

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 09

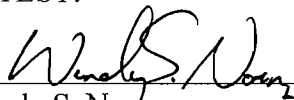
In the County Commission of said county, on the 16th day of July 20 09

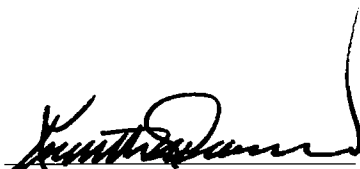
the following, among other proceedings, were had, viz:

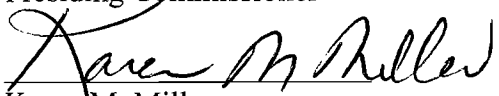
Now on this day the County Commission of the County of Boone does hereby approve the Consultant Services Agreement with Simon and Associates. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

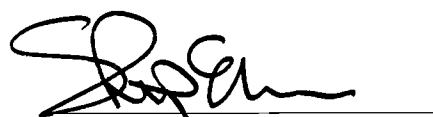
Done this 16th day of July, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 16th day of July, 2009, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Simon and Associates (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** - When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

13. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

14. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

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

SIMON AND ASSOCIATES

By John Simon

Title President Simon Assoc, Inc.

Dated: 7/10/09

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 7/17/09

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:

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

June E. Fitchford 7/14/09
Auditor by Date
No Encumbrance Required

SIMON ASSOCIATES, INC.

ARCHITECTURE

July 10, 2009

Schedule of hourly rates:

Architect / Engineer	\$120.00 / hour
Architect / Engineer Intern	\$ 85.00 / hour
Drafting	\$ 65.00 / hour
Clerical	\$ 45.00 / hour

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STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

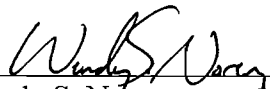
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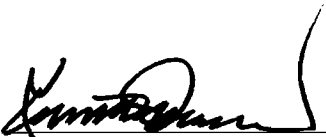
In the County Commission of said county, on the 16th day of July 20 09
the following, among other proceedings, were had, viz:

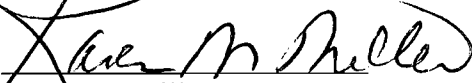
Now on this day the County Commission of the County of Boone does hereby approve the Revenue Sharing reallocation request for the City of Hallsville.

Done this 16th day of July, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CITY OF HALLSVILLE
202 Highway 124-East, PO Box 170
Hallsville, MO 65255-0170
"The Small City with a Big Heart"

June 30, 2008
email: cityofhallsville@cs.com

Phone: 573/696-3885
Fax: 573/696-0605

City of Hallsville - Boone County Capital Improvement Grant Funds

2002 - \$ 747
 2005 - \$12,408
 2006 - \$65,000
 2007 - \$80,000
 2008 - \$65,000
 2009 - \$60,000

County held Subtotal - \$283,135

\$ 8,271 in Boone County National Bank

Total - \$291,406

The City of Hallsville would like to reserve current or future funding under this program for cooperative funding of work on Ricketts Road should the City and County reach an agreement for the City to assume full ownership and responsibility for Ricketts Road.

\$62,500 Co-operative resurfacing of Ricketts Road with Boone County pending agreement for the City of Hallsville to assume ownership for all of Ricketts Road (project cost estimate \$125,000 by Boone County Public Works in June 2009)

Projects proposed to be contracted - FY 2008 - 2009

Addition to the work plan previously submitted to Boone County Public Works -

\$25,790 ADA compliance construction at the Highway 124, Route B and Route OO intersection traffic signal lights (MODOT has spent approximately \$50,000 to equip and \$10,000 in labor for installation of the traffic signal light, the original estimates were \$75,000 each for a total of \$150,000 between MODOT and the City of Hallsville)

Projects now under contract as per the work plan previously submitted to Boone County Public Works -

Re-surfacing existing streets of:
 Sunrise Drive 205' x 20'
 Fairview Ave. 1331' x 20' & Cul-de-sac 60' x 100'
 Hudson Ave. 999' x 20'

\$59,019.35 Resurfacing of Fairview Avenue and Cul de Sac, Sunrise Drive and Hudson Avenue

\$84,809.35 **Total obligations** requested for approval from the City of Hallsville share of the Boone County funds

Project proposed for contract in FY 2009 - 2010

Addition to the work plan previously submitted to Boone County Public Works -

\$52,805 Storm water management engineering and design for Fairview Avenue and Circle, Sunrise Drive and Hudson Avenue

\$67,000 Storm water management and reconstruction of City Hall parking area

FY 08 - 09 Total project funding requested -	\$ 84,809.35
FY 09 - 10 Additional projects for which funding is being requested -	\$119,805.00
Total FY 08 - 09 and FY 09 - 10 project funding request from existing funds -	\$204,614.35

Total funds on hand, in the bank or being held by Boone County - **\$291,406.00**

After listed projects obligation - remaining fund balance - **\$86,791.65**

Reserve for work on Ricketts Road as noted above - **\$62,500**

Remaining unobligated or reserved fund balance - \$24,291.65

Year 1: FY 09-10 Projects -

 Widening of Streets under 20' wide:

 East St. to Boone Ct. 1004' x 20'+ 4'

 Lisa Court 83' + 6' (west 100 feet is now a private street)

 Ruby Lane 466' + 6'

 Bertie Ave. 1044'+ 4'

Attachment to the Boone County Capital Improvement Grant Request for 2010 5-Year Long Range Plan:

Year 2: FY 10-11

 Re-a surfacing existing streets of:

 Fillmore Ct. 588' x 22'

 Brown Ave. 1239 x 19' and storm water management design and installation
 (west of Hudson)

 Wesley Ave. 680' x 22'

 Elaine Ave. 922' x 22' Meadow Ln 1508' x 21'

 Willowbrook 597' x 20'

Year 3: FY 11-12

Re-surfacing existing streets of:

Edgewood Dr. 861' x 20'

Elizabeth St. 1221' x 20'

Elm St. 961' x 20'

East St. 1004' x 20'

Year 4: FY 11-12

Re-surfacing existing streets of:

Boone Ct. 817' x 24'

Lisa Ct. 183 x 20'

Ruby Lane 473' x 20'

Brown Ave. 306' x 18' (east of Hudson)

Bertie Ave. 1044 x 20'

Year 5: FY 12-13

Storm water management design and installation-

Elizabeth Avenue

North Street

In cooperation with MODOT, Hwy 124 East

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 09

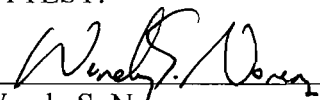
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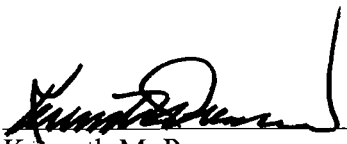
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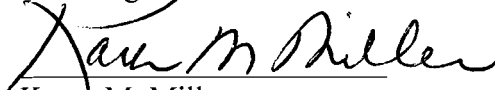
Now on this day the County Commission of the County of Boone does hereby approve the Memorandum of Understanding with Job Point. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 16th day of July, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

INTERNSHIP AGREEMENT

THIS AGREEMENT is entered into on this 16th day of July 2009, between Job Point, a Missouri nonprofit corporation, and the County of Boone, Missouri, ("County") a Missouri political subdivision.

The parties agree as follows:

1. County shall allow one (1) to five (5) highway/heavy construction trainees and their instructor to work on the Boone County Public Works Department projects. The projects and hours of work shall be determined by the Manager of Road Maintenance.
2. Job Point shall develop in individualized project/training plans not to exceed 210 hours per trainee.
3. County shall afford work opportunities for the trainees that are consistent with those undertaken by entry level employees of the Public Works Department, in such a way so as not to cause members of Laborers' Local 773 to lose compensation for work time performed by such trainees.
4. Job Point shall provide the trainees and the instructor with personal protective equipment consisting of hard hats, safety glasses and steel toed boots.
5. The trainees and instructors shall follow all Public Works Department rules and regulations for safe work practices.
6. Transportation to the work site shall be arranged between Job Point and the Boone County's Public Works Department.
7. Trainees and the instructors shall be employees of Job Point and Job Point shall provide Workers' Compensation Insurance coverage for all trainees and instructors. Job Point shall provide County with proof of Workers' Compensation Insurance coverage for the trainees and the instructors.
8. To the fullest extent not prohibited by law, Job Point shall indemnify and hold harmless the County, its officers, agents and employees from and against all-claims, damages, losses and expenses (including but not limited to attorneys fees) arising in any way from this agreement.
9. This agreement is for the sole benefit of the County and Job Point. Nothing in this agreement is intended to confer any rights or remedies on any third party.
10. This agreement shall be in effect for one (1) year from the date of its execution.

IN WITNESS WHEREOF, County and Job Point have executed this agreement on the date first above written.

JOB POINT

By: Nancy Silver

Printed Name/Title: Nancy Silver/Interim President

ATTEST:

By: Janette M Ruess

Printed Name/Title: Janette M Ruess, CFO

COUNTY OF BOONE

By its County Commission

By: Kenneth M. Pearson

Kenneth M. Pearson, Presiding Commissioner

ATTEST:

Wendy S. Noren

Wendy S. Noren, Clerk of the County Commission

APPROVED AS TO FORM:

Charles J. Dykhouse

Charles J. Dykhouse, County Counselor

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STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

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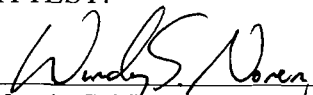
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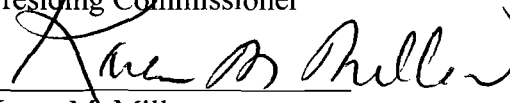
Now on this day the County Commission of the County of Boone does hereby approve the Mutual Rescission of Agreement for the Brown School Road Overlay Project. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 16th day of July, 2009.

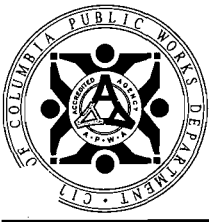
ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



CITY OF COLUMBIA, MISSOURI

PUBLIC WORKS DEPARTMENT

July 27, 2009

Mr. Josh Norberg
Deputy County Clerk
County of Boone
801 E. Walnut
Columbia, MO 65201

RE: *Mutual Rescission of Agreement – Brown School Road Overlay Project*

Enclosed for your file is an executed copy of the Mutual Rescission of Agreement for the Brown School Road Overlay Project (Boone County PO #2008000136).

If you have any questions concerning this document, please contact Mary Ellen Lea at (573) 874-7250.

DEPARTMENT OF PUBLIC WORKS

A handwritten signature in cursive script that reads "Kim McCulloch".

Kim McCulloch
Management Support Specialist

Enclosures

c: Mary Ellen Lea, Operations Manager



CHARLES J. DYKHOUSE
BOONE COUNTY COUNSELOR
601 E. WALNUT, SUITE 207
COLUMBIA, MISSOURI 65201
TELEPHONE (573) 886-4414
FAX (573) 886-4413

CONTRACT ROUTING REQUEST

PLEASE ROUTE IN THE ORDER LISTED BELOW:

(KEEP THIS FORM WITH THE DOCUMENTS BEING ROUTED.)

<u>CONTRACT(S)</u>	<u>DATE</u>	<u>COMMENTS</u>
1) Legal to Derin Campbell, BCPW	7/9/09	_____
2) Derin Campbell to June Pitchford, Auditor	7/10/09	_____
3) Auditor to Josh Norberg, County Clerk's Office for inclusion on Commission Agenda	7/14/09	_____
4) Commission Office to John Glascock, Director of Public Works, City of Columbia, PO Box 6015, Columbia MO 65205	7/17/09	_____
5) After City of Columbia approval, City retains 1 original and returns 1 original to Josh Norberg, Deputy County Clerk, 801 East Walnut, Columbia, MO 65201.	7/27/09	_____
6) Josh Norberg to retain original and distribute copies to: Boone County Public Works Auditor County Counselor		_____



JUL 10 2009

MUTUAL RESCISSION OF AGREEMENT


THIS AGREEMENT is entered into and between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through its County Commission (hereinafter "County") and the **City of Columbia, Missouri**, a municipal corporation (hereinafter "City").

WHEREFORE, the parties entered into an agreement for cost sharing of the Brown School Road Overlay Project; and

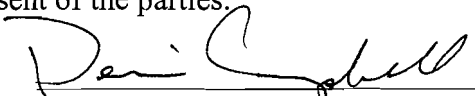
WHEREFORE, the parties desire to rescind and terminate said agreement.

NOW, THEREFORE, in consideration of mutual covenants, promises and representations contained herein, the parties agree as follows:

- 1) The Agreement entered into between the parties to participate in a cost sharing for the Brown School Road Overlay Project (Boone County PO #2008000136) is hereby rescinded by mutual consent of the parties.




 John Glascock, P.E., Director
 Public Works, City of Columbia



 Derin Campbell, P.E., Manager of
 Design and Construction, Boone County

CITY OF COLUMBIA
 By: 

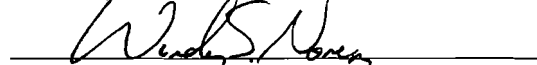
 Bill Watkins, City Manager

BOONE COUNTY
 By: 


 Kenneth M. Pearson, Presiding
 Commissioner

ATTEST:

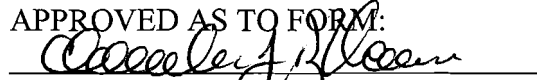

 Sheila Amin, City Clerk

ATTEST:


 Wendy S. Noren, County Clerk

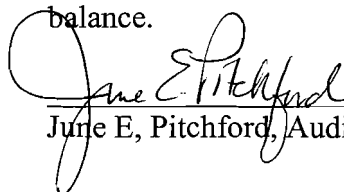
APPROVED AS TO FORM:


 Fred Boeckmann, City Attorney

APPROVED AS TO FORM:


 Charles J. Dykhouse, County Counselor

AUDITOR CERTIFICATION
 I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and there exists a sufficient unencumbered appropriation balance.



 June E, Pitchford, Auditor by *cg* Date 7/14/09

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 09

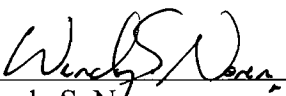
In the County Commission of said county, on the 16th day of July 20 09

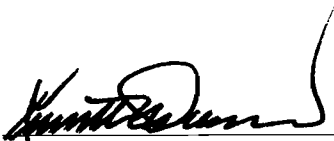
the following, among other proceedings, were had, viz:

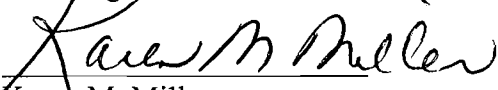
Now on this day the County Commission of the County of Boone does hereby appoint Erin Lampkin to the Senior Board for an interim term beginning July 16, 2009, and ending February 28, 2011.

Done this 16th day of July, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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



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

effective: 7/16/09
expires: 2/28/2011
interim

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Senior Board Term: 6/22/2009

Current Township: Missouri Katy Today's Date: 6/22/2009

Name: Erin Lampkin

Home Address: 5100 N Route E Zip Code: 65202

Business Address: 409 Vandiver Dr. Suite 6-203 Zip Code: 65202

Home Phone: 573-445-6710 Work Phone: 573-355-4716
Fax: 573-499-1127 E-mail: elampkin@integrityhc.com

Qualifications: I have a strong desire to better the lives of the Seniors of Boone County.

Past Community Service: I have served with several Chambers of Commerce and held many committee positions. I am active with AUSA, Rotary, and other community organizations.

References: _____

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

Applicant Signature

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 09

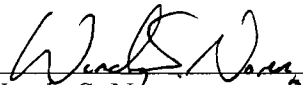
In the County Commission of said county, on the 16th day of July 20 09

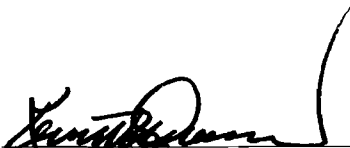
the following, among other proceedings, were had, viz:

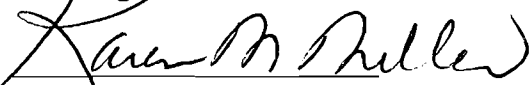
Now on this day the County Commission of the County of Boone does hereby appoint Jeanne Jarrett to the Mental Health Board of Trustees as a consumer for an interim term beginning July 16, 2009, and ending February 28, 2010.

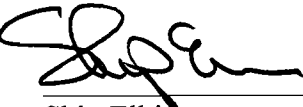
Done this 16th day of July, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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



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

effective: 7/16/09
expires: 2/28/2010
interim consumer

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Mental Health Board of Trustees Term: 7/6/2009

Current Township: Rocky Fork Today's Date: 7/6/2009

Name: Jeanne Jarrett

Home Address: 4615 Brookhill Drive Zip Code: 65202

Business Address: 210 Orr St Zip Code: 65201

Home Phone: 573-814-0219 Work Phone: 573-876-3047

Fax: 573-814-0276 E-mail: jeannejarrett@centurytel.net

Qualifications: Certified Public Accountant; Certified Government Financial Manager; over 20 years experience in state government; advocated for daughter with developmental disabilities and mental health issues.

Past Community Service: Thousand Hills Rotary Club, Kirksville (past president); Adair County SB40 Developmental Disabilities Board (chaired); Missouri Foundation for Health, Community Advisory Committee (current member)

References: upon request

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

Applicant Signature

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 09

In the County Commission of said county, on the

16th day of July

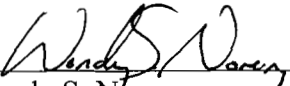
20 09


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

Now on this day the County Commission of the County of Boone does hereby appoint Kay Evans to the Judicial & Law Enforcement Task Force for an interim term beginning July 16, 2009, and ending February 21, 2010.

Done this 16th day of July, 2009.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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



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

nte :
effective: 7/16/09
expires: 2/21/2010

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Judicial & Law Enforcement Task Force Term: 7/14/2009

Current Township: Columbia Today's Date: 7/14/2009

Name: Kay Evans

Home Address: 8400 S. Warren School Road Zip Code: 65203

Business Address: 401 Locust Suite 401 Zip Code: 65201

Home Phone: 573-446-6778 Work Phone: 573-442-1660
Fax: 573-874-8961 E-mail: kevans@hewnlaw.com

Qualifications: I have lived in Columbia for 24 years, practiced as a public defender for 6 years and been in private practice for 15 years. I am familiar with jail population issues and how it affects the prosecutors and judges (all of us) and work with the Boone County Sheriff's Department in criminal cases. I am chair of the Criminal Law Committee which meets once a month. I feel I could bring a different perspective to the table as an attorney for criminal clients while still keeping in mind the needs for Boone County as it continues to grow. I would be supportive of looking at alternatives to building a new jail.

Past Community Service: Amnesty International, some contact with the local Innocent Project (through the journalism and law school, speak at the Law in Society Class every semester at Hickman High School, speak at classes at the Law School. Volunteer with Blue Thunder Track Club.

References: Milt Harper, Judge Oxenhandler, Rusty Antel, and Twanda Thomas (please let me know if I need to give you contact information for these references.

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

Applicant Signature

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 09

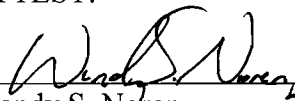
In the County Commission of said county, on the 16th day of July 20 09

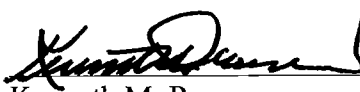
the following, among other proceedings, were had, viz:

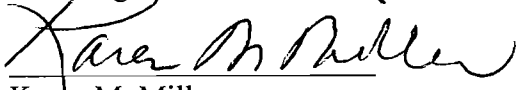
Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Wednesday, July 22, 2009, at 1:30 p.m. The meeting will be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. 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; and by 610.021(3) RSMo. to discuss the hiring, firing, disciplining or promoting of particular employee by a public governmental body when personal information about the employee is discussed or recorded.

Done this 16th day of July, 2009.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner