

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 5th day of May 20 03

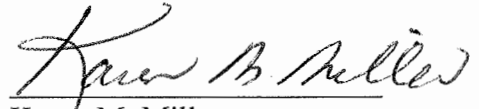
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 25-08APR03 for Carpeting and Installation to Ross Allen Floor Covering. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

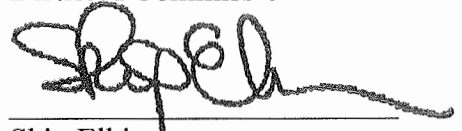
Done this 5th day of May, 2003.



Keith Schnarre
Presiding Commissioner

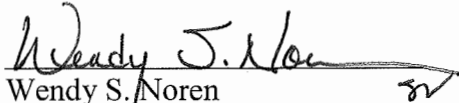


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Marlene Ridgway
Buyer



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

225-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 25-08APR03 – Carpeting and Installation
DATE: April 23, 2003

The Facilities Maintenance Department and I have reviewed the bids received for carpet and installation at the Boone County Sheriff's Department and recommend award to Ross Allen Floor Covering for having the lowest and best bid meeting our minimum specifications. We recommend award of the base bid and alternate one for the contract amount of \$16,901.62 to be paid from organization 6100 account 60100. The amount budgeted for this project was \$16,000 however, funds have been identified to cover the overage.

The bid tabulation is attached.

Bid Tabulation

25-08APR03 - Carpeting And Installation

		Continental Flooring	Richardet Floor Covering	Allen Floors	Ross Allen Floor Covering	Sherwin Williams
4.7.1.	Base Bid - Capet & Install Only					
	Total Sq Yrds	853	805	680	716	950
	Cost per Yard	\$ 16.89	\$ 18.67	\$ 21.00	\$ 18.56	\$ 16.50
	Extened Cost	\$ 14,407.17	\$ 15,029.35	\$ 14,280.00	\$ 13,288.96	\$ 15,675.00
4.7.2.	Base Bid - Cove & Install Only					
	Total Liner Feet	2160	2520	1800	1308	2280
	Cost per Foot	\$ 1.23	\$ 1.46	\$ 1.13	\$ 1.25	\$ 1.30
	Extened Cost	\$ 2,656.80	\$ 3,679.20	\$ 2,034.00	\$ 1,635.00	\$ 2,964.00
	Total for 4.7.1.+ 4.7.2.	\$ 17,063.97	\$ 18,708.55	\$ 16,314.00	\$ 14,923.96	\$ 18,639.00
4.8.	ADD Alternate 1					
4.8.1.	Training Room Carpet & Installation					
	Total Sq Yrds	120	110	105	112	110
	Cost per Yard	\$ 14.13	\$ 23.16	\$ 21.00	\$ 16.43	\$ 15.00
	Extened Cost	\$ 1,695.60	\$ 2,547.60	\$ 2,205.00	\$ 1,840.16	\$ 1,650.00
4.8.2.	Training Room Cove & Installation					
	Total Liner Feet	240	240	120	110	120
	Cost per Foot	\$ 1.23	\$ 1.58	\$ 1.13	\$ 1.25	\$ 1.30
	Extened Cost	\$ 295.20	\$ 379.20	\$ 135.60	\$ 137.50	\$ 156.00
	Total for 4.8.1.+ 4.8.2.	\$ 1,990.80	\$ 2,926.80	\$ 2,340.60	\$ 1,977.66	\$ 1,806.00
4.8.3.	Totals for all 4.7-4.8.	\$ 19,054.77	\$ 21,635.35	\$ 18,654.60	\$ 16,901.62	\$ 20,445.00
4.9.	Work to begin on	30	14	30	49	28
4.9.1.	Complete by	60	10 (approx)	30	61	40
4.10.3.	Warranty/sample or spec	Yes	Yes	Yes	Bid to Spec	No response

No Bid

CONTRACT AGREEMENT FORM

THIS AGREEMENT, made and entered into by and between the **Boone County Commission of Columbia, Missouri**, (hereinafter referred to as the Owner), and **Ross Allen Floor Covering, Inc.**, (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:

The Contractor at his/her own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal contractors bid response as follows:

**BID #25-08APR03 – Carpeting and Installation
Base Bid and Alternate 1**

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

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 & General Conditions of Bidding,
2. Primary Specifications,
3. Response Presentation and Review,
4. Response Form,
5. Standard Terms and Conditions
6. Attachment 1
7. Prevailing Wage
8. Insurance Requirements,
9. any applicable Addenda.

The Contractor further agrees that he/she 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, and that his/her information was secured by personal investigation and research and not from any estimates of the Owner; and that he/she will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further 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 Engineer under the Contract.

The work shall be done to complete satisfaction of the Owner and, in the case of 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 agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

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 \$10.00 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 it 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.

The Contractor agrees that he/she will comply with all federal and state laws and regulations and local ordinances and that he/she will comply and cause each of his/her 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.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his/her 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/she 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 him/her hereunder; and that he/she has not, in estimating the Contract price demand by him/her, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him/her 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.

The Owner agrees to pay the Contractor in the amount of

Sixteen Thousand Nine Hundred One Dollars and 62/100 (\$16,901.62)

and full compensation for the performance of work embraced in this contract, subject to adjustment as provided for changes in quantities and approved change orders.

DATE OF AGREEMENT:

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 5 MAY 2003 at Columbia, Missouri.
(Date)

CONTRACTOR:

OWNER:
COUNTY, MISSOURI

By: Ross L Allen
Authorized Representative

By: Keith Schnarre
Keith Schnarre, Presiding Commissioner

By: Ross L Allen Secretary
Signature Title

ATTEST:

Approved as to Legal Form:

Wendy J. Noren
Wendy Noren, County Clerk

John Patton
John Patton, Boone County Counselor

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) incurred by this contract. (Note: Certification of this contract is not required if the terms of this contract do not result in a measurable county obligation at this time.)

June C. Pitelofsky
Signature

4/28/03
Date

6100-60100 - \$16,901.62

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 5th day of May 20 03

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

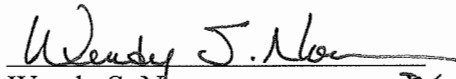
Now on this day the County Commission of the County of Boone does hereby award bid 30-22APR03 for Variable Frequency Drives to Meyer Electric. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

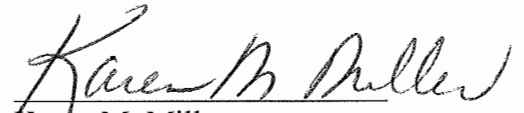
Done this 5th day of May, 2003.



Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



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

226-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 30-22APR03 – Variable Frequency Drives
DATE: April 28, 2003

The Facilities Maintenance Department and I have reviewed the response received for installation of variable frequency drives at the Boone County Government Center and recommend award to Meyer Electric for having the best bid meeting our minimum specifications. Total contract amount is \$9,993.00 to be paid from organization 6100 account 60200. The amount budgeted for this project was \$13,000.

The bid tabulation is attached.

Bid Tabulation

30-22APR03 - Variable Frequency Drives

		Meyer Electric	
4.7.	Description	Pricing	
4.7.1.	Total Cost to Furnish & Install Variable Frequency Drivers as Described in Section 2	\$	9,993.00
	Brand & Model	Toshiba Model E34220EE W/ Disconnect, By Pass & RS-485 Option Card	
4.7.2	Work Will Begin on this Project ___ days after receipt of Notice to Proceed	10	
4.7.3.	Work Will Be Completed in ___ days after beginning project.	30	
4.8.	Warranty	1 Year parts & labor	

No Bid

Drummond Mechanical

GM Supply

4/28/03

DATE

8074

Meyer Electric Co., Inc.

VENDOR NAME

PHONE #

VENDOR NO.

ADDRESS

CITY

STATE ZIP

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Purch

226-7003

BID DOCUMENTATION

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

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

- Transaction Not Subject To Bidding For The Following Reason:**
- Utility
 - Travel
 - Dues
 - Refund
 - Cooperative Agreement
 - Other (Explain):
 - Training
 - Pub/Subscriptions
 - Required Gov Payment
 - Agency Fund Distribution

#30-22APR03
(Enter Applicable Bid / Sole Source / Emergency Number)

RECEIVED
APR 29 2003

Ship To Department # 6100

Bill To Department # 6100

Department				Account				Item Description	Qty	Unit Price	Amount
b	1	0	0	6	<i>02</i>	0	0	Variable Frequency Drives	1	9993	9993.00

CLERK'S OFFICE

*DO NOT UNSTAPLE THESE PAGES
*THE ONLY ACTION NEEDED IS TO WRITE THE
COMM ORDER # ON THE FORM AND RETURN TO
AUDITOR'S OFFICE.

Requesting Official

Auditor Approval

#1308

CONTRACT AGREEMENT FORM

THIS AGREEMENT, made and entered into by and between the **Boone County Commission of Columbia, Missouri**, (hereinafter referred to as the Owner), and **Meyer Electric Co., Inc.**, (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:

The Contractor at his/her own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal contractors bid response as follows:

BID #30-22APR03 – Variable Frequency Drives

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

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 & General Conditions of Bidding,
2. Primary Specifications,
3. Response Presentation and Review,
4. Response Form,
5. Standard Terms and Conditions
6. Attachment 1 & 2
7. Prevailing Wage
8. Insurance Requirements,
9. any applicable Addenda.

The Contractor further agrees that he/she 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, and that his/her information was secured by personal investigation and research and not from any estimates of the Owner; and that he/she will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further 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 Engineer under the Contract.

The work shall be done to complete satisfaction of the Owner and, in the case of 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 agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

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 \$10.00 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 it 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.

The Contractor agrees that he/she will comply with all federal and state laws and regulations and local ordinances and that he/she will comply and cause each of his/her 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.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his/her 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/she 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 him/her hereunder; and that he/she has not, in estimating the Contract price demand by him/her, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him/her 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.

The Owner agrees to pay the Contractor in the amount of

Nine Thousand Nine Hundred Ninety-three Dollars and 00/100 (\$9,993.00)

and full compensation for the performance of work embraced in this contract, subject to adjustment as provided for changes in quantities and approved change orders.

DATE OF AGREEMENT:

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 5 MAY 2003 at Columbia, Missouri.
(Date)

CONTRACTOR:

OWNER:
COUNTY, MISSOURI

By: Leon J. Keller
Authorized Representative

By: Keith Schnarre
Keith Schnarre, Presiding Commissioner

By: [Signature] Vice Pres
Signature Title

ATTEST:

Wendy J. Noren
Wendy Noren, County Clerk

Approved as to Legal Form:

[Signature]
John Patton, Boone County Counselor

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) incurred by this contract. (Note: Certification of this contract is not required if the terms of this contract do not result in a measurable county obligation at this time.)

June C. Pitzerford
Signature *by me*

4/30/03
Date

6100-60200 - \$9,993.00
Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the May Adjourned Term. 20 03

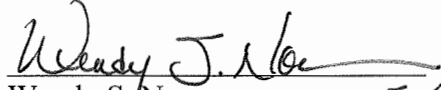
In the County Commission of said county, on the 5th day of May 20 03


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

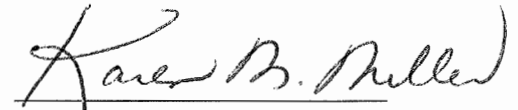
Now on this day the County Commission of the County of Boone does hereby award bid 24-08APR03 for Overhead Garage Door and Installation to Smarr Garage Door. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 5th day of May, 2003.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



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

227-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 24-08APR03 – Overhead Garage Door and Installation
DATE: April 28, 2003

The Facilities Maintenance department and I have reviewed the responses received for the above referenced bid and recommend awarding to Smarr Garage Door for having the lowest and best bid meeting the minimum specifications. Total contract amount is \$3,433 to be paid from 6100 account 60100. The amount budgeted for this replacement was \$6,000.

The bid tabulation is attached.

Bid Tabulation

24-08Apr03 - Overhead Garage Door & Installation

4.7.	Pricing	Overhead Door	Smarr Garage Door
4.7.1.	Total Cost Section 2.2.	5150.00	3433
4.7.2.	Work will begin	21-28	21-48
4.7.3.	Work will be completed	1 to 2 days	1to 2 days
4.7.8.	Warranty	1 Year	1Year

No Bid

CONTRACT AGREEMENT FORM

THIS AGREEMENT, made and entered into by and between the **Boone County Commission of Columbia, Missouri**, (hereinafter referred to as the Owner), and **Smarr Garage Door, Inc.**, (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:

The Contractor at his/her own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal contractors bid response as follows:

BID #24-08APR03 – Overhead Garage Door and Installation

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

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 & General Conditions of Bidding,
2. Primary Specifications,
3. Response Presentation and Review,
4. Response Form,
5. Standard Terms and Conditions
6. Prevailing Wage
7. Insurance Requirements,
8. any applicable Addenda.

The Contractor further agrees that he/she 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, and that his/her information was secured by personal investigation and research and not from any estimates of the Owner; and that he/she will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further 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 Engineer under the Contract.

The work shall be done to complete satisfaction of the Owner and, in the case of 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 agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

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 \$10.00 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 it 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.

The Contractor agrees that he/she will comply with all federal and state laws and regulations and local ordinances and that he/she will comply and cause each of his/her 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.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his/her 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/she 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 him/her hereunder; and that he/she has not, in estimating the Contract price demand by him/her, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him/her 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.

The Owner agrees to pay the Contractor in the amount of

Three Thousand Four Hundred Thirty-three Dollars and 00/100 (\$3,433.00)

and full compensation for the performance of work embraced in this contract, subject to adjustment as provided for changes in quantities and approved change orders.

DATE OF AGREEMENT:

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 5 MAY 2003 at Columbia, Missouri.
(Date)

CONTRACTOR:

OWNER:
COUNTY, MISSOURI

By: *Simon George Ross Jr.*
Authorized Representative

By: *Keith Schnarre*
Keith Schnarre, Presiding Commissioner

By: *Robt. Ann Ross*
Signature Title

ATTEST:

Wendy S. Noren
Wendy Noren, County Clerk *TV*

Approved as to Legal Form:

[Signature]
John Patton, Boone County Counselor

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) incurred by this contract. (Note: Certification of this contract is not required if the terms of this contract do not result in a measurable county obligation at this time.)

June C. Pitchford
Signature *by se*

4/30/03
Date

6100-60100 - \$3,433.00

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 5th day of May 20 03

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Voucher for Payment of Annual Contributions and Operating Statement – Year End Closing Statements for HUD for the Central Missouri Counties Human Development Corporation.

Done this 5th day of May, 2003.

ATTEST:

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

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Voucher for Payment of Annual Contributions and Operating Statement

Housing Assistance Payments Program

See Instructions in the appropriate program Handbooks.

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner



OMB Approval No. 2502-0348 (Exp. 8/31/91)

Public Reporting Burden for this collection of information is estimated to average 0.66 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2502-0348), Washington, D.C. 20503.

1. Public Housing Agency: (name and address) BOONE CONTY PHA 807-B NORTH PROVIDENCE ROAD COLUMBIA, MO 65203	2. Program Type: <input type="checkbox"/> Section 23 <input checked="" type="checkbox"/> Section 8	3. Project No.: M 0 3 6 V 1 9 8 0 0 1	Voucher No.: (HUD Use Only)
	4. PHA Annual Contributions Contract No.: KC-5091.	5. PHA Fiscal Year Ending Date: (Mark one & complete the year) <input checked="" type="checkbox"/> (a) March 31, <input type="checkbox"/> (b) June 30, <input type="checkbox"/> (c) Sept. 30, <input type="checkbox"/> (d) December 31, 19 <input type="text" value="03"/>	
	6. HUD Field Office: ST. LOUIS, MO	7. HUD Regional Office: KANSAS CITY, MO	8. Begin. Date of First PHA Fiscal Year: / /

9. Housing Program Type: (mark One) <input type="checkbox"/> (a) New Construction <input type="checkbox"/> (b) Substantial Rehab. <input type="checkbox"/> (c) Moderate Rehab. <input type="checkbox"/> (d) Rental Certificates <input checked="" type="checkbox"/> (e) Rental Vouchers	10. Number of Dwelling Units: Under ACC: (Supported by Annual Contributions) 401 Under Lease: 388	11. Number of Unit Months: 4735	Request is hereby made for the payment of annual contributions pursuant to the terms and conditions of the above numbered Annual Contributions Contract for the project and fiscal year shown above.
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Part I. Request for Payment	Approved Budget Estimates (a)	PHA Actuals (Rental Vouchers Only)		PHA Actuals Total (d)	HUD Approved (Rental Vouchers Only)		HUD Approved Total (g)
		Housing Payments (b)	PHA Fee (c)		Housing Payments (e)	PHA Fee (f)	
Maximum Annual Contributions Available							
12 Maximum Annual Contributions Commitment (per ACC)	1484633.00			1484633.00			
13 Prorata Maximum Annual Contributions Applicable to a Period in Excess of Twelve Months	192788.00			192788.00			
14 Maximum Annual Contribution for Fiscal Year (Lines 12 and 13)	1677421.00			1677421.00			
15 Contingency Reserve, Project Account or Subsidy or Fee Reserve							
2825 Section 23 Projects 2827 Section 8 Projects 2827.1 Rental Voucher Subsidy 2827.2 Rental Voucher Fees	203902.00			203902.00			
16 Total Annual Contributions Available	1881323.00			1881323.00			
Annual Contributions Required							
17 4715 Housing Assistance Payments	1331259.00			1288067.00			
18 Security and Utility Deposit Fund (Section 23 Only)							
19 Ongoing Administrative Fees Earned	194791.00			194448.00			

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	Approved Budget Estimates (a)	PHA Actuals (Rental Vouchers Only)		PHA Actuals Total (d)	HUD Approved (Rental Vouchers Only)		HUD Approved Total (g)
		Housing Payments (b)	PHA Fee (c)		Housing Payments (e)	PHA Fee (f)	
20 Hard-to-House Fees Earned (Rental Certificates and Rental Vouchers Only)	9675.00			6525.00			
21 Actual Independent Public Accountant Audit Costs	3143.00			3143.00			
22 Actual Preliminary Administrative and General Expense							
23 Actual Preliminary Administrative and General Expense Attributable to Carryover from FY ending: 0 3 3 1 0 3							
24 Actual Preliminary Non-Expendable Equipment Expense							
25 Actual Preliminary Non-Expendable Expense Attributable to Carryover from FY ending: 0 3 3 1 0 3							
26 Total of Funds Required (Lines 17 through 25)	1538868.00			1492183.00			
27 Deficit at End of Preceding Fiscal Year							
28 Project Receipts Other Than Annual Contributions (3610, 3690, 7530 and Section 23 Security and Utility Deposits Repaid)				87.00			
29 Ongoing Administrative Fee Reduction							
30 Total Annual Contributions Required (Lines 26 plus 27 minus 28 minus 29, if applicable)				1492096.00			
Balance of Annual Contributions Available							
31 Project Account Balance (Amount by which Line 16 exceeds Line 30)				389227.00			
32 Deficit (Amount by which Line 30 exceeds Line 16)							
33 Provision for Project Account a) Increase (Amount by which Line 31 exceeds Line 15) b) Decrease (Amount by which Line 15 exceeds Line 31)				185325.00			
Year End Settlement							
34 Annual Contributions Due for Fiscal Year (Line 30 minus 32)				1492096.00			
35 Total Partial Payments Approved by HUD for Fiscal Year				1538868.00			
36 Underpayment due PHA (Amount by which Line 34 exceeds Line 35)							
37 Overpayment due HUD (Amount by which Line 35 exceeds Line 34)				46772.00			

Part II. Operating Receipts			PHA Actuals (Rental Vouchers Only)		PHA Actuals Total (d)	HUD Approved (Rental Vouchers Only)		HUD Approved Total (g)
			Housing Payments (b)	PHA Fee (c)		Housing Payments (e)	PHA Fee (f)	
38	3300	Interest Earned on Operating Reverse Investments			3568.00			
39	3610	Interest Earned on General Fund Investment			87.00			
40	3690	Other Income						
41	7530	Receipts from Non-Expendable Equipment not Replaced						
42	Total Operating Income (Lines 38 through 41)				3655.00			
43	Total Annual Contributions Required (Line 30)				1492096.00			
44	Total Receipts (Line 42 and 43)				1495751.00			
Part III. Operating Expenditures								
45	4715	Housing Assistance Payments			1288067.00			
46	Independent Public Accountant Costs (Section 8 Only)				3143.00			
Ongoing Administrative Expense								
47	4110	Administrative Salaries			130031.00			
48	4130	Legal Expenses						
49	4150	Travel			9708.00			
50	4170	Accounting Fees						
51	4180	Office Rent			13583.00			
52	7520	Replacement of Non-Expendable Equipment						
53	7540	Property Betterments and Additions						
54	4190	Sundry Administrative Expense			21275.00			
55	4400	Maintenance and Operation (Non-Expendable Equipment)						
56	4510	Insurance			300.00			
57	4530	Terminal Leave Payments						
58	4540	Employee Benefit Contributions			32898.00			
59	4590	Other General Expense			1257.00			
60	Total Administrative Expense (Lines 47 through 59)				209052.00			
Preliminary Expense (Attach Supporting Documentation)								
61	4012/4110	Administrative Salaries						
62	4012/4130	Legal Expense						
63	4012/4150	Travel						
64	4012/4170	Accounting Fees						
65	4012/4180	Office Rent						
66	4012/7520	Replacement of Non-Expendable Equipment						
67	4012/7540	Property Betterments and Additions						
68	4012/4190	Sundry Administrative Expense						
69	4012/4540	Employee Benefit Contributions						
70	4012/4400	Maintenance and Operation (Non-Expendable Equipment)						
71	4012/4510	Insurance						
72	Total Preliminary Expense (Lines 61 through 71)							
73	Total Operating Expenditures (Total of Lines 45, 46, 60, 72)				1500262.00			

	PHA Actuals (Rental Vouchers Only)		PHA Actuals Total (d)	HUD Approved (Rental Vouchers Only)		HUD Approved Total (g)
	Housing Payments (b)	PHA Fee (c)		Housing Payments (e)	PHA Fee (f)	
Prior Year Adjustments						
74	Affecting Residual Receipts (or Deficit) -- for Debit (Credit)					
75	Total Operating Expenses (Lines 73 and 74)		1500262.00			
76	Net Income (or Deficit) before Provision for Operating Reserve (Line 44 minus Line 75)		(4511.00)			
Part IV. Analysis of Operating Reserve			PHA Actual Total (d)	HUD Approved Total (g)		HUD Approved Total (g)
77	Operating Reserve - Balance at Beginning of Fiscal Year Covered by This Statement		125234.00	Status of Contingency Reserve (Section 23 Projects Only) 87 2825 Contingency Reserve - Balance at the End of Fiscal Year (Line 31 or 10% of Line 12, whichever is the lesser)		
2824	Section 23					
2826	Section 8					
2826.1	Housing Vouchers			88 7025 Prov. for Contingency Reserve a) Increase (Amount by which Line 87 exceeds Line 15) b) Decrease (Amount by which Line 15 exceeds Line 87)		
78	Cash Withdrawals for Reserve or Recapture During Fiscal Year					
79	Net Operating Reserve After Cash Withdrawals (Line 77 minus Line 78)		125234.00			
80	Net Income (or Deficit) before Provision for Operating Reserve (Line 76)		(4511.00)	Status of Security and Utility Deposit Fund (Section 23 Projects Only) 89 2168.1 Security and Utility Deposits Funds Provided 90 2168.2 Security and Utility Deposits (Uncollectable Advances) 91 Balance of Security and Utility Deposits Fund (Line 89 minus Line 90) 92 1127 Accounts Receivable - Advances for Security and Utility Deposits 93 Security and Utility Deposit Funds Available (Line 91 minus Line 92)		
81	Net Deficit Brought Forward From Preceding Fiscal Year (Line 86)					
82	Total Income (or Deficit) (Line 80 minus Line 81)		(4511.00)			
Provision for Operating Reserve (Acct. 7016/Sec. 8; Acct. 7016.1/Rental Vouchers)						
83	Addition (The amount of income, if any, on Line 82)					
84	Deduction (The amount of deficit, if any, on Line 82, but not to exceed the amount on Line 80)		4511.00			
85	Operating Reserve - Balance at End of Fiscal Year Covered by This Statement (Line 79 plus Line 83 minus Line 84, as applicable)		120723.00			
86	Deficit at End of Fiscal Year Covered by This Statement, if any (Line 82 minus Line 84)					

I Certify that (1) housing assistance payments have been or will be made only in accordance with Housing Assistance Payments Contracts or Rental Voucher Contracts in the form prescribed by HUD and in accordance with HUD regulations and requirements; (2) units have been inspected by the PHA in accordance with HUD regulations and requirements; and (3) this voucher for annual contributions has been examined by me and to the best of my knowledge and belief is true, correct and complete; (4) the rental certificate and/or rental voucher financial statement(s) do not include, as an expense, portability payments due from other PHAs; (5) no employee has served in a variety of positions which exceeded 100% of his/her official time.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Public Housing Agency:

BOONE COUNTY PHA

Signature and Title of Authorized Official & Date:

X KEITH SCHNARRE
PRESIDING COMM

Keith Schnarre

5 MAY 2003

The Field Office has reviewed the Ongoing Administrative Expenses and the Supporting Documentation for the Preliminary Expenses. They are approved subject to audit verification.

For Regional Office Use Only Signature of Reviewer & Date:

X

Signature of the Director, Housing Management Division:

Overpayment Received from PHA:

Underpayment Certified for Payment to the PHA:

Date Underpayment Certified:

\$

\$



Central Missouri Counties' Human Development Corporation

A Community Action Agency
807-B N. PROVIDENCE ROAD
COLUMBIA, MO 65203
(FAX) 573-875-2689 • (TDD) 573-874-6993
573-443-8706

Rodney Garnett
President

David L. Thayer
Executive Director

CMCHDC
Community
Service
Centers:

April 30, 2003

AUDRAIN COUNTY
716 E. Breckenridge
Mexico, MO 65265
573-581-3238
Fax 573-581-3449

BOONE COUNTY
807-A N. Providence Road
Columbia, MO 65203
573-443-8731
573-874-6993 (TDD)
Fax 573-499-9918

CALLAWAY COUNTY
600 Collier Lane
Fulton, MO 65251
573-642-3316
Fax 573-592-0977

COLE COUNTY
230 W. Dunklin
Jefferson City, MO 65101
573-635-4480
Fax 573-635-9935

COOPER COUNTY
401 East High Street, Suite C
Boonville, MO 65233
660-882-5601
Fax 660-882-9622

HOWARD COUNTY
207 N. Main
Payette, MO 65248
660-248-3503
Fax 660-248-3915

MONITEAU COUNTY
604 East Buchanan Street, Suite B
California, MO 65018
573-796-3238
Fax 573-796-8338

OSAGE COUNTY
Kuster Bldg., Main St.
P.O. Box 228
Linn, MO 65051
573-897-3523
Fax 573-897-3168

Keith Schnarre
Boone County Commission
801 E. Walnut Street
Columbia, Missouri 65201

Dear Mr. Schnarre:

Enclosed you will find copies of the Voucher for Payment of Annual Contributions and Operating Statement, form HUD-52681, for MO198VO. This is the March 31, 2003 year-end close form for the Voucher projects for FY03. The form must be signed in **blue** ink.

I have arranged, with the County Clerk's Office, to appear before the Commission meeting on May 1, 2003 at 1:30 PM.

Yours truly,

Barbara Johnson
Accountant

CMCHDC Programs:

Information & Referral • Head Start • Weatherization • Rental Assistance
Foster Grandparents • Employment & Training • Emergency Services • Utility Assistance • Family Development Services
Community Housing Development Organization

CMCHDC provides services on a non-discriminatory basis

CERTIFIED COPY OF ORDER

229 -2003

STATE OF MISSOURI }
County of Boone } ea.

May Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 5th day of May 20 03

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

Now on this day the County Commission of the County of Boone does hereby approve the Water Line Relocation Cost Allocation Agreement for the Heller Road Storm Sewer Improvements with Public Water Supply District #4. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 5th day of May, 2003.

ATTEST:

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

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

229-2003

**WATER LINE RELOCATION COST ALLOCATION AGREEMENT
HELLER ROAD STORM SEWER IMPROVEMENTS**

THIS AGREEMENT, dated the 5 day of MAY, 2003, is made by and between **BOONE COUNTY, MISSOURI**, through its County Commission ("County") and **PUBLIC WATER SUPPLY DISTRICT NO. 4** of Boone County, Missouri ("District").

In consideration of each Party's performance of the obligations set forth in this Agreement, the Parties agree to the following:

1. **Background and Purposes of Agreement.** The County has prepared, or is in the process of preparing, Final Plans and Specifications for road improvements, known as the Storm Sewer Plan drainage Improvements Heller Road ("the Project"), which such Plans and Specifications are described as follows: Installation of storm sewer piping and catch basins along Heller Road and attaching to outlet pipes under the Colt Rail Road and under North Brown Station Road prepared by Allstate Consultants, P.C., dated March 10, 2003, and which such Final Plans and Specifications ("the Project Plans") have been provided to District. It has been determined that the Project will require improvement of Water Lines owned by District in areas which will be disturbed by construction for the Project, or will be affected by the Project. Both Parties desire to coordinate their work in order to assure that Road construction work for the Project can go forward and be completed without unreasonable delay and without disruption of water service to District's customers. County intends to reimburse District for all or a part of its actual Water Line improvement costs incurred by District in improving those Water Lines which must be improved because of the Project. In order to accomplish these objectives, County and District are entering into this Agreement. This Agreement is entered into by the County and the District pursuant to that Cooperative Agreement ("the Cooperative Agreement") between the County and various Public Water Supply Districts located in Boone County, Missouri, dated June 6, 2001, which is incorporated herein by reference.

2. **Terms/Definitions.** Unless the context clearly indicates otherwise, each term used in this Agreement, which is defined in Section 2 "Definitions" of the Cooperative Agreement, shall have the same meaning as is provided for by Section 2 of the Cooperative Agreement.

3. **Water Line Improvement Plan.** District has submitted to County and County has approved a Water Line Evaluation and Plan for District's Water Lines which contains options for avoiding or eliminating conflicts between Water Lines and the County Project. The County and District have agreed upon the exercise of a design option and solution that meets the needs of both Parties with respect to avoidance or elimination of such conflicts ("the Water Line Plan"). The option and Preliminary Waterline Plan agreed upon is described as follows: Simple price quote to encase existing waterline "In Place" in areas identified by Boone County Public Works as location roadway will relocate to.

Further, the County has completed or is in the process of completing Final Project Plans and has submitted or intends to submit those Final Project Plans to District within the time periods permitted by the Cooperative Agreement. Promptly upon receipt of County's Project Plans (if not already received), and of a written request of the County that District so proceed, for improvement and/or other work on District's Water Lines based upon the Water Line Plan and the design option specified above. County agrees to compensate District for the actual costs incurred by District in implementing the Final Water Line Plan as follows:

District shall be permitted to submit to County, on a monthly basis, invoices for those portions of District's fees and costs for completion of the Final Water Line Plan, which are to be paid by County, pursuant to this Paragraph 3. All such invoices which are properly payable by County, shall be paid by County within thirty (30) days of the date of submission to County. All costs and expenses shall be documented by District in sufficient detail and with receipts and other evidence of expense as shall be required by the Auditor of Boone County, Missouri. The County shall have the right to withhold payment on undocumented costs and expenses which are not approved by the Auditor of Boone County, Missouri.

4. Easement Acquisition. Implementation of the Water Line improvement Plan does require acquisition by District of new private Water Line Easements. If the provisions of this Paragraph 4 state that implementation of the Water Line improvement Plan will require acquisition of new private Water Line Easements by District, then the acquisition of such new private Water Line Easements shall be coordinated with, or performed by, County, as a part of the County's Road Right-of-Way and Easement acquisition process, consistent with that "Cooperative Agreement".

5. Water Line Improvement. Subject to this Agreement and the Cooperative Agreement, District agrees to perform, or to cause to be performed, the Water Line Improvement work, or other work, provided for by the Final Water Line Plan, before the scheduled commencement of Road Construction for the Project, or to perform, or to cause to be performed, such work in coordination with the Road construction work required for the Project, so as to not delay the Project.

6. Selection of Option for Performing Work. District has determined that the actual construction work under the Final Water Line Plan ("the Water Line Work") required for the Project will be performed as follows:

 X By District's own forces.

District shall be solely responsible for performance of the Water Line Work, determining the contractor to be chosen for any Water Line Work which is bid by District or bid as an alternate bid with the Project bid letting; for entering into its own construction contract for the Water Line Improvement Work and administering such contract when bid by District or bid as an alternate bid under County's project bid; and District shall be exclusively responsible for the performance and supervision of Water Line Work when such work is included in a County contract for the Project. The expense of the Water Line Improvement Work shall be subject to allocation between District and County, as more specifically described below in this Agreement.

7. **Parts of Water Line for Which County is Obligated to Pay Improvement Costs.**

County agrees that County is obligated to reimburse District for District's costs incurred for Improvement that portion or those portions of District's existing Water Lines, or other Water Line Work, described as follows: Encase existing waterline "In Place" at locations identified by Boone County Public Works as locations roadway will relocate to.

The cost to be reimbursed by County to District for improving such portions of the Water Line shall be determined, pursuant to this Agreement, without inclusion of the expense and cost of upgrade in size or capacity, meaning that all incremental costs associated solely with such upgrades shall be the District's responsibility.

8. **Construction Cost Allocation.** County agrees to compensate District for the actual cost of the Water Line Improvement Work for those parts of the Water Line for which County is obligated to reimburse District for the Water Line Work, as described in Paragraph 7 above, on the basis of the following:

 X The actual cost of Improvement incurred by District using its own forces, based upon: (i) the actual cost of materials; and (ii) District's actual cost for use of District's personnel, including salaries or wages (allocated on an hourly basis for hours actually devoted to the work) plus District's share of payroll taxes, fringe benefits and District's reasonably allocated insurance costs, including worker's compensation insurance costs; and (iii) reasonable equipment rates for use of District's equipment, which shall not exceed the reasonable rental rates chargeable in Boone County, Missouri for similar equipment; and (iv) all of District's other reasonable, out of pocket costs and expenses which are necessarily and reasonably incurred to accomplish the Water Line Work, not to exceed the sum of One Thousand Eight Hundred Thirty Three and ten cents (\$1,833.10) unless a higher amount is approved by County prior to performance of additional work requiring a higher amount. All such actual costs and expenses shall be documented by District in sufficient detail and with receipts and other evidence of expense as shall be required by the Auditor of Boone County, Missouri.

District shall be permitted to submit invoices to County, on a monthly basis, with such invoices to be submitted on or near the first day of each month, for County's share of the Water Line Work, determined in accordance with the provisions of this Paragraph 8, for construction accomplished during the previous month. All invoices which are properly payable by County shall be paid by County within thirty days (30) of the date of their submission to County. The County shall have the right to withhold payment on undocumented costs and expenses which are not approved by the Auditor of Boone County, Missouri.

9. **Cost of Inspection.** County and District agree that County shall compensate District for the actual costs incurred by District in inspecting the Water Line Improvement Work, during construction, for those parts of the Water Line for which County is obligated to reimburse District

for the Water Line Improvement costs, as described in Paragraph 7 above, or as follows, or on the basis of the following:

 X A lump sum for all inspection work in the amount of One Hundred Dollars (\$100.00).

District may invoice County, at monthly intervals, on or before the first day of each month, for the County's share of inspection costs incurred by the District, during the previous month, as the County's share of inspection costs is reasonably determined in accordance with the provisions of this Paragraph 9. All such invoices, which are properly payable, shall be payable within thirty (30) days of submission. The County shall have the right to withhold payment on undocumented costs and expenses which are not approved by the Auditor of Boone County, Missouri.

10. Easement Cost Allocation. If applicable, County and District agree, with respect to the acquisition of the new private Water Line Easements required by District for implementation of the Water Line Improvement plan, as follows: County to acquire easement on existing waterline at current location.

11. Location. County agrees to physically locate and mark by flags, or other appropriate surface markings, the Road Right-of-Way in areas involved with District's Water Line Improvement and installation along the above described Project. County's markings shall include the boundaries of County's Right-of-Way and the centerline station numbers of County's Project, so that District can identify both the boundaries of the Road Right-of-Way and the various centerline stations, by station number.

12. Coordination of Work and Time Limits. The County and District agree to use their best efforts to coordinate all engineering and construction work to be performed under this Agreement. The agreements between County and District for the sharing of costs for the preparation of the Final Water Line Plan, under Paragraph 3 of this Agreement and the agreement for sharing costs of physically Improving Water Lines, under Paragraph 8 of this Agreement, shall be subject to the time limits for performance specified in the Cooperative Agreement unless the District and County mutually agree, in writing, to shorten or extend the times for performance, which agreement shall not be withheld when reasonable cause exists to modify the times for performance. Reasonable cause to modify the times for performance shall exist when work to be performed takes less time to perform than anticipated, or when scheduled work is delayed for reasons outside of the control of either Party to this Agreement, or when it is otherwise mutually agreed that the schedule for work should be modified for other good and sufficient reasons. If either the County or District suspends or terminates scheduled work to be performed under this Agreement, then the Party causing such suspension or termination shall be liable for the actual costs and expenses incurred by the other Party resulting from suspension or termination, provided that in the event suspension or termination occurs, both parties shall be required to mitigate any financial loss they may incur as a result of suspension or termination.

13. Letting of Bids or Commencement of Construction Work.

A. If Work is to be Performed by District's Own Forces. If Paragraph 6 of this Contract indicates that District is going to perform the Relocation Work with its own forces, then, upon receipt from the County of a written request that District proceed with the Water Line Improvement Work, District shall so proceed with the work, as soon as is reasonably practicable, and shall complete such work within approximately One Hundred Twenty (120) days of the date of the County's request that the District proceed with the Water Line Relocation Work.

14. Coordination of Work. The County and District agree to use their best efforts, and good faith, to coordinate all engineering and construction work to be performed under this Agreement.

15. Extension of Time. Subject to Paragraph 16 below, the times for performance specified herein shall be extended when scheduled work is delayed for reasons outside the control of the Party to this agreement who is required to perform such work or to cause such work to be performed, or when it is otherwise mutually agreed that the schedule for work should be modified for good and sufficient cause. If either party to this Agreement becomes aware of a need for an extension of time or of a delay in the work, then such party shall promptly notify the other party, in writing, of the need for such extension, or of the delay, and of the anticipated extent of such delay.

16. Suspension or Termination of Work. If either County or District, without the consent of the other Party, suspends or terminates schedule work to be performed under this Agreement, and, as a result, the other party sustain additional cost or expense, then the Party causing such suspension or termination shall be liable to the other Party for the actual costs and expenses incurred by the other Party as a result of such suspension or termination; provided that, in the event suspension or termination occurs, both parties shall be required to mitigate any financial loss they may incur as a result of the suspension or termination.

Public Water Supply District No. 4

By: Kenneth L. Wise

District Manager

Boone County, Missouri

By: Keith Schmaus

Presiding Commissioner

Attest: Wendy J. Kuba

County Clerk

Approved as to sufficient unencumbered appropriations:

Jane E. Pitea 4/28/03
County Auditor ayse Date

Approved as to form:

[Signature]
County Attorney Date

PUBLIC WATER SUPPLY DISTRICT NO. 4
P O BOX 407
HALLSVILLE, MO 65255

Boone Co Road District

April 9, 2003

ESTIMATE FOR LOWERING AND CASING A WATER MAIN AT HELLER ROAD
AND NORTH BROWN STATION ROAD:

MATERIAL:

200'	6" PVC PIPE @ 2.16	\$ 432.00
240'	4" PVC PIPE @ .76	182.40
2	4" REPAIR COUP @ 15.35	30.70
3	Loads Gavel @ 48.00	144.00

TOTAL MATERIAL \$ 789.10

LABOR

16 HR	CHRIS @ 14.50	232.00
16 HR	KEN C @ 14.50	232.00
16 HR	BRAD @ 11.25	180.00
16 HR	BACKHOE @ 25.00	400.00

TOTAL LABOR \$1,044.00

TOTAL JOB \$1,833.10

This estimate is for normal digging only. Rock, rocky soil, heavy brush, creek crossings or other such obstacles could increase the cost due to more time involved. Materials are based on material on hand. If materials must be purchased, the cost difference, if any, will be billed or refunded at the completion of the job.

Thank You,


Bonnie L Durk, Office Manager

Signature

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

May Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 5th day of May 20 03

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

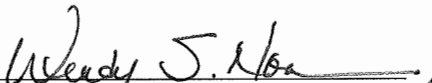
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:


DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
2040-91300: Public Works – Machinery and Equipment	\$9,200.00	
2040-91302: Public Works – Computer Software		\$9,200.00

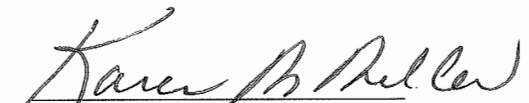
Said budget revision is for the purchase Stormview software program.

Done this 5th day of May, 2003.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

RECEIVED
APR 22 2003

EFFECTIVE DATE

FOR AUDITORS USE

230-2003

Department										Account										Department Name	Account Name	(Use whole \$ amounts)	
																						Transfer From	Transfer To
																						Decrease	Increase
2	0	4	0							9	1	3	0	2		Computer Software		9,200					
2	0	4	0							9	1	3	0	0		Machinery & Equip	9,200						
																	9,200	9,200					

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **At the time of the 2003 budget preparation, PW owned Cartegraph "Bridgeview" software which contained a culvert tracking function. It was anticipated that we would use this software to continue our culvert inventory project. In January of 2003, Cartegraph introduced significantly revised software which increased speed for compatibility with Windows 98 and 2000 and moved the culvert tracking function from "Bridgeview" to their "Stormview" software. After reviewing the functionality of the revised software, we have determined that it would be most cost effective to purchase the "Stormview" package. Cartegraph has agreed to give us a \$4000 credit for the previously purchased "Bridgeview" software. The additional funds are available in the 91300 account because the recently purchased pushblades came in under estimated cost.**

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

[Signature]

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments: *class 9 spreadsheet attached*

[Signature]

Auditor's Office

[Signature]

PRESIDING COMMISSIONER

[Signature]

DISTRICT I COMMISSIONER

[Signature]

DISTRICT II COMMISSIONER

CarteGraph Budget Proposal to Boone County, MO

2-Apr-03

Boone County				
Software Modules + Maintenance	Number	Unit Costs	Total Cost	Comments
StormView	2	\$4,800	\$9,600	
XYZ Link	2	\$600	\$1,200	
Map Director AV GIS	1	\$2,400	\$2,400	
DISCOUNT	1	-\$4,000	\$4,000	Replacing BridgeView 4.0 with StormView 5.X
TOTAL (Software)			\$9,200.00	
Services				
4 Day On-Site Consultation	4 Days	\$1,450	\$5,800	Storm, XYZ Link, Map Director for ArcGIS - Data Collection
Includes installation, Development of one inventory form This will emphasize data collection and integration to Trimble GPS. Will include the set up one data collection form and setting up 1 replication process from remote units to server and network.				
Web Training Data Collection	2	\$500	\$1,000	Train 2 people of integration between Trimble GPS and the custom data collection form. How to run the replication process.
StormView	1	\$500	\$500	\$500 StormView Training (One Person)
Web Mentoring Work Director	1	\$1,000	\$1,000	
TOTAL (Services)			\$8,300	
TOTALS				
Software			\$9,200	
Services			\$8,300	
TOTAL			\$17,500	

These prices are for budgetary purposes only. This is not a proposal of work and are subject to change.
 This pricing is for MSAccess database options. It is assumed that Boone County will supply proper MSAccess licensing

4/23/03

FY 2003
 Budget Amendments/Revisions
Public Works - Maintenance (2040)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	1/3/03	10510 86850	CERF-Employer Paid Contrib Contingency	5,079	5,079	Move budget for additional 4% CERF from Contingency to class 1	
2	4/22/03	91302 91300	Computer Software Machinery & Equipment	9,200	9,200	Purchase Stormview software	Account 91302 Computer Software - 2002 Budget \$0 YTD Actual \$0 Account 91300 Machinery & Equipment - 2002 Budget \$29,500 YTD Actual \$10,185 Class 9 Fixed Asset Additions - 2002 Budget \$1,042,285 YTD Actual \$884,492

13 CLASS 9

pt-Account	Description	Original Budget Amount	Budget Revision Date	Budget Revision Amount	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
Public Works - Maintenance										
40-91200	change order #2 So. Facility Addition				0	4/15/03	3,853			(3,853)
	Total	0		0	0		3,853		0	(3,853)
40-91300	push blades - motor grader - (3)	24,000			24,000			3-17-03	10,185	13,815
40-91300	grapple - for skid steer (CO 120-2003)							3-17-03	2,226	(2,226)
40-91300	gps receiver - (2)	4,000			4,000					4,000
40-91300	electronic distance measuring device - (3)	1,500			1,500			4-22-03	1,455	45
	Total	29,500		0	29,500		0		13,866	15,634
40-91301	camera - (3)	1,485			1,485					1,485
40-91301	printer	2,050			2,050			3-5-03	1,544	506
	Total	3,535		0	3,535		0		1,544	1,991
40-91400	trailers - emergency management	23,400			23,400	3-6-03	18,867	2-24-03	1,630	2,903
	Total	23,400		0	23,400		18,867		1,630	2,903
40-92100	chair	450			450					450
	Total	450		0	450		0		0	450
40-92300	motorgrader	144,000			144,000			3-17-03	142,500	1,500
40-92300	radio - 2-way - (7)	32,900			32,900					32,900
40-92300	mower - boom - (2)	159,000			159,000	1-22-03	139,956			19,044
40-92300	backhoe - (2)	144,000			144,000	1-21-03	102,164			41,836
40-92300	spreader - v-box tandem	39,000			39,000	1-15-03	38,556			444
40-92300	snow plow - 10' - (3)	15,600			15,600	1-15-03	13,950			1,650
40-92300	paging system	1,500			1,500					1,500
	Total	536,000		0	536,000		294,626		142,500	98,874
40-92302	fleet operations update	3,200			3,200					3,200
40-92302	snap-on diagnostic update	2,700			2,700					2,700
	Total	5,900		0	5,900		0		0	5,900
40-92400	oil tanker - 5000 gallon	87,000			87,000			1-31-03	84,894	2,107
40-92400	truck - heavy duty field service	66,400			66,400	1-15-03	65,176			1,224
40-92400	truck - tandem axle dump - (3)	290,100			290,100	1-15-03	261,255			28,845
	Total	443,500		0	443,500		326,431		84,894	32,176
Total Public Works - Maintenance		1,042,285		0	1,042,285		643,777		244,434	154,075

Boone County Public Works

David W. Mink, P.E.

Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (223)
FAX (573) 875-1602
EMAIL: dmink@boonecountymo.org

Date: May 2, 2003

To: County Commissioners

From: David Mink *DWM*

Subject: Cartegraph Stormview Suite

Public Works has requested to upgrade our asset management software. The requested software is a newly developed suite package called "stormview" that will replace an existing suite called "bridgeview." The software adds additional functions and integrally links to our main work management software. The new suite gives us the ability for two teams of summer interns to directly enter culvert data as they collect it in the field. This will reduce the amount of labor compared to data collection on paper for later entry. The "stormview" suite is designed to record information pertaining to storm water infrastructure providing for inspection logs, maintenance history, and condition ratings. This information can be analyzed to determine more cost effective and timely replacement schedules.

The cost of the new suite is \$13,200 but Cartegraph deducted a trade-in value of \$4,000 for our existing suite. Since it is integral to our existing system it is necessary to purchase this as a sole source product. The sole source vendor number is #12-123102 which expires on December 31, 2003. Annual maintenance and upgrade fees are included with the purchase.

Public Works is working toward compliance with the asset management requirements of the Governmental Accounting Standards Board rule number 34 (GASB 34). A decision was made last year to collect this information over time using summer interns rather than contracting the work. We began this process last summer with one team and plan to employ two teams this summer. We believe that this decision was cost effective but we believe that the process can be even more cost effective by having the right tools. We believe that this purchase is necessary to improve team efficiency and allow for more organized and complete capture of data.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

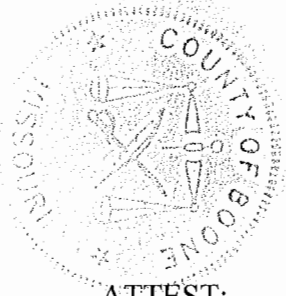
May Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 5th day of May 20 03

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

Now on this day the County Commission of the County of Boone does hereby approve a speed limit of 40 mph on Academy Road from Route B to 4,637 feet to the west per the recommendation of the Public Works Department.

Done this 5th day of May, 2003.



ATTEST:

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

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

STATE OF MISSOURI

231

County of Boone

} ss.

I, Wendy S. Noren Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the 5th day of May

2003

Wendy S. Noren Clerk County Commission

Wendy S. Noren

Clerk County Commission

By Shawna M. Victor D.C.

Shawna M. Victor



No. 231-2003

Certified Copy of Order

of BOONE COUNTY COMMISSION, Made at

May Term, 2003

In the Matter of

Increase Speed Limit On Academy Road from Route B to 4,637 feet to west to 40 mph

231-2003

From: Greg Edington
To: Shawna Victor
Date: 4/29/03 10:00AM
Subject: Commission Agenda Item

Shawna:

The PW Dept. needs to schedule an Agenda time for a speed limit change on Academy Road. Please see the explanation below:

I believe we should get the 40 MPH speed limit change read in Commission to make the speed "Official" and enforcable. I realize that the default speed limit for pavement is 40 MPH but this is a good way to close up any legal loopholes and to notify the Sheriff's Dept. and the Prosecuting Atty's. office of the change. The posted speed limit before paving was 35 MPH.

I would use the proposed wording:

Now on this day, the County Commission of the County of Boone, approve a speed limit of 40 MPH on Academy Road from Route B to 4637 feet to the West.

Thanks,
Greg

CC: David Mink

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

May Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 5th day of May 20 03

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

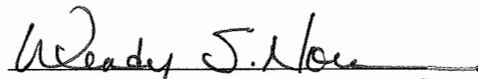
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

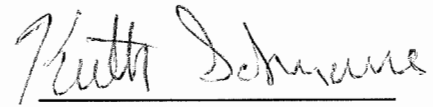
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1720-92400: Building Codes – Replacement Auto	\$1,250.00	
1710-91000: Planning – Office Equipment		\$1,250.00

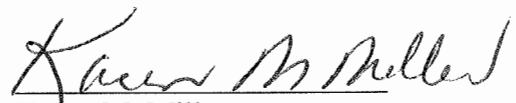
Said budget revision is for the purchase of new microphones for three additional Planning and Zoning Commissioners.

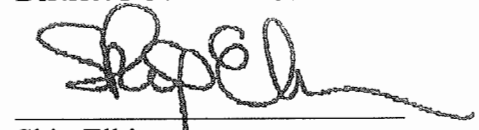
Done this 5th day of May, 2003.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

4/22/03

EFFECTIVE DATE

FOR AUDITORS USE

232-2003

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Transfer From	Transfer To	
										Decrease	Increase	
1	7	2	0	9	2	4	0	0	Building Codes	Replacement Auto	1250.	
1	7	1	0	9	1	0	0	0	Planning	Office Equipment		1250.


Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): The addition of three new townships in Boone County created positions for three additional Planning and Zoning Commissioners. There was not an adequate amount of microphones for these Commissioners. Purchasing the additional microphones and related equipment will aid in receiving accurate information for input in to the Planning and Zoning Commission minutes.

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


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments: 1720 class 9 spreadsheet attached


Auditor's Office


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

FY 2003
 Budget Amendments/Revisions
 Planning & Zoning (1710)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	4/22/03	91000 1720-92400	Office Equipment Replcmnt Auto/Trucks	1,250	1,250	Purchase 3 new microphones	Account 91000 Office Equipment - 2002 Budget \$0 YTD Actual \$0 Class 9 Fixed Asset Additions - 2002 Budget \$465 YTD Actual \$0 1720 Account 92400 - 2002 Budget \$49,400 YTD Actual \$44,085 1720 Class 9 Fixed Asset Additions - 2002 Budget \$75,100 YTD Actual \$68,308

FY 2003

Budget Amendments/Revisions
Building Codes (1720)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	1/3/03	10510 1123-86850	CERF-Employer Paid Contrib Emergency-Contingency	2,241	2,241	Move budget for additional 4% CERF from Contingency to individual dept class 1	
2	3/19/03	91400 92400 1170-92301	Auto/Trucks Replcmnt Auto/Trucks Replcmnt Computer Hardware	3,700	3,500 200	Purchase computer for new full-time employee in Building Codes and upgrade monitors on 3 replacement units which will be used by GIS planners.	Account 91400 Auto/Trucks - 2002 Budget \$24,800 YTD Actual \$21,228 Account 92400 Replmnt Auto/Trucks - 2002 Budget \$49,600 YTD Actual \$44,084.96 Class 9 Fixed Asset Additions - 2002 Budget \$78,800 YTD Actual \$68,308.08 1170-92301 Replcmnt Computer Hardware - 2002 Budget \$96,873 YTD Actual \$25,719.43 1170-Class 9 Fixed Asset Additions - 2002 Budget \$144,357 YTD Actual \$25,719.43
3	4/22/03	92400 1710-91000	Replcmnt Auto/Trucks Office Equipment	1,250	1,250	Purchase 3 new microphones	Account 92400 - 2002 Budget \$49,400 YTD Actual \$44,085 Class 9 Fixed Asset Additions - 2002 Budget \$75,100 YTD Actual \$68,308 1710 Account 91000 Office Equipment - 2002 Budget \$0 YTD Actual \$0 1710 Class 9 Fixed Asset Additions - 2002 Budget \$465 YTD Actual \$0

3 CLASS 9

Account Building Codes	Description	Original Budget Amount	Budget Revision Date	Budget Revision Amount	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
0-91000	cell phone, antenna, phone	400			400					400
Total		400		0	400		0		0	400
0-91100	chair	400			400	3-19-03	397			3
0-91100	workstation	3,600			3,600	3-19-03	2,598			1,002
Total		4,000		0	4,000		2,995		0	1,005
0-91400	pickup	24,800	4-2-03	(3,500)	21,300	3-5-03	21,228			72
Total		24,800		(3,500)	21,300		21,228		0	72
0-92400	pickup - (2)	49,600	4-2-03	(1,450)	48,150	1-22-03	44,085			4,065
Total		49,600		(1,450)	48,150		44,085		0	4,065
Total Building Codes		78,800		(4,950)	73,850		68,308		0	5,542

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.


May Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 5th day of May 20 03

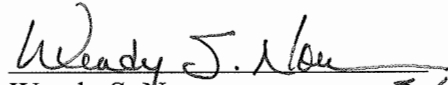
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Consent for U.S. Bancorp Piper Jaffary to submit a sealed bid for the purchase of Boone County's Bonds which are to be sold at competitive sale.

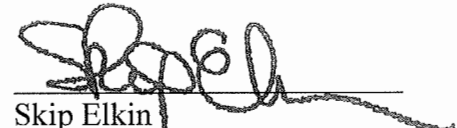
Done this 5th day of May, 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CONSENT TO SUBMIT A SEALED BID FOR THE PURCHASE OF THE COUNTY'S BONDS WHICH ARE TO BE SOLD AT COMPETITIVE SALE

RE: \$5,170,000 (approx)
Boone County, Missouri
Special Obligation Bonds
Series 2003

Municipal Securities Rulemaking Board Rule G-23 (d) states that "No broker, dealer, or municipal securities dealer that has a financial advisory relationship with respect to a new issue of municipal securities shall acquire as a principal either alone or as a participant in a syndicate or other similar account formed for the purpose of purchasing, directly or indirectly, from the issuer all or any portion of such issue, or act as agent for the issuer in arranging the placement of such issue, unless . . . (ii) if such issue is to be sold by the issuer at competitive bid, the issuer has expressly consented in writing prior to the bid to such acquisition or participation."

By acceptance hereof, Boone County, Missouri (the "County") hereby acknowledges U.S. Bancorp Piper Jaffray's role as Financial Advisor for the above referenced issue and consents to U.S. Bancorp Piper Jaffray submitting a sealed bid at competitive sale for the Bonds.

U.S. BANCORP PIPER JAFFRAY

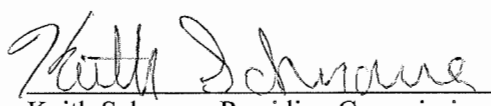


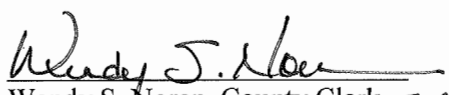
Jack Dillingham
Managing Director

Dated: April 29, 2003

BOONE COUNTY, MISSOURI

Attest:

By: 
Keith Schnarre, Presiding Commissioner


Wendy S. Noren, County Clerk *SN*

Dated: 5 MAY, 2003

233-2003

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

May Session of the May Adjourned Term. 20 03

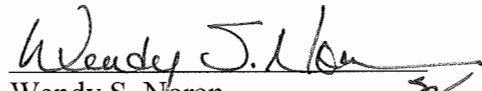
In the County Commission of said county, on the 5th day of May 20 03


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

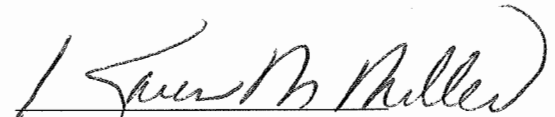
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courthouse Grounds on Thursday, May 8, 2003 from 5:00 to 8:00 p.m. for a Media Event sponsored by the Coalition to Protect Education and Health Care. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 5th day of May, 2003.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner

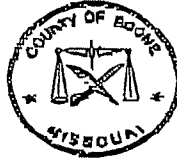

 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

05/02/2003 12:55 FAX

002

th Schnarre, Presiding Commissioner
M. Miller, District I Commissioner
kin, District II Commissioner
COMMISSION AGENDA



Roger E. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7737
573-886-4305 • FAX 573-886-4311

Boone County Commission 234-2003

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE GROUNDS

The undersigned organization hereby applies for a permit to use the Boone County Courthouse grounds as follows:

Description of Use: Media event (small) rally

Date(s) of Use: 5/8/03

Time of Use: From: 5:00 a.m. thru 8:00 a.m.

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws and ordinances in using Courthouse grounds.
2. To remove all trash or other debris which may be deposited on the courthouse grounds by participants in the organizational use.
3. To repair or replace or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds.
4. To conduct its use of courthouse grounds in such a manner as to not unreasonably interfere with normal courthouse 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 on the courthouse grounds as specified in this application.

Name of Organization/Person: Coalition to Protect Education and Health Care

Organization Representative/Title: Alison Schwartz

Address/Phone Number: PO Box 2233 Jefferson City, MO 65102

Date of Application: 5/2/03

PERMIT FOR ORGANIZATIONAL USE OF COURTHOUSE GROUNDS

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:

BOONE COUNTY, MISSOURI

Wendy J. [Signature]
County Clerk *WJ*

[Signature]
County Commissioner

DATE: 5 MAY 2003

CERTIFIED COPY OF ORDER

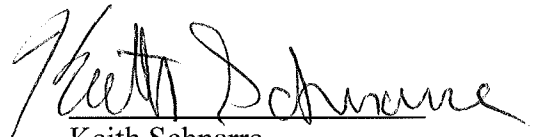
STATE OF MISSOURI }
County of Boone } ea.

May Session of the May Adjourned Term. 20 03

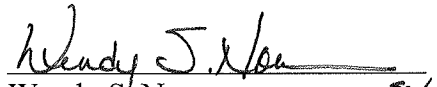
In the County Commission of said county, on the 13th day of May 20 03
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the attached proclamation for the University Outreach and Extension Week.

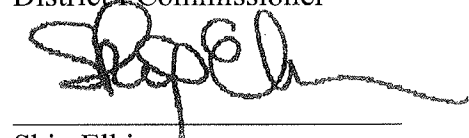
Done this 13th day of May, 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren sv
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

PROCLAMATION

University Outreach and Extension Week 2003

WHEREAS, University Outreach and Extension in Missouri helps improve people's lives; and

WHEREAS, University Outreach and Extension faculty from the University of Missouri campuses and Lincoln University and regional faculty in Missouri's county extension centers provide educational programs that assist Missourians in building strong families and individuals; enhancing their economic viability; and creating and sustaining healthy environments; and

WHEREAS, University Outreach and Extension connects citizens with educational resources to mitigate, prepare for and recover from emergencies and disasters; and

WHEREAS, University Outreach and Extension partners with federal and state agencies; local governments; county extension councils; communities; individuals; and other institutions of higher learning to link citizens with educational resources; and

WHEREAS, University Outreach and Extension provides flexible program access through county outreach and extension centers, the statewide TeleCenter Network, websites, workshops, classes, consultations, publications and a variety of community programs; and

WHEREAS, University Outreach and Extension offers education to help people help themselves through informed decision making; practical, research-based information; and knowledge that saves people time, money and effort; and

WHEREAS, the Office of the Presiding Commissioner of the County of Boone deems it appropriate to recognize programs that improve the lives of the people of Missouri,

NOW THEREFORE, the County Commission of Boone County, Missouri does hereby proclaim the week of May 18-24, 2003, as

UNIVERSITY OUTREACH AND EXTENSION WEEK 2003

IN TESTIMONY WHEREOF, I have set my hand and caused to be affixed the Seal of Boone County, Missouri, in the City of Columbia, this 13th day of May 2003.



Keith Schnarre
Keith Schnarre, Presiding Commissioner

Karen M. Miller, District I Commissioner

ATTEST:

Skip Elkin
Skip Elkin, District II Commissioner

Wendy S. Noren
Wendy S. Noren, County Clerk *SV*