

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

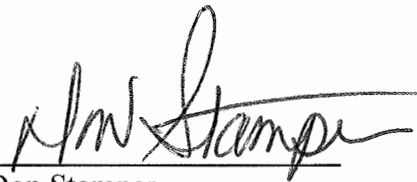
September Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 10th day of September 20 02

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

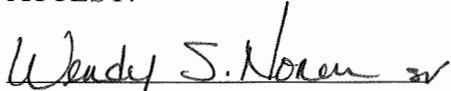
Now on this day, the County Commission of the County of Boone does hereby approve the appointment of Richard B. Hicks as Assistant Prosecuting Attorney.

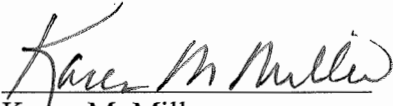
Done this 10th day of September, 2002.



Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

IN RE: **Richard B. Hicks**
Assistant Prosecuting Attorney
Boone County, Missouri

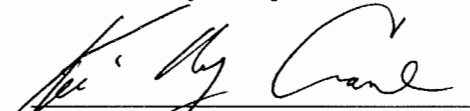
389-2002

KNOW ALL MEN BY THESE PRESENT:

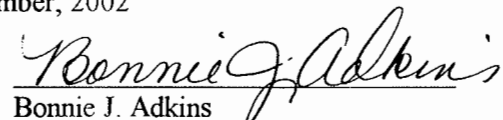
By virtue and authority of Section 56.151 RSMo., the undersigned Prosecuting Attorney within and for Boone County, State of Missouri, does hereby appoint **RICHARD B. HICKS**, a practicing attorney licensed to practice law in the State of Missouri, possessing all qualifications required of a prosecuting attorney, as Assistant Prosecuting Attorney of Boone County, Missouri, effective from the **4th DAY OF SEPTEMBER, 2002**, for an indefinite term until such time as this appointment is terminated by the undersigned or the appointee voluntarily resigns or leaves office; said appointee is hereby authorized and empowered to discharge duties of the office of the Prosecuting Attorney in accordance with law and shall be subject to the same fines and penalties for neglect of duty or misdemeanor in office as the Prosecuting Attorney.

The undersigned does hereby fix the appointee's compensation at **\$50,375.70** dollars per annum commencing on the date of appointment subject to approval by the Boone County Commission; said salary may be adjusted from year to year or time to time subject to the appropriations made available for that purpose.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4th day of September, 2002.


Kevin M.J. Crane
Prosecuting Attorney
Boone County, Missouri

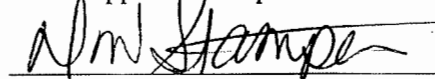
Subscribed and sworn to before me this 4th Day of September, 2002

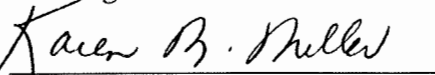

Bonnie J. Adkins
Notary Public, Boone County
State of Missouri


My commission expires May 1, 2003

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI


NOW ON THIS 10 day of SEPTEMBER, 2002, the County Commission of Boone County, Missouri, hereby approves the compensation fixed by the Prosecuting Attorney for the above named appointee as specified in the aforesaid appointment.


Don Stamper
Presiding Commissioner


Karen Miller
District I Commissioner


Frank P. Elkin
District II Commissioner

ATTEST:


Wendy Noren
County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

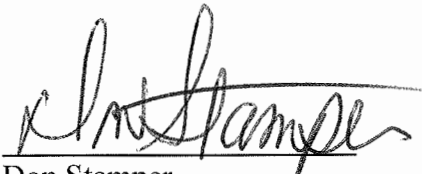
September Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 10th day of September 20 02

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

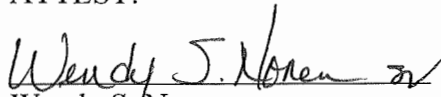
Now on this day, the County Commission of the County of Boone does hereby award bid 56-27AUG02 for Motorola Radios and Accessories Term and Supply to Mo Comm Electronics. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

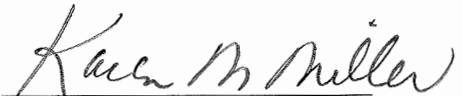
Done this 10th day of September, 2002.



Don Stamper
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, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 56-27AUG02 – Motorola Radios and Accessories Term and Supply
DATE: August 30, 2002

The Sheriff's department and I have reviewed the responses received and recommend awarding to Mo Comm Electronics for having the lowest and best bid meeting our specifications.

This is a new term and supply contract to provide for the anticipated growth of the Sheriff's department. The initial purchase is to order the year 2002 budgeted radios from organization 1255 account 92300. Cost of these radios is \$10,011.90. The amount budgeted was \$11,250.00. The purchase order is attached for your approval.

The bid tabulation is attached.

Bid Tabulation

56-27AUG02-Motorola Radios

		MO Comm Electronics			Wireless USA		
		UNIT PRICE	QTY	EXTENDED PRICE	UNIT PRICE	QTY	EXTENDED PRICE
4.7.	PRICING						
4.7.1.	Motorola HT1000 Radios	\$ 599.96	10	\$ 5,999.60	\$ 799.14	10	\$ 7,991.40
	Accessories						
4.7.2.	Rapid Charger	\$ 46.00	10	\$ 460.00	\$ 49.00	10	\$ 490.00
4.7.3.	Visar Antenna	\$ 15.50	10	\$ 155.00	\$ 15.50	10	\$ 155.00
4.7.4.	Credit for omitting standard antenna	\$ 2.00	10	\$ 20.00	\$ (10.00)	10	\$ (100.00)
4.7.5.	Noise Canceling Microphone	\$ 77.75	10	\$ 777.50	\$ 96.75	10	\$ 967.50
4.7.6.	High Capacity Battery	\$ 21.50	10	\$ 215.00	\$ 74.00	10	\$ 740.00
	TOTAL			\$ 7,412.10			\$ 9,503.90
4.8.	Location and procedure of warranty work	Done at Motorola - Mo Comm is authorized warranty center			Warranty work done at Columbia Service Center		
4.8.1.	Hourly Labor Rate:	\$48.00			\$55		
4.8.2.	Percent (%) discount of list price for parts:	5%			0%		
4.8.3.	Will these rates be firm until the end of the contract period?	Yes, except for radio price. Each radio will be an additional \$125 after initial purchase unless Motorola extends the sale.			Yes		
4.9.	Warranty	Standard warranty			1 year parts and labor. Maintenance agreements available		
4.10.	Delivery ARO	15 ARO			10 days		
4.12	Co Op??	Yes			Yes		
4.13	Maximum percent increase for renewal	4%			4%		

No Bids

Motorola, Inc. Lees Summitt

High capacity battery comes standard w/ radio
\$74 is for an extra battery

**PURCHASE AGREEMENT
FOR
MOTOROLA RADIOS AND ACCESSORIES**

THIS AGREEMENT dated the 10th day of September 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" Mo Comm Electronics, Inc., herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement For Motorola Radios and Accessories, County of Boone Request for Bid for Motorola Radios and Accessories, bid number 56-27AUG02 Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated August 27, 2002 and executed by Roy Watkins on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions all prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above until October 31, 2003 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items identified and responded to. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to provide the items and service within fifteen (15) days as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in

Boone County Purchasing

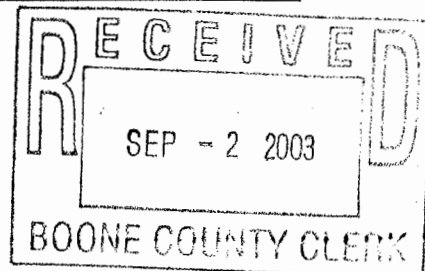
Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 205
Columbia, MO 65201
(573) 886-4394
Fax (573) 886-4390
Email: dcrutchfield@boonecountymmo.org

July 24, 2003

Roy Watkins
Mo Comm. Electronics Inc.
1606 Rangeline Street
Columbia, MO. 65201



RE: 56-27AUG02 – Motorola Radios and Accessories

Dear Mr. Watkins:

The County of Boone is interested in renewing the above referenced contract that expires on October 31, 2003.

Please sign and date below if you agree to renew the contract under the same terms and conditions as set in the original bid for an additional year.

I, Ken Phillippe of Mo Comm. Electronics Inc. agree to renew the contract 56-27AUG02 – Motorola Radios and Accessories for an additional year under the same terms and conditions as set in the original bid with a _____% increase over last years prices.

Signature

Date

Please sign and date below if you do not wish to renew the contract 56-27AUG02 – Motorola Radios and Accessories for an additional year.

I, Ken Phillippe of Mo Comm. Electronics Inc. do not wish to renew the above referenced contract.

Kenneth L. Phillippe 8/11/2003
Signature Date

I will share these terms with the Sheriffs office. If they agree to renew, I will send you a confirmed contract renewal letter. Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Debbie Crutchfield

Office Specialist

Cc Bid File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 10th day of September 20 02

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

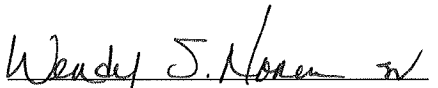
Now on this day, the County Commission of the County of Boone does hereby adopt the Right of Way Policy as presented by the Boone County Public Works Department.

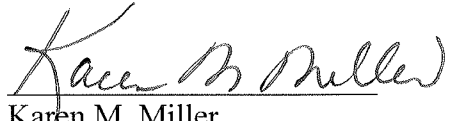
Done this 10th day of September, 2002.



Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

BOONE COUNTY
RIGHT OF WAY
WORK PERMITS
POLICY

SEPTEMBER 10, 2002

RIGHT OF WAY WORK PERMITS

Applicability - This policy shall be applicable to excavation work performed within county owned or maintained road right of way. The term “excavation” as used in this policy means work that results in the alteration or damage of the road surface, drainage ditches, curbs and gutters, or other drainage structures, traffic control devices or county maintained pedestrian walkways within the road right of way; excavation also includes actions which physically undermine the structural integrity of the road base or road drainage or traffic control devices or pedestrian walkways within the right of way. This policy does not apply to construction permits issued to developers or other persons who desire to construct new public roads or streets for which a plat is required under the subdivision regulations of Boone County and which are intended to be dedicated to public use and accepted for maintenance by Boone County. This policy also does not apply to construction of private roads or driveways when permitted or regulated under the zoning or subdivision regulations of the county except when they connect to a county maintained road which requires a Right of Way Access work permit as described in this policy.

Permit Types - There are four (4) categories of Right of Way Work Permits:

1. **General Work Permit** – A permit issued to utility service providers which are required to regularly perform excavation work within Boone County road right of way.
2. **Special Work Permit** – A permit issued to utility service providers that requires a specific on-site inspection for excavation work within Boone County road right of way.
3. **Individual Work Permit** – A permit issued to all other applicants to perform excavation work within Boone County road right of way.
4. **Right of Way Access Work Permit** – A permit issued to all applicants who wish to obtain access to, or improve an existing access, to a roadway maintained by Boone County.

General Work Permit – A General Work Permit shall be issued to utility service providers that are required to regularly perform excavation work within Boone County road right of way.

General Work Permits shall be applicable and inapplicable to excavation work as follows:

1. They shall be applicable to all excavation work within ROW a minimum of 2’ behind flow line of ditch on property side and the ditch is not located more than 10 feet from the edge of the roadway surface.
2. They shall be applicable to all excavation work within ROW which is a minimum of 4’ from edge of road surface when there are no ditches.
3. They shall be applicable to bores and pushes if # 1 & # 2 above are satisfied unless the bore or push undermines or damages the structural integrity of the road, road surface, or drainage ditches.

4. They shall be inapplicable to excavation work within the ROW of county maintained curb & guttered roadways; this excavation work shall always require a Special Work Permit.

General Work Permits may be issued and maintained in accordance with the following procedures, and subject to the following terms and conditions, to which the utility service providers, which receive such permits must agree as a condition to obtaining the Permits:

1. Each utility service provider requesting a General Work Permit must enter into a written General Work Permit Agreement with County as shown on the attached form agreement.
2. Each utility service provider must submit a list of all scheduled work orders to BCPW for work within Boone County maintained ROW regardless of whether work involves excavation within the ROW on a weekly basis with location, explanation of work, whether work involves excavation, and estimated number of days required to complete project. BCPW and utility service providers shall agree upon a reporting methodology which is mutually acceptable as a condition to issuance of a General Work Permit.
3. Any additional Work Orders must be added during the period submitted for the general purpose of maintaining a current list or data base of all work within Boone County maintained ROW.
4. If any excavation work being performed under a General Work Permit changes in scope and no longer meets the criteria for work under General Work Permit, an application for a Special Work Permit must be filed with BCPW as soon as reasonably practicable after the change in scope has been identified.
5. BCPW will spot check excavation work qualifying for a General Work Permit in an equitable manner for all utility service providers operating under General Work Permits. The initial goal is to check approximately 50% of all excavation work. The frequency of spot checks may be reduced under a uniform policy adopted by the Director of BCPW applicable to all utility service providers which abide by the terms and conditions of the General Work Permit Agreement for 6 consecutive months or more.
6. Fees shall be charged on account for each utility for the actual time logged for inspection, mileage and administrative/management time necessary to administer the permit process. (See Fee Schedule, Appendix A, for individual charge out rates and Billing information.)
7. Utility service providers must consistently comply with the terms and conditions of the General Work Permit Agreement; BCPW will document noncompliance and notify the utility service provider of any violation or pattern of violations warranting corrective action or which may result in suspension or termination of a General Work Permit. General Work Permits may be denied, suspended or revoked for the reasons and in accordance with the procedures outlined in section 2.9.3.3 of chapter II of the Roadway regulations.
8. Utility service providers, by applying for and obtaining a General Work Permit, shall be deemed to have agreed, and shall have agreed, as a condition to the issuance of such Permit by the County, that if the Utility service provider performs excavation work of any kind, inside or outside of the R.O.W., and such excavation work (whether or not subject to these Permit Regulations) or any components of such excavation work, or any disturbance of the land caused thereby, results in any damages being done to the road surface or the drainage ditches, curbs, gutters, or other drainage structures, traffic control devices or county maintained pedestrian walkways within the road right of way, or the

structural integrity of the road base or road drainage, then the utility service provider shall, upon notice from the County, promptly repair and restore such damage, at its expense, and in a good and workmanlike manner, and to the reasonable satisfaction of the Director of Public Works, and, if it fails to do so, then the County may repair and restore such damage and charge the utility service provider for the cost of same, and may suspend or revoke the utility service provider's General Work Permit in accordance with the procedures outlined in Section 2.9.3.3 of Chapter II of the Roadway Regulations."

Special Work Permit – A Special Work Permit shall be issued to General Work Permit holder for excavation work which does not qualify for General Work Permit coverage.

Special Work Permits shall be applicable and inapplicable to excavation work within the ROW as follows:

1. A Special Work Permit shall be applicable to all work within the ROW of curb & guttered streets that are maintained by Boone County.
2. A Special Work Permit shall be applicable to all open cut excavations within R.O.W. when:
 - a. Excavation work within R.O.W. is less than 2 feet behind the flow line of the ditch, on the property side, and the ditch is not located more than 10 feet from the edge of the roadway surface.
 - b. Excavation work within R.O.W. is less than 4 feet from the edge of the road surface, where there are no ditches and no curb and gutter for the road surface.
3. Excavation work occurring at multiple locations on the same road requiring a Special Work Permit will be permitted under one (1) permit as long as all work is within scope of the same project and is approved in advance by BCPW.

Special Work Permits may be issued and maintained in accordance with the following procedures for utility service providers possessing a current General Work Permit:

1. Each utility service provider must apply for Special Work Permit from BCPW in advance in accordance with the Boone County roadway regulations.
2. Fees shall be charged on account for each utility service provider for the actual time logged for inspection, mileage and administrative/management time necessary to facilitate the permit process. (See Fee Schedule, Appendix A for individual charge out rates and Billing information.)
3. Each Special Work Permit shall have a minimum of one (1) inspection and as many as required to ensure compliance with the roadway regulations.
4. A utility service provider is required to request an inspection with a minimum of 24 hours notice is required for all inspections under this permit.
5. BCPW will not delay a utility service provider from proceeding with work if a required inspection can not be made as requested if provided with a minimum of 24 hours notice of the need for an inspection. If given 24 hours advance notice for an inspection, BCPW will authorize utility service providers to proceed with work if the inspection not be

provided at the time needed and will make arrangements for the next inspection, should one be required, or perform the inspection after completion.

6. Utility service providers must consistently comply with the terms and conditions of the Special Work Permit; BCPW will document noncompliance and notify the utility service provider of any violation or pattern of violations warranting corrective action or which may result in suspension or termination of a Special Work Permit except a permit may be suspended summarily when necessary to protect public safety. Special Work Permits may be denied, suspended or revoked for the reasons and in accordance with the procedures outlined in section 2.9.3.3 of chapter II of the Roadway regulations.

Individual Work Permit – An Individual Work Permit shall be required for all applicants who plan to perform excavation work within County maintained road ROW who do not qualify for or have not been issued a General Work Permit and which does not qualify for a Right of Way Access Work Permit.

Individual Work Permits shall be issued in accordance with the following terms and conditions:

1. An application for Permit must be filed with and approved by BCPW in accordance with the construction permit requirements of the Boone County Roadway Regulations.
2. The applicant must submit a \$150.00 deposit with application; a larger deposit may be required if warranted by the scope of the work and number of inspection required. Any unused balance of deposit will be reimbursed or credited to the applicant upon completion and approval of the work authorized by the permit. Unpaid balances shall be billed for any additional work as required over the deposit. No Individual Work Permit will be approved and closed out, nor will any new permit be issued, if the applicant has any unpaid balance.
3. Fees shall be charged against deposit according to the actual time logged for inspection, mileage and administrative/management time necessary to administer the permit process (See Fee Schedule, Appendix A, for individual charge out rates and Billing information.)
4. Individual Work Permits shall require a minimum of one (1) inspection and as many as required to ensure compliance with the roadway regulations.
5. An applicant must provide BCPW with minimum of 24 hours notice of the need for an inspection under this permit.
6. Individual Work Permit holders must comply with the terms and conditions of the Individual Work Permit; BCPW will document noncompliance and notify the permittee of any violation or pattern of violations warranting corrective action or which may result in suspension or termination of a Individual Work Permit except a permit may be suspended summarily when necessary to protect public safety. Individual Work Permits may be denied, suspended or revoked for the reasons and in accordance with the procedures outlined in section 2.9.3.3 of chapter II of the Roadway regulations.

Right of Way Access Work Permit – A Right of Way Access Work Permit shall be required for all applicants who plan to perform excavation work within County maintained road ROW and which creates an new access point onto county maintained ROW, or which will physically effects access onto county maintained ROW as a result of driveway widening,

surface upgrades and related ditching. (Sealing or patching of existing hard surfaced driveways or adding additional gravel does not require a permit)

Right of Way Access Work Permits shall be issued in accordance with the following terms and conditions:

1. A completed application for Right of Way Access Work Permit shall be submitted to the Boone County Planning & Building Inspection Office along with \$60.00 permit fee.
2. Sidewalks shall be inspected as part of the Right of Way Access Work Permit where applicable and any such inspection shall be included with the application fee.
3. Applications will be faxed to BCPW from Planning & Building on a daily basis.
4. BCPW will attempt to contact owner and issue Permit within 48 hours after receiving application.
5. A minimum of 24 hours notice is required for all inspections under this permit.
6. Right of Way Access Work Permit holders must comply with the terms and conditions of the Right of Way Access Work Permit; BCPW will document noncompliance and notify the permittee of any violation or pattern of violations warranting corrective action or which may result in suspension or termination of a Right of Way Access Work Permit except a permit may be suspended summarily when necessary to protect public safety. Right of Way Access Work Permits may be denied, suspended or revoked for the reasons and in accordance with the procedures outlined in section 2.9.3.3 of chapter II of the Roadway regulations.
7. Right of Way Access Work Permit holders shall furnish and install all materials at their own expense except that BCPW will replace storm drainage pipes as necessary in the discretion of BCPW. Right of Way Access Work Permit holders are responsible for other driveway or private road maintenance.

Permit Fee Dispute Resolution - Any permit applicant or holder disputing the imposition or amount of fees charged under this policy who desires resolution of the dispute shall submit a written statement of the dispute to the director of BCPW in sufficient detail for the director to understand the specific nature of and reasons the dispute. The submission of such a statement does not relieve the permit holder or applicant from the obligation to pay such fee unless the director for good cause shown suspends the payment obligation until the dispute is resolved under this dispute resolution process. The director or the director's designee in his absence shall review and investigate the dispute as necessary in order to rule upon the dispute; the director's ruling shall be in writing and provided to the permit applicant or holder within 10 business days of submission. A permit applicant or holder may further appeal the director's decision to the county commission by filing a written request for review and public hearing of the dispute within 3 business days of receipt of the director's ruling; failure to file such a request for review with the commission within this time frame shall constitute a complete waiver of the right to commission review. Upon receipt of a request for review the county commission shall schedule a public hearing on the dispute as soon as reasonably practicable at which time the commission shall review the permit applicant or holders statement of dispute, director's ruling, and shall hear and consider such additional evidence or testimony as it deems necessary and proper under the circumstances to render a decision. The commission shall render a final decision within 30 days of the hearing unless an extension of time for decision is warranted for

good cause, which shall be stated upon the commission's record. If a permit applicant or holder seeking commission review of the director's ruling shall desire to preserve the option to seek judicial review of the commission's decision on the dispute, then the permit applicant or holder seeking commission review notify the commission of this fact at the time of hearing and request the commission to issue written findings of fact and conclusions of law along with its decision. Any further review or appeal after the commission's decision shall be as provided by law unless permit applicant or holder seeking and the commission agree to an alternative dispute resolution process.

Boone County Work - Any utility service provider performing utility relocation work or other work involving excavation within the ROW at the request of or under contract with BCPW shall be required to obtain a ROW work permit and shall be subject to inspections as provided for in this policy and in accordance with the Boone County Roadway Regulations, but no permit or inspection fees shall be chargeable to the utility performing such work.

APPENDIX A

FEE SCHEDULE

The following schedule is based on the Boone County hourly billable rates for each position that may be involved with the permit process.

POSITION	BILLABLE RATE
Administrative Staff	\$ 16.50
Inspectors	\$ 19.00
R.O.W. Agent	\$ 19.00
Surveyor	\$ 28.25
Project Manager	\$ 31.00
Project Engineer	\$ 32.00
Maintenance Supervisors	\$ 30.50
Design Manager	\$ 38.00
Maintenance Manager	\$ 33.00
Director	\$ 53.00
<ul style="list-style-type: none"> • A 5% flat fee will be charged on top of the Public Works cost for <u>all permits</u> (except Right of Way Access permits) to cover the administrative fees for the downtown services. (Auditor & Treasurer) • All invoices are due upon receipt of invoice. Accounts not paid within 30 days of Invoice date are subject to 3% per month late charge. • This fee schedule <u>does not apply</u> to Right of Way Access Permits. • Mileage shall be charged at the standard government rate. 	

Billing – Utilities who have General Work Permits and Special Work Permits shall be billed on a monthly or quarterly basis depending on how the account is set up.

APPENDIX B
BOONE COUNTY, MISSOURI
APPLICATION FOR GENERAL RIGHT OF WAY WORK PERMIT

The undersigned submits the following application and information for issuance of general right of way work permit:

1. Name and Billing Address for the applicant Company/Government Agency:

2. Field Work Contact Information: The following person(s) are designated company/government agency representative(s) for purposes of coordinating or reporting work within the right of way performed by or on behalf of the applicant:

Names: _____

Mailing and Email

Addresses: _____

Telephone/Cellular

Phones: _____

3. In consideration of the issuance of a general right of way work permit, the applicant agrees to abide by the following terms and conditions:

§ Abide by the attached written policies concerning general work permits as well as all applicable Boone County Roadway Regulations.

§ Pay all invoices for inspection services within 30 days of the date of invoice.

4. The applicant understands and agrees that a general right of way work permit may be suspended or terminated in the discretion of the Director of Public Works in the event that applicant fails to abide by the attached written policies applicable to general work permits, or the Boone County Roadway Regulations, or the applicant fails to pay inspection fees when due.

5. The undersigned by signing this application represents and warrants to the Director of Boone County Public Works that he or she is duly authorized to complete and sign this application on behalf of the company or agency listed and to bind the company or agency to the terms and conditions contained within this application.

Company/Government Agency Representative: _____

Date: _____

Title: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

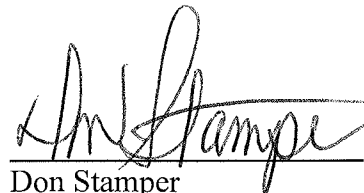
September Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 10th day of September 20 02

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


Now on this day, the County Commission of the County of Boone does hereby approve the request by the Missouri River Relief organization to adopt 2 miles of Easley River Road from Easley, Missouri to the intersection of Easley River Road and Smith Hatchery Road at Cooper's Landing for the Adopt-A-Roadway Program for litter control.

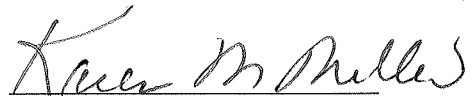
Done this 10th day of September, 2002.



Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

392-2002

BOONE COUNTY PUBLIC WORKS ADOPT-A-ROADWAY INFORMATION SHEET

DATE 29 AUGUST, 2002

EASLEY
RIVER ROAD
ROAD NAME

2 MILES
TOTAL LENGTH FOR ADOPTION (MINIMUM OF ONE (1) MILE)

(JCT. OF SMITH HATCHERY ROAD)

From EASLEY, MO
STARTING POINT OF ADOPTION

To COOPER'S LANDING
ENDING POINT OF ADOPTION

MISSOURI RIVER RELIEF
ORGANIZATION NAME (To appear on sign)

CHARLOTTE OVERBY
CONTACT PERSON

23 SOUTH ~~EIGHTH~~ STREET
MAILING ADDRESS

COLUMBIA, MO 65201
CITY, STATE, ZIP

573-443-0292
TELEPHONE NUMBER

573-442-5699
FAX NUMBER

charoverby@yahoo.com
E-MAIL ADDRESS

To Be Responsible for the Following: (Please check any that apply)

Brush Control

Litter Control

Mowing of Roadside

Please return to Boone County Public Works
5551 Highway 63 South, Columbia, Missouri 65201

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

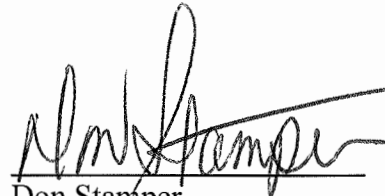
September Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 10th day of September 20 02

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

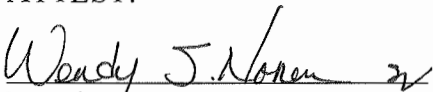
Now on this day, the County Commission of the County of Boone does hereby approve the following Variance Request of Mr. Earl W. Waddell regarding a driveway access onto Wagon Trail Road. Mr. Wadell will be allowed to place the pipe and valley of a driveway a minimum of 3.5 feet from the edge of the roadway, rather than six feet as allowed in the regulations. This is due to the location of a nearby fiberoptic line. The proper slope of the driveway will be constructed as per Chapter 2 of the Boone County Roadway Regulations.

Done this 10th day of September, 2002.

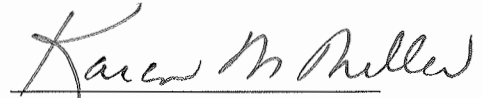


Don Stamper
 Presiding Commissioner

ATTEST:



Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

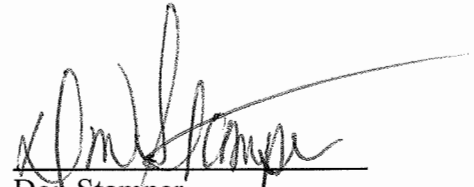
September Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 10th day of September 20 02

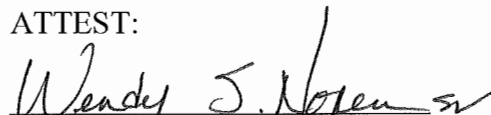
the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby authorize the Boone County Treasurer to release the Guaranty and Collateral Pledge and Performance Bond for the Deerfield Ridge Subdivision Sewer Treatment Plant previously submitted by the developer of said subdivision and replace the Guaranty and Collateral Pledge and Performance Bond on behalf of the developer with Boone County Bank in the amount of \$100,000.00.

Done this 10th day of September, 2002.


 Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

GUARANTY AND COLLATERAL PLEDGE

This agreement is made on the 10th day of sept., 2002, by and between

FAIRWAY MEADOWS CORP. (herein Principal), and
BOONE COUNTY BANK (herein Surety), and
the County of Boone (herein County).

WITNESSETH:

WHEREAS, the Principal and Surety have executed and entered into a Uniform Subdivision Improvement Performance Bond (herein performance bond) wherein the Principal and Surety have bound themselves unto the County in the sum of \$100,000.00 Dollars for the purpose of securing and guaranteeing full and complete compliance with the subdivision regulations of Boone County, Missouri for DEERFIELD RIDGE SUBDIVISION, all as set forth in said performance bond which is attached hereto and incorporated herein by reference, and

WHEREAS, the County requires in lieu of corporate surety bond a Guaranty and Pledge to secure the Principal and Surety's performance under said performance bond as a condition for approval of said plat.

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

1. The Principal and Surety hereby unconditionally guarantee and promise that all obligations incurred by the Principal and Surety under the attached performance bond shall be performed and the Surety hereby irrevocable pledges the sum of 100,000.00 in the form of a Certificate of Deposit issued by a bank under such terms and conditions as are approved by and are acceptable to the County maturing within 90 days of deposit and made payable to the County of Boone subject to the terms hereinafter set forth to secure the obligations of the Principal and Surety under the attached performance bond.

2. The Principal hereby agrees to diligently and faithfully perform all obligations set forth in the attached performance bond and not to hinder or delay any other party hereto from performance of their obligations under said bond or agreement herein.

3. The Principal and/or Surety hereby agree that the sum irrevocably pledged to the County may be kept by the county and used by the County to fulfill the Principal's and Surety's obligations under the attached performance bond in the event of default, in whole or part, by the Principal or Surety under said bond.

4. The County hereby expressly agrees that no amount of the sum hereby pledged and kept as security shall be paid or otherwise be disbursed to any party, person or entity except under the following conditions:

a. If and when the Principal and Surety fully discharge their obligations under the performance bond on or before the date set forth therein for completion of all improvements and compliance with said subdivision regulations, then the obligations created by this agreement shall be null and void and the Certificate of Deposit pledged as security shall be returned with any interest earned to the principal or surety as their interest appears.

b. In the event of default, in whole or part, by the Principal or Surety in the performance of the obligations set forth in said performance bond, then the Certificate of Deposit shall be redeemed at the next available maturity date or sooner with penalty if necessary in the sole judgment of the County, and paid out in such amounts as are necessary to complete the improvements necessary to fulfill obligations under the bond, provided, however, that such disbursements shall only be made for the purpose of paying for the necessary materials and labor to complete the improvements in compliance with the requirements of the performance bond and such other reasonable expenses incurred by the County in connection therewith; any surplus remaining shall be returned to the Principal or Surety as their interests appear.

5. This agreement shall be binding upon and endure for the benefit of the parties hereto, their heirs, personal representatives, successors and assigns and shall not be assigned or be otherwise

transferable without the written consent of all parties to this agreement. This agreement constitutes the entire agreement between the parties and shall be amended only by written instrument executed with the same formality as this agreement.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year first above written.

PRINCIPAL:

Fairway Meadows Corp
By: [Signature]
signature
[Signature]
print name

Title: Developer

COUNTY OF BOONE, MISSOURI

By: [Signature]
signature
DON STAMPER
print name

Title: Presiding Commissioner

SURETY:

Boone County National Bank
By: [Signature]
signature
Debra J. Rawlings
print name

Title: Director of Compliance

ATTEST:

By: [Signature]
signature
WENDY S. NOREN
print name

County Clerk

UNIFORM SUBDIVISION IMPROVEMENT PERFORMANCE BOND
BOONE COUNTY, MISSOURI

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned Principal and Surety are held and firmly bound unto the County of Boone, State of Missouri (herein "County") in the sum of 100,000 -
One hundred thousand dollars Dollars (\$ 100,000.00),

for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the undersigned Principal has sought approval of a certain subdivision plat from the County through the Boone County Commission more particularly described as follows:

DEERFIELD RIDGE SUBDIVISION

all as shown in the final plat thereof approved by the Boone County Planning and Zoning Commission and on file with the Boone County Department of Planning and Building Inspection, which is hereby incorporated by reference, and

WHEREAS, the Principal desires to defer immediate completion or installation of the following described improvements that are required under the subdivision regulations of Boone County, Missouri, until after approval and recording of said plat, namely:

SEWER TREATMENT PLANT

and

WHEREAS, the County is empowered to accept a performance bond to secure the Principal's final and actual completion and installation of said improvements within said subdivision as platted and as required by the Subdivision Regulations of Boone County, Missouri, as on this date in effect and incorporated herein by reference, in lieu of immediate completion or performance prior to approval and recording of the above described plat all in accordance with section 64.825 RSMo. and Section 1.7.5 of said regulations.

NOW THEREFORE, if said plat is approved by the County Commission of Boone County, Missouri, and recorded in the office of the Recorder of Deeds for Boone County, Missouri, and the Principal shall actually complete and install all said improvements in full and complete compliance with the said subdivision regulations, by no later than the 10th day of September, 2003, then this obligation shall be void and of no effect. However, it is expressly understood, agreed and provided under this bond that if the Principal should make default by failing to complete or install said improvements by the aforesaid date in full, strict and complete compliance with said regulations, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect; and in the event the Principal or Surety shall fail to immediately pay the full amount hereof, or as much as is necessary to immediately and finally complete or install said improvements after the date herein specified, upon the County's written demand, then this bond may be sued upon in the name of the County for judgment in a court of competent jurisdiction.

IT IS FURTHER specifically understood, agreed and provided under this bond that the requirement that the Principal and Surety fully complete and install said improvement(s) means that all such specifications that have been approved by the Boone County Planning and Zoning Commission, the Boone County Department of Planning and Building Inspection, and such other agencies, utilities or public or private entities as are required as a part of the plat approval process established by the said regulations.

AND IT IS FURTHER understood, agreed and provided under this bond that the performance required hereunder shall apply to any changes in improvements herein specified caused by any re-plat of the above described plat which is approved by the Boone County Commission and duly recorded prior to the date of final completion required herein, whether or not the Surety hereunder is notified thereof; provided, however, the Surety shall in no event be liable for more than the stated amount of this bond for changes in said improvements caused by re-platting. Further, no act of forbearance, modification, waiver or grant of time extension allowed by the County to the Principal shall in any way release or relieve the Surety of its obligations hereunder.

IN WITNESS WHEREOF, the undersigned parties have executed the within instrument this

10th day of September 2002.

Principal (\$)
[Signature]
Individual
Starva Meadows Corp.
(Partnership)

Surety
Debra J. Rawlings
(Surety Name) Debra J. Rawlings
Boone County Bank

(Signature) Partner

(Attorney-in-Fact)

(Signature) Partner

(Address of Attorney-in-Fact)

(Signature) Partner

(Phone # of Attorney-in-Fact)

(Corporation/Limited Partnership)

(Firm Name)

(Attorney-in-Fact)

(Signature) Officer/General Partner

**** Attach Power of Attorney**

(Title)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the August Adjourned Term. 20 02

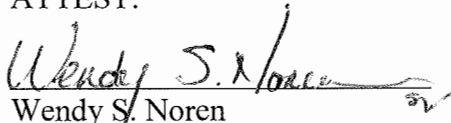
In the County Commission of said county, on the 10th day of September 20 02


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

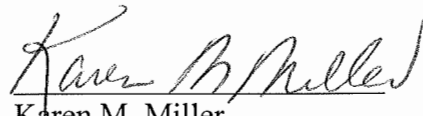
Now on this day, the County Commission of the County of Boone does hereby deny the petition on behalf of Leroy and Lucille Dickinson and Gerald and Regina Morin to vacate and re-plot Lot 20 of The Woodlands Plat 2 and deny the petition on behalf of Melba R. Rhodes to vacate and re-plot Lot 22A of The Woodlands Plat 2 per Mr. Morin's request of an "all or none" approval in accordance with the findings of fact and conclusion of law.

Done this 10th day of September, 2002.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Don Stamper
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner