BUILDINGS AND STRUCTURES; AND FURTHER PROVIDING FOR THE ISSUE OF SAID PERMITS, COLLECTING OF FEES, MAKING OF INSPECTIONS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

BE IT ORDAINED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. ADOPTION OF THE BUILDING CODE: ADDITIONS, INSERTIONS, DELETIONS AND CHANGES.

Commission Order Number <sup>149-2017</sup> \_\_\_\_\_, known as the "Building Code of Boone County, Missouri", that a certain document, one (1) copy of which is on file in the office of Building Official of the Boone County Department of Resource Management and are being marked and designated as "The International Building Code – 2015 Edition", as published by the International Code Council, be and is hereby adopted as the Building Code of Boone County, Missouri for the control of buildings and structures as provided herein; and each and all of the regulations, provisions, penalties, conditions and terms of " The International Building Code – 2015 Edition", are hereby referred to, adopted and made part hereof, as is more fully set out in this Ordinance, with the additions, insertions, deletions and changes as hereinafter prescribed.

SECTION 2. JURISDICTIONAL TITLE.

0.1 Wherever (name of jurisdiction) appears in this code, it shall read "County of Boone, Missouri".

0.1.1 Wherever "Department of Building Safety" appears in this code, it shall read "Department of Resource Management of Boone County, Missouri".

0.1.2 Wherever "Chief Appointing Authority of the Jurisdiction" appears in this Code, it shall read "Boone County Commission of Boone County, Missouri".

0.2.1 Farm structure exemption: The provisions of this Code shall not be exercised so as to impose regulations or to require permits with respect to the erection, maintenance, repair, alteration or extension of farm buildings or farm structures further than seventy-five feet ( 75') from a dwelling provided that such buildings or structures are located on tracts of 20 acres or more and such buildings or structures are used exclusively for agricultural purposes. Farm dwellings shall conform to the provisions of this code as herein provided.

0.2.2 Manufactured home exemption: Manufactured homes, recreational vehicles or modular units which carry a seal as provided in Section 700.010 to 700.115 RSMo. shall be exempt from these provisions, provided that no alteration of the unit takes place once it has been placed upon a tract of land.

0.2.3 Portable building exemption: Portable buildings as defined by Section 202.0 shall be exempt from these provisions. Portable buildings must comply with all setback requirements found in the zoning regulations. Portable buildings used to house hazardous materials (paint, gasoline, etc.) must be placed at least 10 feet from any property line and have a door that can be secured by a lock.

SECTION 3. AMENDMENTS TO THE INTERNATIONAL BUILDING CODE - 2015.

The International Building Code - 2015 is amended by additions, deletions and changes including the changing of Articles, Sections, Sub-section titles and the addition of new sections and new sub-sections as follows:

101.2 Exception 2: Existing buildings undergoing repair, alterations, or additions and change of occupancy shall be permitted to comply with the requirements of the International Existing Building Code.

101.2.2: Appendices C, E, F, and I are hereby adopted as published. Appendix J is hereby adopted as amended.

Appendix J section J106.1 Maximum slope; is hereby amended to read as: The slope of cut and fill surfaces shall be no steeper than is safe for the intended use, and shall be no steeper than 3 horizontal to 1 vertical (33 percent) unless the applicant furnishes a geotechnical report justifying a steeper slope.

Exceptions: Number 1 is deleted in its entirety and exception number 2 will now be listed as exception number 1.

Appendix J section J107.6 Maximum slope; is hereby amended to read as: The slope of fill surfaces shall be no steeper than is safe for the intended use. Fill slopes steeper than 3 horizontal to 1 vertical (33 percent) shall be justified by a geotechnical report or engineering data.

101.4 Referenced codes: Add the following additional sentence to this paragraph: All references to the International Existing Building Code are deleted.

101.4.3 Plumbing. Change last sentence to: The provisions of the Columbia/Boone County Health Department, the Boone County Regional Sewer District or the Missouri Department of Natural Resources shall apply to the disposal and/or treatment of sewage originating from any building constructed according to this code.

101.4.4 Property maintenance. Delete

103 DEPARTMENT OF BUILDING SAFETY. Delete.

Add:

SECTION 103 RESOURCE MANAGEMENT DEPARTMENT

103.1 Enforcement Agency. The Resource Management Department previously created by the Boone County Commission is the enforcement agency for this code. The Director of Resource Management shall be known as the building official. The building official is hereby authorized and directed to administer and enforce all provisions of this code.

103.2 Appointment. The Director of Resource Management shall be appointed by the Boone County Commission.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the Boone County Commission, the Director of Resource Management shall have the authority to appoint a deputy building official, any related technical officers, inspectors, plan examiners and other employees. Such employees shall have the powers as delegated by the building official.

104.6 Right of entry: The code official shall have the authority to enter at any reasonable time any structure or premises for which a permit has been issued but has not received a certificate of occupancy in accordance with Section 110 and 111. Permit holders are required to provide means of access to all parts of structures subject to inspection, including the provision of ladders where required.

For all other structures or premises, when the code official has reasonable cause to believe that a code violation exists, the code official is authorized to enter the structure or premises at reasonable times to inspect subject to constitutional restrictions on unreasonable searches and seizures. If entry is refused or not obtained, the code official is authorized to pursue recourse as provided by law.

104.7 Department records: An official record shall be kept of all business and activities of the department specified in the provisions of this code, and all such records shall be open to public inspection at all appropriate times and according to reasonable rules to maintain the integrity and security of such records.

104.10.1 Flood Hazard Areas. Deleted.

Add:

105.8 Compliance with other Regulatory Agency Fire and Life Safety Codes: No permit shall be issued unless the plans and specifications or other required documentation for permit issuance has been approved by other Boone County regulatory agencies having jurisdiction for compliance with applicable fire and life safety codes. These provisions shall not apply to one and two family dwellings or residences.

Add:

105.9 Compliance with other Regulatory Agency Fire and Life Safety Codes: No final inspection or periodic inspection made at the conclusion of a building phase shall be passed or approved unless similar inspections for compliance with applicable fire and life safety codes have been made and approved or passed by other Boone County regulatory agencies having jurisdiction. These provisions shall not apply to one and two family dwellings or residences.

107.1 Submitted documents: Construction documents, special inspection and structural observation programs, and other data shall be submitted in two or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the Chapter 327 RSMo. The construction documents shall be drawn to scale with sufficient clarity and detail dimensions to show the nature and character of the work to be performed including general construction, special inspections, construction observation programs, structural, mechanical and electrical work and calculations. Each sheet of each set of plans, each set of specifications, calculations and other data shall be legally sealed by a registered design professions as required by Chapter 327 RSMo. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Buildings or structures exempt from these requirements are:

(a) One-family dwellings.

(b) Two-family dwellings.

(c) A commercial or industrial building or structure buildings having less than 1200 square feet of floor area which provides for the employment, assembly, housing, sleeping or feeding of less than ten (10) persons.

(d) Any one structure containing less than twenty thousand (20,000) cubic feet, except as provided in (b) and (c) above, and which is not a part or a portion of a project which contains more than one structure.

107.2.5 Site plan: There shall also be a site plan showing to scale the size and location of all new construction and all existing structures on the site; distances from lot lines; the established street grades and the proposed finished grades. It shall be drawn in accordance with an accurate boundary line survey and certifying as to the date the survey was made. In the case of demolition the site plan shall show all construction to be demolished and the location and size of all existing structures and construction that are to remain on the site or plot.

107.2.5.1 Design Flood Elevations. Delete.

109.6 Delete in its entirety. Add: Refunds: In the case of a revocation of a permit or abandonment or discontinuance of a building project, the portion of the work actually completed shall be computed and any excess fee for the incomplete work shall be returned to the permit holder upon written request. All plan examination and permit processing fees and all penalties that have been imposed on the permit holder under the requirements of this code shall first be collected. The code official shall authorize the refunding of fees according to Boone County policies under the following additional circumstances:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. When no work has been done, the permit fee, less a processing fee of \$20.00 may be refunded to the original permittee.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the fee was paid.

113.1 Delete.

Add:

113.1 Board of Appeals. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall consist of the Building Code Commission as appointed by the Boone County Commission in accordance with Chapter 64.180 RSMo.

113.4 Court review: Any party before the board of appeals who is aggrieved by a decision of the board of appeals may seek redress or relief before the court of competent jurisdiction as permitted by law.

114.4 Delete in its entirety. Insert: Violation penalties: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the building official or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided by law. Each day that a violation continues shall be deemed a separate offense.

115.3 Delete in its entirety. Insert: Unlawful continuance: Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person

is directed to perform to remove a violation or unsafe conditions, shall be guilty of a misdemeanor, punishable as provided by law.

SECTION 116 Delete in its entirety.

SECTION 202.0 Add:

Portable building - a structure constructed off-site and transported to the property by means of a truck or trailer; or one built from a pre-manufactured kit and placed on skids. Portable buildings may enclose no more than 160 sq. ft. of floor space, do not have interior finish, electrical service or plumbing fixtures. Portable buildings must comply with all setback requirements found in the zoning regulations. Portable buildings used to house hazardous materials (paint, gasoline, etc.) must be placed at least 10 feet from any property line and have a door that can be secured by a lock.

305.2.3 Ten or fewer children in a dwelling unit. A facility such as the above within a dwelling unit and having ten or fewer unrelated children receiving such day care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

308.6.4 Ten or fewer persons receiving care in a dwelling unit. A facility such as the above within a dwelling unit and having ten or fewer unrelated persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

903.2.1.2 Change Item 2. The fire area has an occupant load of 200 or more; or

1013.2 Floor-level exit signs. Where required, illuminated exit signs in 41, A2 over five thousand (5,000) square feet or greater than two hundred (200) occupants, and R-1 use groups shall be placed above exit doors and to the side of exit doors eighteen (18) inches from the floor. The floor level exit signs shall be protected by a guard to prevent physical damage. This amendment shall not be retroactive in nature, and shall not apply to structures prior to January 1, 2007.

1301.1.1 Criteria. Building shall be designed and constructed in accordance with the 2009 International Energy Conservation Code (IECC) with the following amendments to the 2009 IECC:

1. C101.4 Delete this section in its entirety.

1301.1.2: Use group R-1, R-2, R-3 and R-4 shall comply with this section or the requirements of International Energy Conservation Code. All buildings of Use Group R-1, R-2, R-3 and R-4 shall be insulated, at a minimum, in accordance with the following:

- Ceiling or roof -- R-38
- exterior wall-- R-15 for the assembly
- floor above unheated area or crawl space and ducts in ventilated attic or crawl space -- R-19
- Walls separating one and two family dwellings from garage areas, walls facing ventilated attic spaces and finished exterior basement walls -- R-13.
- Ducts in unheated area not exposed to outside ventilation -- R-4.

Joints in the building conditioned envelope that are sources of air leakage, such as around window and door frames, between wall cavities and window or door frames, between wall assemblies or their sill plates and foundations, between utility service penetrations through the building envelope, shall be



properly sealed with compatible and durable caulking, gasketing, weather stripping or other materials in an approved manner. All exterior walls shall have a vapor retarder capable of reducing vapor transmission to less than 1 perm, installed on the inside or the warm surface side of the insulated wall or ceiling. Only those ceilings that are attached directly to the underside of the roof rafters, such as flat roofs or cathedral ceilings are required to install the vapor retarder. All windows shall have a maximum Thermal Transmittance (U) value of 0.55.

1604.1 General: Add the following to this paragraph: the following standard structural design criteria are established:

1. Roof Live Load, Minimum Unreduced = 20psf.
2. Snow Load (Ground Snow Load)  $P_g = 20$  psf.
3. Seismic Loading;
  - a. Site Class D, default site class per 1613.3.2.
  - b. Mapped Spectral response accelerations.
    - (1)  $S_s = 0.167$  or per USGS data
    - (2)  $S_1 = 0.093$  or per USGS data

1801.2 Design Basis: Add the following to this paragraph: The following standard design criteria are established:

1. Foundation Frost Depth, Minimum – 30” (refer to 1809.5).
2. Presumptive net allowable foundation bearing pressure = 1500 psf (refer to 1803.1 and 1806.2). Note that section 1803.5.11 and section 1803.5.12 requires a geotechnical investigation if the structure has a seismic design category of C, D, E or F.

1803.2 Investigations required. Add the following sentence to the end of the first paragraph: A geotechnical investigation is not required for one story buildings 2500 sf or less in risk categories 1 and 2.

1807.2.2 Design lateral and soil loads. Add the following sentence to the end of the paragraph: The geotechnical engineer must state either way if a global analysis is required.

1808.6.2 Slab-on-ground foundations: Add: Exception: Slab-on-ground systems that have performed adequately in soil conditions similar to those encountered at the building site are permitted subject to the approval of the building official.

1809.5 Frost protection Add to 1 . (Frost depth is thirty (30) inches.)

## 1807.2 Retaining Walls

1807.2.1 In addition to the other requirements as stated in this code the following provisions shall apply to retaining walls.

1807.2.2 Retaining Wall – Plan review and construction inspections process. Integral to the building foundation. The building code defines a retaining wall as a wall not laterally supported at the top that resists lateral soils load and other imposed loads. Retaining walls that are integral to the building foundation must be approved by the Resource Management Department prior to the issuance of a building permit.

1807.2.3 Retaining Wall – less than four (4) feet in height measured from the bottom of the footing to the top of the wall. Detailed plans are not required. However, site plans at a minimum should indicate top and bottom of wall elevations, existing and proposed contours, drainage features, buildings and property lines, public easements, parking facilities and streets. Furthermore, the county retains the right to require additional design information regarding tiered retaining walls if there is a concern that the upper wall may impose a surcharge condition on the lower wall. These items will be required prior to the issuance of a building permit.

1807.2.4 Retaining Wall – Greater than four (4) feet in height. Detailed plans and calculations are required to be submitted to Resource Management Department. However, only the items mentioned above must be submitted prior to the issuance of a building permit. The following additional items must be submitted prior to the beginning of wall construction:

1. A typical section showing wall and footing dimensions, backfill slopes, steel / geotextile reinforcement details, weep hole locations and subsurface drainage systems.
2. Engineering calculations for the design of the wall, noting all assumptions such as concrete and steel reinforcement strengths, soil parameters, surcharges, bearing pressures, safety factors for bearing capacity, overturning, sliding external and internal stability and deep – seated shear failure.
3. Construction plans should specify the type of backfill to be used and any soil testing requirements if not granular. A geotechnical investigation and report is recommended but not required.

1807.2.5 Failure to submit the above information prior to the beginning of the way construction may result in the issuance of a stop work order by the Resource Management Department until such time the retaining wall design is reviewed and approved.

1807.2.6 First time submittals for plan review can take up to two (2) weeks for review. Additional submittals have a turn around time of one (1) week. The contractor should plan submittals accordingly to avoid unnecessary delays in construction.

1807.2.7 All plans, profiles, cross-sections and calculations must be prepared and sealed by a registered professional engineer licensed in the State of Missouri. The professional engineer is responsible for all aspects of the retaining wall design. The use of standard drawings from reputable manufacturer is allowable and even encouraged, but the professional engineer who seals the drawings and computations is responsible for the retaining wall design. In the absence of sufficient geotechnical information, the engineer shall be responsible for any design assumptions. Approval of the necessary plans and calculations will not transfer or share responsibility of the retaining wall design to the County of Boone.

1807.2.8 Following construction the engineer must submit a “certificate of conformance” indicating that the backfill and foundation material used met the requirements of the original design. This certificate must be signed and sealed by registered professional engineer license in the State of Missouri and, at a minimum, indicate the wall was inspected at the following specific milestones:

1807.2.9 For Concrete Walls

1. Footings prior to the pouring with reinforcement in place.
2. Walls prior to pouring with reinforcement in place.
3. At the beginning of the backfill operation.
4. Following completion of the wall.

1807.2.10 For Modular Walls

1. Footings or bearing pads.
2. During backfill operation and for the first layer of soil reinforcement.
3. Following completion of the wall.

1807.2.11 The county retains the right to request additional special inspections for items such as: vicinity to public streets or permanent residences, excessive wall heights or potential for groundwater or surface run-off problems.

1807.2.12 Additional information. Retaining walls shall be designed to ensure stability against overturning, sliding, excessive foundation pressure and water uplift. Retaining walls shall be designed for a safety factor of 1.5 (Note: If the backfill or underlying soil is clay or clayey silt, the safety factor should be increased to 2.0) against lateral sliding and overturning and a bearing capacity of 3.0.

Retaining walls with grade difference in excess of thirty (30) inches are required to have a fence or guardrail protecting the public from injury. The fence or guardrail must be a minimum of thirty-six (36) inches in height in residential applications and forty-two (42) inches in commercial applications. The vertical balusters and bottom rail must be situated so that a four (4) inch sphere cannot pass between any portions of the fence. Horizontal balusters will not be permitted.

1807.2.13 The property owner (or the property owner's representative) must ensure that the retaining wall is properly designed and constructed. The property owner is responsible for maintenance and repairs of all retaining walls on the property. Developers are not allowed to construct retaining walls of any size within the public right-of-way without prior review and approval of the Resource Management Department.

1807.2.14 All retaining walls must be installed, inspected and issued a certificate of conformance prior to the occupancy being issued or approved by the building official. The building official retains the right to waive this requirement under special circumstance.

3109.4 Residential swimming pools: Delete exception.

3109.4 Residential swimming pools. Residential swimming pools shall comply with Sections 3109.4.1 through 3109.5. Residential swimming pools shall be enclosed by a barrier consisting of metal chain link fence, wood, stone or masonry or other material approved by the building official. All swimming pool excavation sites are required to be enclosed by a temporary construction barrier during installation. A permanent barrier shall be installed upon completion of the pool structure.

COMMISSION ORDER NUMBER 149-2017

Effective date: 4-1-17

A COMMISSION ORDER ADOPTING AND GOVERNING THE FABRICATION, ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, LOCATION AND USE OF ONE AND TWO FAMILY DWELLINGS, THEIR APPURTENANCES AND ACCESSORY STRUCTURES IN THE JURISDICTION OF BOONE COUNTY, MISSOURI: AND PROVIDING FOR THE ISSUANCE OF PERMITS THEREFORE PROVIDING PENALTIES FOR THE VIOLATION THEREOF, AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH.

Be it ordained by the Boone County Commission of the jurisdiction of Boone County, Missouri as follows:

SECTION 1. ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS: ADDITIONS, INSERTIONS, DELETIONS AND CHANGES.

That a certain document, one (1) copy of which is on file in the office of Building Official of the Boone County Department of Resource Management and has been marked and designated as "International Residential Code For One and Two Family Dwellings – 2015", as published by the International Code Council, is hereby adopted as the Residential Building Code of Boone County, Missouri for the control of residential structures as provided herein; and each and all of the regulations, provisions, penalties, conditions and terms of "International Residential Code For One and Two Family Dwellings – 2015", are hereby referred to, adopted and made part hereof, including all listed appendices except Appendix U, as is more fully set out in this Ordinance, with the additions, insertions, deletions and changes as hereinafter prescribed.

The following sections of the International Residential Code for One- and Two-Family Dwellings - 2015 are hereby repealed, amended or modified as follows:

100.1 Wherever (name of jurisdiction) appears in this code, it shall read "County of Boone, Missouri".

100.1.1 Wherever "Department of Building Inspection" appears in this code, it shall read "Resource Management Department of Boone County, Missouri".

100.1.2 Wherever "Chief Appointing Authority of the jurisdiction" appears in this Code, it shall read "Boone County Commission of Boone County, Missouri".

**R101.1 Title:** These provisions shall be known as the "Residential Code for One- and Two-Family Dwellings of The County of Boone" and shall be cited as such and will be referred to herein as "this code."

R101.2 Scope: The provisions of the International Residential Code for One and Two Family Dwellings shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location and removal of detached one and two family dwellings and multiple single family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures.

Note: the provisions of this code do not apply to agricultural buildings or structures. Where the construction of agricultural buildings or structures requires a building permit, such structures shall be designed and built in accordance with the provisions of the International Building Code or other standards approved by the Building Official.

SECTION R103 DEPARTMENT OF BUILDING SAFETY. Delete.

SECTION R 103 RESOURCE MANAGEMENT DEPARTMENT

R103.1 Enforcement Agency. The Resource Management Department previously created by the Boone County Commission is the enforcement agency for this code. The Director of Resource Management shall be known as the building official. The building official is hereby authorized and directed to administer and enforce all provisions of this code.

R103.2 Appointment. The Director of Resource Management shall be appointed by the Boone County Commission.

R103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the Boone County Commission, the Director of Resource Management shall have the authority to appoint a deputy building official, any related technical officers, inspectors, plan examiners and other employees. Such employees shall have the powers as delegated by the building official.

R104.6 Right of Entry (add) Permit holders are required to provide means of access to all parts of structures subject to inspection, including the provision of ladders where required.

R104.10.1 Flood hazard areas. The building official shall not grant modifications to any provisions related to areas prone to flooding as established by Table R301.2 (1) without the granting of a variance to such provisions by the Zoning Board of Adjustment.

R105.2(1) One story detached accessory structures, provided the floor area does not exceed 160 square feet. Such buildings must comply with all setback requirements found in the zoning regulations. Such buildings used to house hazardous materials (paint, gasoline, etc.) must be placed at least 10 feet from any property line and have a door that can be secured by a lock.

R105.2 (2). Fences not over twelve (12) feet high.

R106.1 Submittal documents. Construction documents, special inspection and structural observation programs, and other data may be required to be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

SECTION 108.5 Delete in its entirety. Add: Refunds: In the case of a revocation of a permit or abandonment or discontinuance of a building project, the portion of the work actually completed shall be computed and any excess fee for the incomplete work shall be returned to the permit holder upon written request. The code official shall authorize the refunding of fees according to Boone County policies under the following additional circumstances:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. When no work has been done, the permit fee, less a processing fee of \$20.00 may be refunded to the original permittee.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the fee was paid.

R112.1: Add last sentence: "The Boone County Building Code Commission shall serve as the Board of Appeals."

R112.3 Qualifications: (Delete)

R113.4 Violation penalties: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the building official or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided by law. Each day that a violation continues shall be deemed a separate offense.

## R202 DEFINITIONS

### ACCESSORY STRUCTURE (Delete)

Add: ACCESSORY STRUCTURE. A structure not greater than three thousand (3,000) square feet and not more than three (3) stories or exceeding twenty-four (24) feet in height with separate means of egress, and shall not exceed the height of the main structure, the use of which is incidental to that of the main building and which is located on the same lot.

Attic, Habitable. Add: 4. The occupiable space is provided with an egress door in accordance with Section R311.2 or by a ramp in accordance with Section R311.8 or a stairway in accordance with Section R311.7.

Table R301.2(1) – The following values shall be inserted into Table R301.2(1):

Ground Snow Load – 20 lbs/sq. ft.

Wind Speed – 115

Topographic Effects - No

Seismic Design Category – B

Weathering – Yes; Severe;

Frost Line Depth – Yes; 30 inches

Termite – Moderate to Heavy

Decay - Slight to Moderate

Winter Design Temperature - + 4° Fahrenheit

Ice Barrier Underlayment Required – No

Flood Hazards – 6/2/1983 – date of original adoption of flood regulations

3/17/2011 – date of Flood Insurance Rate Map

Air Freezing Index – 0 to 1000

Mean Annual Temperature – 55° Fahrenheit

Table R301.5: Add note g.4. Must also include a vertical egress component.

R301.9 Sediment control: all sites are subject to providing on-site sediment control structures to minimize to the maximum extent practical the erosion of soil from the building site. Acceptable practices include, but are not limited to use of silt fences, straw bales and rock check dams. Failure to provide and maintain such sediment control devices could result in inspections being withheld, issuance of a stop work order or even revocation of the building permit.

R302.1 Exterior walls: Add exception #6: a detached accessory garage or shed located not less than five (5) feet from any side lot line.

R302.5.1 Delete "equipped with a self-closing device."

R302.6 Dwelling/garage separation: Replace one-half (1/2) inch gypsum board with five-eighth (5/8) inch gypsum board in referenced Table R302.6 Dwelling /garage fire separation. Add last sentence to paragraph of R302.6: The garage shall be completely separated from the residence and its attic area by means of five-eighth (5/8) inch gypsum board or equivalent applied to the garage side.

R303.4 Mechanical ventilation. The dwelling unit shall be provided with whole-house mechanical ventilation in accordance with Section M1507.3. Alternatively an insulated duct from the outside connected to the return air or HVAC unit ahead of the filter with balancing damper may be provided. The duct size shall be based on the conditioned area the HVAC unit serves. The duct size shall be based on the conditioned area the HVAC unit serves. The duct shall be 4" diameter for area 1,500 S.F. or less, 6" diameter for areas over 1,500 S. F and less than or equal to 2,400 S.F. and 8" diameter for areas over 2,400 S. F.

Figure 307.1 Water closet: All water closets shall be spaced at least fifteen (15) inches from the centerline of the fixture to any wall or plumbing fixture, except the centerline of the water closet may be spaced twelve (12) inches if located next to a bathtub.

R311.7.5.1 Risers: Change the first sentence to read: The maximum riser height shall be seven and seven-eighth (7 7/8") inches (200mm). The rest of the paragraph remains as stated.

R311.7.5.1 Risers: Add Exception: Closed risers are not required on exterior stairs where the height is less than 10' above grade.

R312.1.1 Where Required: Add: Grassed or landscaped areas a minimum of three feet wide behind a retaining wall shall not be deemed a walking surface. Delete, "at any point within 36" horizontally to the edge of the open side."

R312.2 Delete in its entirety.

R313.1 Townhouse automatic fire sprinkler systems. Delete in its entirety.

R313.2 One-and two-family dwelling automatic fire sprinkler systems. Delete in its entirety.

R313.3 Automatic Fire Sprinkler Systems: A builder of a single-family dwelling or residences or multi-unit dwellings of four or fewer units shall offer to any purchaser on or before the time of entering into the purchase contract the option at the purchaser's cost to install or equip an automatic fire sprinkler system in the dwelling, residence, or unit. Notwithstanding any other provision of law to the contrary, no purchaser of such a single-family dwelling, residence, or multi-unit dwelling shall be denied the right to choose or decline to install an automatic fire sprinkler system in such dwelling or residence being purchased by any code, ordinance, rule, regulation, order or resolution by any county or other political subdivision. Any county or other political subdivision shall provide in any such code, ordinance, rule regulation, order or resolution the mandatory option for purchasers to have the right to choose and the requirement that the builders offer to purchasers the option to purchase an automatic fire sprinkler system in connection with the purchase of any single-family dwelling, residence, or multi-unit dwelling of four or fewer units.

R314.4 Add to exception, "In alterations smoke alarms shall not be required to be interconnected if the dwelling is no more than 2 stories."

R314.6 Add exception #3, "Smoke alarms in alterations shall be permitted to be battery operated if the dwelling is no more than 2 stories."

R322 Flood Resistant Construction. Delete in its entirety. All construction must comply with the Boone County Zoning Regulations – Section 22 Floodplain Management.

R401.1 Application: Add exception: 3. Foundation repairs for one- and two-family dwellings shall not require geotechnical evaluation or structural calculations.



Table R401.4.1 PRESUMPTIVE LOAD-BEARING VALUES OF FOUNDATION MATERIALS: Load-Bearing pressure (pounds per square foot) column, change value for clay, sandy clay, silty clay, clayey silt, silt and sandy silt (CL, ML, MH and CH) from 1,500 to 2,000 leaving footnote b.

Figure R403.1(1) Concrete and Masonry foundation detail: A slab on ground with turned down footings shall have the following: a #4 reinforcement bar spaced a minimum of forty-eight (48) inches on centers to provide connection of footing to slab. The vertical rods shall extend to within four (4) inches of the bottom of the footing and be turned to provide a horizontal leg that extends a minimum of twelve (12) inches into the slab.

R403.1.6 Add to the end of the section just before the exceptions: The Connection of the foundation walls to floors shall be per the alternatives labeled 1.1, 1.2, 1.3, 1.4, 2.1, 2.1, 3.1, 3.2, or 4.

R403.3 Frost-protected shallow foundations: Delete in its entirety.

R404.1 Concrete and masonry foundation walls: Add additional paragraph: Drawings showing options labeled as drawing 1.1, 1.2, 1.3, 1.4, 2.1, 2.2, 3.1 and 3.2 are intended to be alternative methods to comply with lateral support of foundation walls and subsections for connection of foundation to floor; and option labeled as drawing 4 is intended to be in compliance with subsections for reinforcement in walls and connection of foundation walls to floor.

NOTE: Drawings as stated above are on file in the office of the building official.

R404.4 Retaining Walls: Add to the end of the section: As an alternative, retaining walls may be built per alternative number 4 listed in the amendment of Section R403.1.6 with a 6 foot dead man placed for lateral support at each end of the unsupported wall and at the spacing shown. The retaining wall must be drained per figure 405.1 or equivalent.

R405.1 Concrete or masonry foundations. Drains shall be provided around all concrete or masonry foundations that retain earth and enclose habitable or usable spaces located below grade. Drainage tiles, gravel or crushed stone drains, shall be installed at or below the area to be protected and shall discharge by gravity or mechanical means into an approved drainage system. Gravel or crushed stone drains shall extend at least one (1) foot (305 mm) beyond the outside edge of the footing and six (6) inches (152 mm) above the top of the footing and be covered with an approved filter membrane material and shall include a drain tile pipe as shown in figure R405.1. The drain pipe can be placed directly on top of the footing. The top of open joints of the drainage tiles or perforated pipe shall be protected with strips of building paper, and the drainage tiles or perforated pipe shall be placed directly on the top of the footing or placed on a minimum of two (2) inches (51mm) of washed gravel or crushed rock at least one size larger than the tile joint opening or perforation and covered with not less than six (6) inches (152 mm) of the same material. Foundation Drainage figure R405.1 as adopted, shall be considered to satisfy the provisions of this subsection.

NOTE: Foundation Figure R405.1 as stated above is on file in the office of the building official.

R502.11.4 Truss design drawings. Truss design drawings, prepared in compliance with Section R502.11.1 shall be available on-site at the time of inspection and shall be provided to the building official at that time. Truss design drawings shall be provided with the shipment of trusses delivered to the job site. Truss design drawings shall include, at a minimum, the information specified below: (remainder of section unchanged).

**R602.3.1 Exception 2 Amend as follows:**

Where snow loads are less than or equal to 25 pounds per square foot, and the ultimate design wind speed is less than or equal to 130 mph, 2-inch by 6-inch studs supporting a roof load with not more than 6 feet of tributary length shall have a maximum height of 18 feet where spaced at 16 inches on center, or 20 feet where spaced at 12 inches on center. Studs shall be a minimum No. 2 grade lumber. Alternatively 2-inch by 6-inch No. 2 grade studs supporting a roof and floor load with not more than 10 foot of tributary length shall have a maximum stud height of 14 feet.

R802.3.1 Ceiling joist and rafter connections. Add last sentence to second paragraph: Rafter ties shall be spaced not more than four (4) feet (1219mm) on center.

Add R802.11.1.3 Where energy bands are used and the sheathing does not extend to the nailer above the energy band an uplift connection strap shall be placed every 4 feet.

Chapter 11 Energy Efficiency: All sections will be followed as per Chapter 11 Energy Efficiency of the International Residential Code . As an allternative compliance can be achieved as shown in Figure 11.1 which is on file with the Building Official.

The building thermal envelope shall meet the requirements listed below:

REPLACE Table N1102.1.2 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT with:

**BUILDING AREA AND REQUIRED INSULATION VALUE**

1. Ceiling or roof – R-49; R-38 may be used in conjunction with an energy band.
2. Exterior wall – R-20 for the wall assembly; a 2" X 4" wall with R-15.5 insulation may be used when a 95% energy efficient furnace is installed.
3. Floor above unheated area or crawl space and ducts in ventilated attic or crawl space – R-19.
4. Walls separating one and two-family dwellings from garage areas, walls facing ventilated attic spaces and finished exterior basement walls- R-20; a 2" X 4" wall with R-15.5 insulation may be used when a 95% energy efficient furnace is installed.
5. All windows shall have a maximum Thermal Transmittance (U) value of 0.35.

6. Skylights shall have a maximum U-0.60.
7. M Wall - R-5, or R-10 when more than half the insulation is on the interior.
8. Concrete foundation walls or crawl space walls – R-10 if continuous insulation, or R-13 if framing cavity insulation.
9. All slab-on-grade with embedded heating systems must have a minimum of R-5 insulation installed beneath the slab (see Section M2103.2). Insulation shall have a sufficient compressive strength to bear the weight of the structure and be of a type approved for underground installation. Insulation shall be required under the full heated area of the slab, except where the slab bears on footings, and within twelve (12) inches of any opening in the slab to the interior space.

N1102.2.10 Slab-on-grade floors. Delete.

N1103.1.1 Programmable thermostat: change last sentence: The thermostat should initially be programmed with a heating temperature set point no higher than 70°F (21°C) and a cooling temperature set point no lower than 78°F (26°C).

N1103.3.2 Sealing. Change to: Ducts, air handlers, filter boxes and building cavities used as ducts shall be sealed. Joints and seams shall comply with Section M1601.4. Exception: Duct tightness is not required if the air handler and all ducts are located within conditioned space.

M1501.1 Outdoor discharge: list first exception as number 1 and add exception number 2: Bathroom fan air may be exhausted into a soffit vent if composed of approved materials as determined by the building official.

M1502.4.2 Delete portion of last sentence from "that protrude more than 1/8 inch (3.2 mm) into the inside of the duct."

M1507.2 Recirculation of air: Add exception: Bathroom fan air may be exhausted into a soffit vent if composed of approved materials as determined by the building official.

G2414.5.2 Copper tubing: Copper tubing shall comply with standard Type K or L of ASTM B 88 or ASTM B 280.

Copper and brass tubing shall not be used if the gas contains more than an average of 0.3 grains of hydrogen sulfide per 100 standard cubic feet of gas (0.7 milligrams per 100 liters). Natural gas supplied by Ameren UE in Boone County exceeds this level therefore copper or brass shall not be used with natural gas.

G2415.14 Add to last sentence: Any underground gas piping allowed by this section shall only be approved for gas that is less dense than the atmospheric pressure and shall be installed in accordance with G2415.12.1.

G2415.14.2 Delete in its entirety.

G2417.4.1 Test pressure: the test pressure to be used shall be not less than one and one-half (1.5) times the proposed maximum working pressure, but not less than thirty (30) psig, irrespective of design pressure. (Rest of section remains as stated.)

G2419.4 Sediment trap. Change "any length" to "3 1/2" minimum length"

Add: P2602.1.1 Public water supply. A public water supply is considered available when any portion of a lot is within 300 feet of a public water main to which connection is practical and is permitted by the governmental agency or utility responsible for the water main.

Add: P2602.1.2 Public sewer system. A public sewer system is considered to be available when any portion of a lot is within 225 feet of a sanitary sewer system to which connection is practical and is permitted by the governmental agency or utility responsible for the sanitary sewer.

P2603.5 Freezing: a water, soil or waste pipe shall not be installed outside of a building, or concealed in outside walls, or in any place subjected to freezing temperature, unless adequate provision is made to protect such pipe from freezing by insulation, heat or both. Water pipes shall not be installed in an exterior wall cavity in one and two family dwellings. For purposes of this section exterior wall cavities shall mean all walls that rain can fall upon. Water service piping shall be installed below recorded frost penetration but not less than thirty (30) inches below grade.

P2603.5.1 Sewer depth: Building sewers, including the portion of the building drain beyond the exterior wall that connect to private sewage disposal systems shall be a minimum of thirty (30) inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of thirty (30) inches below grade. Add: the building official may approve a lesser depth of the building drain portion if there are extraordinary circumstances (eg. bedrock).

P2604.3 Backfilling: Add to the end of the second sentence as follows; "Backfill shall be free from rocks, broken concrete and frozen chunks until the pipe is covered by not less than 12 inches of tamped earth or granular material."

P2705.1 #5 Water closets, lavatories and bidets: Amend first sentence to read: all water closets shall be spaced fifteen (15) inches from the centerline of the fixture to any wall or plumbing fixture except the centerline of the water closet may be spaced twelve (12) inches if located next to the bathtub. Rest of the paragraph remains as stated.

P2903.5 Water hammer: Add exception: a water-hammer arrestor is not needed in water distribution systems using PEX piping or systems using a combination of PEX and copper.

P2906.9.1.3 Amend first sentence as follows; Joint surfaces shall be clean and free of moisture, and purple primer shall be applied.

P2906.9.1.4 PVC plastic pipe. A primer that conforms to ASTM F 656 shall be applied to PVC solvent-cemented joints. Purple primer shall be used below grade. Solvent cement for PVC plastic pipe conforming to ASTM D 2564 shall be applied to all joint surfaces. If purple primer is used, Section P2503 Inspections and Tests shall not be required

P3003.9.2 Solvent Cementing. Delete exceptions. Add: If upon inspection the above ground joints do not have purple primer a water test shall be performed and inspected.

P3008.1 Sewage Backflow. Delete last sentence.

P3103.1 Replace first sentence. Open vent pipes that extend through a roof shall terminate not less than 12 inches above the roof.

P3111.1 Type of fixtures: Add exception: Residential food waste grinders shall be allowed to discharge into a combination waste and vent system provided an air admittance valve is installed.

P3113.1 Size of vents: Add sentence to paragraph: At least one (1) vent shall be three (3) inch unreduced in size extending from the main building drain through the roof.

Except as stated in sections E3608.1.1 Exception, E3609.6.1 and E3609.7 of this ordinance, Chapters 34 through 43 of the International Residential Code are superseded by the requirements as stated in the 2014 National Electrical Code (NFP 70-2014).

E3608.1. Exception: When a concrete-encased electrode and/or ground ring are not available for use in a grounding electrode system, a rod or other electrode as specified in E3608.1.4 Rod and pipe electrodes and 3608.1.5 Plate electrodes can be used as a substitute. The second rod electrode shall not be connected in series with the first rod electrode except where there exists a metal water pipe in contact with earth for ten (10) feet or more, for one- and two – family dwellings a single grounding electrode placed at the outside of the building at the nearest point of the service disconnect shall be permitted to fill the requirements of this section.

E3609.6.1 Water heater Bonding jumper: The interior metal water piping bonding shall include a bonding jumper between the hot and cold waterlines at the water heater fixture if the entire system is copper excluding the service.

E3902.17 Arc-fault circuit interrupter protection for branch circuit extensions or modifications. Delete.

Appendix G Swimming Pools, Spas and Hot Tubs per IRC 2012 and Boone County Commission Order 140-2014 are adopted with the following additions:

## SWIMMING POOLS, SPAS AND HOT TUBS

Outdoor swimming pool: An outdoor swimming pool, including an in-ground, above-ground pool, hot tub or spa shall be surrounded by a barrier which shall comply with the following:

1. The top of the barrier shall be at least seventy-two (72) inches (1836 mm) above finished ground level measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance between finished ground level and the barrier shall be two (2) inches (51 mm) measured on the side of the barrier which faces away from the swimming pool. Where the top of the pool structure is above grade, such as an above ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be four (4) inches (102mm).

Exception: The top of the barrier shall be at least forty-eight (48) inches (1219mm) above ground level measured on the side of the barrier which faces away from the swimming pool provided the swimming pool is equipped with a rigid safety cover complying with ASTM F 1346.

AG105.2.11 All swimming pool excavation sites are required to be enclosed by a temporary construction barrier during installation. Any temporary construction barrier shall comply with the design standards of AG105.2. A permanent barrier shall be installed upon completion of the pool structure.

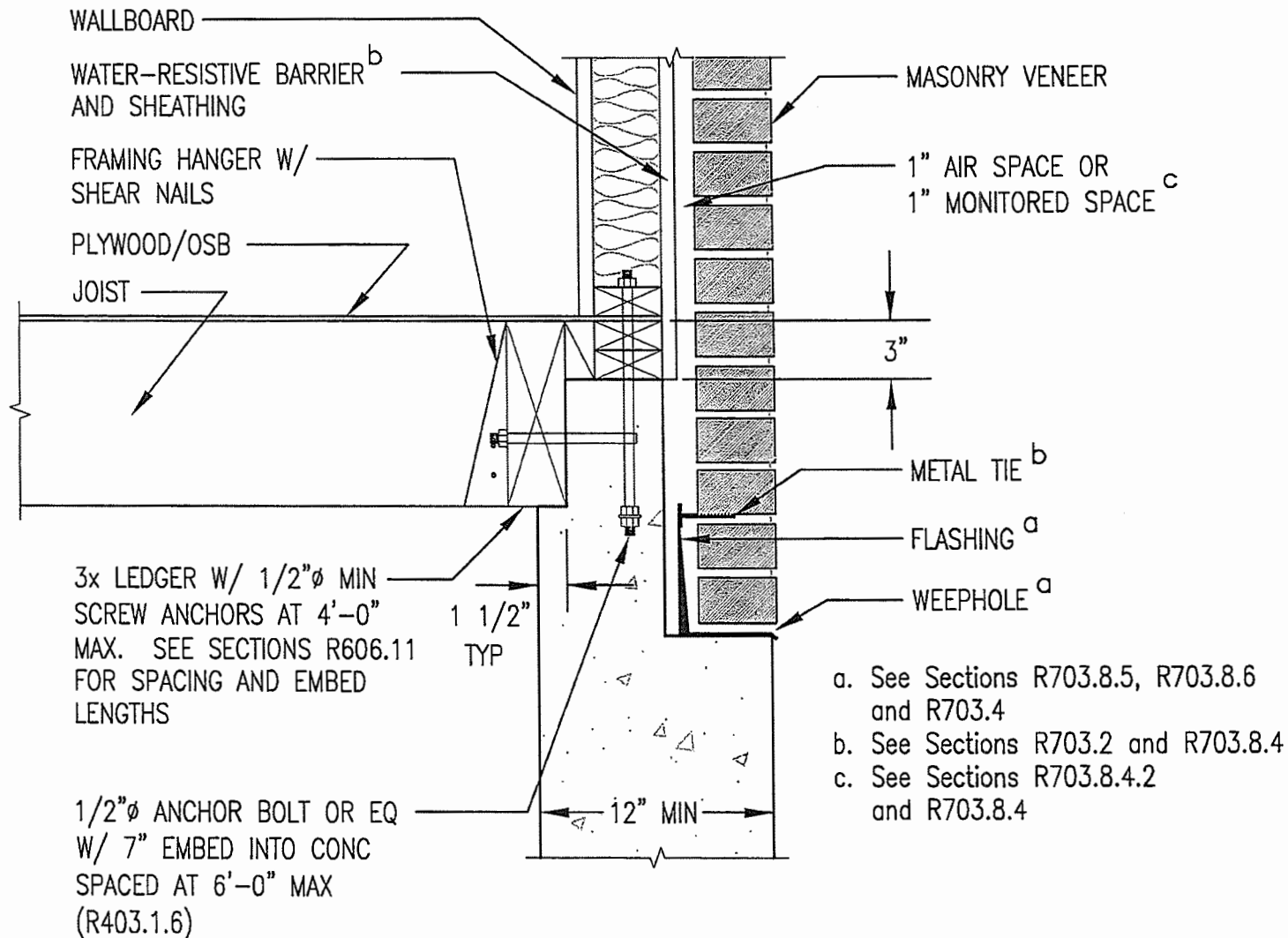
# ALTERNATIVE 1.1

## Joist Perpendicular to Wall W/ Brick

2015 IRC

Section R403.1.6 Foundation Anchorage  
 Section R404 Foundations and Retaining Walls  
 Section R404.1 Concrete and Masonry Foundation Walls

\*This figure is provided as an example. This is not an all inclusive list of code requirements.



# ALTERNATIVE 1.2

## Joist Parallel to Wall W/ Brick

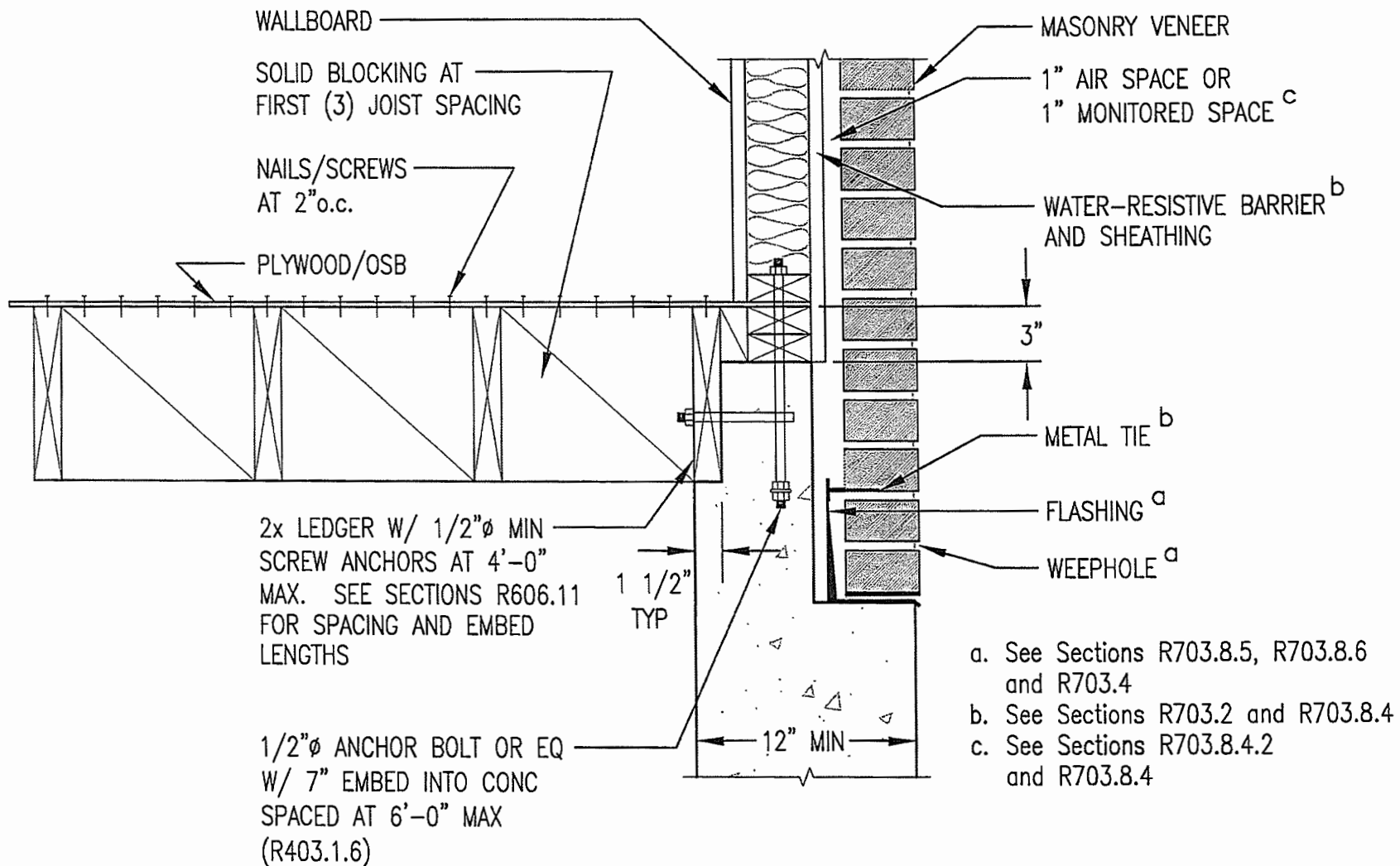
2015 IRC

Section R403.1.6 Foundation Anchorage

Section R404 Foundations and Retaining Walls

Section R404.1 Concrete and Masonry Foundation Walls

\*This figure is provided as an example. This is not an all inclusive list of code requirements.





# ALTERNATIVE 1.3

## Joist Perpendicular to Wall W/O Brick

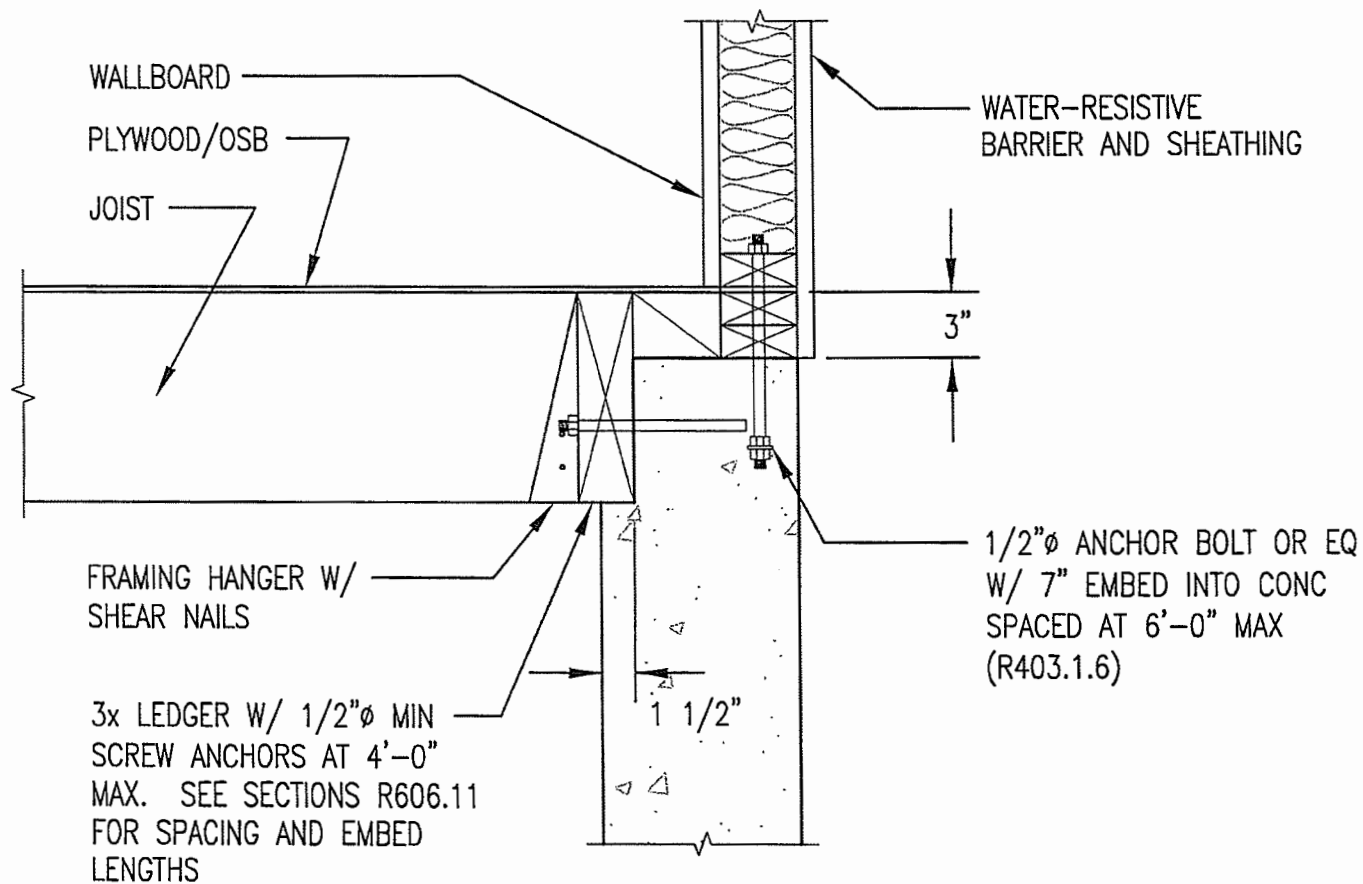
2015 IRC

Section R403.1.6 Foundation Anchorage

Section R404 Foundations and Retaining Walls

Section R404.1 Concrete and Masonry Foundation Walls

\* This figure is provided as an example. This is not an all inclusive list of code requirements.



# ALTERNATIVE 1.4

## Joist Parallel to Wall W/O Brick

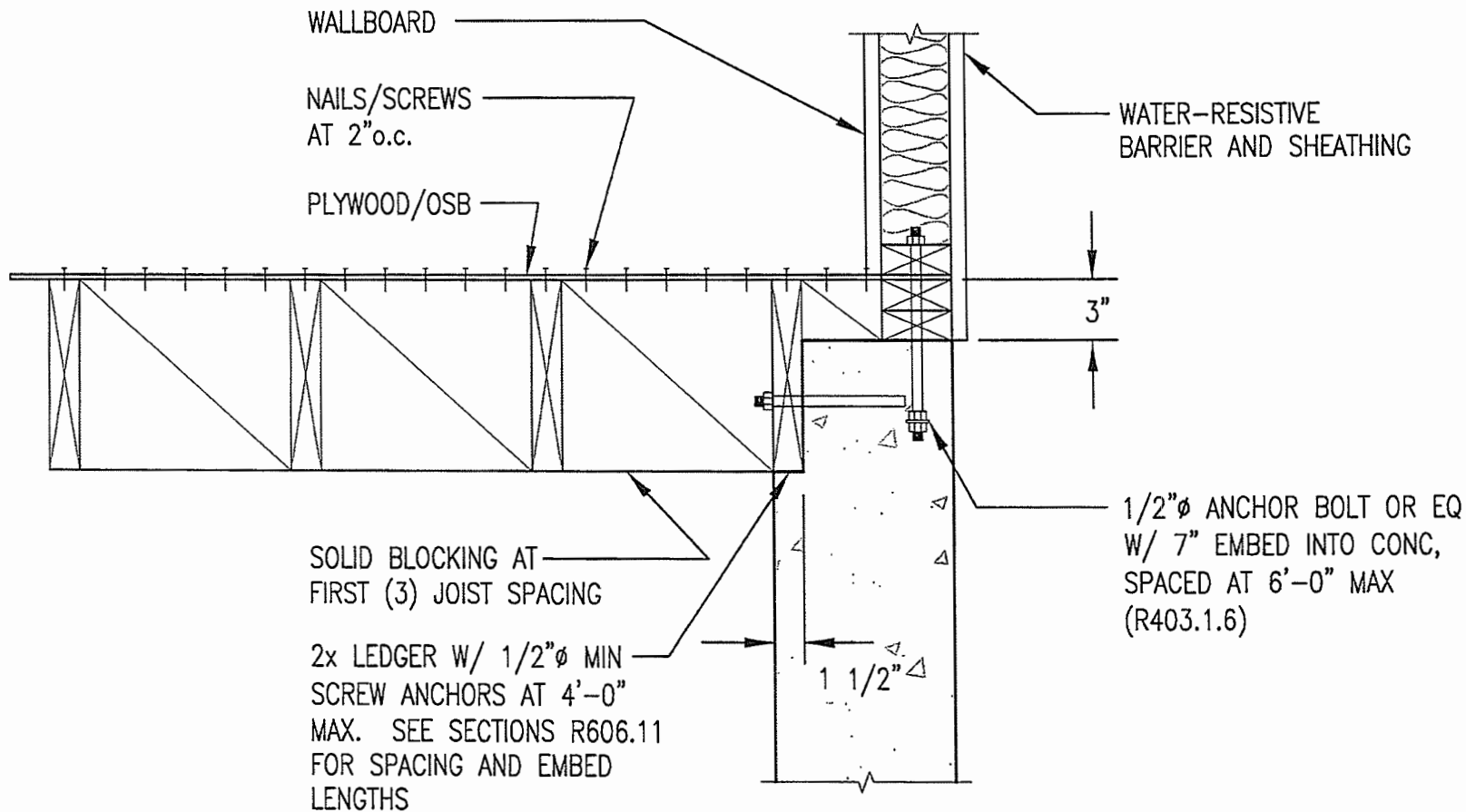
2015 IRC

Section R403.1.6 Foundation Anchorage

Section R404 Foundations and Retaining Walls

Section R404.1 Concrete and Masonry Foundation Walls

\* This figure is provided as an example. This is not an all inclusive list of code requirements.



# ALTERNATIVE 2.1

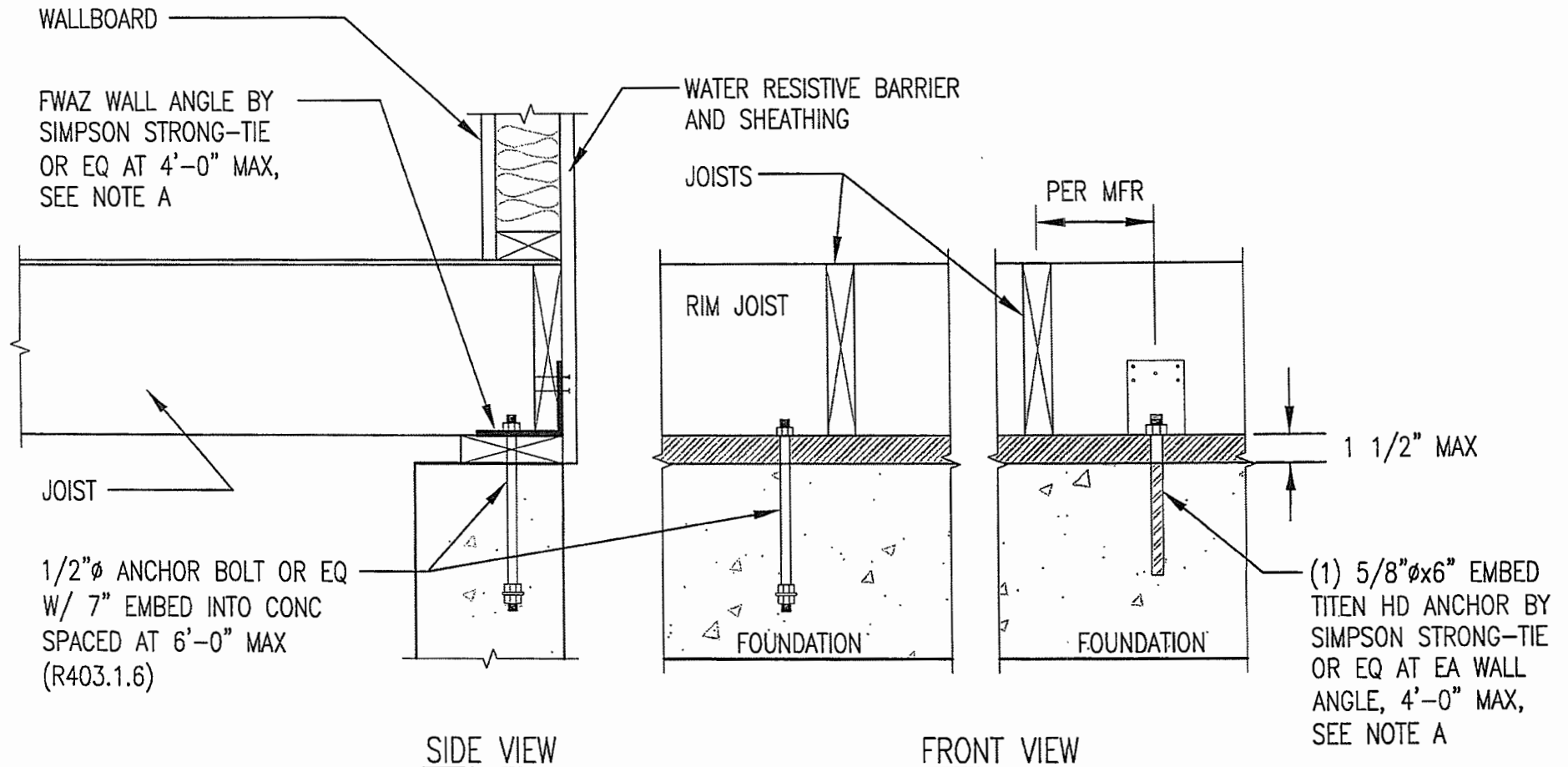
## Joist Perpendicular to Wall

2015 IRC

Section R403.1.6 Foundation Anchorage  
 Section R404 Foundations and Retaining Walls  
 Section R404.1 Concrete and Masonry Foundation Walls

\* This figure is provided as an example. This is not an all inclusive list of code requirements.

NOTE A: Refer to the manufacturers tables for required spacing and placement of FWAZ wall angles



# ALTERNATIVE 2.2

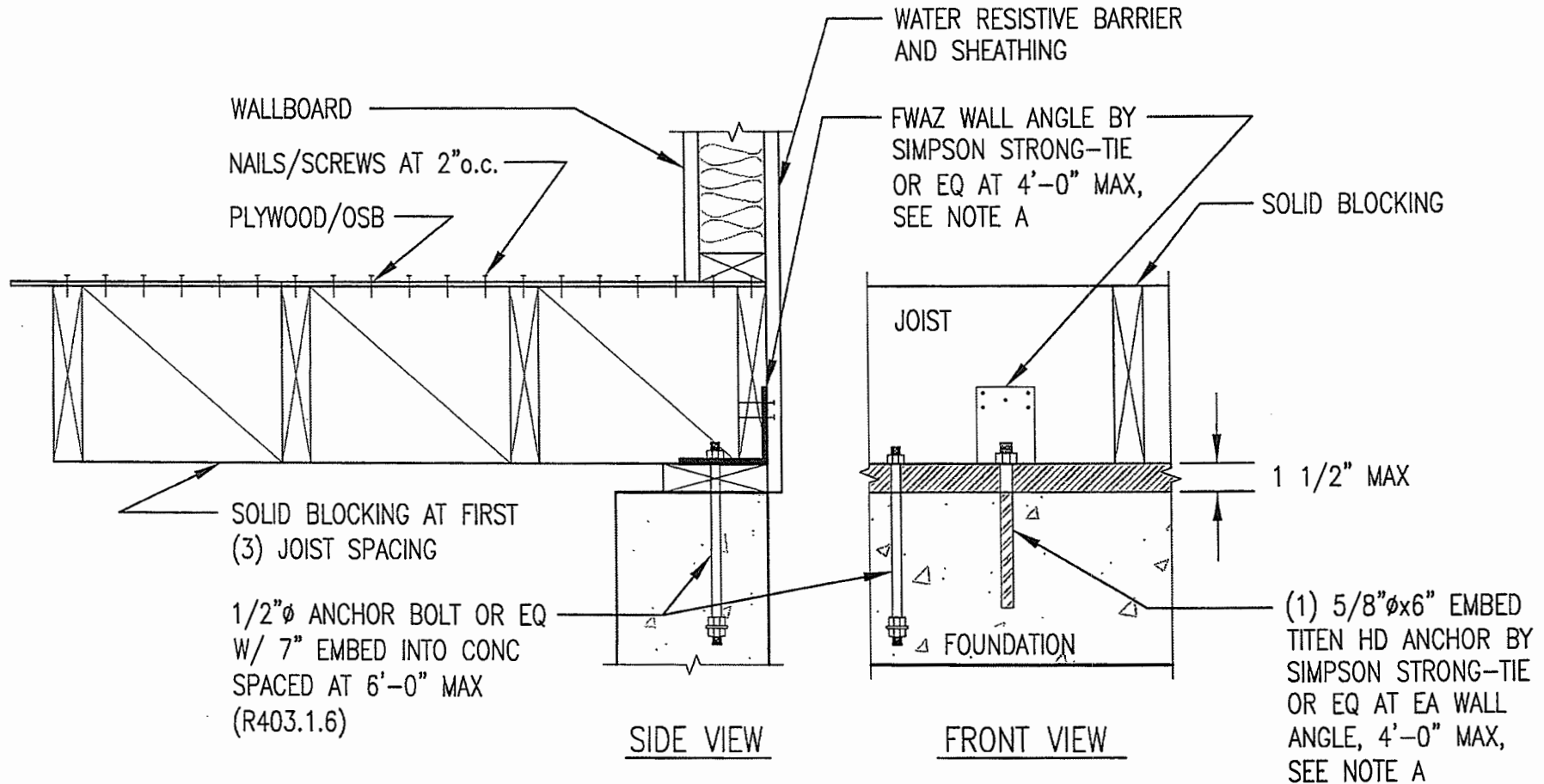
## Joist Parallel to Wall

2015 IRC

Section R403.1.6 Foundation Anchorage  
 Section R404 Foundations and Retaining Walls  
 Section R404.1 Concrete and Masonry Foundation Walls

\* This figure is provided as an example. This is not an all inclusive list of code requirements.

NOTE A: Refer to the manufacturers tables for required spacing and placement of FWAZ wall angles



# ALTERNATIVE 3.1

## Joist Perpendicular to Wall W/O Brick

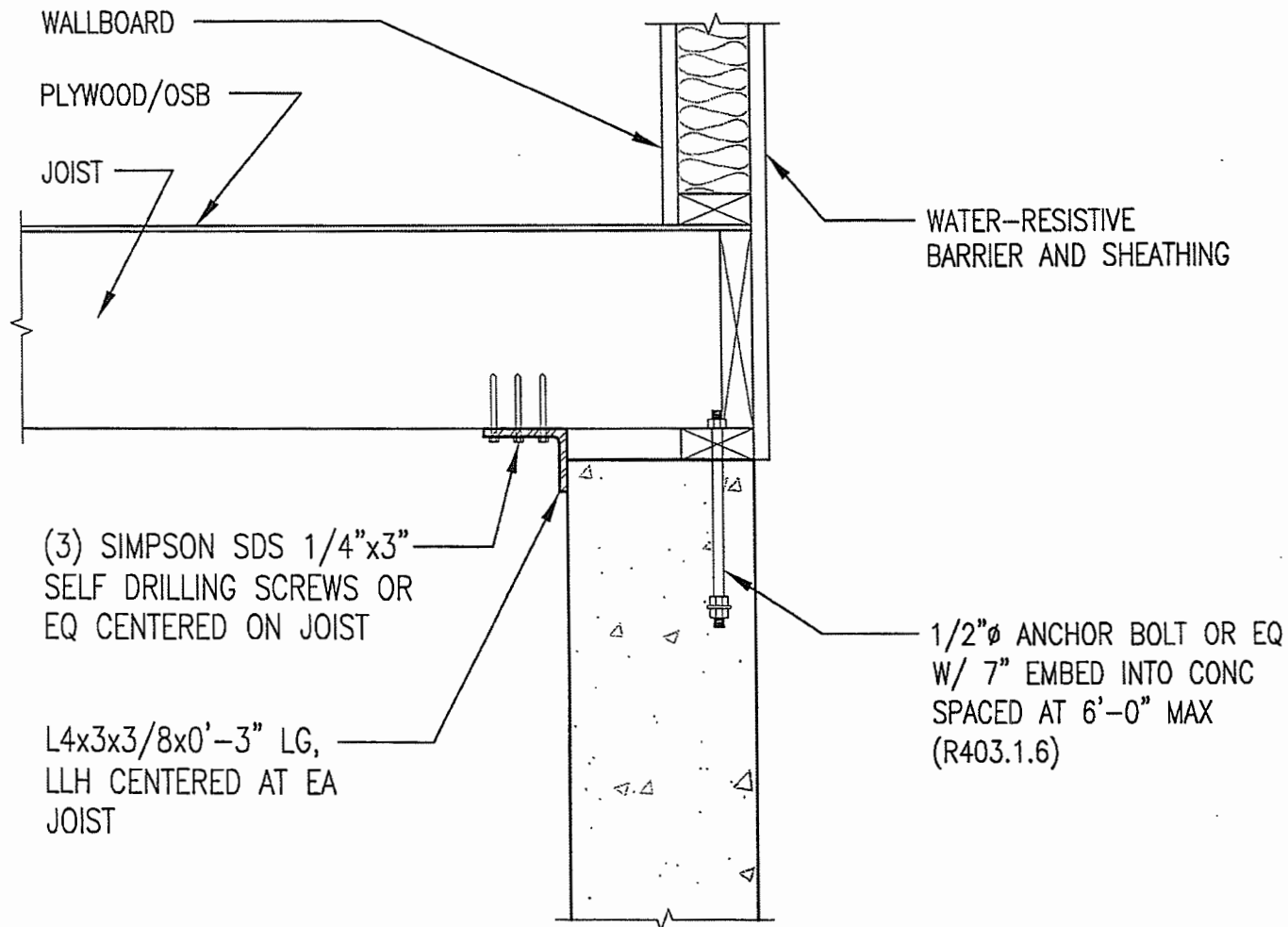
2015 IRC

Section R403.1.6 Foundation Anchorage

Section R404 Foundations and Retaining Walls

Section R404.1 Concrete and Masonry Foundation Walls

\* This figure is provided as an example. This is not an all inclusive list of code requirements.



# ALTERNATIVE 3.2

## Joist Parallel to Wall W/O Brick

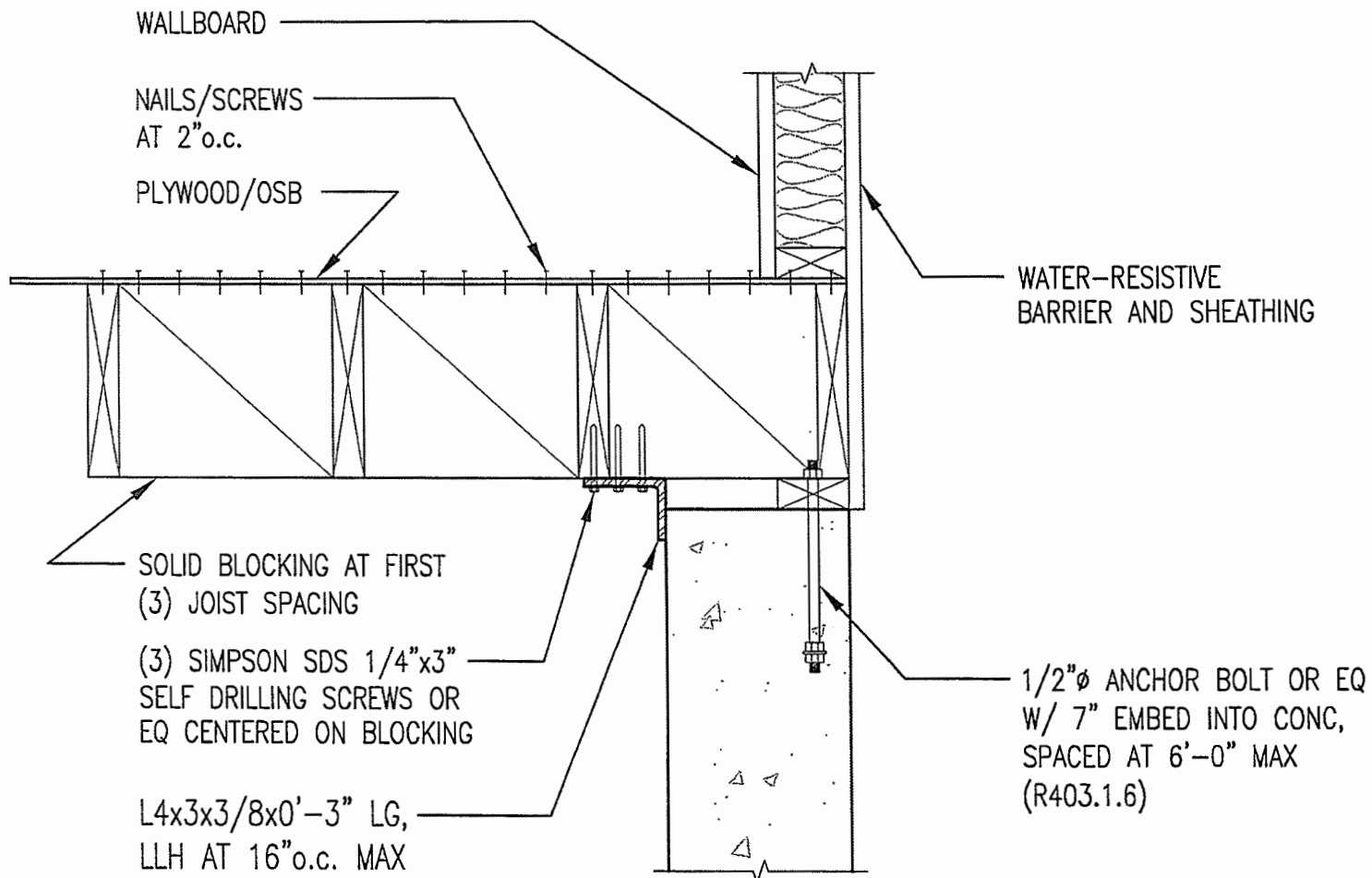
2015 IRC

Section R403.1.6 Foundation Anchorage

Section R404 Foundations and Retaining Walls

Section R404.1 Concrete and Masonry Foundation Walls

\* This figure is provided as an example. This is not an all inclusive list of code requirements.



# ALTERNATIVE 4

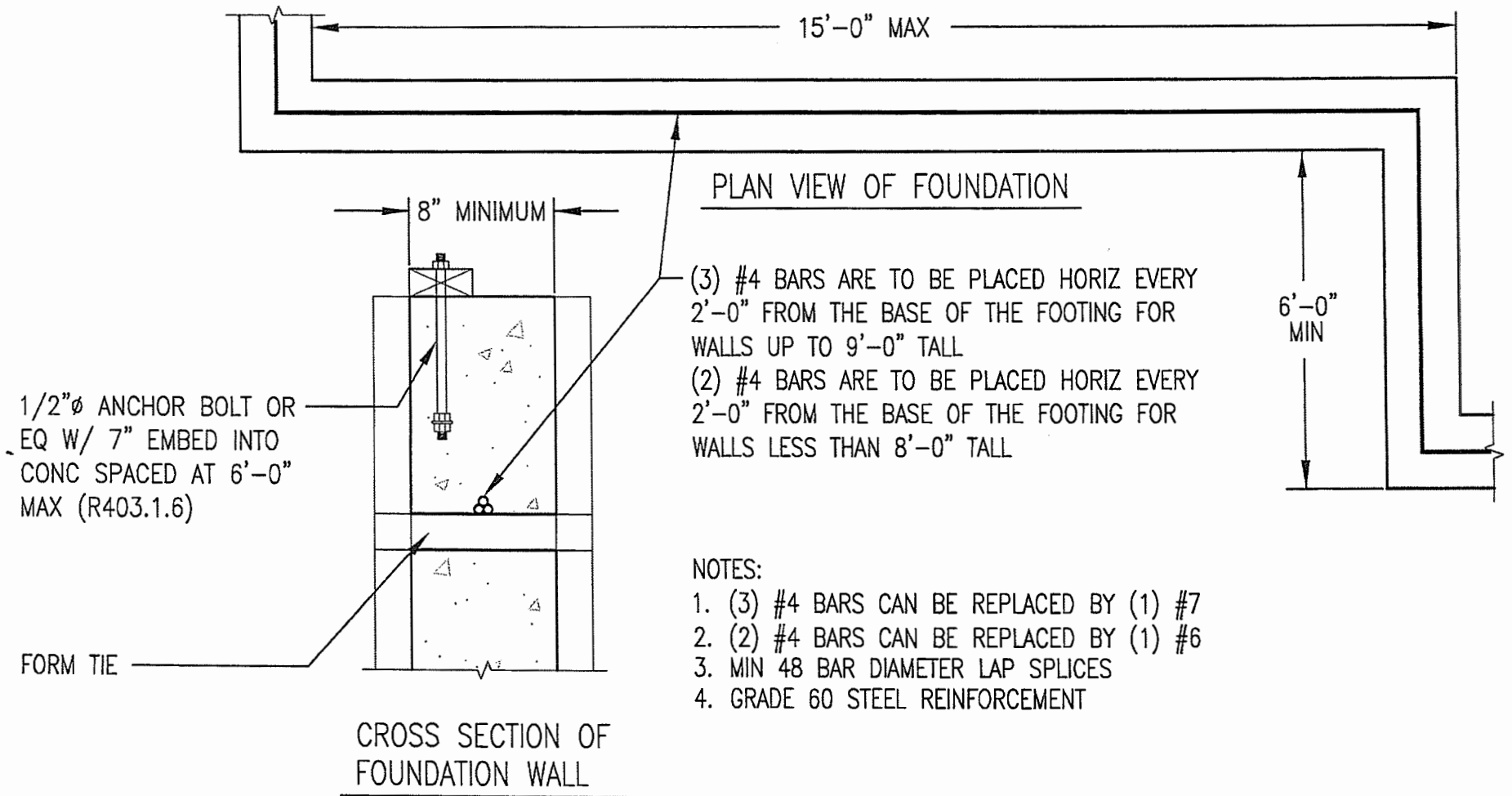
2015 IRC

Section R403.1.6 Foundation Anchorage

Section R404 Foundations and Retaining Walls

Section R404.1 Concrete and Masonry Foundation Walls

\* This figure is provided as an example. This is not an all inclusive list of code requirements.



# FOUNDATION DRAINAGE

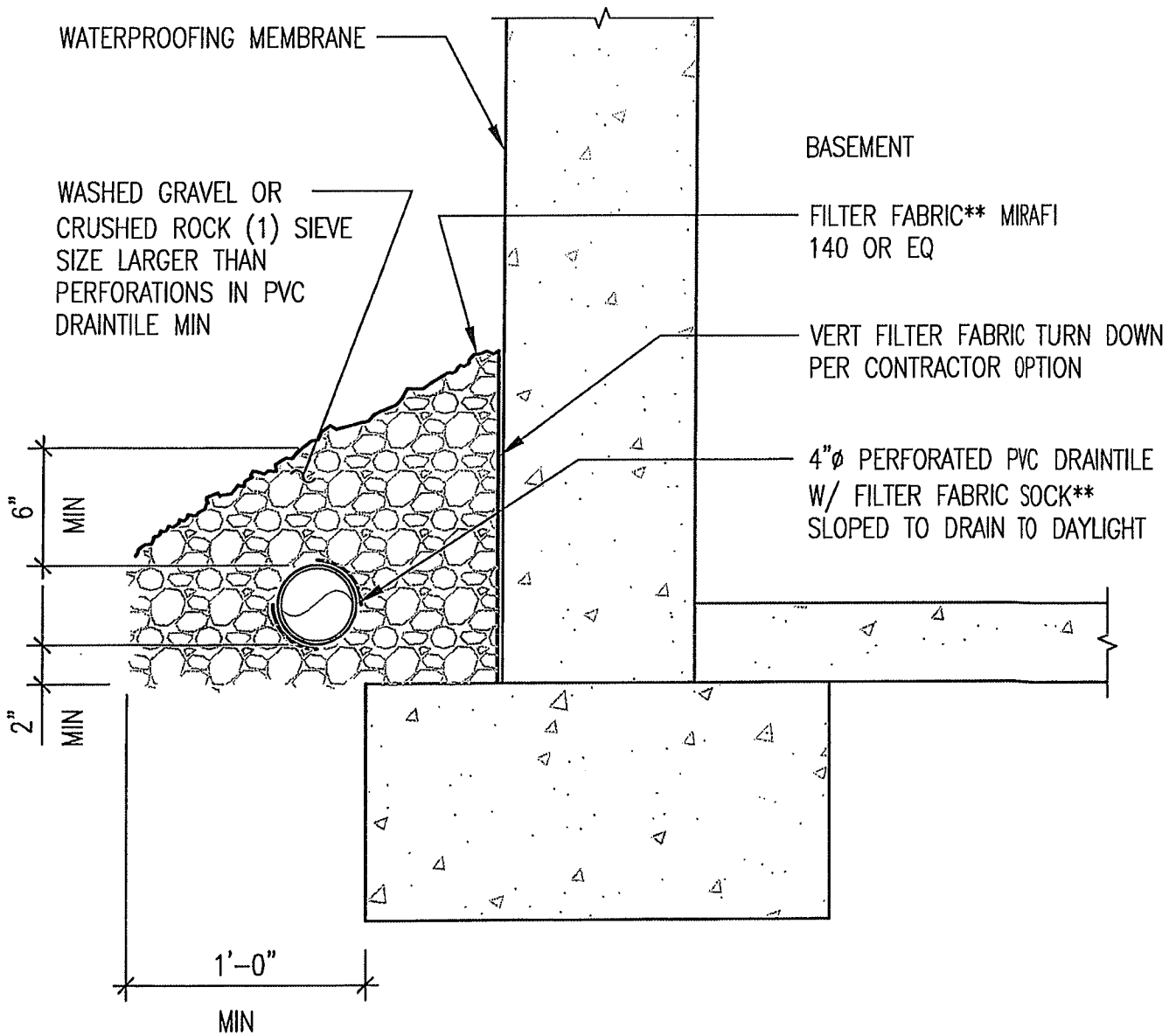
## FIGURE R405.1

2015 IRC

Section R405 Foundation Drainage

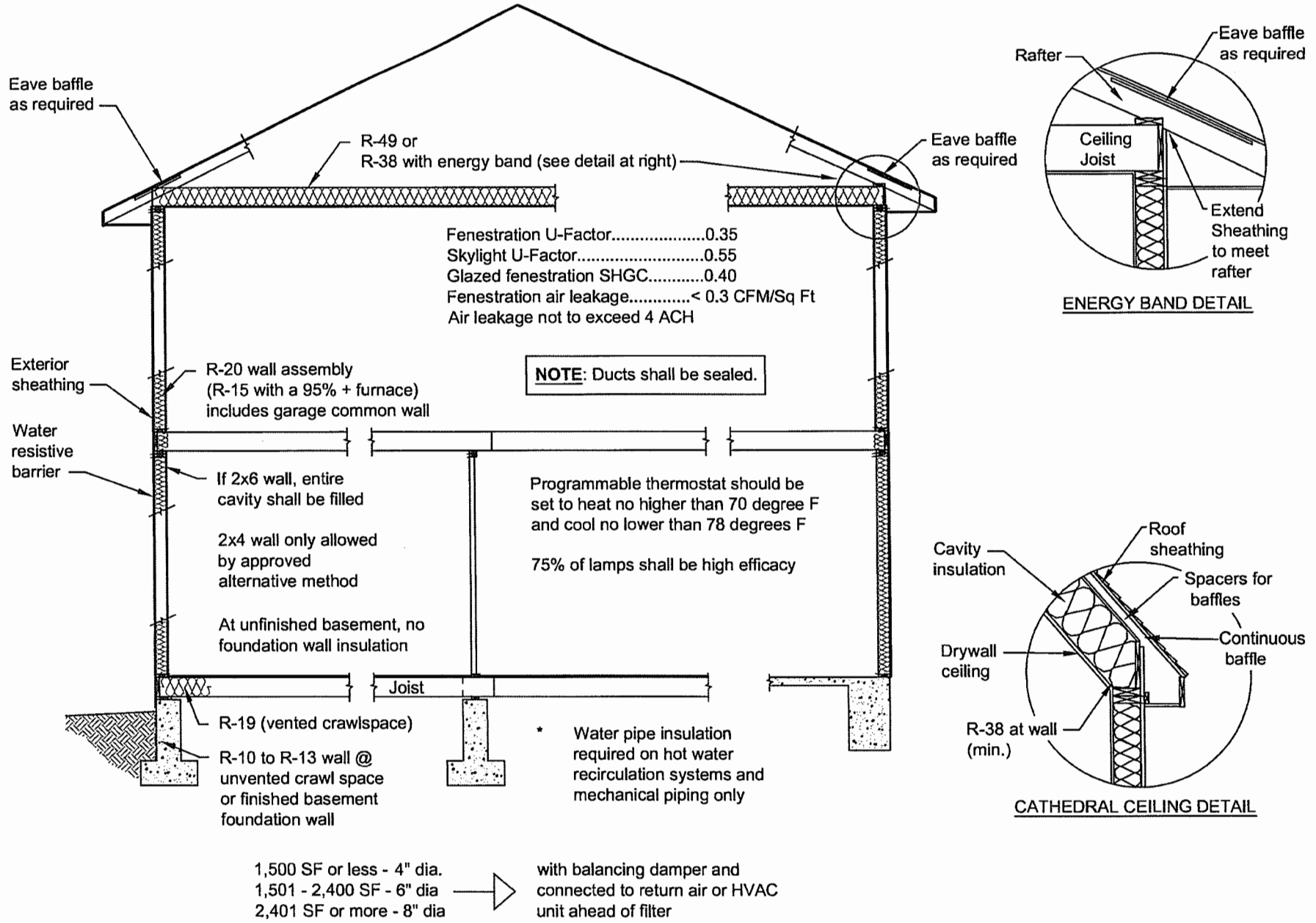
Section R406 Foundation Waterproofing and Dampproofing

- \* This figure is provided as an example. This is not an all inclusive list of code requirements.
- \*\* Either a filter fabric sock around draitile or filter fabric on the gravel shall be required, not both unless desired by the contractor.





**Figure 11.1 - BOONE COUNTY 2015 RESIDENTIAL ENERGY CODE REQUIREMENTS DIAGRAM**



COMMISSION ORDER NUMBER 149-2017

A COMMISSION ORDER ESTABLISHING THE MINIMUM REGULATIONS GOVERNING THE DESIGN, INSTALLATION AND CONSTRUCTION OF PLUMBING SYSTEMS, BY PROVIDING REASONABLE SAFEGUARDS FOR SANITATION TO PROTECT THE PUBLIC HEALTH AGAINST THE HAZARDS OF INADEQUATE, DEFECTIVE OR UNSANITARY PLUMBING INSTALLATIONS; KNOWN AS THE PLUMBING CODE OF BOONE COUNTY, MISSOURI.

BE IT ORDAINED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. ADOPTION OF THE PLUMBING CODE:

That a certain document, one (1) copy of which are on file in the office of Building Official of the Boone County Department of Resource Management being marked and designated as the "International Plumbing Code/2015", as published by the International Code Council, Inc., be and is hereby adopted as the Plumbing Code of Boone County, Missouri for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of "International Plumbing Code/2015", are hereby referred to, adopted and made part hereof, as is more fully set out in this Ordinance, with the additions, insertions, deletions and changes as hereinafter prescribed.

SECTION 2. JURISDICTIONAL TITLE.

100.1 Wherever (name of jurisdiction) appears in this code, it shall read "County of Boone, Missouri".

100.1.1 Wherever "Department of Plumbing Inspection" appears in this code, it shall read "Department of Resource Management of Boone County, Missouri".

100.1.2 Wherever "Chief Appointing Authority of the Jurisdiction" appears in this Code, it shall read "Boone County Commission of Boone County, Missouri".

SECTION 3. AMENDMENTS TO THE INTERNATIONAL PLUMBING CODE/2015:

The International Plumbing Code/2015, is amended by additions, deletions and changes, including the changing of Articles, Sections, Sub-sections and Subsection titles, and the addition of new Sections and new Sub-sections reads as follows:

SECTION 103 DEPARTMENT OF PLUMBING INSPECTION. Delete.

Add:

SECTION 103 RESOURCE MANAGEMENT DEPARTMENT

103.1 Enforcement Agency. The Resource Management Department previously created by the Boone County Commission is the enforcement agency for this code. The Director of Resource Management

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shall be known as the building official. The building official is hereby authorized and directed to administer and enforce all provisions of this code.

103.2 Appointment. The Director of Resource Management shall be appointed by the Boone County Commission.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the Boone County Commission, the Director of Resource Management shall have the authority to appoint a deputy building official, any related technical officers, inspectors, plan examiners and other employees. Such employees shall have the powers as delegated by the building official.

106.6.3 Fee Refunds: The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. When no work has been done, the permit fee, less a processing fee of \$20.00 may be refunded to the original permittee.

The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

108.4 Delete in its entirety.

Add:

108.4 Violation penalties: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall install plumbing work in violation of an approved plan or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided by law. Each day that a violation continues shall be deemed a separate offense.

108.5 Stop work orders: Delete last sentence. Insert: Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be guilty of a misdemeanor, punishable as provided by law.

109.2 Delete in its entirety.

Add:

109.2 Membership of the board: The board of appeals as established in Section 113 of the International Building Code / 2015 shall serve as the board of appeals for the International Plumbing Code.

109.2.1 Delete in its entirety.

109.2.2 Delete in its entirety.

109.2.3 Delete in its entirety.

109.2.4 Delete in its entirety.

109.2.5 Delete in its entirety.

109.2.6 Delete in its entirety.

109.3 Delete in its entirety.

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109.4 Delete in its entirety.

109.4.1 Delete in its entirety.

109.5 Delete in its entirety.

109.6 Delete in its entirety.

109.6.1 Delete in its entirety.

109.6.2 Delete in its entirety.

109.7 Delete in its entirety.

Add:

305.4.1 Sewer Depth: Building sewers that connect to private sewage disposal systems shall be a minimum of eighteen (18) inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of eighteen (18) inches below grade.

405.3.1 Water closets, urinals, lavatories and bidets: All water closets shall be spaced at least fifteen (15) inches from the centerline of the fixture to and wall or plumbing fixture except the centerline of the water closet may be spaced twelve (12) inches) if located next to the bathtub.

410.1 Add exception: In business, mercantile and storage occupancies where drinking fountains are required, the following exceptions are permitted to substitute for one hundred percent (100%) of the required drinking fountains if the required number is not greater than one (1):

1. A water cooler or bottled water dispenser;
2. Individual bottles of water;
3. A break room sink, bar sink or kitchen sink provided all sinks have an approved standard faucet per IPC 424.1.

602.3 Individual water supply. Delete

Add:

602.3 Individual water supply. Where a potable public water supply is not available, individual sources of potable water supply shall be utilized. A potable public supply system shall be considered available to a lot if the lot is located within 300 feet of the public water main.

606.1 Location of full-open valves. Delete.

Add:

606.1 Location of full-open valves. Full open valves shall be installed in the following locations:

1. On the building water service pipe from the public water supply near the curb.
2. On the water distribution supply pipe at the entrance into the structure.
3. On the discharge side of every water meter.

Exception: Water meters not located inside a building.

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4. On the base of every water riser pipe in occupancies other than multiple-family residential occupancies which are two (2) stories or less in height and in one- and two-family residential occupancies.
5. On the top of every water down-feed in occupancies other than one-and two-family residential occupancies.
6. On the entrance to every water supply pipe to a dwelling unit, except where supplying a single fixture equipped with individual stops.
7. On the water supply pipe to a gravity or pressurized water tank.
8. On the water supply pipe to every water heater.

701.2 Delete in its entirety.

Add:

701.2 Sewer required: Every building in which plumbing fixtures are installed and every premises having drainage piping shall be connected to a public sewer, where available, or where a public sewer is not available, a private sewage disposal system in accordance with the requirements of the Columbia/Boone County Health Department or the Missouri Department of Natural Resources.

Add:

701.2.1 A public sewer system shall be considered available if any part of a lot is within 225 feet of a sanitary sewer system to which connection is practical and is permitted by the governmental agency or utility responsible for the sanitary sewer.

705.1 1.2 Solvent cementing. Delete exceptions

Add:

903.1 Roof extension. All open vent pipes that extend through a roof shall be terminated at least 12 inches above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet above the roof.

COMMISSION ORDER NUMBER: 149-2017

A COMMISSION ORDER ESTABLISHING THE MINIMUM REGULATIONS GOVERNING THE DESIGN, INSTALLATION AND CONSTRUCTION OF MECHANICAL SYSTEMS, BY PROVIDING REASONABLE SAFEGUARDS TO PROTECT THE PUBLIC HEALTH AND SAFETY AGAINST THE HAZARDS OF INADEQUATE, DEFECTIVE OR UNSAFE MECHANICAL SYSTEMS AND INSTALLATIONS; KNOWN AS THE MECHANICAL CODE OF BOONE COUNTY, MISSOURI.

BE IT ORDAINED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. ADOPTION OF THE MECHANICAL CODE:

That a certain document, one (1) copy of which is on file in the office of Building Official of the Boone County Department of Resource Management being marked and designated as "International Mechanical Code/2015", as published by the International Code Council, Inc., be and is hereby adopted as the Mechanical Code of Boone County, Missouri for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of "The International Mechanical Code/2015", are hereby referred to, adopted and made part hereof, as is more fully set out in this Ordinance, with the additions, insertions, deletions and changes as hereinafter prescribed.

SECTION 2. JURISDICTIONAL TITLE.

100.1 Wherever (name of jurisdiction) appears in this code, it shall read "County of Boone, Missouri".

100.1.1 Wherever "Department of Mechanical Inspection" appears in this code, it shall read "Department of Resource Management of Boone County, Missouri".

100.1.2 Wherever "Chief Appointing Authority of the Jurisdiction" appears in this Code, it shall read "Boone County Commission of Boone County, Missouri".

SECTION 3. AMENDMENTS TO THE INTERNATIONAL MECHANICAL CODE/2015:

The International Mechanical Code/2015 is amended by additions, deletions and changes, including the changing of Articles, Sections, Sub-sections and Subsection titles, and the addition of new Sections and new Sub-sections reads as follows:

101.2 Scope Exception 2: Mechanical systems in existing buildings undergoing repair, alterations or additions and change of occupancy shall be permitted to comply with the International Building Code or other applicable codes.

101.2.2 Appendices. Appendix A is adopted as part of this code.

SECTION 103 DEPARTMENT OF MECHANICAL SAFETY. Delete.

SECTION 103 RESOURCE MANAGEMENT DEPARTMENT

103.1 Enforcement Agency. The Resource Management Department previously created by the Boone County Commission is the enforcement agency for this code. The Director of Resource Management shall be known as the building official. The building official is hereby authorized and directed to administer and enforce all provisions of this code.

103.2 Appointment. The Director of Resource Management shall be appointed by the Boone County Commission.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the Boone County Commission, the Director of Resource Management shall have the authority to appoint a deputy building official, any related technical officers, inspectors, plan examiners and other employees. Such employees shall have the powers as delegated by the building official.

103.4 Liability: No change.

106.3.1 Construction Documents. Add to exception: Buildings or structures exempt from these requirements are as follows:

- a. One-Family dwellings.
- b. Two family dwellings.
- c. Commercial or industrial buildings having less than 1200 square feet of floor space, or which provide for the employment, sleeping, assembly, housing or eating of not more than nine (9) persons.
- d. Any structure containing less than twenty-thousand cubic feet, except as provided above.
- e. Any building or structure used exclusively for farm purposes.

106.5.2 Fee schedule. The fees for mechanical work shall be as approved by the Boone County Commission.

106.5.3 Delete in its entirety.

Add:

106.5.3 Fee Refunds: The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. When no work has been done, the permit fee, less a processing fee of 25% of the original fee may be refunded to the original permittee.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the fee was paid.

108.4 Delete in its entirety. Insert: Violation penalties: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair mechanical equipment or systems in violation of an approved plan or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided by law. Each day that a violation continues shall be deemed a separate offense.

108.5 Delete last sentence. Insert: Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a

violation or unsafe condition, shall be guilty of a misdemeanor, punishable as provided by law. Each day that a violation continues shall be deemed a separate offense.

109.2 Delete in its entirety.

Add:

109.2 Membership of the board: The board of appeals as established in Section 113 of the International Building Code / 2015 shall serve as the board of appeals for the International Plumbing Code.

109.2.1 Delete in its entirety.

109.2.2 Delete in its entirety.

109.2.3 Delete in its entirety.

109.2.4 Delete in its entirety.

109.2.5 Delete in its entirety.

109.2.6 Delete in its entirety.

109.3 Delete in its entirety.

109.4 Delete in its entirety.

109.4.1 Delete in its entirety.

109.5 Delete in its entirety.

109.6 Delete in its entirety.

109.6.1 Delete in its entirety.

109.6.2 Delete in its entirety.

109.7 Delete in its entirety.

304.11 Guards. Delete exception.

504.8.2 Duct installation. Delete from the end of the last sentence the following words. "that protrude more than 1/8 inch (3.2 mm) into the inside of the duct".



COMMISSION ORDER NUMBER: 149-2017

A COMMISSION ORDER ESTABLISHING THE MINIMUM REGULATIONS GOVERNING THE DESIGN, INSTALLATION AND CONSTRUCTION OF FUEL GAS SYSTEMS AND GAS FIRED-APPLIANCES, BY PROVIDING REASONABLE SAFEGUARDS TO PROTECT THE PUBLIC HEALTH AND SAFETY AGAINST THE HAZARDS OF INADEQUATE, DEFECTIVE OR UNSAFE FUEL GAS SYSTEMS AND GAS FIRED APPLIANCES; KNOWN AS THE FUEL GAS CODE OF BOONE COUNTY, MISSOURI.

BE IT ORDAINED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. ADOPTION OF THE FUEL GAS CODE:

That a certain document, one (1) copy of which is on file in the office of Building Official of the Boone County Department of Planning and Building Inspection being marked and designated as "International Fuel Gas Code/2015", as published by the International Code Council, Inc., be and is hereby adopted as the Fuel Gas Code of Boone County, Missouri for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of "The International Fuel Gas Code/2015", are hereby referred to, adopted and made part hereof, as is more fully set out in this Ordinance, with the additions, insertions, deletions and changes as hereinafter prescribed.

SECTION 2. JURISDICTIONAL TITLE.

100.1 Wherever (name of jurisdiction) appears in this code, it shall read "County of Boone, Missouri".

100.1.1 Wherever "Department of Inspection" appears in this code, it shall read "Department of Resource Management of Boone County, Missouri".

100.1.2 Wherever "Chief Appointing Authority of the Jurisdiction" appears in this Code, it shall read "Boone County Commission of Boone County, Missouri".

SECTION 3. AMENDMENTS TO THE INTERNATIONAL FUEL GAS CODE/2015:

The International Fuel Gas Code/2015 is amended by additions, deletions and changes, including the changing of Articles, Sections, Sub-sections and Subsection titles, and the addition of new Sections and new Sub-Sections reads as follows:

Add:

101.2 Scope Exception 2: As an alternative to the provisions of this code, fuel-gas piping systems, fuel-gas utilization equipment and related accessories in existing buildings that are undergoing repairs, alterations, changes in occupancy or construction of additions shall be permitted to comply with the International Building Code or other applicable codes.

Add:

101.3 Appendices. Appendices A, B and C are adopted as part of this code.

SECTION 103 DEPARTMENT OF INSPECTION. Delete.

Add:

SECTION 103 RESOURCE MANAGEMENT DEPARTMENT

103.1 Enforcement Agency. The Resource Management Department previously created by the Boone County Commission is the enforcement agency for this code. The Director of Resource Management shall be known as the building official. The building official is hereby authorized and directed to administer and enforce all provisions of this code.

103.2 Appointment. The Director of Resource Management shall be appointed by the Boone County Commission.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the Boone County Commission, the Director of Resource Management shall have the authority to appoint a deputy building official, any related technical officers, inspectors, plan examiners and other employees. Such employees shall have the powers as delegated by the building official.

103.4 Liability: No change.

106.3.1 Construction Documents. Add to exception: Buildings or structures exempt from these requirements are as follows:

- a. One-Family dwellings.
- b. Two family dwellings.
- c. Commercial or industrial buildings having less than 1200 square feet of floor space, or which provide for the employment, sleeping, assembly, housing or eating of not more than nine (9) persons.
- d. Any structure containing less than twenty-thousand cubic feet, except as provided above.
- e. Any building or structure used exclusively for farm purposes.

106.6.2 Fee schedule. The fees for mechanical work shall be as approved by the Boone county Commission.

106.6.3 Delete in its entirety.

Add:

106.6.3 Fee Refunds: The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. When no work has been done, the permit fee, less a processing fee of \$20.00 may be refunded to the original permittee.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the fee was paid.

108.4 Delete in its entirety. Insert: Violation penalties: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair mechanical equipment or systems in violation of an approved plan or directive of the building

109.2 Delete in its entirety.

Add:

109.2 Membership of the board: The board of appeals as established in Section 113 of the International Building Code / 2015 shall serve as the board of appeals for the International Plumbing Code.

109.2 through 109.7 - Delete

misdemeanor, punishable as provided by law. Each day that a violation continues shall be deemed a separate offense.

108.5 Delete last sentence. Insert: Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor, punishable as provided by law. Each day that a violation continues shall be deemed a separate offense.

109.2 Delete in its entirety.

Add:

109.2 Membership of the board: The board of appeals as established in Section 113 of the International Building Code / 2015 shall serve as the board of appeals for the International Plumbing Code.

109.2 through 109.7 - Delete

403.4.3 Copper and brass. Delete.

Add:

403.4.3 Copper and brass. Copper and brass pipe shall not be used if the gas contains more than an average of 0.3 grains of hydrogen sulfide per 100 standard cubic feet of gas (0.7 milligrams per 100 liters). Natural gas supplied by Ameren UE in Boone County exceeds this level therefore copper or brass shall not be used with natural gas. Threaded copper, brass and aluminum-alloy pipe shall not be used with gases corrosive to such metals.

403.5.2 Copper and brass tubing. Delete.

Add:

403.5.2 Copper and brass tubing. Copper tubing shall comply with standard Type K of ASTM B 88 or ASTM B 280.

Copper and brass tubing shall not be used if the gas contains more than an average of 0.3 grains of hydrogen sulfide per 100 standard cubic feet of gas (0.7 milligrams per 100 liters). Natural gas supplied by Ameren UE in Boone County exceeds this level therefore copper or brass shall not be used with natural gas.

404.14 Piping underground beneath buildings. Add last sentence to paragraph which states: Any underground gas piping allowed by this section shall only be approved for gas that is less dense than the atmospheric pressure and shall be installed in accordance with section 404.12.1 and shall always terminate or vent to the outside.

404.14.2 Delete in its entirety.

406.4.1 Test pressure. Delete.

Add:

406.4.1 Test pressure. The test pressure to be used shall not be less than one and one half (1-1/2) times the proposed maximum working pressure, but not less than 30 psig, irrespective of design pressure.

408.4 Sediment trap. Change "any length" to "3 1/2" minimum length."

COMMISSION ORDER NUMBER 149-2017  
Effective date: 4-1-17

A COMMISSION ORDER ADOPTING AND GOVERNING THE DESIGN, CONSTRUCTION, ALTERATION, ENLARGEMENT, EQUIPMENT REPAIR, DEMOLITION, REMOVAL, CONVERSION, USE OR MAINTENANCE OF ALL BUILDINGS AND STRUCTURES; AND FURTHER PROVIDING FOR THE ISSUE OF SAID PERMITS, COLLECTING OF FEES, MAKING OF INSPECTIONS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

BE IT ORDAINED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE: ADDITIONS, INSERTIONS, DELETIONS AND CHANGES.

Commission Order Number 149-2017, known as the "Existing Building Code of Boone County, Missouri", that a certain document, one (1) copy of which is on file in the office of Building Official of the Boone County Department of Resource Management and being marked and designated as "The International Existing Building Code – 2015 Edition", as published by the International Code Council, Inc, including Appendices A, B and C, be and is hereby adopted as the Building Code of Boone County, Missouri for the control of existing buildings and structures as provided herein; and each and all of the regulations, provisions, penalties, conditions and terms of " The International Existing Building Code – 2015 Edition", are hereby referred to, adopted and made part hereof, as is more fully set out in this Ordinance, with the additions, insertions, deletions and changes as hereinafter prescribed.

SECTION 2. JURISDICTIONAL TITLE.

0.1 Wherever (name of jurisdiction) appears in this code, it shall read "County of Boone, Missouri".

0.1.1 Wherever "Department of Building Safety" appears in this code, it shall read "Department of Resource Management of Boone County, Missouri".

0.1.2 Wherever "Chief Appointing Authority of the Jurisdiction" appears in this Code, it shall read "Boone County Commission of Boone County, Missouri".

0.2.1 Farm structure exemption: The provisions of this Code shall not be exercised so as to impose regulations or to require permits with respect to the erection, maintenance, repair, alteration or extension of farm buildings or farm structures further than seventy-five feet ( 75') from a dwelling provided that such buildings or structures are located on tracts of 20 acres or more and such buildings or structures are used exclusively for agricultural purposes. Farm dwellings shall conform to the provisions of this code as herein provided.

0.2.2 Manufactured home exemption: Manufactured homes, recreational vehicles or modular units which carry a seal as provided in Section 700.010 to 700.115 RSMo. shall be exempt from these provisions, provided that no alteration of the unit takes place once it has been placed upon a tract of land.

### SECTION 3. AMENDMENTS TO THE INTERNATIONAL EXISTING BUILDING CODE - 2015.

The International Existing Building Code - 2015 is amended by additions, deletions and changes including the changing of Articles, Sections, Sub-section titles and the addition of new sections and new sub-sections as follows:

101.2 Exception 2: Existing buildings undergoing repair, alterations, or additions and change of occupancy shall be permitted to comply with the requirements of the International Existing Building Code.

101.2.2: Appendices A, B, C, are hereby adopted as published.

103 DEPARTMENT OF BUILDING SAFETY. Delete.

Add:

#### SECTION 103 RESOURCE MANAGEMENT DEPARTMENT

103.1 Enforcement Agency. The Resource Management Department previously created by the Boone County Commission is the enforcement agency for this code. The Director of Resource Management shall be known as the building official. The building official is hereby authorized and directed to administer and enforce all provisions of this code.

103.2 Appointment. The Director of Resource Management shall be appointed by the Boone County Commission.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the Boone County Commission, the Director of Resource Management shall have the authority to appoint a deputy building official, any related technical officers, inspectors, plan examiners and other employees. Such employees shall have the powers as delegated by the building official.

104.6 Right of entry: The code official shall have the authority to enter at any reasonable time any structure or premises for which a permit has been issued but has not received a certificate of occupancy in accordance with Section 110. Permit holders are required to provide means of access to all parts of structures subject to inspection, including the provision of ladders where required.

For all other structures or premises, when the code official has reasonable cause to believe that a code violation exists, the code official is authorized to enter the structure or premises at reasonable times to inspect subject to constitutional restrictions on unreasonable searches and

seizures. If entry is refused or not obtained, the code official is authorized to pursue recourse as provided by law.

104.7 Department records: An official record shall be kept of all business and activities of the department specified in the provisions of this code, and all such records shall be open to public inspection at all appropriate times and according to reasonable rules to maintain the integrity and security of such records.

Add:

105.8 Compliance with other Regulatory Agency Fire and Life Safety Codes: No permit shall be issued unless the plans and specifications or other required documentation for permit issuance has been approved by other Boone County regulatory agencies having jurisdiction for compliance with applicable fire and life safety codes. These provisions shall not apply to one and two family dwellings or residences.

Add:

105.9 Compliance with other Regulatory Agency Fire and Life Safety Codes: No final inspection or periodic inspection made at the conclusion of a building phase shall be passed or approved unless similar inspections for compliance with applicable fire and life safety codes have been made and approved or passed by other Boone County regulatory agencies having jurisdiction. These provisions shall not apply to one and two family dwellings or residences.

106.1 Submitted documents: Construction documents, special inspection and structural observation programs, and other data shall be submitted in two or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the Chapter 327 RSMo. The construction documents shall be drawn to scale with sufficient clarity and detail dimensions to show the nature and character of the work to be performed including general construction, special inspections, construction observation programs, structural, mechanical and electrical work and calculations. Each sheet of each set of plans, each set of specifications, calculations and other data shall be legally sealed by a registered design professions as required by Chapter 327 RSMo. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

112.1 Delete in its entirety.

Add:

112.1 Board of Appeals: The board of appeals as established in Section 113 of the International Building Code / 2015 shall serve as the board of appeals for the International Existing Building Code..

112.3 Delete in its entirety.

Section 117. Delete in its entirety.

COMMISSION ORDER NUMBER 149-2017

Effective date: 4-1-17

A COMMISSION ORDER ADOPTING THE 2015 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, REGULATING AND GOVERNING ENERGY-EFFICIENT BUILDING ENVELOPES AND INSTALLATION OF ENERGY -EFFICIENT MECHANICAL, LIGHTING AND POWER SYSTEMS IN BOONE COUNTY, MISSOURI; AND FURTHER PROVIDING FOR THE ISSUE OF SAID PERMITS, COLLECTING OF FEES, MAKING OF INSPECTIONS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

BE IT ORDAINED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. ADOPTION OF THE INTERNATIONAL ENERGY CONSERVATION CODE: ADDITIONS, INSERTIONS, DELETIONS AND CHANGES.

Commission Order Number 149-2017, known as the "Energy Conservation Code of Boone County, Missouri", that a certain document, one (1) copy of which is on file in the office of Building Official of the Boone County Department of Resource Management and being marked and designated as "The International Energy Conservation Code – 2015 Edition", as published by the International Code Council, Inc., including Appendices RA and RB, and as amended by the International Residential Code, and is hereby adopted as the part of the Building Code of Boone County, Missouri.

SECTION 2. JURISDICTIONAL TITLE.

0.1 Wherever (name of jurisdiction) appears in this code, it shall read "County of Boone, Missouri".

0.1.1 Wherever "Department of Building Safety" appears in this code, it shall read "Department of Resource Management of Boone County, Missouri".

0.1.2 Wherever "Chief Appointing Authority of the Jurisdiction" appears in this Code, it shall read "Boone County Commission of Boone County, Missouri".

SECTION 3. AMENDMENTS TO THE INTERNATIONAL EXISTING BUILDING CODE - 2015.

C109 Delete in its entirety.

Add:

109.1 Board of Appeals: The board of appeals as established in Section 113 of the International Building Code / 2015 shall serve as the board of appeals for the International Energy Conservation Code.

112.3 Delete in its entirety.



COMMISSION ORDER NUMBER 149-2017

A COMMISSION ORDER ESTABLISHING THE MINIMUM REGULATIONS GOVERNING THE DESIGN, INSTALLATION AND CONSTRUCTION OF ELECTRICAL SYSTEMS, BY PROVIDING REASONABLE SAFEGUARDS TO PROTECT THE PUBLIC HEALTH AGAINST THE HAZARDS OF INADEQUATE, DEFECTIVE OR UNSAFE ELECTRICAL INSTALLATIONS; KNOWN AS THE ELECTRICAL CODE OF BOONE COUNTY, MISSOURI.

BE IT ORDAINED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. ADOPTION OF THE ELECTRICAL CODE:

That a certain document, one (1) copy of which are on file in the office of Building Official of the Boone County Resource Management being marked and designated as "The National Electrical Code 2014", as published by the National Fire Protection Association, be and is hereby adopted as the Electrical Code of Boone County, Missouri for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of "The National Electrical Code 2014", are hereby referred to, adopted and made part hereof, as is more fully set out in this Ordinance, with the additions, insertions, deletions and changes as hereinafter prescribed.

SECTION 2. AMENDMENTS TO THE NATIONAL ELECTRICAL CODE 2014:

The National Electrical Code 2014 is amended by additions, deletions and changes, including the changing of Articles, Sections, Sub-sections and Subsection titles, and the addition of new Sections and new Sub-Sections reads as follows:

ADD:

90.10. Plans and specifications: Plans and specifications shall be required for all work involving commercial, industrial, multiple family and buildings used for purposes of public assembly, or as determined by the building official.

90.11. Violation penalties: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall install, alter or repair electrical wiring in violation of this Code or without a proper permit shall be guilty of a misdemeanor and punishable by fine, or by imprisonment, or by both as directed by a court of law. Each day that a violation continues shall be deemed a separate offense,

90-12. Means of appeal: The owner of a building or structure or any other person may appeal a decision of the building official. Application for appeal may be filed in the office of the Resource Management Department.

90.13. For the purposes of the Electrical Code, the board of appeals appointed under Section 113 of the ICC International Building Code/2015 (Boone County Building Code) as adopted, shall serve as the board of appeals for matters referred to it for consideration under the Electrical Code.

#### Article 100

##### Add:

**Agriculture or Farming Activity:** An agricultural activity shall be defined as the cultivating of the soil, producing of crops and the raising of animals for food or fiber and including horticulture, beekeeping, aquaculture, silviculture and forestry. Concentrated animal feeding operations must conform to the Missouri Department of Natural Resource's regulations pertaining to waste water management and odor control. The raising and keeping of horses for any purpose other than the production of food and fiber is not considered agricultural activity.

**Switch, Transfer:** Change to read – An automatic or non-automatic device for transferring one or more load conductor connections from one power source to another. The transfer switch on activation shall disconnect all current carrying conductors to include the neutral to prevent back-feed to the utility.

110.5. Delete in its entirety. Insert: Conductors. Conductors normally used to carry current shall be of copper unless otherwise provided for in this code. Where the conductor material is not specified, the sizes given in this code shall apply to copper conductors. Where other materials are used, the size shall be changed accordingly. Aluminum and copper-clad aluminum will be approved as outside feeders of 100 amperes or larger and must terminate nearest the point of entrance of the feeder; or as designed and recommended by a registered professional engineer or a registered architect.

(FPN) For aluminum and copper-clad aluminum conductors, see Sections 250.120 (B), 310-14.

210.8 Ground-Fault Circuit-Interrupter Protection for Personnel. (A) Dwelling Units. All 125-volt, single-phase, 15- and 20-ampere receptacles installed in the locations specified in 210.8(A)X1 through (10) shall have ground-fault circuit-interrupter protection for personnel.

Exception No. 1 to (2) Garages and accessory buildings. Receptacles in locations that are not readily accessible. (e.g., on the ceiling of a garage).

Exception No. 2 to (2) Garages and (5) Unfinished basements. A single receptacle or a duplex receptacle for two appliances located within dedicated space for each appliance that, in normal use, is not easily moved from one place to another and that is cord-and-plug connected in accordance with 400.7(A)X6, (47), or (48).

Add the following Exception to (3) Outdoors. GFCI receptacles located in exterior soffits and used for seasonal decorative lighting are not required to be readily accessible.

Exception to (7) Sinks. Where the receptacles are installed within 1.8 m (6 feet) of the outside edge of the sink.

(a) Receptacles installed for appliances such as clothes washers, refrigerators, garbage disposals, dishwashers, and microwave ovens shall not be required to be GFCI protected where located within 6 feet of laundry, utility, kitchen or wet bar sink in a dwelling.

(b) A duplex receptacle may be used for a single appliance provided the duplex receptacle is located behind the appliance which, in normal use, is not easily moved and the receptacle is not readily accessible for the use of power tools. This receptacle must be marked "not GFCI protected". Receptacles installed under the exceptions to 210.8 (AX7) shall not be considered as meeting the requirements of 210.52 (G).

210.8(D) Kitchen Dishwasher Branch circuit. Delete this section

210.12 Arc-Fault Circuit-Interrupter Protection.

210.12 (A) Dwelling Units. All 120-volt, single phase, 15 – and 20 – ampere branch circuits supplying outlets installed in dwelling unit bedrooms and for smoke detectors shall be protected by a listed arc-fault circuit interrupter, combination-type installed to provide protection of the branch circuit. The rest of 210.12 (A) remains as stated.

Add the following Exception No. 4: Arc-Fault Circuit Interrupter Protection is not required in one and two-family dwellings which are regulated by the International Residential Code.

210.52 Dwelling unit receptacle outlets (C) Countertops (5) Receptacle outlet location. Exception to (5): Delete the second sentence to the first paragraph that reads; "Receptacles mounted below a countertop in accordance with this exception shall not be located where the countertop extends more than 150mm (6 inches) beyond its support base." The rest of the section remains as stated. This definition is to allow the placement of the receptacle no more than 12 inches below the countertop, and anywhere the countertop extends beyond its support base.

Add the following Exception to (E). (3): A receptacle is not required at an existing structure.

210.52 (G)(1) Receptacles in Garages. Delete first sentence, as follows: In each attached garage, and in each detached garage with electric power, the branch circuit supplying receptacles shall not supply outlets outside the garage." Retain second sentence: "At least one duplex receptacle shall be installed for each car space."

210.63 Heating, Air-conditioning, and Refrigeration Equipment Outlet: Existing exception to be shown as Exception No. 1: and add: Exception No. 2: Rooftop and exterior equipment on one- and two-family dwellings.

220.14.(J) Dwelling Occupancies: Delete "one-family, two-family" and add the following requirements for one- and two-family dwellings:

- (1) In one- and two-family dwellings, a 15-amp rated general purpose circuit shall be limited to a maximum of eight receptacle outlets or openings, or eight lighting outlets or openings, or any combination of receptacle outlets and lighting outlets totaling not more than eight.

- (2) In one- and two-family dwellings, a 20-amp rated general purpose circuit shall be limited to a maximum of ten receptacle outlets or openings, or ten lighting outlets or openings, or any combination of receptacle outlets and lighting outlets totaling not more than ten.
- (3) In one- and two-family dwellings, the small appliance circuits serving the kitchen countertop and similar areas, shall be limited to not more than two receptacle outlets or openings for the first two such circuits; the third and succeeding small appliance circuits shall be limited to not more than three receptacle outlets or openings per circuit.
- (4) In one- and two-family dwellings, the microwave receptacle outlet shall be a dedicated 20-amp rated circuit, and shall share with no other outlets.

230.50 Protection Against Physical Damage. (B) (1) Service Entrance Cables (3) Schedule 40 rigid nonmetallic conduit or equivalent.

230.70(A)(1). Add: Inside the nearest point of entrance is defined as the first full stud space inside the structure.

250.50 Grounding Electrode System. All grounding electrodes as described in 250.52(A)(1) through (A)(7) that are present at each building or structure served shall be bonded together to form the grounding electrode system. Where none of these grounding electrodes exist, one or more of the grounding electrodes specified in 250.52(A)(4) through (A)(8) shall be installed and used, except where there exists a metal water pipe in contact with earth for 10 feet or more, for one- and two-family dwellings, a single grounding electrode as required by the serving electrical utility shall be permitted to fill the requirements of Article 250.50.

250.94 Delete in its entirety.

300.5 Underground Installations: (D) protection from Damage: (3) Service conductors: Warning tape shall be installed a minimum of six (6) inches below grade and not less than twelve (12) inches above the electrical cables or conduit in all underground installations of 50 volts or more.

300.5 D (4) Enclosure and Raceway Damage: Where the enclosure or raceway is subject to physical damage, the conductors shall be installed in rigid metal conduit, intermediate metal conduit, Schedule 40 rigid nonmetallic conduit, or equivalent.

300.9 Raceways in Wet Locations Above Grade: Delete in its entirety.

300.11.(A).(2) Non-Fire Rated Assemblies: Add exception: One 3/4 inch raceway or smaller, with maximum conductor fill (for example, twelve #12 AWG), shall be permitted to be supported by the ceiling support wires.

314.23 (B)(1) Nails and Screws: Add last sentence to paragraph: Screws may be installed through the interior sides of a nonmetallic box to mount or fasten the box in place regardless of its listing and labeling provided the heads of the screws are covered or coated with a nonmetallic material.

334.12 Uses Not Permitted. (A) Types NM, NMC and NMS. Types NM, NMC and NMS cables shall not be permitted as follows: Delete the following in its entirety: (2) "Exposed in dropped or suspended ceilings in other than one- and two-family and multi-family dwellings."

334.12 (B) types NM and NMS. Types NM and NMS cables shall not be used under the following conditions or in the following locations. Exception: Type NMS cable shall be permitted in wet or damp locations.

334.15 (B) Protection from Physical Damage: Where schedule 80 PVC is stated in paragraph, replace with schedule 40 PVC or better. Cable shall be protected from physical damage where necessary by rigid metal conduit, electrical metallic tubing, Schedule 40 PVC conduit or other approved means. Where passing through a floor, the cable shall be enclosed in rigid metal conduit, intermediate metal conduit, electrical metal tubing, Schedule 40 PVC conduit or other approved means extending at least 150 mm (6 inches) above the floor.

334.80 Ampacity. The ampacity of Types NM, NMC and NMS cable shall be determined in accordance with 310.15. The ampacity shall be in accordance with the 60 degrees C (143 degrees F) conductor temperature rating. The 90 degree C (194 degree F) rating shall be permitted to be used for ampacity derating purposes, provided the final derated ampacity does not exceed that for a 60 degree C (140 degree F) rated conductor. The ampacity of Types NM, NMC and NMS cable installed in cable tray shall be determined in accordance with 392.11.

Where more than two NM cables containing two or more current-carrying conductors are installed, without maintaining spacing between the cables, through the same opening in wood framing that is to be fire- or draft-stopped using thermal insulation, caulk or sealing foam. The allowable ampacity of each conductor shall be adjusted in accordance with Table 310.15 (B)(2)(a). The rest of 334.80 is deleted in its entirety.

404.2.(C): Switches Controlling Lighting Loads: Delete.

404.9 Provisions for General-Use Snap Switches. (B) Grounding: Add exception 4: In one- and two-family dwellings, switches mounted to non-metallic boxes with non-metallic face plates shall not be required to be effectively grounded.

404.10 Mounting of Snap Switches. (B) Box Mounted. Add last sentence to paragraph, as follows: "The requirement for machine-threaded screws shall not apply to plastic outlet boxes."

406.4 General Installation requirements. (D) Replacements. Delete the following sentence: "Arc-fault circuit-interrupter type and ground-fault circuit-interrupter type receptacles shall be installed in a readily accessible location."

406.5 Receptacle Mounting. Add last sentence to first paragraph. "The requirement for Machine threaded screws shall not apply to plastic outlet boxes."

406.9 Receptacles in Damp or Wet Locations

(A) Damp locations. A receptacle installed outdoors in a location protected from the weather or in other damp locations shall have an enclosure for the receptacle that is weatherproof when the receptacle is covered (attachment plug cap not inserted and receptacle covers closed.)

An installation suitable for wet locations shall also be considered suitable for damp locations.

A receptacle shall be considered to be in a location protected from weather where located under roofed open porches, canopies, marquees and the like, and will not be subjected to a beating rain or water run-off. The rest of 406.8 (A) is deleted in its entirety.

(B) Wet Location.

- 1) 15- and 20- ampere receptacles in wet locations. 15- and 20- ampere, 125- and 250- volt receptacles installed in a wet location shall have an enclosure that is weather-proof whether or not the attachment plug cap is inserted. Weatherproof "in-use or bubble" covers not required. The rest of 406.8 (B) is deleted in its entirety.

406.12 Tamper-Resistant Receptacles for Dwelling Units. Delete in its entirety.

410.24 (B) Access to Boxes. Delete.

422.16(B) Specific Appliances (5) Storage-Type Water heaters: Storage-type water heaters shall be permitted to be cord-and -plug connected with a flexible cord rated at 30 amperes. Cord will not be required to be listed for this use.

440.9 Grounding and Bonding of Air Conditioning and Refrigerating Equipment. Where air conditioning and refrigeration equipment are installed outdoors with wiring methods consisting of liquid-tight flexible metal conduit or electrical metallic tubing, a wire-type equipment grounding conductor, as specified in 250.118(1), shall be provided in the outdoor portion of the raceway.

Note; This proposed change was erroneously omitted from the printing of the 2014 NEC.

440.14 Location. Add: Exception No 3: Cord-and-plug connected appliances

Article 545. Manufactured Building.

ADD:

545.14. Release from liability: Due to the fact that the Boone County Resource Management is unable to properly inspect wiring, outlets, junction boxes, etc., in manufactured buildings, the owner is responsible for insuring that all electrical components are in compliance with this code.

Article 550. Mobile Homes and Mobile Home Parks.

550.15.(H).(2): Change Schedule 80 PVC to Schedule 40 PVC.

550.34. Release from liability: Due to the fact that the Boone County Resource Management is unable to properly inspect wiring, outlets, junction boxes, etc. in manufactured buildings, the owner is responsible for insuring that all electrical components are in compliance with this code.

600.6 Disconnects. (A)(1): Change the wording of the first sentence as follows  
"Disconnects for signs and for outline lighting systems shall be located at the point where the feeder or branch circuits(s) enters the sign enclosure or pole, and shall disconnect all ungrounded conductors where they enter the sign enclosure or pole."

680.43 Indoor Installations: Delete Exception No. 2.

680.74 Bonding: Delete the last sentence.







Draft Presented: December 22, 2016

Final Report: January 16, 2017



*Choose Excellence. Choose Boone.*

Jeff Sommer, Director  
Ryan Sprinkle, Consultant  
Clare Kelley, Consultant



STROUDWATER

# Glossary

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- **CMO** – Chief Medical Officer
- **COO** – Chief Operating Officer
- **GAAP** – Generally Accepted Accounting Principals
- **JV** – Joint Venture
- **PCP** – Primary Care Physician
- **IP** – Inpatient
- **ASC** – Ambulatory Surgery Centers
- **MACRA** – Medicare Access and CHIP (Children’s Health Insurance Program) Reauthorization Act

# Engagement Overview

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- ✓ Data Request
- ✓ Conduct interviews with Trustees, Commissioners and Administration
- ✓ Identify key drivers of historical, current, and future performance from historical, current, budgeted and projected operating and financial results
- ✓ Vet and validate findings of management related to initiatives to improve operating results
- ✓ Perform several diagnostic reviews of revenue cycle and chargemaster to diagnose additional areas that may contribute to results\*
- ✓ Craft and present report that incorporates the above to reach overall goal
- ✓ Provide education on national trends and emerging political drivers on healthcare

*Note: \*Information on BHC's owned provider practices was not received so that diagnostic could not be performed.*

# Bond Covenant Violation

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- In fiscal year 2015, Boone Hospital Center (BHC) violated the debt service coverage covenant contained in Section 606 of its Bond Indenture
- The covenant violation occurred due to GAAP treatment of deferred lease income from FY 2014 that was subsequently recognized in FY 2015
- Importantly, had the FY 2014 deferred lease income been recognized in FY 2014, there would not have been a debt service covenant violation in FY 2014 or FY 2015
- Beginning in FY 2016, lease payments will be equal to debt service due on the bonds, which will eliminate the need to recognize deferred lease income in the future
- A bond covenant violation requires that a healthcare consultant perform analyses and deliver a report to identify initiatives to that will enable BHC to return to compliance with the bond covenant

# BHC's Lease Arrangement

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- BHC's debt service is funded through lease payments by BHC to the Board of Trustees of BHC, as obligor on the bonds
- The lease includes a cash split of the increase in cash at BHC:
  - 50% retained by BHC;
  - 25% distributed to the BHC Board of Trustees, and;
  - 25% distributed to CH Allied Services, the BJC Subsidiary leasing BHC.
- In the event that hospital revenues are insufficient to make the lease payment, the Board of Trustees of BHC shall be responsible for 75% of the shortfall and the lessee shall be responsible for 25%. The Board of Trustees of BHC may use board designated funds for capital improvements to pay up to 50% of the shortfall.

# Stakeholder Interviews

## Day One

- Jan Beckett, Trustee
- Bob Wagner, Trustee
- Karen Miller, County Commissioner
- Janet Thompson, County Commissioner
- Dan Atwill, County Commissioner
- Tom Darrough, County Treasurer

## Day Two

- Jim Sinek, BHC President
- Barry Chambers, VP of Finance
- Dr. Robin Blount, CMO
- Brian Winn, Director of Finance
- Randy Morrow, Community Member and former VP and COO
- Rosi Fowler, COO
- Dr. Jerry Kennett, Trustee and Cardiologist

# Summary of Interviews

## Physician-Hospital Alignment

- **JV Relationships.** BJC not willing to enter JV relationships with local physicians, which has led local physicians to construct an ASC and seek JV arrangements with University.
- **Independent Medical Staff.** 90% of Medical Staff are in private practice/practice groups.
- **New Payment Methodologies and Scale.** BHC's inability to collaborate with area local physicians represents key strategic risk as physician and physician practices are increasingly aligning with hospital and health system to effectively compete in quality-centric payment methodologies.

## Trustees-Administration Alignment & Lease Structure

- **"Cash split."** Structure of lease has at times placed Trustees at center of operational aspects of the hospital when they should be focused on strategy and governance.
- **Short Lease Term.** Short term of lease with 2-yr notice of non-renewal period hampers the Administration's long term planning, making BJC an easy target for Medical Staff to criticize, and erodes goodwill between the County and BJC because of the perception of constant bargaining and negotiating.

## Strategic Direction & Strategy Execution

- **Management Focus.** Management team appears to be involved in identifying strategic opportunities, developing plans for executing on those opportunities, and marshalling right resources to follow through with implementation. Recent strategic actions include developing robust PCP presence and increasing IP census through hospitalists program.
- **Medical Staff Outreach.** Administration has largely been reactive in outreach to area specialists and surgeons. Some historic BJC-Medical Staff relations issue may be plaguing Administration on this front.
- **Bond Covenant Issue.** Confluence of events led to bond covenant issue, including lower revenue from private practice moving services outside of BHC, expense increase from bringing primary care clinics and physicians online, and changes to central services allocation and accounting thereof. Management has acknowledged issue with central service allocation and has indicated process is in place to ensure not repeated.

# Summary of Interviews (continued)

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## *Key opportunities:*

- **Direct Contracting:** Work with private physicians to develop a network for direct contract relationships with area employers.
- **Continue Physician Engagement:** Continue current efforts to align BJC physicians with area physicians (e.g., new Medical Staff leadership initiative being led by CMO).
- **Bundled Payments:** As additional bundled payment initiatives are introduced, BHC has opportunity to collaborate with physicians to participate in those programs. Management's pursuit of management agreements with independent physician practices with alignment around shared savings is pivotal to this effort.
- **MACRA:** BHC has the opportunity to develop partnerships with smaller PCP practices throughout the secondary service area as MACRA implementation progresses.
- **Operational:** BHC management is working to manage supply costs and contract nurse labor costs.



# Market Share Analysis

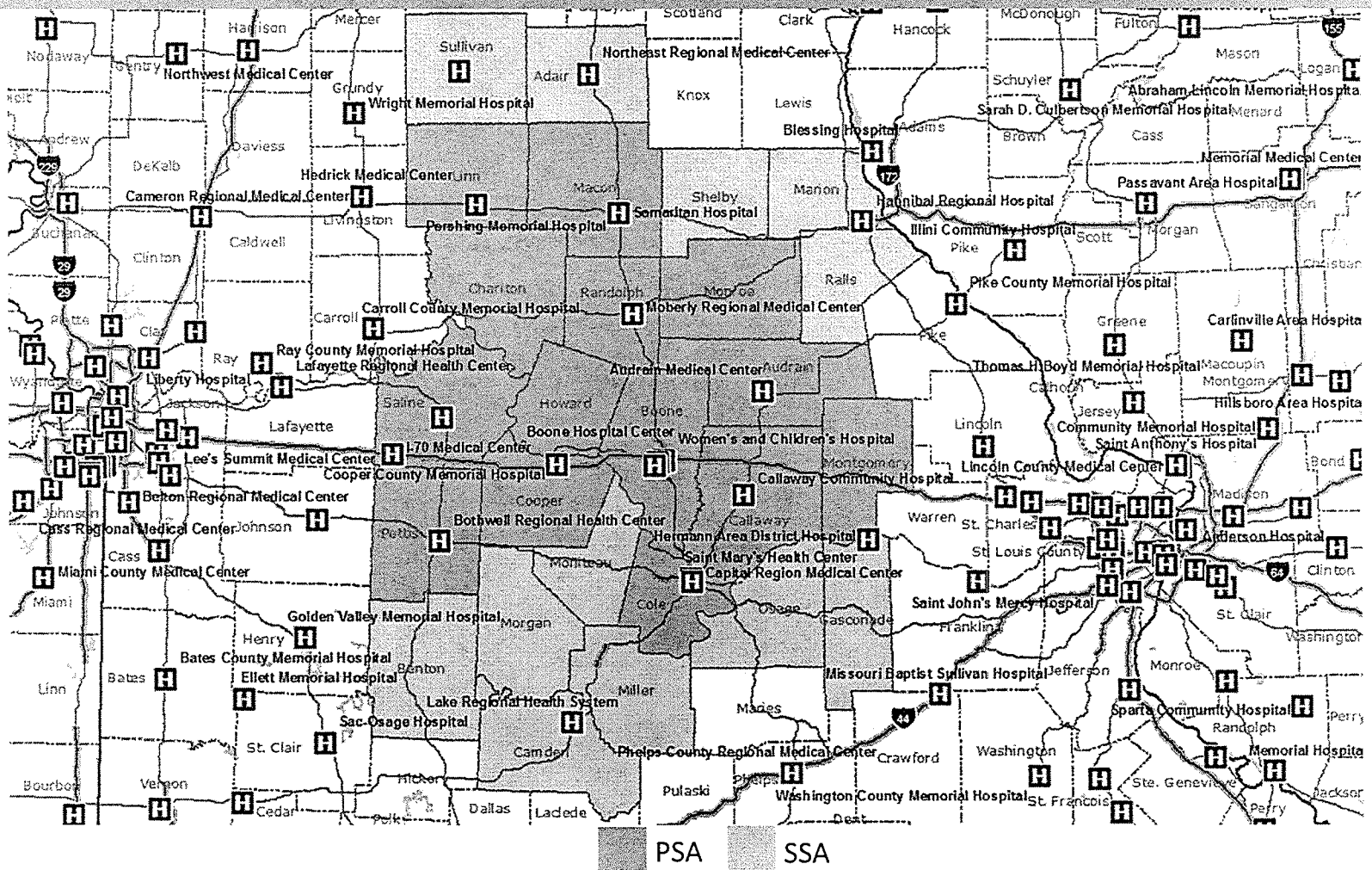
# Market Glossary

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- **PSA** – Primary Service Area
- **SSA** – Secondary Service Area
- **DRG** – Diagnostic Related Group, used to categorize hospital cases into one of 467 diagnostic groups

# BHC Primary and Secondary Service Areas

- The total population of the PSA is 502,083, and the SSA is 224,206 for the year 2016
- The total population of Boone County is estimated to be 178,032 in 2016
- Boone County's population is expected to grow by 5% in 5 years, and to be 186,753 by 2021
- Boone Hospital Center's service area was calculated using Medicare data
- Primary and Secondary service areas in terms of counties were chosen by Boone



# BHC PSA and SSA by County Population

	2016-2021 Change				Growth Share of Total Service Area
	2016 Estimate	2021 Projection	2016-2021 % Change	2016-2021 Abs. Change	
<b>Total Service Area</b>					
Boone County, MO	178,032	186,753	5%	8,721	60%
Callaway County, MO	43,685	44,634	2%	949	0%
Randolph County, MO	27,094	27,107	0%	13	1%
Marion County, MO	15,587	15,595	0%	8	0%
Audrain County, MO	24,139	24,600	2%	461	4%
Cooper County, MO	17,420	17,503	0%	83	1%
Saline County, MO	23,666	23,814	1%	148	1%
Linn County, MO	13,046	12,718	-2%	-328	0%
Cole County, MO	79,036	79,824	1%	788	6%
Pettis County, MO	43,150	43,424	1%	273	2%
Howard County, MO	9,411	9,374	0%	-37	0%
Chariton County, MO	6,718	6,712	0%	-6	0%
Monroe County, MO	10,186	10,274	1%	88	1%
Montgomery County, MO	12,964	12,709	-2%	-255	0%
<b>PSA Total</b>	<b>502,083</b>	<b>512,908</b>	<b>2%</b>	<b>10,825</b>	<b>87%</b>
<b>Secondary Service Area</b>					
Adair County, MO	25,793	25,877	0%	84	1%
Camden County, MO	48,549	45,092	-1%	-3,457	-4%
Shelby County, MO	6,518	6,318	-2%	-200	0%
Morgan County, MO	21,318	21,362	0%	44	0%
Barren County, MO	18,055	18,095	-1%	-60	0%
Moniteau County, MO	14,722	15,026	2%	304	2%
Miller County, MO	21,025	21,471	2%	446	2%
Gasconade County, MO	16,135	16,002	-1%	-133	0%
Sullivan County, MO	6,388	6,194	-3%	-194	0%
Marion County, MO	10,212	10,090	-1%	-122	2%
Ralls County, MO	6,813	6,903	1%	90	1%
Orange County, MO	11,570	10,479	-1%	-1,091	0%
<b>SSA Total</b>	<b>224,206</b>	<b>225,151</b>	<b>0%</b>	<b>945</b>	<b>13.2%</b>
<b>Total Service Area</b>	<b>726,289</b>	<b>738,059</b>	<b>2%</b>	<b>11,771</b>	<b>100%</b>
Missouri	6	6	2%		
United States	322	334	4%		

- Two thirds of projected population growth is expected to occur in Boone County, and **only 13% across entire SSA**
- Boone County is 24.6% of the total service area population

# Projected Population Change 2015-2020



2015-2020 Change

Total Service Area	00-17	18-44	45-64	65+	Total
Boone County, MO	1,770	1,793	1,013	4,780	9,356
Callaway County, MO	(198)	(86)	(522)	1,073	267
Randolph County, MO	(238)	(189)	(387)	367	(447)
Macon County, MO	(91)	86	(291)	332	36
Audrain County, MO	46	194	(462)	409	187
Cooper County, MO	(31)	90	(242)	431	248
Saline County, MO	(28)	(76)	(430)	393	(141)
Linn County, MO	(180)	(13)	(370)	181	(382)
Cole County, MO	(47)	101	(923)	2,049	1,180
Pettis County, MO	38	159	(613)	615	199
Howard County, MO	16	109	(183)	200	142
Chariton County, MO	(18)	3	(213)	86	(142)
Monroe County, MO	(57)	146	(186)	270	173
Montgomery County, MO	(110)	(10)	(347)	242	(225)
<b>PSA Total</b>	<b>872</b>	<b>2,307</b>	<b>(4,156)</b>	<b>11,428</b>	<b>10,451</b>
<b>Secondary Service Area</b>					
Adair County, MO	(23)	49	(267)	343	102
Camden County, MO	(229)	284	(947)	1,220	328
Shelby County, MO	(48)	22	(211)	95	(142)
Morgan County, MO	(33)	100	(563)	469	(27)
Benton County, MO	(161)	106	(517)	480	(92)
Moniteau County, MO	(41)	113	(101)	247	218
Miller County, MO	(12)	243	(271)	571	531
Gasconade County, MO	(218)	(22)	(398)	302	(336)
Sullivan County, MO	(139)	(48)	(165)	70	(282)
Marion County, MO	(46)	70	(445)	658	237
Ralls County, MO	(58)	19	(151)	150	(40)
Osage County, MO	(189)	(58)	(147)	134	(260)
<b>SSA Total</b>	<b>(1,197)</b>	<b>878</b>	<b>(4,183)</b>	<b>4,739</b>	<b>237</b>
<b>Total Service Area</b>	<b>(325)</b>	<b>3,185</b>	<b>(8,339)</b>	<b>16,167</b>	<b>10,688</b>

Source: Truven Health Analytics

2015-2020 Change

Primary Service Area	2015 Estimate	2020 Projection	Absolute Change	Percent Change	Share of Growth
00-17	110,781	111,653	872	1%	6%
18-44	190,725	193,032	2,307	1%	16%
45-64	124,684	120,528	-4,156	-3%	0%
65+	71,910	83,338	11,428	16%	78%
<b>Total</b>	<b>498,100</b>	<b>508,551</b>	<b>10,451</b>	<b>2%</b>	<b>100%</b>

Source: Truven Health Analytics

- Boone County is the only county in the primary and secondary service areas to be growing across all age cohorts from 2015-2020
- The population of Boone county is expected to grow by 5% in the next 5 years

2015-2020 Change

Secondary Service Area	2015 Estimate	2020 Projection	Absolute Change	Percent Change	Share of Growth
00-17	46,578	45,381	-1,197	-3%	0%
18-44	68,386	69,264	878	1%	16%
45-64	61,816	57,633	-4,183	-7%	0%
65+	45,206	49,945	4,739	10%	84%
<b>Total</b>	<b>221,986</b>	<b>222,223</b>	<b>237</b>	<b>0%</b>	<b>100%</b>

Source: Truven Health Analytics

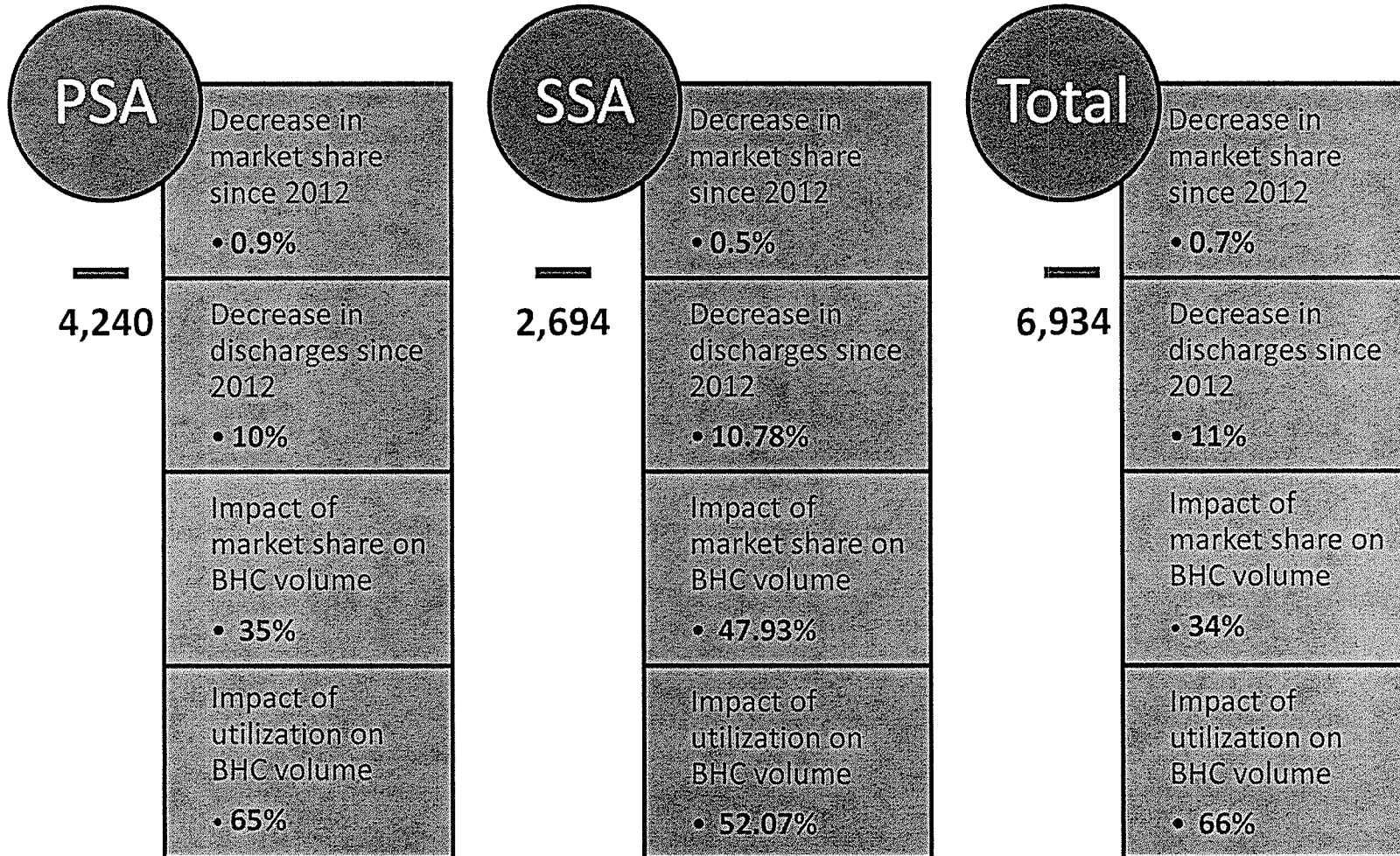
# Competition in PSA

- Decrease in market share and discharges could be due to the competition specifically from the University Hospital and Clinics
- Boone saw a **10% decrease in volume**, while the **University Hospital saw a growth of 14% in volume**
- The **University Hospital was the only hospital in the PSA and SSA to experience an increase in volume from 2012 to 2015**

Service Area	Hospital	Market Share				Volume				Percent Change in Volume
		2012	2013	2014	2015	2012	2013	2014	2015	
PSA	University Hospital and Clinics - Columbia, MO	27%	30%	32%	33%	16,838	18,112	18,634	19,201	14%
	Boone Hospital Center - Columbia, MO	25%	24%	24%	24%	15,711	14,632	13,885	14,121	-10%
	SSM Health St. Mary's Hospital - Jefferson City, MO	8%	7%	7%	8%	4,967	4,523	4,374	4,625	-7%
	Bothwell Regional Health Center - Sedalia, MO	6%	7%	7%	6%	3,947	3,963	3,862	3,409	-14%
	Capital Region Medical Center - Jefferson City, MO	6%	6%	6%	5%	4,033	3,773	3,374	2,994	-26%
	SSM Health St. Mary's Hospital - Audrain - Mexico, MO	3%	3%	3%	3%	2,122	1,967	1,862	1,803	-15%
	Fitzgibbon Hospital - Marshall, MO	3%	3%	3%	2%	2,078	1,846	1,691	1,430	-31%
	Moberly Regional Medical Center - Moberly, MO	4%	4%	3%	2%	2,708	2,192	1,510	1,161	-57%
	All Other PSA	16%	16%	16%	16%	9,931	9,957	9,592	9,351	-6%
Total	100%	100%	100%	100%	62,335	60,965	58,784	58,095	-7%	
SSA	Lake Regional Health System - Osage Beach, MO	17%	16%	15%	15%	5,313	4,615	4,145	4,435	-17%
	University Hospital and Clinics - Columbia, MO	11%	12%	14%	14%	3,438	3,611	3,808	4,001	16%
	Hannibal Regional Hospital - Hannibal, MO	11%	11%	11%	11%	3,428	3,230	3,162	3,085	-10%
	SSM Health St. Mary's Hospital - Jefferson City, MO	10%	9%	8%	9%	3,047	2,712	2,338	2,540	-17%
	Capital Region Medical Center - Jefferson City, MO	8%	8%	8%	7%	2,596	2,364	2,252	2,157	-17%
	Northeast Regional Medical Center - Kirksville, MO	7%	7%	7%	6%	2,264	2,007	1,909	1,814	-20%
	Boone Hospital Center - Columbia, MO	7%	6%	6%	6%	2,075	1,770	1,737	1,747	-16%
	Bothwell Regional Health Center - Sedalia, MO	4%	5%	5%	4%	1,347	1,357	1,305	1,226	-9%
	All Other SSA	25%	27%	27%	27%	7,955	8,025	7,504	7,764	-2%
Total	100%	100%	100%	100%	31,463	29,691	28,160	28,769	-9%	
Grand Total		100%	100%	100%	93,798	90,656	86,944	86,864	-7%	



# PSA, SSA, and Total Utilization Trends



61% of the total decline in discharges within BHC's service area from 2012 to 2015 was from within BHC's PSA. BHC pulls 89% of its service area inpatients from its PSA.

# Counties Driving Volume Change in PSA

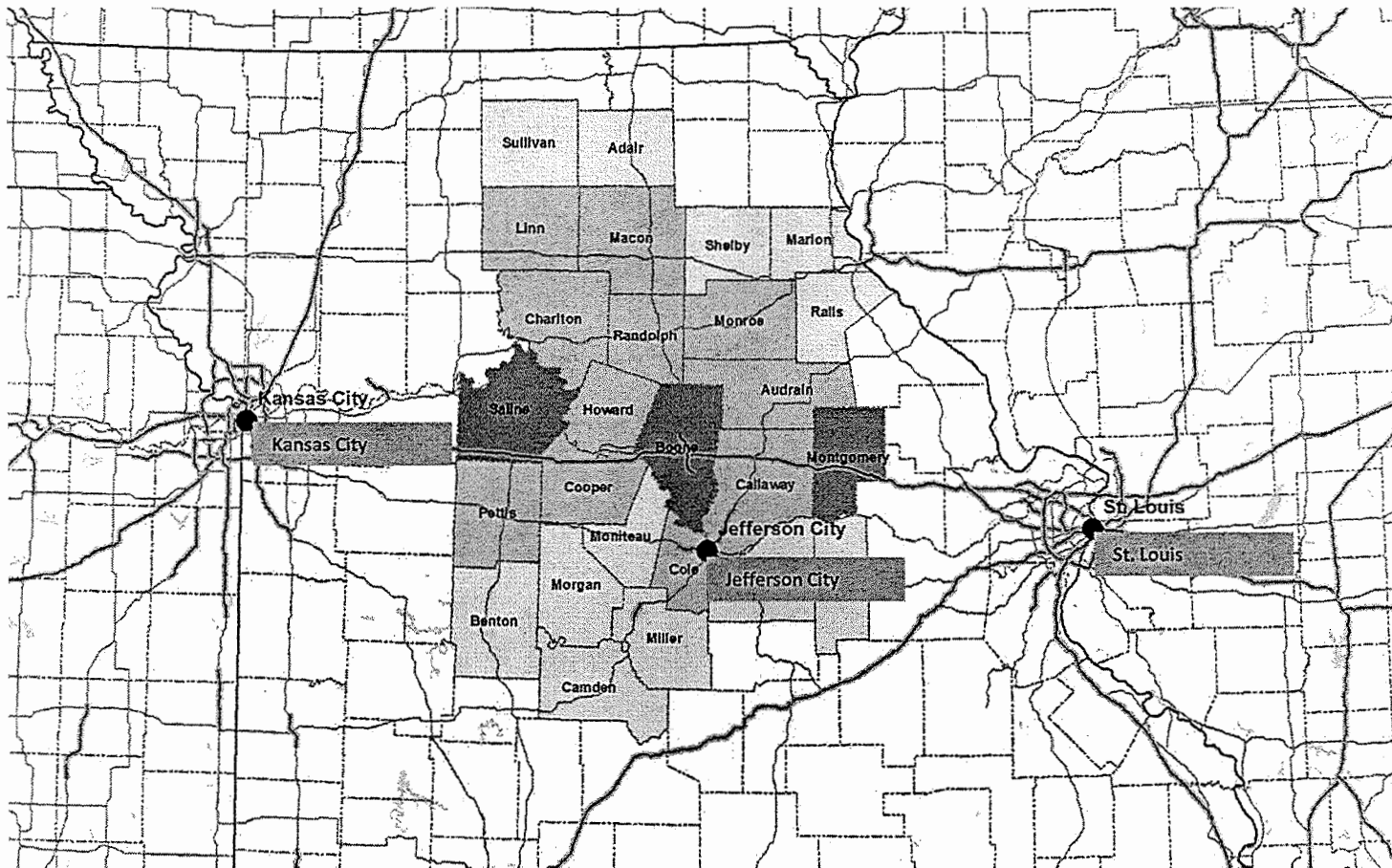
Boone	Montgomery	Saline
Change in county discharges • -103	Change in county discharges • -185	Change in county discharges • -805
Decrease in market share since 2012 • 6%	Decrease in market share since 2012 • 6%	Decrease in market share since 2012 • 2%
Decrease in discharges since 2012 • 14%	Decrease in discharges since 2012 • 38%	Decrease in discharges since 2012 • 29%
Impact of market share on BHC volume • 96.29%	Impact of market share on BHC volume • 83.42%	Impact of market share on BHC volume • 37%
Impact of utilization on BHC volume • 3.71%	Impact of utilization on BHC volume • 16.58%	Impact of utilization on BHC volume • 63%


Boone, Montgomery and Saline Counties comprise 90% of BHC's decrease in admissions from its PSA from 2012 to 2015 with Boone alone responsible for nearly 65% of the decrease in BHC inpatient volume from the PSA.



# PSA Geography and Market Share

- Montgomery and Saline, two counties besides Boone that are **losing significant market share** and are experiencing **large decreases in discharges**, are both on the **outskirts of the PSA area**. Saline is placed directly between Kansas City and Boone county, and Montgomery is directly between St. Louis and Boone county. Together these counties represent **15.7%** of the estimated decrease in discharges in the total service area, and **25.8%** of estimated decrease in discharges for the PSA.



 Counties that are losing significant market share, and experiencing large decreases in discharges

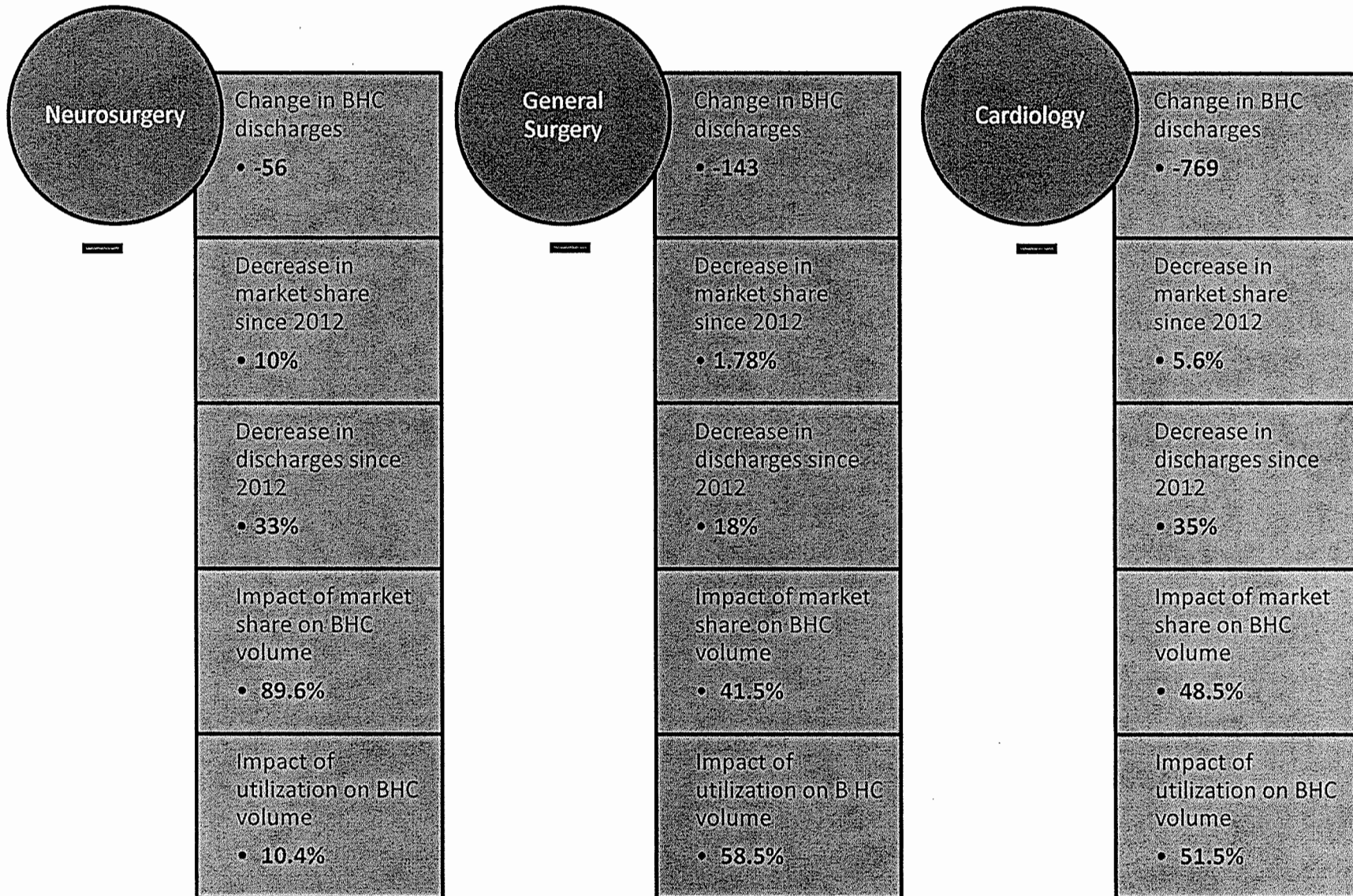
# Key Findings

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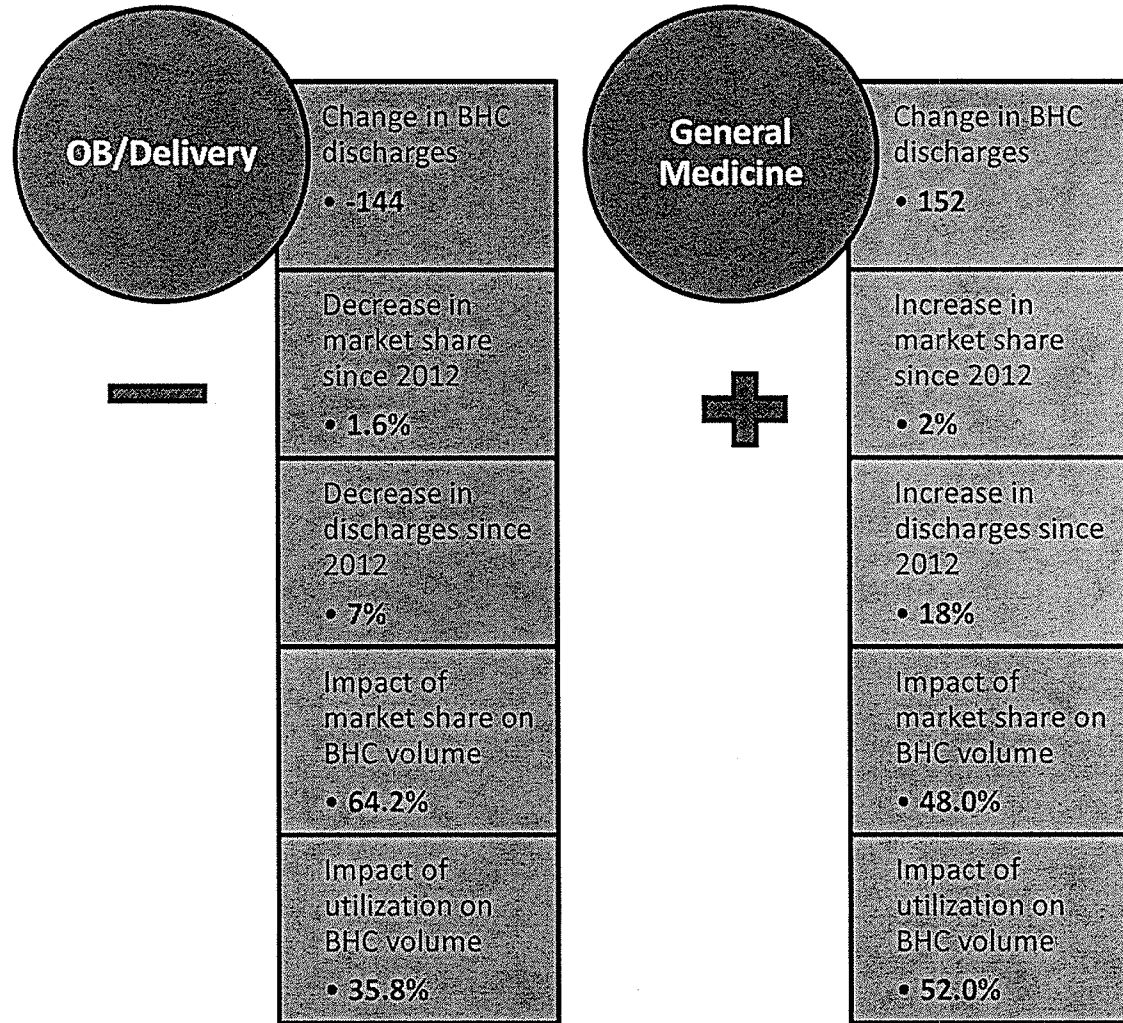
- The population of Boone County is expected to grow by 5% over the next five years
- Boone County is the only county in BHC's service area with projected growth across all age cohorts
- BHC has experienced significant decline in Boone County inpatient market share (6%) and discharges (14%) since 2012
- For BHC, 96% of the decline in discharges from Boone County is due to a decline in market share, with the other 4% due to utilization
- BHC's competitive position in Boone County is a significant risk to BHC's volume and revenue
  - **53.8%** of BHC's decline in discharges from 2012 to 2015 came from Boone County
- In terms of service lines, Cardiology, Neurosurgery, General Surgery, and OB/Delivery have all seen significant decreases in market share

# PSA and SSA Inpatient Market Share Analysis

# Key Services in PSA



# Key Services in PSA (cont.)



Four of these services (neuro, general surgery, cardiology, OB/delivery) represent nearly 70% of the decrease in BHC discharges within the PSA.

# General Medicine DRGs

The following DRGs are included in the General Medicine Service line.

---

Non-malignant breast disorders

---

Postoperative and post-traumatic infections

---

Fever

---

Viral Illness

---

Other infectious and Parasitic Diseases Diagnoses

---

Septicemia or Severe Sepsis

---

Allergic Reactions

---

Poisoning and Toxic Effects of Drugs

---

Complications of Treatment

---

Other Injury, Poisoning and Toxic Effect Diagnosis

---

Rehabilitation

---

Signs and Symptoms

---

Aftercare

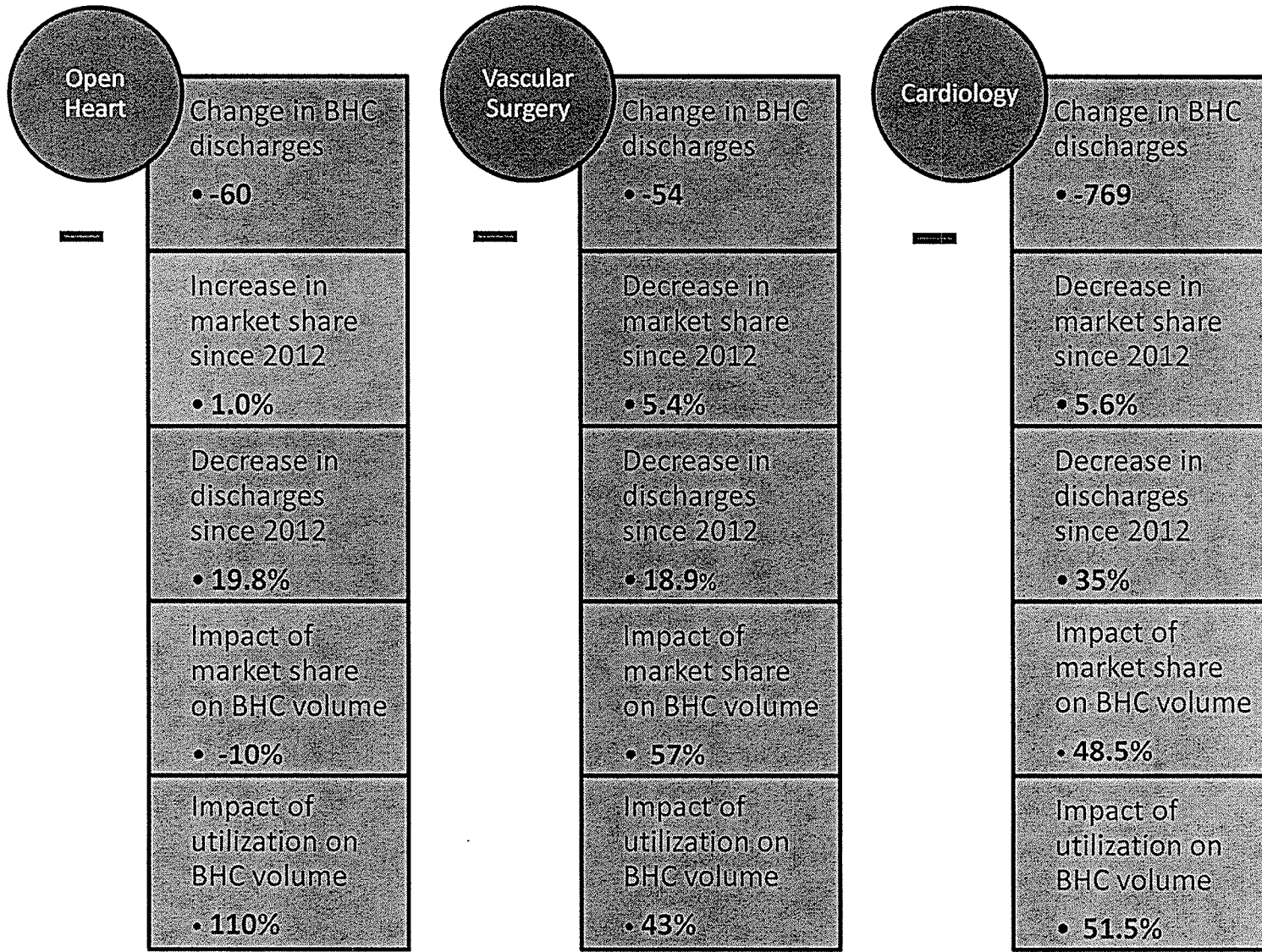
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Other Factors Influencing Health Status

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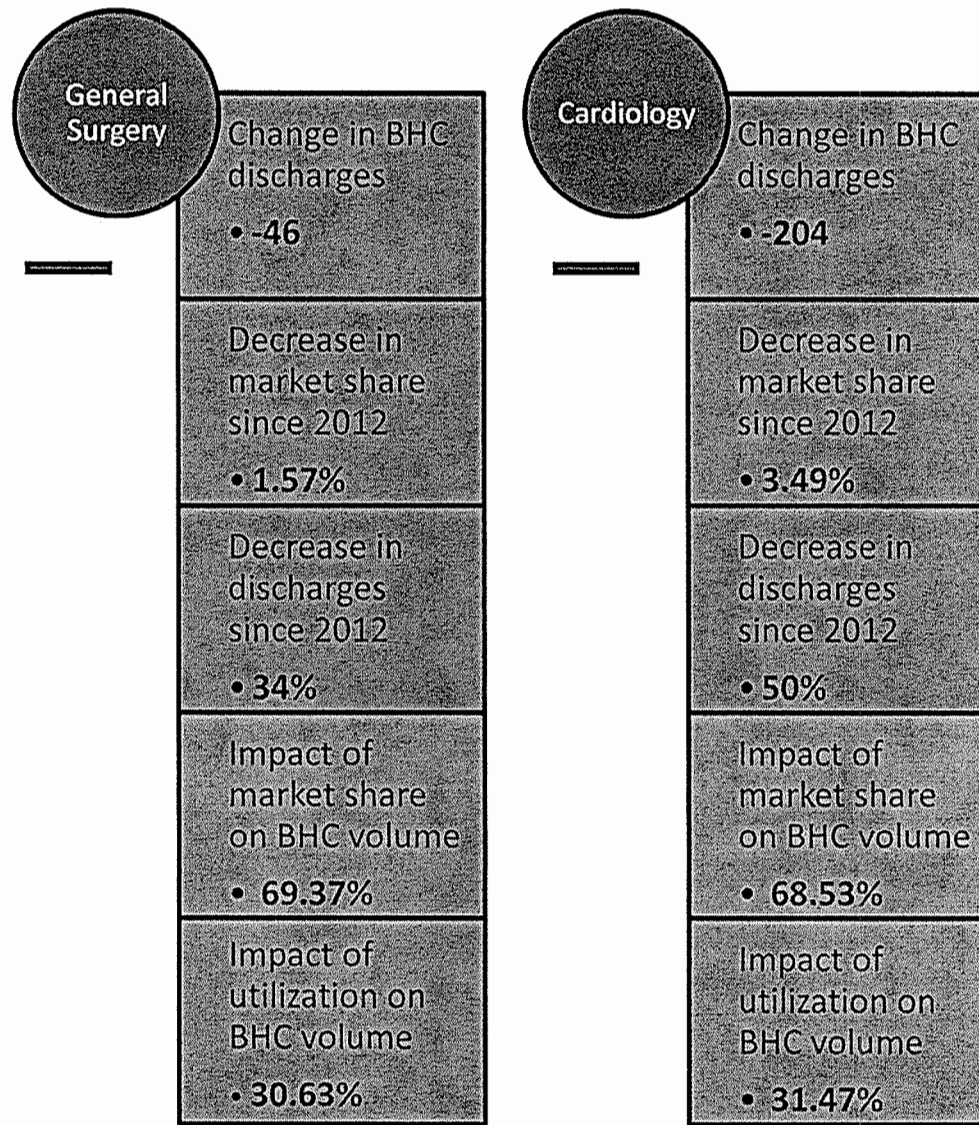


# Cardiology Services in PSA



These services represent 55.5% of the change in BHC discharges in the PSA.

# Cardiology and General Surgery in SSA



These services represent **76.2%** of the change in BHC discharges in the SSA.



# Key Findings

---

- **PSA**
  - The geographic locus of the decrease in PSA discharges was driven by **Boone, Montgomery, and Saline County – 90% of the PSA utilization decrease between 2012 and 2015**
  - Service line drivers of service volume change at BHC were **Cardiology, Neurosurgery, General Surgery and OB/Delivery – which together comprise nearly 70% of decline** in BHC discharges from PSA
  - **55.5%** of BHC's decrease in PSA volumes came from **cardiology, vascular and open heart**
- **SSA**
  - There were **no strong geographic drivers** of utilization change in the SSA – declines were widely distributed across SSA counties
  - Service line drivers of change were **Cardiology and General Surgery, which together comprised 76% of BHC's SSA volume decline**

# Operational Analysis

# Operational Glossary

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- **ED** – Emergency Department
- **ALOS** – Average Length of Stay
- **AOB** – Adjusted Occupied Bed
- **FTE** – Full Time Equivalent
- **HCAHPS** – Hospital Consumer Assessment of Healthcare Providers and Systems, a system to measure patient satisfaction
- **CMI** – Case Mix Index, adjusts for case acuity
- **WI** – Wage Index, adjusts for labor rates
- **CAGR** – Compound Annual Growth Rate

# Utilization Statistics

- Peak service volumes for BHC were achieved all prior to 2013
- With the exceptions of outpatient surgery, deliveries, and ED visits, key services grew from 2014 to 2015—albeit not returning to peak volumes achieved previously
- All services except those having to do with patient days decreased from 2015 to 2016

Statistic	Years Ended December 31,												Change Since Peak	Percent Change Since Peak
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016 Annualized		
Admissions	16,834	17,560	17,439	16,620	17,162	16,890	17,288	16,932	15,363	14,951	15,251	15,048	(2,512)	-14%
Patient Days	82,918	84,823	81,182	75,098	75,157	74,976	75,991	72,185	65,667	64,453	64,591	66,347	(18,477)	-22%
Average Daily Census	227	232	222	206	206	205	208	198	180	177	177	181.77	(51)	-22%
ALOS	4.93	4.83	4.66	4.52	4.38	4.44	4.40	4.26	4.27	4.31	4.24	4.41	(0.52)	-10%
Surgeries														
Inpatient	4,961	5,318	5,640	5,784	6,351	6,017	6,061	5,822	5,414	5,291	5,415	5,415	(936)	-15%
Outpatient	6,299	6,250	6,831	6,669	5,920	5,975	6,672	7,568	8,040	7,748	7,023	6,672	(1,368)	-17%
Deliveries	2,040	2,000	2,125	2,015	1,913	1,909	2,133	2,141	2,187	2,178	2,015	1,998	(189)	-9%
Emergency Room Visits	29,880	30,928	31,308	32,413	32,813	32,232	32,568	31,898	30,348	30,554	30,292	29,495	(3,319)	-10%
Employed Staff (FTEs)	1,637	1,628	1,651	1,628	1,549	1,536	1,582	1,581	1,507	1,494	1,512	1,491	(160)	-10%
Agency Staff (FTEs)	21	27	22	17	5	3	31	20	25	43	41	40.5	(3)	-6%
FTEs per Adjusted Bed	4.92	4.89	4.92	5.04	4.88	4.76	4.84	4.96	4.88	4.73	4.86	4.73	(0.31)	-6%

	Peak year for revenue drivers
	Peak year for efficiency and cost drivers
	Low point year for FTE per Adjusted Occupied Bed

# Utilization Statistics (cont.)

- Outpatient Surgeries and deliveries showed **overall growth through 2015**, however, **BHC shows declines across all key services from 2012 to 2015**
- FTEs per AOB have declined in recent years, a positive indicator of efficiency
- Management has reduced FTEs per AOB during the first 10 months of FY 2016 below FY 2015 results
- **\*\*Note 2016 is annualized from August**

Statistic	CAGR			
	'05 to '15	'10 to '15	'12 to '15	'12 to '16
Admissions	-1%	-2%	-3%	-3%
Patient Days	-2%	-3%	-4%	-2%
Average Daily Census	-2%	-3%	-4%	-2%
<b>Surgeries</b>				
Inpatient	1%	-2%	-2%	-2%
Outpatient	1%	3%	-2%	-3%
<b>Deliveries</b>				
	0%	1%	-2%	-2%
<b>Emergency Room Visits</b>				
	0%	-1%	-2%	-2%
<b>FTEs per Adjusted Occupied Bed</b>				
	0%	0%	-1%	-1%

	Decrease in growth rate for cost drivers
	Increase in growth rate for revenue drivers
	Decrease in growth rate for revenue drivers

# Quality Scores Official HCAHPS

- According to official HCAHPS scores Boone is **outperforming the University Hospital** in all categories except “staff always explaining medications”, “room and bathroom were always clean”, and “area around the room was always quiet at night”. Boone is also **outperforming the state average** in all categories except “staff always explaining medications”, and “room and bathroom were always clean”.

BHC: HCAHPS Survey question	Patients Reported Top Metric	Missouri Average	National Average
Nurses communicated well	83%	79%	80%
Doctors communicated well	83%	82%	82%
Help received quickly	68%	67%	68%
Pain controlled well	73%	70%	71%
Staff explained medicines	61%	64%	65%
Room and bath kept clean	71%	73%	74%
Area quiet at night	64%	63%	62%
Given discharge instructions	88%	87%	87%
Patient understood care	57%	52%	52%
Overall hospital rating of 9 or 10	78%	71%	72%
Would recommend hospital	82%	69%	71%
<b>Summary Star Rating</b>	★★★★☆		

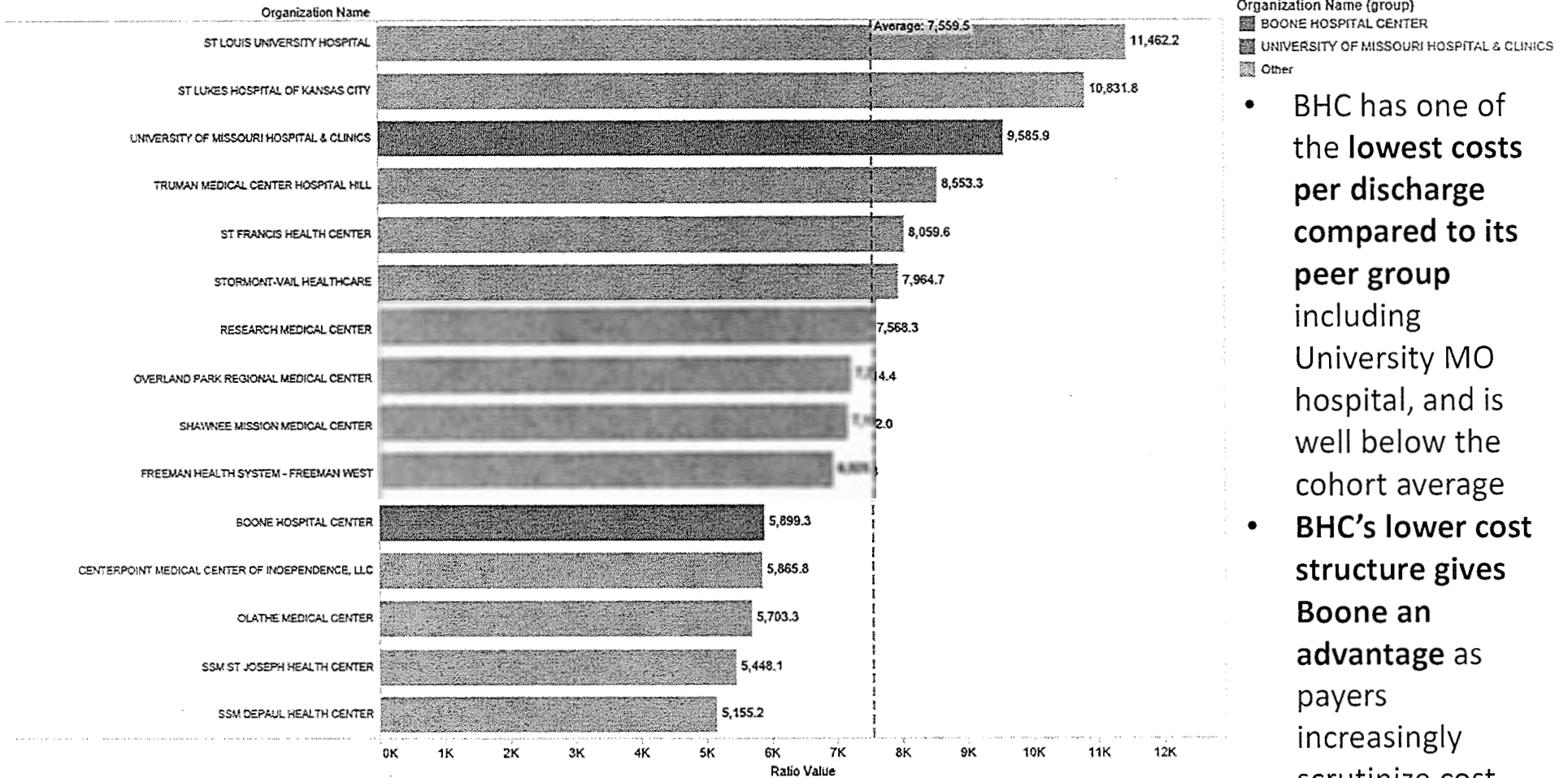
University of Missouri Health Care: HCAHPS Survey question	Patients Reported Top Metric	Missouri Average	National Average
Nurses communicated well	79%	79%	80%
Doctors communicated well	78%	82%	82%
Help received quickly	67%	67%	68%
Pain controlled well	71%	70%	71%
Staff explained medicines	64%	64%	65%
Room and bath kept clean	77%	73%	74%
Area quiet at night	69%	63%	62%
Given discharge instructions	86%	87%	87%
Patient understood care	53%	52%	52%
Overall hospital rating of 9 or 10	76%	71%	72%
Would recommend hospital	76%	69%	71%
<b>Summary Star Rating</b>	★★★☆☆		

	Better than Competition
	Worse than State and National Average
	Worse than National but as Good as State

- BHC has a **higher star summary rating** than University Hospital

# Benchmarks: Cost per Discharge

KS & MO Urban, Teaching, with Greater than 200 Beds, in a System for 2015 Cost per Discharge Adj CMI & WI



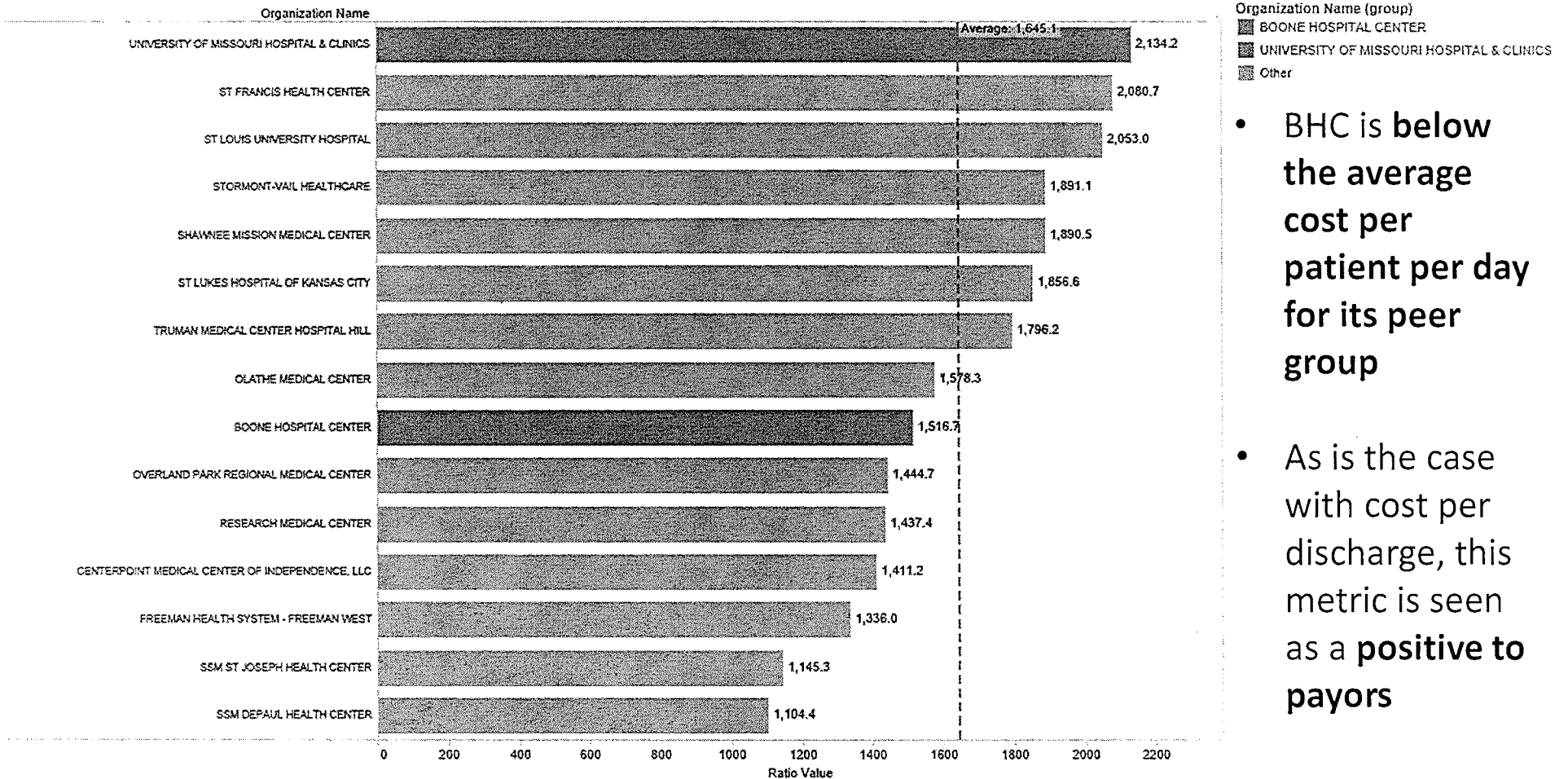
Sum of Ratio Value for each Organization Name. Color shows details about Organization Name (group). The marks are labeled by sum of Ratio Value. The data is filtered on Rural Urban, System Status, Teaching Status, Type, Metric, Year, State, sum of Facility Beds excl Nursery and sum of Hospital Beds excl Nursery. The Rural Urban filter keeps Urban. The System Status filter keeps System. The Teaching Status filter keeps Non Teaching and Teaching. The Type filter keeps STAC. The Metric filter keeps Cost per Discharge Adj CMI & WI. The Year filter keeps 2015. The State filter keeps KS and MO. The sum of Facility Beds excl Nursery filter ranges from 1 to 477 and keeps Null values. The sum of Hospital Beds excl Nursery filter ranges from 200 to 421 and keeps Null values.

Organization Name (group)  
 ■ BOONE HOSPITAL CENTER  
 ■ UNIVERSITY OF MISSOURI HOSPITAL & CLINICS  
 ■ Other

- BHC has one of the **lowest costs per discharge** compared to its **peer group** including University MO hospital, and is well below the cohort average
- **BHC's lower cost structure gives Boone an advantage** as payers increasingly scrutinize cost relative to patient outcome

# Benchmarks: Cost per Patient per Day

KS & MO Urban, Teaching, with Greater than 200 Beds, in a System for 2015 Cost per Patient Day Adj CMI & WI



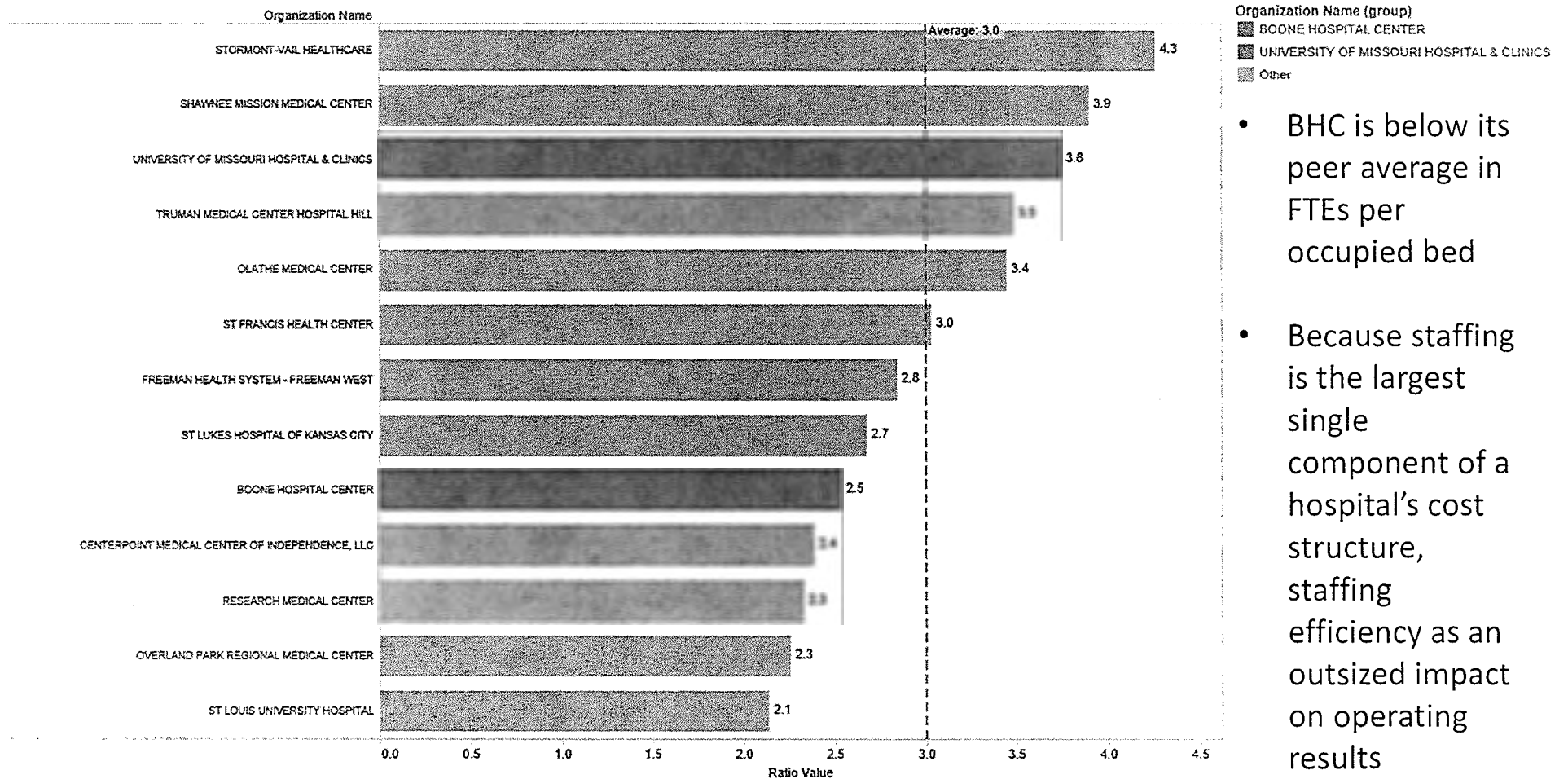
- BHC is **below** the average cost per patient per day for its peer group
- As is the case with cost per discharge, this metric is seen as a **positive to payors**

Sum of Ratio Value for each Organization Name. Color shows details about Organization Name (group). The marks are labeled by sum of Ratio Value. The data is filtered on Rural Urban, System Status, Teaching Status, Type, Metric, Year, State, sum of Facility Beds excl Nursery and sum of Hospital Beds excl Nursery. The Rural Urban filter keeps Urban. The System Status filter keeps System. The Teaching Status filter keeps Non Teaching and Teaching. The Type filter keeps STAC. The Metric filter keeps Cost per Patient Day Adj CMI & WI. The Year filter keeps 2015. The State filter keeps KS and MO. The sum of Facility Beds excl Nursery filter ranges from 1 to 477 and keeps Null values. The sum of Hospital Beds excl Nursery filter ranges from 200 to 421 and keeps Null values.



# Benchmarks: FTE per Occupied Bed

KS & MO Urban, Teaching, with Greater than 200 Beds, in a System for 2015 FTE's per Occupied Bed Adj CMI






- BHC is below its peer average in FTEs per occupied bed
- Because staffing is the largest single component of a hospital's cost structure, staffing efficiency as an outsized impact on operating results

Sum of Ratio Value for each Organization Name. Color shows details about Organization Name (group). The marks are labeled by sum of Ratio Value. The data is filtered on Rural Urban, System Status, Teaching Status, Type, Metric, Year, State, sum of Facility Beds excl Nursery and sum of Hospital Beds excl Nursery. The Rural Urban filter keeps Urban. The System Status filter keeps System. The Teaching Status filter keeps Non Teaching and Teaching. The Type filter keeps STAC. The Metric filter keeps FTE's per Occupied Bed Adj CMI. The Year filter keeps 2015. The State filter keeps KS and MO. The sum of Facility Beds excl Nursery filter ranges from 1 to 477 and keeps Null values. The sum of Hospital Beds excl Nursery filter ranges from 200 to 421 and keeps Null values.

# Boone Surgical Services (cont.)

- Orthopedics has the largest growth of 9.46% between 2012 and 2015, and is the only surgical service to have continuous growth every year
- Orthopedics – Joint has also grown with a rate of 4.4% between 2012 and 2015, but experienced a 0.37% decline between 2014 and 2015

Change in Volume	Years				Change in Volume 12-'15	CAGR		Percent of Volume 2015
	2012	2013	2014	2015		12-'15	14-'15	
Orthopedics - Joint	1408	1502	1614	1602	194	4.40%	-0.37%	29.68%
Orthopedics	488	552	586	640	152	9.46%	4.51%	11.86%
Cardiothoracic	669	683	707	677	8	0.40%	-2.14%	12.54%
Pediatric Dentistry	0	0	0	0	0	0.00%	0.00%	0.00%
Ophthalmology	3	2	2	2	-1	-12.64%	0.00%	0.04%
Pain Management	1	0	0	0	-1	-100.00%	0.00%	0.00%
Ear, Nose & Throat	42	28	27	40	-2	-1.61%	21.72%	0.74%
Oral Surgery	18	15	24	15	-3	-5.90%	-20.94%	0.28%
Plastics	57	39	52	32	-25	-17.51%	-21.55%	0.59%
Urology	337	342	274	292	-45	-4.67%	3.23%	5.41%
General Surgery	780	714	639	716	-64	-2.81%	5.85%	13.27%
Neurosurgery	285	266	218	220	-66	-8.37%	0.46%	4.08%
Vascular	469	390	429	381	-88	-6.69%	-5.76%	7.06%
Gynecology	234	155	123	103	-131	-23.93%	-8.49%	1.91%
Orthopedics - Spine	846	563	574	677	-169	-7.16%	8.60%	12.54%
<b>Total</b>	<b>5638</b>	<b>5251</b>	<b>5269</b>	<b>5397</b>	<b>-241</b>	<b>-1.45%</b>	<b>1.21%</b>	<b>100.00%</b>

 peak year  
 growth in service  
 decline in service

# Key Findings: Boone Surgical Services

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- Total surgical services have decreased at BHC by a CAGR of (1.45%) from 2012 to 2015
- Orthopedic surgeries, including joint and spine, make up 54% of surgical volumes
- With the exception of orthopedic spine surgery, orthopedic surgeries have show strong growth of 9.5% CAGR for orthopedic and 4.4% CAGR for joints from 2012 through 2015
- Orthopedic spine volumes declined by a CAGR of -7.2% for the same period
  - However, spine cases rebounded by 8.6% between 2014 and 2015
- Gynecology comprised just 1.9% of surgical services volume in 2015, after declining by a CAGR of -23.9% from 2012 to 2015
  - The decrease in discharges for gynecology accounted for 54% of the total decrease in discharges across all surgical services from 2012 – 2015

# Key Findings

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- Volume declines in key services began prior to 2015
- BHC competes well on key quality metrics and outperforms its major competitor on most HCAHPS indicators
- Surgical volume trends are specialty-specific with significant variance in trend direction and velocity
- BHC compares well versus peers on key 2015 operating efficiency metrics:
  - Cost per discharge, CMI and WI adjusted
  - Cost per patient day, CMI and WI adjusted
  - FTEs per AOB, CMI adjusted

# Financial Analysis

# Financial Glossary

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- **EBITDA** – Earnings Before Interest, Tax, Depreciation and Amortization, a proxy for cash flow for entities paying taxes
- **EBIDA** – Earnings Before Interest, Depreciation and Amortization, a proxy for cash flow
- **MADS** – Maximum Annual Debt Service
- **YTD** – Year-to-Date
- **FY** – Fiscal Year
- **Ann.** – Annualized based upon partial year results
- **CAGR** – Compound Annual Growth Rate
- **DSCR** – Debt Service Coverage Ratio or EBIDA/Annual Principal and Interest

# Fitch Rating Report: Key Rating Drivers

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- **2016 Bonds Rated “A” with negative outlook – June 2016**
- **WEAKENED OPERATING PROFITABILITY:** The Negative Outlook reflects BHC's weakened operating profitability in fiscal 2015. Prior to fiscal 2015, the hospital's operating profitability had been consistently robust, with operating EBITDA margin averaging 15.4% between fiscal years 2009 and 2014.
- **Operating EBITDA margin decreased** to 7% in fiscal 2015, comparing unfavorably to Fitch's 'A' category median of 10.3%.
- The weakened operating profitability primarily reflects **increased competition** from a new ambulatory surgical center, **increased nursing costs** and staffing ratios as well as **increased supplies expense**.
- Management has taken steps to address these issues. **Operating EBITDA margin improved to 10.2%** in the three-month interim period ending March 31, 2016 (the interim period), however interim results are in line with interim results achieved in fiscal 2015.

# Fitch Rating Report: Rating Sensitivities

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- **(Debt Service) Coverage metrics materially compressed in fiscal 2015**, reflecting the weakened profitability. MADS decreased from \$10 million to \$7.4 million in fiscal 2016.
  - **BHC's debt burden is now light** with MADS equal to 2.4% of fiscal 2015 operating revenue.
  - **MADS coverage by EBITDA decreased to 2.9x** in fiscal 2015 and was weak relative to Fitch's 'A' category median of 4.2x. MADS coverage improved to 4.3x in the three-month interim period.
  - **Note: Stroudwater calculates DSCR for BHC and BOT consolidated at 4.8x for nine months YTD.**
- **AFFILIATION WITH BJC:** Fitch views BHC's strong affiliation with BJC as a primary credit strength.
- **LEASE STRUCTURE RISK:** The hospital lease does not extend through the maturity of the bonds, which Fitch views as a credit risk.
- **FAVORABLE SERVICE AREA CHARACTERISTICS:** BHC maintains a strong market share in a service area that features a stable and diverse economy with low unemployment.
- **SOLID LIQUIDITY METRICS:** Unrestricted cash and investments increased 6.5% since Fitch's last review. Liquidity metrics are solid with 189.9 days cash on hand.



# Fitch Rating Sensitivities, cont.

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- **RATE COVENANT VIOLATION:** Per the rate covenant calculation, board of trustees' (BOT's) debt service coverage decreased to 0.84x in fiscal 2015, which is below the minimum required 1.0x while the lease is in force.
- **The rate covenant does not reflect the total cash flow generated by BHC, which as noted above, provided for MADS coverage of 2.9x in fiscal 2015.**

# Moody's Investor Service

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- **Moody's downgraded BHC's \$91.9M in fixed rate debt to "Baa1" from "A3."**
- **Moody's assigned a stable outlook for the bonds.**
- The Baa1 rating reflects an unexpected decline in financial performance in FY 2015 after several years of stronger operations, a result of intensifying competition and increasing losses associated with a growing employed-physician enterprise.
- Longer term uncertainty is present as the Board of Trustees of Boone County Hospital (the obligor on the bonds) recently issued a Request for Proposal to consider all options for future partners.
- These challenges are offset by the tertiary service array offered by the hospital, expense management actions to improve financial performance and maintenance of an adequate liquidity position.
- The long history of better financial performance is also an indication that future performance can improve. The conservative fixed rate debt structure also helps offset mitigate some of the risks of operating performance.

## Rating Outlook

- The stable outlook reflects our expectation for improved financial performance in FY 2016 over FY 2015 results due to cost containment strategies to preserve operating performance. Inability to show improvement may put pressure on the rating or outlook.

## Factors That Could Lead to an Upgrade

- Improved and durable operating cash flow margins
- Significantly improved liquidity position

## Factors That Could Lead to a Downgrade

- Inability to improve performance that results in weaker margins and reduced lease payments to the Board, thinner balance sheet and debt service coverage
- **Continued decline in patient volumes or material market share loss**
- Increase in debt or equivalents without commensurate increase in cash flow and cash
- Change in management or lease arrangements of BHC that disrupts financial performance or impairs debt service coverage

# Historical BHC Financial Results



- BHC's top line revenue growth has been anemic. Management has done a good job managing expenses in light of this overarching constraint.
- Margins have rebounded strongly in FY 2016 through nine months, while remaining below their peak in FY 2014. BHC's balance sheet continues to show improvement even without the benefits of consolidation with the Board of Trustees balance sheet.

BHC	Performance Metrics						2016 9 Mos. FY '11-'15	FY '11-'16	Trends:		
		2011	2012	2013	2014	2015	YTD Ann.	CAGR	Ann. CAGR	'11-'15	'11-'16
	Net Patient Service Revenue (\$000's)	291,207	298,792	288,221	300,309	298,239	297,600	1%	0%	▲	▼
	Other Operating Revenue (\$000's)	6,248	6,528	9,913	8,725	8,011	3,867	6%	-9%	▲	▼
	Total Operating Revenue (\$000's)	297,455	305,320	298,134	309,034	306,250	301,467	1%	0%	▲	▼
	Total Operating Expense (\$000's)	285,146	290,812	288,375	292,409	308,512	297,177	2%	1%	▲	▲
	Salary, Wages & Benefits as % of Net Patient Revenue	45.4%	45.2%	47.6%	46.0%	49.0%	37.5%	2%	-4%	▲	▼
	Depreciation as a % of Net Patient Revenue	6.5%	5.4%	5.0%	5.5%	6.1%	6.9%	-2%	1%	▼	▲
	Total Operating Expense as % of Net Patient Revenue	95.9%	95.2%	96.7%	94.6%	100.7%	98.6%	1%	1%	▲	▲
	Operating EBIDA (\$000's)	35,884	36,458	29,500	38,002	20,398	29,932	-13%	-4%	▼	▲
	Operating EBIDA Margin(%)	12.1%	11.9%	9.9%	12.3%	6.7%	9.9%	-14%	-4%	▼	▲
	Income from Operations (\$000's)	12,309	14,508	9,759	16,625	(2,262)	4,290	N/A	-19%	▼	▲
	Operating Margin (%)	4.1%	4.8%	3.3%	5.4%	-0.7%	1.4%	N/A	-19%	▼	▲
	Excess of Revenue Over Expenses (\$000's)	6,539	9,149	7,579	13,493	(5,348)	5,939	N/A	-2%	▼	▲
	Excess Margin (%)	2.2%	3.1%	2.6%	4.4%	-1.8%	2.0%	N/A	-3%	▼	▲
	Cash and Investments, End of Period (\$000's)	50,762	58,406	55,787	63,047	61,840	59,647	5%	3%	▲	▲
	Days Cash on Hand	70	78	74	84	78	79	3%	2%	▲	▲
	Debt to Total Capitalization (%)	48.9%	45.8%	43.5%	40.2%	39.4%	38.1%	-5%	-5%	▼	▼
	Debt Service Coverage (x)	3.53	3.13	2.84	3.65	2.58	4.23	-6%	4%	▼	▲

# Historical BHC & BOT Consolidated Results

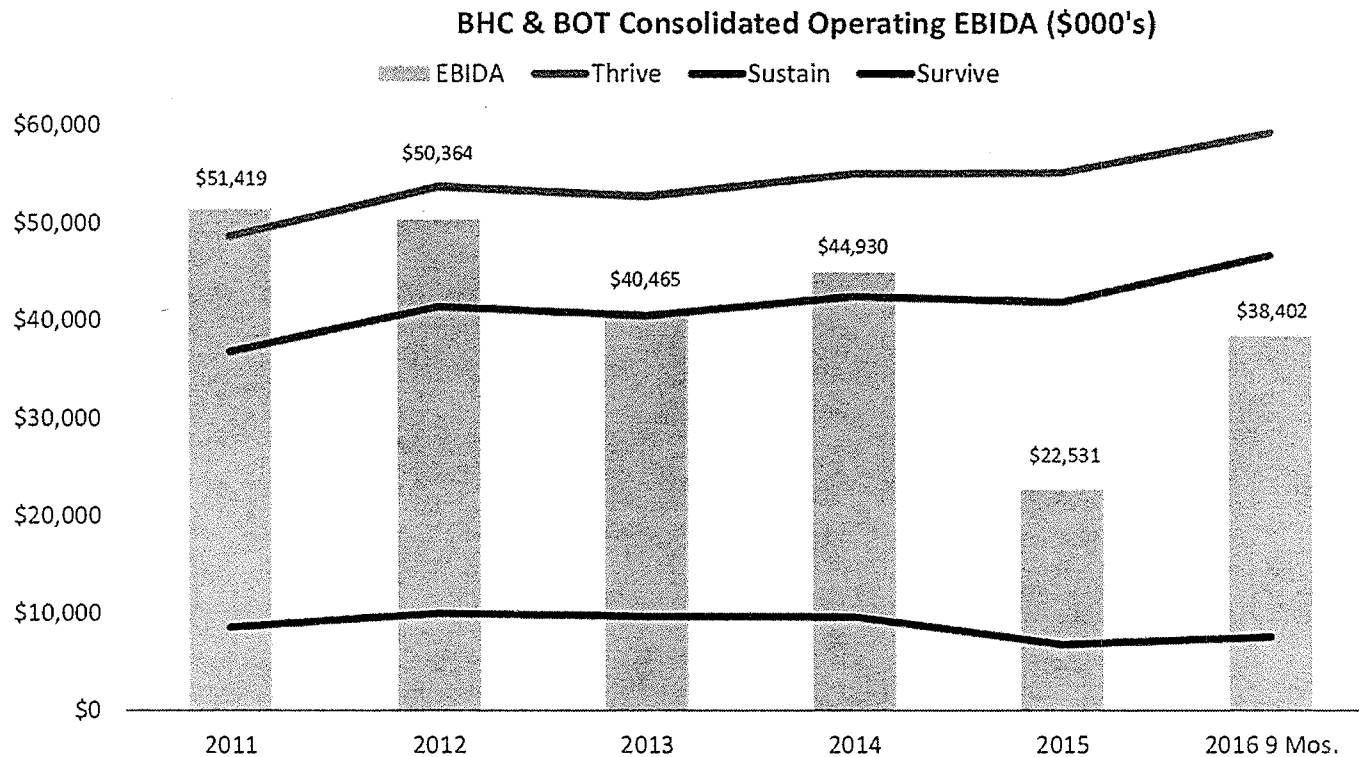


- On a consolidated basis, EBIDA margin has rebounded well through 10 months YTD annualized 2016. Balance sheet trends are generally neutral to positive, liquidity position is healthy, leverage is modest and debt service coverage on a consolidated basis recovering well.

## Financial and Operating Results Summary

BHC & BOT Consolidated						2016 9 Mos FY '11-'15 FY '11-'16				Trends:	
Performance Metrics	2011	2012	2013	2014	2015	YTD Ann.	CAGR	Ann. CAGR	'11-'15	'11-'16	
Net Patient Service Revenue (\$000's)	291,207	298,792	288,221	300,309	298,239	297,600	1%	0%	▲	▼	
Other Operating Revenue (\$000's)	23,017	21,220	21,658	21,291	17,446	13,986	-7%	-9%	▼	▼	
<b>Total Operating Revenue (\$000's)</b>	<b>314,224</b>	<b>320,012</b>	<b>309,879</b>	<b>321,600</b>	<b>315,685</b>	<b>311,586</b>	<b>0%</b>	<b>0%</b>	<b>▲</b>	<b>▼</b>	
Total Operating Expense (\$000's)	295,401	307,387	305,593	313,983	331,434	315,304	3%	1%	▲	▲	
Salary, Wages & Benefits as % of Net Patient Revenue	34.7%	35.3%	36.8%	35.3%	38.4%	37.5%	3%	2%	▲	▲	
Depreciation as a % of Net Patient Revenue	8.1%	8.8%	8.9%	9.1%	9.8%	11.0%	5%	6%	▲	▲	
Total Operating Expense as % of Net Patient Revenue	99.9%	100.9%	104.2%	101.5%	107.5%	104.5%	2%	1%	▲	▲	
Operating EBIDA (\$000's)	51,419	50,364	40,465	44,930	22,531	38,402	-19%	-6%	▼	▲	
Operating EBIDA Margin(%)	16.4%	15.7%	13.1%	14.0%	7.1%	12.3%	-19%	-6%	▼	▲	
Income from Operations (\$000's)	18,823	12,625	4,287	7,617	(15,749)	(3,717)	N/A	-172%	▼	▲	
Operating Margin (%)	6.3%	4.1%	1.4%	2.5%	-5.1%	-1.2%	N/A	-172%	▼	▲	
Excess of Revenue Over Expenses (\$000's)	15,273	10,807	2,390	9,370	(14,927)	(2,047)	N/A	-167%	▼	▲	
Excess Margin (%)	4.9%	3.4%	0.8%	2.9%	-4.7%	-0.7%	N/A	-167%	▼	▲	
Cash and Investments, End of Period (\$000's)	132,415	135,634	134,533	142,787	141,891	135,221	2%	0%	▲	▲	
Days Cash on Hand	181	180	179	188	178	177	0%	0%	▼	▼	
Debt to Total Capitalization (%)	30.0%	28.3%	27.4%	25.9%	25.5%	25.4%	-4%	-3%	▼	▼	
Debt Service Coverage (x)	5.1	4.3	3.5	4.4	2.8	4.8	-11%	-1%	▼	▼	

# BHC & BOT Operating Performance Trajectory



Operating EBIDA for partial YTD results, annualized, has rebounded nicely from FY 2015 levels. However, given BHC's competitive market, it will be critical for operating cash flows to reach and exceed the "sustain" threshold of performance for BHC to secure its market position.

EBIDA = Thrive: 4.0% of operating expenses + 120% of depreciation expense + debt service

EBIDA = Sustain: 120% of depreciation expense + debt service

EBIDA = Survive: debt service

# Restated and Projected BHC DSCR



BHC Board of Trustees Debt Service Coverage							
	Restated 2014	Restated 2015	10 Mos Ann 2016	2016 P	2017 P	2018 P	2019 P
Lease Payment	\$ 10,000	\$ 10,000	\$ 8,298	\$ 8,290	\$ 7,097	\$ 7,023	\$ 7,014
Cash Split / Deficiency	\$ (633)	\$ (130)	\$ -	\$ (1,223)	\$ (1,223)	\$ (1,223)	\$ (1,223)
Deferred Lease Revenue	\$ (1,644)	\$ (1,710)	\$ -	\$ -	\$ -	\$ -	\$ -
Rental Income & Other	\$ 1,627	\$ 1,276	\$ 2,004	\$ 1,837	\$ 2,460	\$ 2,479	\$ 2,493
<b>Operating Revenue</b>	<b>\$ 9,350</b>	<b>\$ 9,436</b>	<b>\$ 10,302</b>	<b>\$ 8,904</b>	<b>\$ 8,334</b>	<b>\$ 8,278</b>	<b>\$ 8,284</b>
Depreciation	\$ 10,968	\$ 11,121	\$ 12,052	\$ 12,069	\$ 12,152	\$ 12,152	\$ 12,152
Other	\$ 1,515	\$ 940	\$ 1,650	\$ 1,525	\$ 1,482	\$ 1,440	\$ 1,466
<b>Operating Expense</b>	<b>\$ 12,483</b>	<b>\$ 12,061</b>	<b>\$ 13,701</b>	<b>\$ 13,594</b>	<b>\$ 13,634</b>	<b>\$ 13,591</b>	<b>\$ 13,618</b>
<b>Operating Income / (Loss)</b>	<b>\$ (3,133)</b>	<b>\$ (2,625)</b>	<b>\$ (3,400)</b>	<b>\$ (4,690)</b>	<b>\$ (5,300)</b>	<b>\$ (5,313)</b>	<b>\$ (5,334)</b>
Interest Expense	\$ (4,968)	\$ (4,499)	\$ (4,425)	\$ (4,231)	\$ (3,431)	\$ (3,361)	\$ (3,161)
Other	\$ 762	\$ 763	\$ 30	\$ 166	\$ 984	\$ 993	\$ 998
<b>Non Operating Revenue / Expenses</b>	<b>\$ (4,206)</b>	<b>\$ (3,736)</b>	<b>\$ (4,395)</b>	<b>\$ (4,065)</b>	<b>\$ (2,447)</b>	<b>\$ (2,368)</b>	<b>\$ (2,164)</b>
<b>Increase / Decrease in Net Position</b>	<b>\$ (7,339)</b>	<b>\$ (6,361)</b>	<b>\$ (7,795)</b>	<b>\$ (8,755)</b>	<b>\$ (7,747)</b>	<b>\$ (7,682)</b>	<b>\$ (7,497)</b>
Add Depreciation	\$ 10,968	\$ 11,121	\$ 12,052	\$ 12,069	\$ 12,152	\$ 12,152	\$ 12,152
Add Interest Expense	\$ 4,968	\$ 4,499	\$ 4,425	\$ 4,231	\$ 3,431	\$ 3,361	\$ 3,161
Unrealized (Gain) Loss on Investments	\$ 95	\$ 334	\$ -	\$ -	\$ -	\$ -	\$ -
Add Loss on disposal of Capital Assets	\$ 24	\$ 4	\$ 19	\$ 19	\$ -	\$ -	\$ -
Add Deferred Lease Income	\$ 1,644	\$ 1,710	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Revenue Available for Debt Service</b>	<b>\$ 10,360</b>	<b>\$ 11,307</b>	<b>\$ 8,700</b>	<b>\$ 7,563</b>	<b>\$ 7,836</b>	<b>\$ 7,831</b>	<b>\$ 7,816</b>
MADS	\$ 9,724	\$ 9,652	\$ 5,882	\$ 5,882	\$ 5,882	\$ 5,882	\$ 5,882
<b>DSCR (x)</b>	<b>1.07</b>	<b>1.17</b>	<b>1.48</b>	<b>1.29</b>	<b>1.33</b>	<b>1.33</b>	<b>1.33</b>

Sources: Voluntary Supplemental Disclosure Regarding Debt Service Covenant Shortfall, June 21, 2016.

Management Projected I/S for BHC Board of Trustees, 2016-2019

BHC Board of Trustees Income Statement as of October 31, 2016

# Key Findings

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- Lease revenue decreased by \$6.0 million in FY 2015 from FY 2014 due to:
  - Adjustment in FY 2015 for excess liabilities incurred by BJC in FY 2014
  - A decrease in operating cash flow generated by BHC in FY 2015
    - Coupled, these factors triggered BHC's Board of Trustees debt service coverage covenant
- A number of long-term operating trends at BHC created additional credit risk as noted in recent rating agency actions:
  - Weakened operating profitability
  - Increasing supply and staffing costs
  - Growing competition
  - Market share erosion
  - Service volume declines
  - Losses on employed physicians
  - Declining EBIDA margin
  - Renewal risk/term of current lease arrangement



# Revenue Cycle Diagnostic Review

# BHC Pricing Analysis Summary

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- 5 departments selected for review: **CT, MRI, Nuclear Medicine, Emergency Room Facility, and Diagnostic Radiology.**
  - Radiology and Emergency Room Facility services were examined due to their importance to the financial health of the hospital and due to the fact that they are representative of hospital wide revenue cycle functionality.
- A multiplier, for all payable codes, was calculated for each procedure code by dividing BHC charges by the corresponding CMS fee.
  - Example: If a current BHC procedure is priced at \$100 and the CMS fee schedule for the same procedure is \$25, the corresponding CMS multiplier is 4X CMS.
- A large variance in multipliers within and across departments illustrates a variable pricing methodology. Significant variability in pricing can be a source of confusion and dissatisfaction for patients and referring physicians.
- In most instances, the application of a consistent multiplier adds to gross revenue and net reimbursement while addressing the customer service concerns associated with variability pricing.

# BHC Pricing Analysis Summary, cont.

CT Scan	• APC Multiplier Range 0.00 – 31.26
MRI	• APC Multiplier Range 0.00 – 9.44
Nuclear Medicine	• APC Multiplier Range 0.00 – 9.31
Emergency Room Facility	• APC Multiplier Range 1.88 – 7.22
Diagnostic Radiology	• APC Multiplier Range 0.00 – 9.96

- As detailed above, BHC's pricing in the examined departments has a high degree of variability.
- The hospital's revenue cycle should facilitate confidence and ease throughout the patient process. Pricing variability increases dissatisfaction for patients and doctors. This dissatisfaction can erode referrals and market share.
- The variability illustrated above is frequently associated with negative perceptions and with poor practices. BHC should implement a patient centric and defensible pricing methodology.

# BHC Chargemaster Analysis: Areas of Focus

## Payable Charge Codes

- Charge codes that have a CPT assigned and are accepted by payors.

## Non Payable Charge Codes

- These are codes that are not reimbursed by Medicare. The facility must have a process to examine commercial fee schedules to ensure appropriate pricing and utilization.

## Charge Codes without CPT

- The majority of services a hospital provides should be represented at the CPT level, otherwise it is very difficult to assign price (exceptions are complex surgeries based on operative time)

## Deleted Charge Codes

- These are codes that are still active on the chargemaster but denied by all payors.

## Supply Items

- Pricing and descriptions should be standardized across the organization.

## Charge codes without CPT:

- 167 codes had procedural descriptions yet lacked CPT assignment. This is a very low overall percentage when compared to total available codes. However, many of these codes have detailed descriptions. BHC should examine each codes to determine how the codes is utilized and priced. Likewise, a CPT should be directly assigned where applicable.

## Deleted Charge Codes

- These are codes that have been deleted by all payors yet still exist within the chargemaster. Each charge code needs to be examined. Close to \$200K of gross charges are associated with these codes.

## Supply Items

- Range of supplies in ED appears too limited for similar hospitals. Utilization review indicates that 80% of ED visits are at level III or IV which requires RN attention and typically result in the use of medical supplies.

# CT Scan Overview

The **CT Scan** department displayed the following characteristics:

# of payable charge codes:	150
# of non payable charge codes:	25
# of charge codes without CPT:	1
# of deleted charge codes:	1
# of supply items noted:	23

APC Multiplier Range: 0.00 – 31.26

APC Multiplier Average: 3.97

Multiplier Range	Charge Codes	Average Multiplier
Less than 1.00	14	0.33
1.01 – 2.00	42	1.61
2.01 – 3.00	24	2.46
3.01 – 4.00	10	3.43
4.01 – 5.00	11	4.50
5.01 – 31.26	49	7.75

# MRI Overview

The MRI department displayed the following characteristics:

# of payable charge codes:	72
# of non payable charge codes:	12
# of charge codes without CPT:	1
# of deleted charge codes:	0
# of supply items noted:	2

APC Multiplier Range: 0.00 – 9.44

APC Multiplier Average: 4.44

Multiplier Range	Charge Codes	Average Multiplier
Less than 1.00	6	0.00
1.01 – 2.00	3	1.73
2.01 – 3.00	5	2.47
3.01 – 4.00	12	3.45
4.01 – 5.00	18	4.49
5.01 – 9.44	28	6.44

# Nuclear Medicine Overview

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The **Nuclear Medicine** department displayed the following characteristics:

# of payable charge codes:	94
# of non-payable charge codes:	38
# of charge codes without CPT:	1
# of deleted charge codes:	1

APC Multiplier Range: 0.00 – 9.31

APC Multiplier Average: 2.43

Multiplier Range	Charge Codes	Average Multiplier
Less than 1.00	22	0.15
1.01 – 2.00	14	1.70
2.01 – 3.00	29	2.53
3.01 – 4.00	17	3.52
4.01 – 5.00	7	4.31
5.01 – 9.31	5	7.54



# Emergency Room Facility Overview

The **Emergency Room Facility** department displayed the following characteristics:

# of payable charge codes:	22
# of non-payable charge codes:	4
# of charge codes without CPT:	40
# of deleted charge codes:	0
# of supply items noted:	36

APC Multiplier Range: 1.88 – 7.22

APC Multiplier Average: 3.38

Multiplier Range	Charge Codes	Average Multiplier
Less than 1.00	0	
1.01 – 2.00	1	1.88
2.01 – 3.00	16	2.72
3.01 – 4.00	1	3.92
4.01 – 5.00	1	4.82
5.01 – 7.22	3	6.79

- Many procedures in ED do not have an attached CPT.
- This is an outlier given scale and scope of the hospital, only 7% of ED visits had a non-nursing procedure which is very low.

# Diagnostic Radiology Overview

The **Diagnostic Radiology** department displayed the following characteristics:

# of payable charge codes:	156
# of non payable charge codes:	30
# of charge codes without CPT:	0
# of deleted charge codes:	2
# of supply items noted:	1

- Radiology pricing variability is acting as a force field to keep referrals away and facilitating patient leakage.

APC Multiplier Range:	0.00 – 9.96
APC Multiplier Average:	3.44

Multiplier Range	Charge Codes	Average Multiplier
Less than 1.00	4	0.36
1.01 – 2.00	28	1.69
2.01 – 3.00	30	2.48
3.01 – 4.00	47	3.45
4.01 – 5.00	24	4.42
5.01 – 9.96	23	6.93

# Management's Plan

# Management Glossary

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- **AOB** – Adjusted Occupied Bed
- **ADC** – Average Daily Census
- **FTE** – Full Time Equivalent
- **OR** – Operating Room
- **PY** – Partial Year

# BHC 2015 Financial Challenges

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- Columbia Surgical Associates opens a competing Ambulatory Surgery Center
  - Reduction of 1,400 outpatient surgery cases
  - Estimated margin impact: **-\$2.3 million**
- Loss of Two Cardiologists
  - Reduction of 600 Cardiac Cath Lab Procedures
  - Estimated margin impact: **-\$1.0 million+**
- Nursing Shortages/Turnover
  - Increased External Agency and Overtime costs
  - Estimated margin impact: **-\$2.0 million+**
- Increased Staffing Ratios
  - FTEs per AOB increased from 4.73 in 2014 to 4.86 in 2015
  - Estimated margin impact: **-\$3.0 million**
- Increased OR Supply Expenses from growth in hips/knee replacements, spine and neuro-spine procedures
  - Estimated margin impact: **-\$3.7 million**

# Management's Plan: Grow Revenue/Volume

## October 2016 Improvement

- ADC is up 3 through October from the PY - 180 vs. 177
- **Cath lab cases are up 413 from the PY through October**
- **Outpatient Net Revenue is up \$7.4 million from the PY through October**
- The YTD October 2016 Operating Margin is \$3.4 versus a -\$3.5M for YTD October 2015, and \$6.9M improvement

## Drivers of Improvement

- Cardiology volume growth has been the primary driver of increase
- The addition of 4 primary care physicians to the BJC Medical Group
- **The addition of two new cardiologists who replaced two that left in 2014, which drove the additional Cardiac Cath Lab cases**
- The opening of the Nifong Medical Plaza
- **Current plans are to hire 4 General Surgeons by March, 2017. Two have already accepted offers and hospital expects to have two more acceptances soon.**
- The Operating Margin goal is 3% of Net Revenue. The targeted improvement areas are Premium Pay labor reductions (external nursing agency and overtime) and a continued reduction in overall supply expenses (primarily in the OR and Cath Lab areas)

# Management's Plan: Staffing Efficiency

## October 2016 Improvement

- FTEs per AOB improved from 4.98 to 4.77 (through October)
- Improvement of 91 FTEs
- **Decrease from 4.86 FTEs per AOB levels experienced throughout 2015**

## Drivers of improvement

- Staffing efficiencies were achieved via greater scrutiny around Daily Staffing to the volumes for each Nursing Unit and adherence to the Budgeted Labor per Statistic targets
- **Further staffing efficiencies will be achieved by continuing daily staffing reviews to reach our Budgeted Targets**
- Management will review fixed/overhead staffing to ensure they are at the correct levels for the organization

# Management's Plan: Supply Expenses

## October 2016 Improvement

- New System contract for Hip/Knee Implants
- The Hip/Knee cost per case is \$5,365 for YTD October 2016 versus \$6,261 for YTD October 2015
- Overall efficiencies gained in the OR area from improved OR packs, inventory management, and the hiring of Product Utilization Manager to oversee the OR supply functions

## Drivers of Improvement

- Spine metal pricing reductions to be in place by the 1st quarter of 2017
- Cardiology implant pricing implemented on November 1, 2016
- The BJC Supply Chain targets savings each year in an ongoing process



# Management's Plan: Bond Refinancing

## Drivers of Improvement

- The final interest savings were much better than the initial estimates
- The Interest Savings will equate to \$31.3 million and the Present Value savings over the 22 years of the bonds are \$15.2 million
- The final savings are approximately 37-77% better than the initial savings estimates
- This will be beneficial to Boone's financial statements beginning in 2017
- **The Interest Expense reduction will be an improvement of Cash Flows to Boone Hospital and will be distributed per the language in the Lease**

# Strengthening BHC's Market Share

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- Continued investment in physician integration and hiring to foster growth of hospital revenue
  - Employment of 3 surgeons by 2017 to recoup the loss of General Surgery cases
  - Improving the Hospitalist and Intensivist services at BHC by hiring 5 more physicians to eliminate diversion of admissions to other facilities
  - Employment of 4-6 Internal Medicine and Primary Care physicians
  - Continuing the development of a comprehensive primary care network
  - Employment of an additional Cardiovascular Surgeon
- Clinical and operational integration with the affiliated hospitals to facilitate selection of Boone Hospital Center for tertiary care services

# Additional Operational Assessments

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- Stroudwater has completed the revenue cycle diagnostic.\*
- Based upon the findings from this analysis, we believe that BHC could benefit from further analysis of the following:
  - Pricing variability in diagnostic imaging (and possibly other areas)
  - ED Procedural identification
  - ED supply utilization
  - Other TBD

*Note:\*Information on BHC's owned provider practices was not received so that diagnostic could not be performed.*

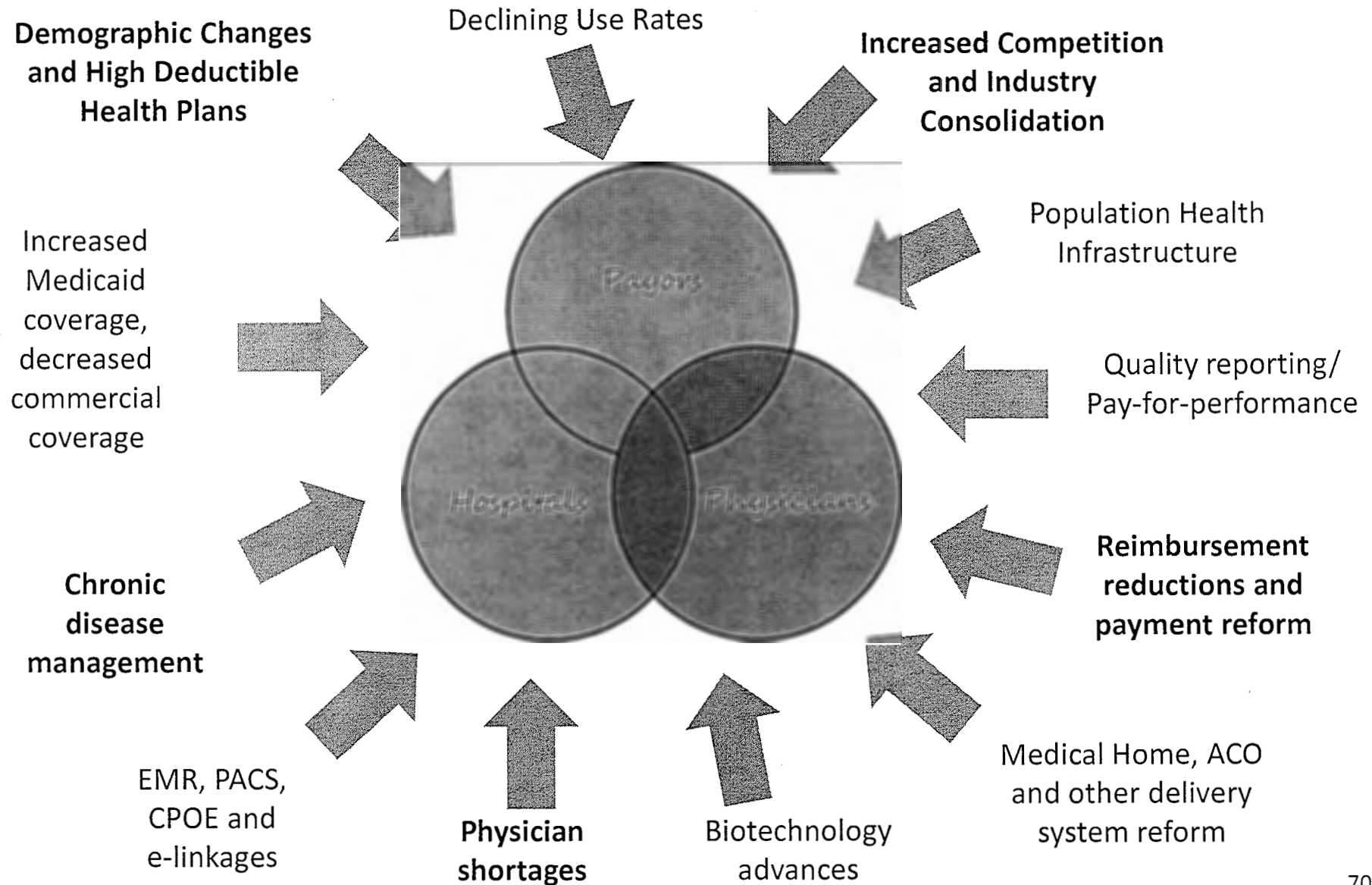
# Key Findings: Management Plan

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- Management has moved aggressively and successfully to address volume declines in outpatient services and cardiology
- Management has also acted to reduce staffing levels to 4.77 FTEs per AOB through Oct 2016, very near the 4.73 FTE target identified to Rating Agencies
- Reductions in supply expense have been realized with additional work ongoing (spine, BJC capabilities in supply chain)
- Bond issuance will reduce the BOT's annual debt service expense beginning in 2017
- The plan is sound and is having the intended effects – note BHC's rebound in EBITDA and EBITDA margin through 10 months of FY 2016
- Market share in Boone County relative to University needs to be a continuing focus – targeted provider recruitment should address the decline in Boone County market share of 5.9 percentage points from 2012 to 37.2% in 2015

National and Regional Trends

# External Forces Driving Transformation



# The Outlook for Not-for-Profit Healthcare

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## MOODY'S

The sector faces long term pressures. Among these risks are investments in **population health strategies which may suppress revenue and pressure margins**. Also, as more individuals gaining healthcare coverage through Medicaid expansion and the aging of the population, **exposure to government payers will increase and result in margin contraction**.

Moody's Investor Service, 2016

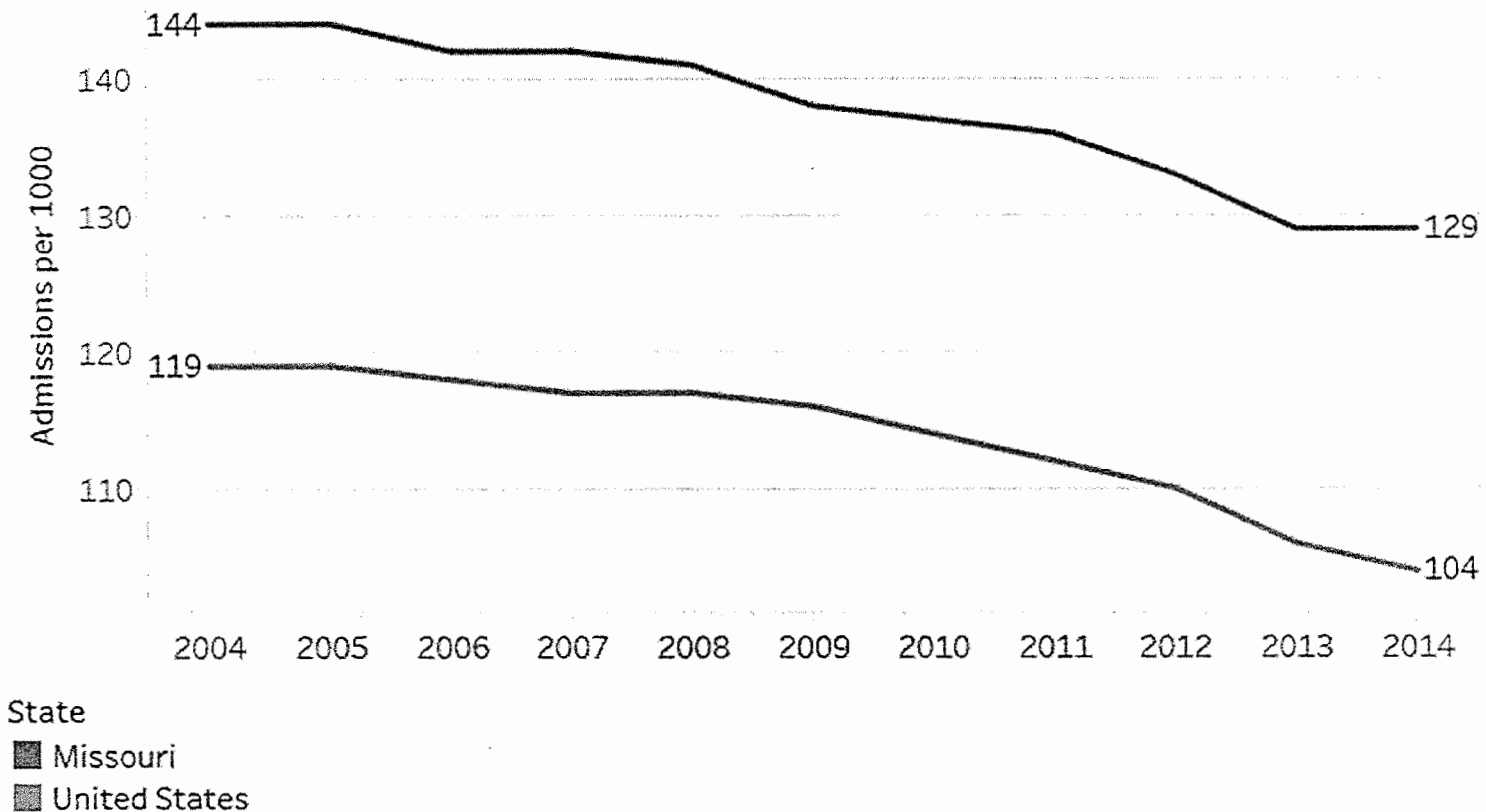
## Fitch Ratings

The nonprofit hospital sector will be increasingly **challenged by growing consumerism, meager rate increases and a shifting of risk from payers (particularly Medicare)** to providers through the expansion of value-based / risk-based contracting. The **slower than anticipated impacts of the Affordable Care Act have not diminished sector risks, only deferred them**.

Fitch 2016 Forecast for Non-Profit Hospitals

# Care Delivery Shifting to Outpatient

## Missouri & United States Admissions per 1000 Population



Source:KFF.org

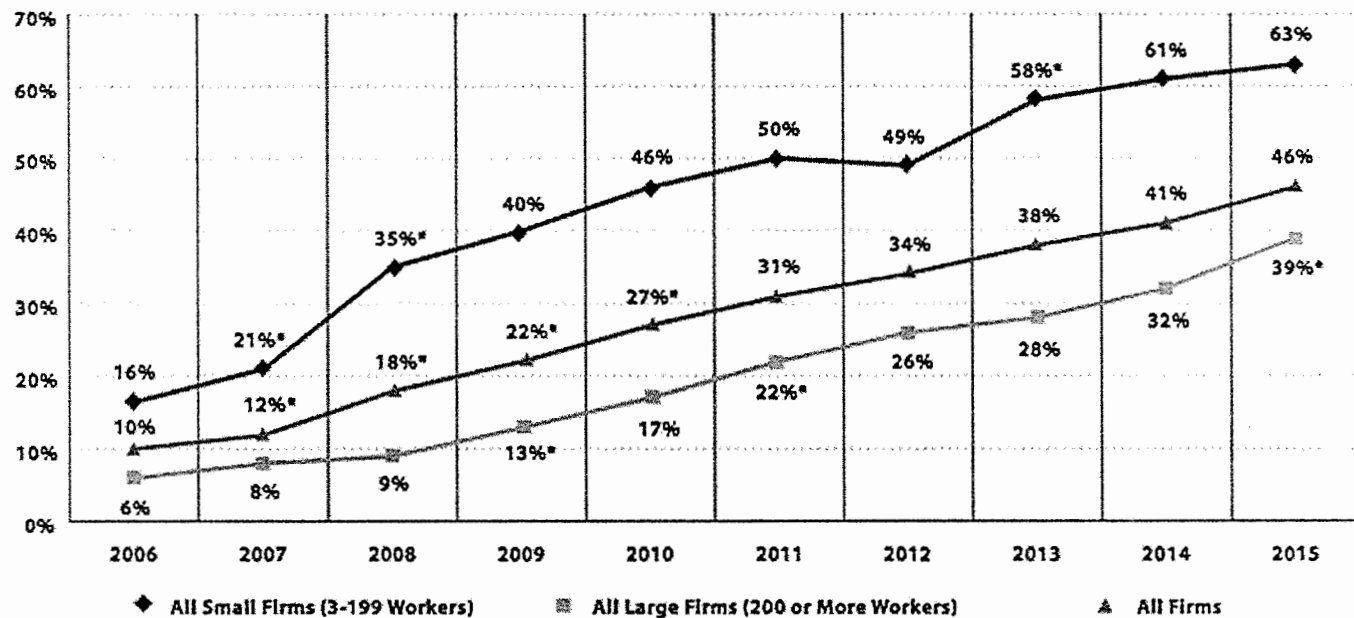
Data are for community hospitals, which represent 85% of all hospitals. Federal hospitals, long term care hospitals, psychiatric hospitals, institutions for the mentally retarded, and alcoholism and other chemical dependency hospitals are not included.



# Growth of High Deductible Health Plans

## EXHIBIT G

Percentage of Covered Workers Enrolled in a Plan with a General Annual Deductible of \$1,000 or More for Single Coverage, By Firm Size, 2006-2015



\* Estimate is statistically different from estimate for the previous year shown ( $p < .05$ ).

NOTE: These estimates include workers enrolled in HDHP/SO and other plan types. Average general annual health plan deductibles for PPOs, POS plans, and HDHP/SOs are for in-network services.

SOURCE: Kaiser/HRET Survey of Employer-Sponsored Health Benefits, 2006-2015.

## MARKET OVERVIEW

# Consumerism & Price Sensitivity

- *“In addition to health systems and insurers, private equity investment firms, sensing opportunity... have sunk \$2.3 billion into urgent care clinics [since 2008].”*
- *NYT: “While convenience is one factor, so is cost... cost differences matter not only to commercial insurers, but also to consumers with high-deductible health plans.*

## THE DOLLAR MENU

Chest pains mean rushing to the ER, but minor ailments like earaches have a cheaper and friendlier alternative.

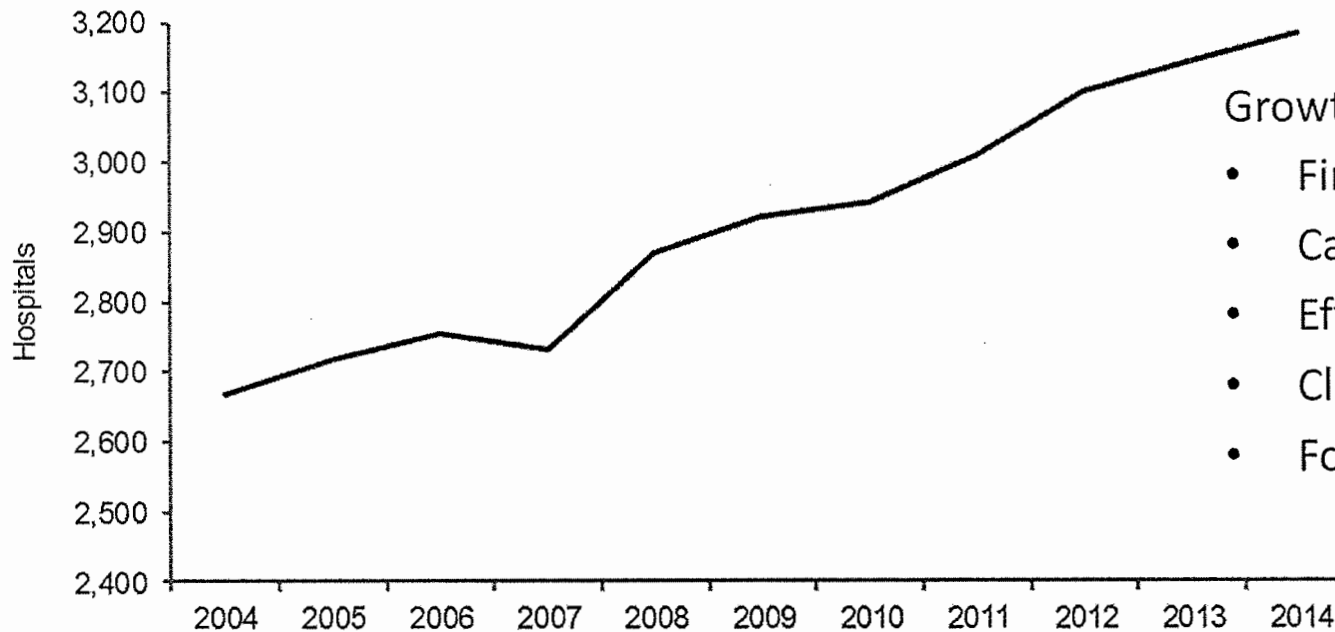
	URGENT CARE COST	ER COST	PERCENT SAVINGS
ALLERGIES	\$97	\$345	72%
ACUTE BRONCHITIS	127	595	79
CHRONIC BRONCHITIS	114	665	83
EARACHE	110	400	73
PHARYNGITIS	94	525	82
PINK EYE	102	370	72
SINUSITIS	112	617	82
STREP THROAT	123	531	77
UPPER RESPIRATORY INFECTION	111	486	77
URINARY TRACT INFECTION	110	665	83

SOURCE: MEDICA HEALTH PLANS.

NYT: July 9, 2014: *“Race Is On to Profit From Rise of Urgent Care”*  
 Forbes: July 2, 2014: *“Drive Thru Health Care: How McDonald’s Inspired an Urgent Care Gold Rush”*

# National Consolidation Trend

Number of Hospitals in Health Systems

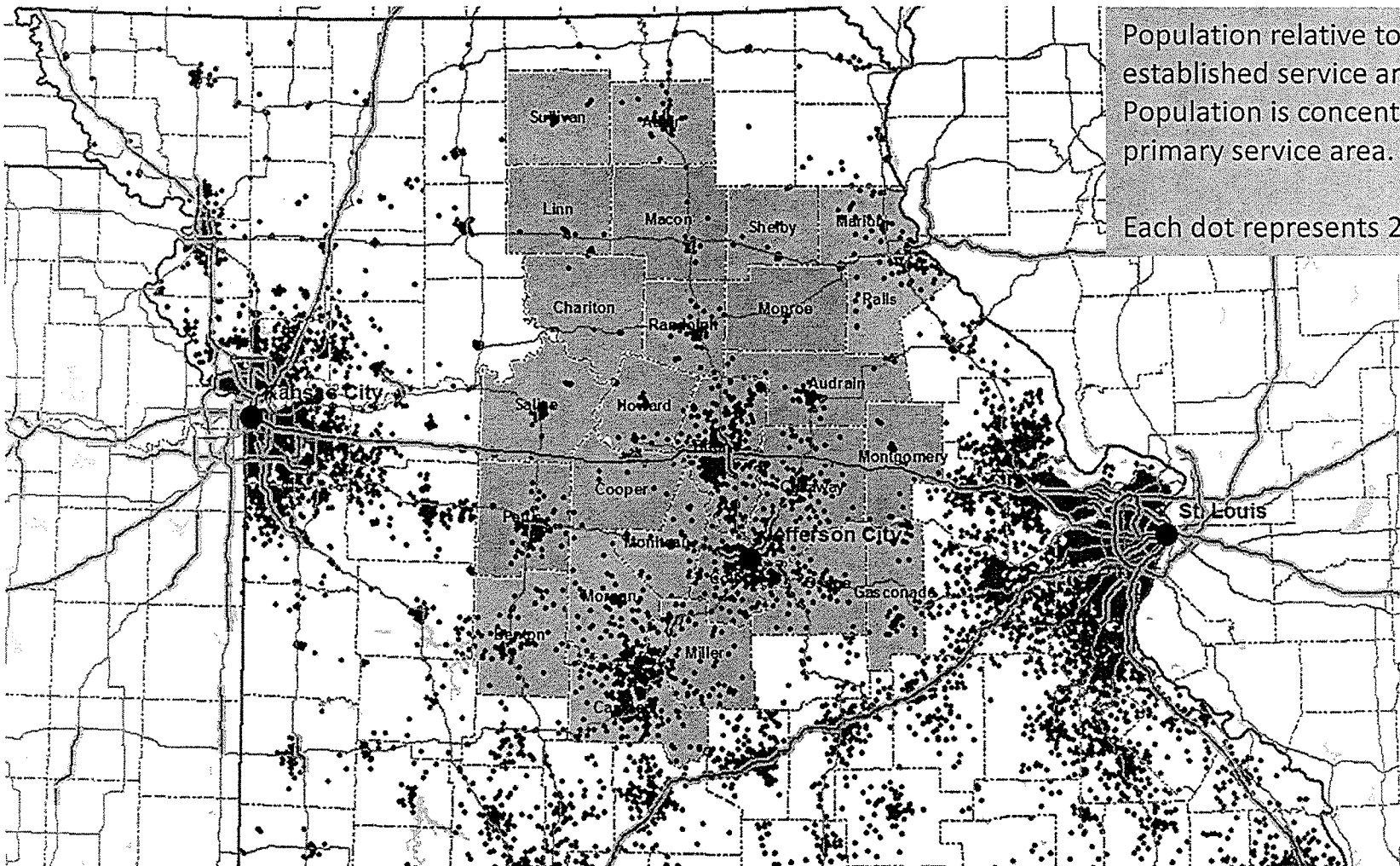


Growth result of:



- Financial distress
- Capital
- Efficiencies
- Clinical integration
- Focus on value


Source: Analysis of American Hospital Association Annual Survey data, 2014, for community hospitals.  
Hospitals that are part of a corporate body that may own and/or manage health provider facilities or health-related subsidiaries as well as non-health-related facilities including freestanding and/or subsidiary corporations.

# BHC Service Area and Population Density

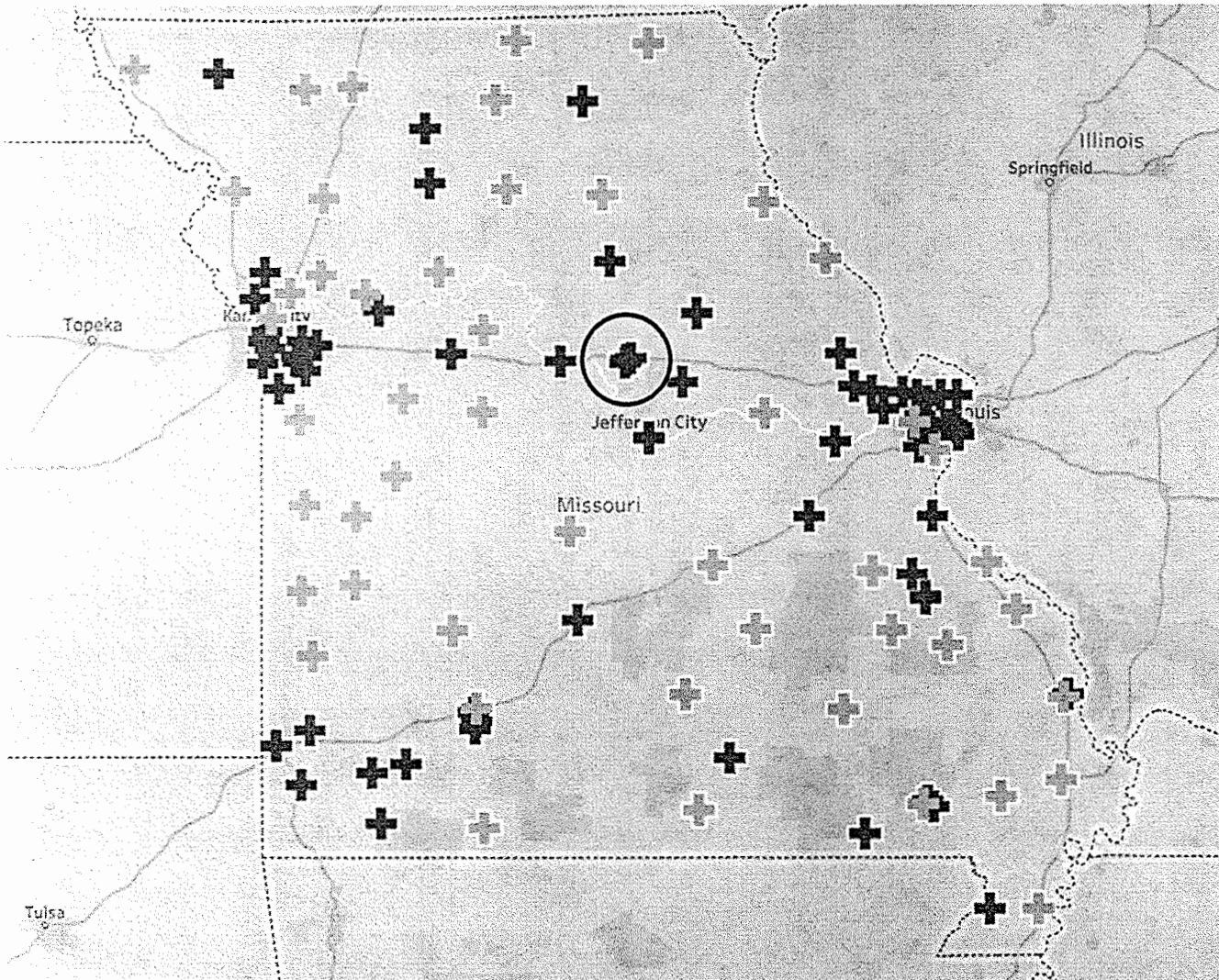


Population relative to the established service areas is shown. Population is concentrated in the primary service area. Each dot represents 25 people.

-  PSA Counties
-  SSA Counties

 Each dot = 100 people

# Missouri Hospitals and Health Systems



Not In Any System	CAH	24
	STAC	25
	Total	49
In a System	CAH	12
	STAC	59
	Total	71
Grand Total		120

Not In Any System  
 In a System

# What Does This Mean for Boone Hospital Center?

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- Business as usual is out the window
  - A new set of problems must be solved: new payment models and incentives, growing regulatory complexity, fiscal constraints and consumerism
- Many organizations will attempt to position themselves closer to the premium dollar via an aligned primary care base and increasing provider alignment
- Core competencies will need to evolve along with the market
  - Care management
  - De-emphasize “sick care”
- Big investments in IT and management and clinical systems will be essential
- Many hospitals have sought partners to provide the needed management systems, access to capital and care coordination resources required to succeed, and absorb and manage risk

Suggested Dashboard

# Management Glossary

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- **A/R** – Accounts Receivable
- **FTE** – Full Time Equivalent
- **AOB** – Adjusted Occupied Bed
- **ADC** – Average Daily Census
- **OR** – Operating Room
- **O/P** – Outpatient
- **I/P** - Inpatient
- **PY** – Partial Year
- **DSCR** – Debt Service Coverage Ratio
- **CMI** – Case Mix Index, a measure of patient acuity



# Suggested Key Dashboard Indicators

Category	Indicators	Comments
Financial Indicators	Operating Revenue Trend Operating Cash Flow & Cash Flow Margin Days in A/R Debt Service Coverage Operating Margin Days Cash on Hand	Top line revenue growth is vital to long term health of organization  Operating Cash Flow & Cash Flow Margin critical for DSCR covenant and resources
Operating Indicators	FTEs per AOB Case Mix Index Payer Mix Key Volume Trends (O/P and I/P) Practice Operations, Production and Losses	FTEs per AOB key efficiency metrics  Payer mix and CMI indicate how well BHC is competing for sought after patient populations
Value Indicators	Medicare Cost/Position Attributed Covered Lives Quality Scores	Covered lives reflect key population health metric and move from fee for service
Market Position	Market Share Provider Alignment, Recruitment and Retention (vs. documented need: turnover, productivity)	Market share is an indicator of how well BHC is competing for patients and covered lives  Provider alignment is essential for attribution of covered lives

# Findings

## **Management's Plan:**

Stroudwater finds management's plan of action and steps taken to-date to correct the debt service coverage covenant violation to be reasonable, prudent and adequate based upon our analyses of market, operating, and financial data provided by BHC and the BHC Board of Trustees, and via our own data sources.

## **Debt Service Coverage Covenant:**

As stated by the rating agencies, BHC and BHC's Board of Trustees have generated adequate debt service coverage to service outstanding debt on a consolidated basis. The covenant violation was the product of a confluence of events:

- An increase in intercompany liabilities and GAAP treatment of deferred lease income from FY 2014 triggered a decision to revise 2014 cash flow split in FY 2015
- Coupled with a tightening of cash flow margin generated by BHC in FY 2015, this created a debt service coverage covenant violation at BHC Board of Trustees, obligor of the bonds

# Findings, continued

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## **Operating Risk:**

A combination of flat topline revenue, increased expenses, heightened competition and a challenging national operating environment create a heightened operating risk for BHC.

Management's steps appear adequate to improve operating performance sufficiently in the near term.

## **Affiliation Structure:**

One contributing factor to the debt service coverage covenant violation was the specific terms and structure of the existing Lease arrangement between BHC and the BHC Board of Trustees and CHAS.

The expertise and capabilities of CHAS are a plus as noted by the rating agencies. However, it is timely to assess renewal risk and whether the current lease terms and structure adequately addresses current challenges, opportunities and objectives of BHC and BHC Board of Trustees.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

23rd

day of March

20 17

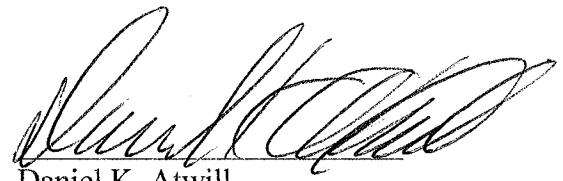
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by Mid-MO Fellowship of Reconciliation for April 26, 2017 from 4:30 p.m. to 10:00 p.m.

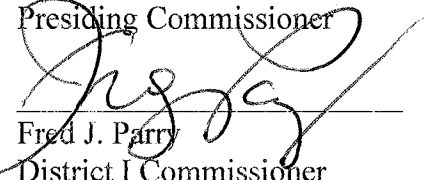
Done this 23rd day of March, 2017.

ATTEST:

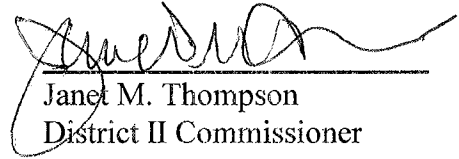
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



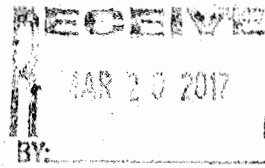
Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Mid-MO Fellowship of Reconciliation (FOR)

Address: P.O. Box 268

City: Columbia State: MO ZIP Code: 65205

Phone: 573-449-4585 Website: \_\_\_\_\_

Individual Requesting Use: Jeff Stack Position in Organization: Coordinator

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: An Evening on Cuba: Normalizing Relations

Description of Use (ex. Speaker, meeting, reception): Potluck Dinner, Movie & Program with Discussion

Date(s) of Use: 26 April 2017

Start Time of Setup: 4:30 AM/PM Start Time of Event: 6:00 AM/PM

End Time of Event: 9:00 AM/PM End Time of Cleanup: 10:00 AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Jeff Stack, coordinator

Phone Number: 573-449-4585 Date of Application: 17 March 2017

Email Address: jstack@formissouri.org

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).

## PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 3-23-17

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of

March

20

17

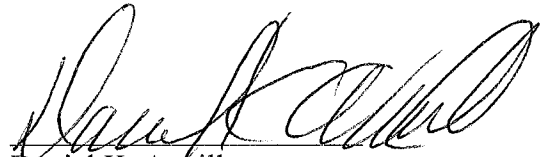
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, March 28, 2017, at 2:00 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

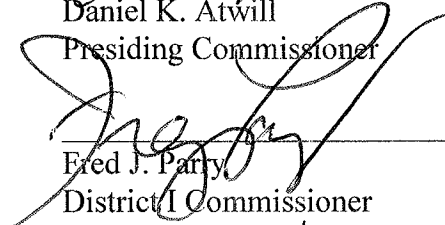
Done this 23rd day of March, 2017.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner