

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 08

In the County Commission of said county, on the

1<sup>st</sup>

day of

May

20


08


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

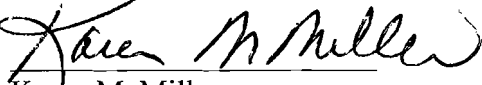
Now on this day the County Commission of the County of Boone does hereby approve the recommendations from the Job Classification Committee to establish the Storm Water Coordinator at range 44 of the current salary plan; and increase the salary range for Infrastructure Manager to range 47 of the current salary plan. Said increase for Infrastructure Manager is to be retroactive to January 1, 2008.

Done this 1<sup>st</sup> day of May, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Human Resources

**BETTY DICKNEITE**  
Director



601 E. Walnut-Room 211  
Columbia, MO 65201  
(573) 886-4395

April 28, 2008

**TO:** Ken Pearson, Presiding Commissioner  
Karen Miller, District 1 Commissioner  
Skip Elkin, District 2 Commissioner

**FROM:** Betty Dickneite, Chairperson  
Job Classification Committee

**RE:** Recommendations from Job Classification Committee re Public Works positions

The Job Classification Committee\* met April 28, 2008 to review and discuss salary range recommendations received from Public Sector Personnel Consultants for the Storm Water Coordinator and the Infrastructure Manager positions. The Job Classification Committee members present\* at the meeting agree with the Consultants' salary range recommendations on these two positions and recommend the following to the Commission:

- 1). **Storm Water Coordinator** - The Job Classification Committee unanimously recommends that the salary range for the Storm Water Coordinator be established at **range 44** of the current salary plan; and
- 2). **Infrastructure Manager** – The Job Classification Committee unanimously recommends that the salary range for the Infrastructure Manager be increased to **range 47** of the current salary plan. We recommend this increase in pay range from range 45 to range 47 become effective retroactive to January 1, 2008.

Should you have any questions, please let me know.

\*Job Classification Committee Members present – Ken Pearson, Bettie Johnson, June Pitchford, David Mink, and Betty Dickneite.

\*Job Classification Committee Member absent – Dwayne Carey

**An Affirmative Action/Equal Opportunity Employer**

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May Session of the April Adjourned

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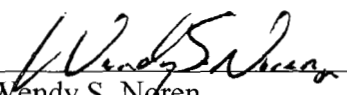
In the County Commission of said county, on the 1<sup>st</sup> day of May 20 08

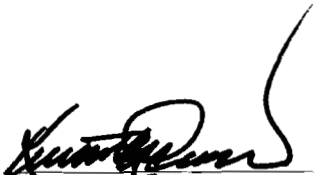
the following, among other proceedings, were had, viz:

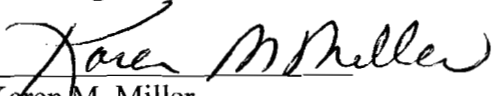
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri cooperative contract C108031001 with Joe Machens Ford of Columbia, Missouri, for Patrol Vehicles. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

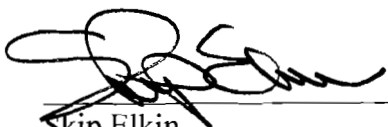
Done this 1<sup>st</sup> day of May, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

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STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 08

In the County Commission of said county, on the 1<sup>st</sup> day of May 20 08

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

Now on this day the County Commission of the County of Boone does hereby award bid 16-08APR08 – Regulator Signs Term and Supply as follows:

Lowest and best bid by line item:

Osburn Associates: 4.8.1.1. through 4.8.13.1.

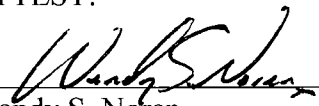
J & A Traffic Products: 4.9.3.4. through 4.10.1.7. and 4.10.1.9. & 4.10.1.10.

Best bid due to ease of contract administration (two contracts vs. three contracts)

J & A Traffic Products: 4.10.1.8., 4.10.1.11., 4.10.1.12., and 4.10.1.13.

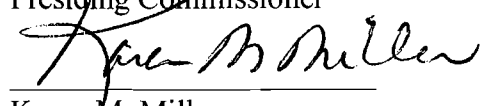
Done this 1<sup>st</sup> day of May, 2008.

ATTEST:

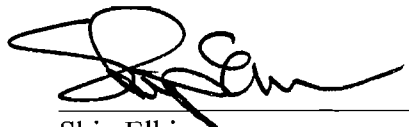
  
Wendy S. Noren  
Clerk of the County Commission



Kenneth M. Pearson  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



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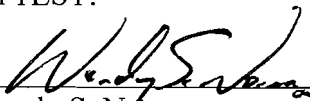
In the County Commission of said county, on the 1<sup>st</sup> day of May 20 08

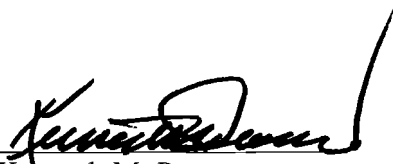
the following, among other proceedings, were had, viz:

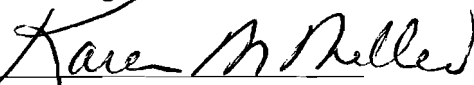
Now on this day the County Commission of the County of Boone does hereby approve the cost-share agreement with the City of Columbia for Brown School Road Overlay. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 1<sup>st</sup> day of May, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the 15<sup>th</sup> day of May, 2008, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: CITY OF COLUMBIA

Project/Work Description: BROWN SCHOOL ROAD OVERLAY COST SHARE

Proposal Description: See attached Scope of Services, and Fee Schedule dated April 4, 2008 and issued by the City of Columbia

Modifications to Proposal: Fees and expenses shall not exceed \$40,000.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

**CITY OF COLUMBIA**

By [Signature]  
Title CITY MANAGER

Dated: May 11, 2008

**APPROVED AS TO FORM:**

[Signature]  
County Attorney

**APPROVED:**

[Signature]  
Director, Boone County Public Works

**BOONE COUNTY, MISSOURI**

By [Signature]  
Presiding Commissioner

Dated: 5/1/08

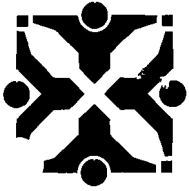
**ATTEST:**

[Signature]  
County Clerk

**CERTIFICATION:**

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

[Signature] 4/16/08  
Auditor by [Signature] Date 2040-71100



# CITY OF COLUMBIA, MISSOURI

PUBLIC WORKS DEPARTMENT

April 4, 2008

David Mink, P.E.  
Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201-9711

Re: Brown School Road Overlay Cost Share

Dear Mr. Mink:

During our bi-annual meeting to discuss shared road projects, it was noted that the County desired to overlay a section of Brown School Road from Clearview Road to where the City's reconstruction project terminated at Providence Road. County staff prepared an estimate for pavement patching, shoulder buildup, striping and for a two-inch, full-width overlay.

Road Name/Description	City Contribution	County Contribution	Total Cost
<b>Brown School Road</b> Clearview to Providence – 1750')			
2" Overlay	\$36,000.00		\$36,000.00
Dig out repairs, shoulder buildup, striping	\$34,000.00		\$34,000.00
Contingency	\$10,000.00		\$10,000.00
<b>TOTAL</b>			<b>\$80,000.00</b>

Project anticipated to be bid by City as an add alternate to City project to rebuild Brown School Road east of Providence and will be coordinated with the construction schedule of that project. County will reimburse City for actual costs **not to exceed \$40,000**. Project will join County's new asphalt at Clearview Road intersection and City's new pavement at Providence for a total length of approximately 1,750 feet.

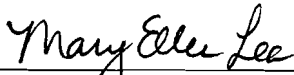
The cost of repair will be shared equally with the County. Since the City and County are contributing expenses, once all expenses are determined, a final reimbursement will be made to the City for a not-to-exceed amount of \$ 40,000.00.

As this is a binding agreement between Boone County and the City of Columbia, an approval section follows on the second page of this letter.

Brown School Road Overlay Cost Share  
April 4, 2008

Page 2

Total not-to-exceed amount to be reimbursed to the City of Columbia by the County of Boone is **\$40,000.00** for the Brown School Road Overlay Project.



Mary Ellen Lea  
Acting Director of Columbia Public Works

CITY OF COLUMBIA, MISSOURI  
By:



Bill Watkins

May 11, 2008  
Date

APPROVED AS TO FORM:




Fred Boeckmann  
City Counselor

ATTEST:

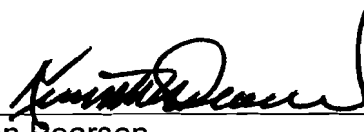


Sheela Amin  
City Clerk



David W. Mink  
Director of Boone County Public Works


BOONE COUNTY, MISSOURI  
By:



Ken Pearson

5/1/08  
Date

APPROVED AS TO FORM:



County Counselor

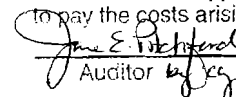
ATTEST



Wendy Noren  
County Clerk

- c: David Nichols, Manager of Engineering & Inspection  
Dave Daly, Street Superintendent  
Sam Thomas, Public Works Supervisor  
Sarah Talbert, Rate Analyst

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

  
Auditor 4/16/08  
Date  
2040-71100



**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

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**CITY OF COLUMBIA**

**BOONE COUNTY, MISSOURI**

By \_\_\_\_\_  
Title \_\_\_\_\_


By \_\_\_\_\_  
Presiding Commissioner

Dated: \_\_\_\_\_

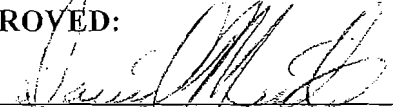
Dated: \_\_\_\_\_

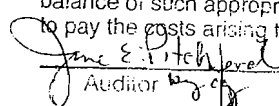
**APPROVED AS TO FORM:**

**ATTEST:**

  
\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
County Clerk

**APPROVED:**  
  
\_\_\_\_\_  
Director, Boone County Public Works

**CERTIFICATION:**  
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.  
 4/16/08  
Auditor  
2040-71100



# CITY OF COLUMBIA, MISSOURI

PUBLIC WORKS DEPARTMENT

April 4, 2008

David Mink, P.E.  
Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201-9711

Re: Brown School Road Overlay Cost Share

Dear Mr. Mink:

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Road Name/Description	City Contribution	County Contribution	Total Cost
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April 4, 2008

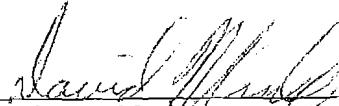
Page 2

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Mary Ellen Lea  
Acting Director of Columbia Public Works

CITY OF COLUMBIA, MISSOURI  
By:



David W. Mink  
Director of Boone County Public Works

BOONE COUNTY, MISSOURI  
By:

Bill Watkins

Date

APPROVED AS TO FORM:

Fred Boeckmann  
City Counselor

ATTEST:

Sheela Amin  
City Clerk

Ken Pearson

Date

APPROVED AS TO FORM:



County Counselor

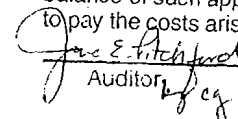
ATTEST

Wendy Noren  
County Clerk

c: David Nichols, Manager of Engineering & Inspection  
Dave Daly, Street Superintendent  
Sam Thomas, Public Works Supervisor  
Sarah Talbert, Rate Analyst

CERTIFICATION:

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

  
Auditor

4/16/08  
Date 2008 71100



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

May Session of the April Adjourned

Term. 20 08

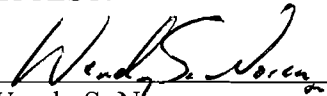
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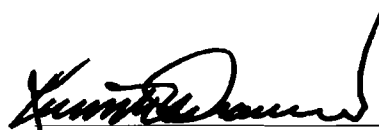
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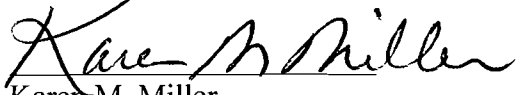
Now on this day the County Commission of the County of Boone does hereby approve the agreement for consultant services with Allstate Consultants, LLC for Kendallwood Drive Entrance Repair (Meadowbrook West Subdivision). It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

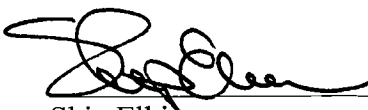
Done this 1<sup>st</sup> day of May, 2008.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 15<sup>th</sup> day of May, 2008, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: ALL STATE CONSULTANTS

Project/Work Description: KENDALLWOOD DRIVE ENTRANCE REPAIR (MEADOWBROOK WEST SUBDIVISION)

Proposal Description: See attached Scope of Services and Fee Schedule dated March 19, 2008 and issued by Allstate Consultants, LLC

Modifications to Proposal: Fees and expenses shall not exceed \$16,900.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

ALLSTATE CONSULTANTS, LLC

By [Signature]  
Title President

Dated: 8 May 2008

APPROVED AS TO FORM: w/ alteration to page 4

[Signature]  
County Attorney

APPROVED:  
[Signature]  
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

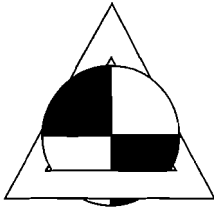
By [Signature]  
Presiding Commissioner

Dated: 5/6/08

ATTEST:  
[Signature]  
County Clerk

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

[Signature] 4/16/08  
Auditor by [Signature] Date 2645-71102



**allstate consultants llc**  
*Engineering • Planning • Surveying • Investigative • Geotechnical*

March 19, 2008

MAR 20 2008

Mr. Derin Campbell, P.E.  
Manager of Design and Construction  
Boone County Public Works  
5551 Highway 63 South  
Columbia, Missouri 65201

RE: Agreement For Engineering Services  
Kendallwood Drive Entrance Repair  
Meadowbrook West Subdivision  
Boone County, Missouri

Dear Mr. Campbell:

Enclosed are two copies of our Agreement For Engineering Services in response to your March 10, 2008 Request For Proposal on the project referenced above. Also enclosed is a copy of our Engineering/Surveying Fee Estimate Worksheet.

Thank you for the invitation to submit our Proposal. Please call me if you have any questions.

Yours truly,

**Allstate Consultants, L.L.C.**

Jeff McCann, P.E.





**AGREEMENT FOR ENGINEERING SERVICES**

---

CLIENT: **BOONE COUNTY PUBLIC WORKS  
ATTN: DERIN CAMPBELL  
5551 HWY 63 SOUTH  
COLUMBIA, MO 65201**

BILLING: **SAME AS CLIENT**

DATE: **MARCH 19, 2008**

**PROJECT #:**

---

PROJECT NAME AND LOCATION:

**KENDALLWOOD DRIVE ENTRANCE REPAIR  
MEADOWBROOK WEST SUBDIVISION  
BOONE COUNTY, MO**

SCOPE OF SERVICES / FEE FOR SERVICES:

Allstate Consultants LLC, 3312 LeMone Industrial Blvd., Columbia, MO agree to provide engineering services for the above named project at the above listed location. These services will be provided for on a **Not-To-Exceed fee** basis as defined herein and as defined in the standard terms and conditions in Addendum A of this agreement.

Allstate Consultants LLC will complete all of the work for a **Not-To-Exceed fee** of **SIXTEEN THOUSAND NINE HUNDRED DOLLARS (\$16,900.00)**.

The anticipated scope and schedule of work will include the following:

See the "Scope and Schedule of Work Addendum" attached hereto and incorporated herein by references as though fully set forth herein.

Reimbursable expenses and other expenses are included in the Not-To-Exceed fee unless specifically excluded in the "Scope and Schedule of Work Addendum".

BILLING:

An invoice will be sent at the first of each month reflecting the services performed. Payment is due in 30 days and delinquent in 45 days.

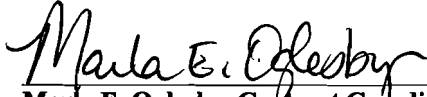
CONTRACT:

Acceptance of this agreement will serve as Allstate Consultant's notice to proceed and together with the standard terms and conditions attached hereto represent the formal contractual agreement.

---

Proposed By:

Accepted By:



**Marla E. Oglesby, Contract Coordinator  
Allstate Consultants LLC  
3312 LeMone Industrial Blvd.  
Columbia, MO 65201  
573-875-8799 (phone)  
573-875-8850 (fax)  
moglesby@allstateconsultants.net**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name / Title

## SCOPE AND SCHEDULE OF WORK ADDENDUM

This Addendum describes the scope and schedule of work to be performed by Allstate Consultants, LLC in response to the Request For Proposal dated March 10, 2008 relating to the **Kendallwood Drive Entrance Repair** project located in the **Meadowbrook West Subdivision of Boone County, Missouri** and this Addendum is incorporated by reference into the attached Proposal for Engineering Services.

The anticipated scope and schedule of work will include the following:

1. Provide all necessary field survey of topography and property lines to design improvements and establish land ownership information within the project limits.
2. Prepare and submit all required permit applications for approval from state and federal agencies. (Any application fees paid by Allstate Consultants, LLC shall be a reimbursable expense and are not included in the not-to-exceed fee for this proposal.)
3. Provide final construction plans and supplemental technical specifications necessary to bid and construct the project including project quantities. The plans shall conform to all existing County utility agreements and the requirements set forth in the Boone County Roadway Regulations.
4. Submit a design schedule showing all pertinent dates in the design process, including the estimated date to Purchasing, prior to the start of design work. The schedule will be updated and submitted to the County for review at the following intervals: 50%, 75% and 95% completed plans.
5. Schedule and participate in a utility meeting with the County and all utility companies within the project limits. Submit a 50% complete set of plans to all utility companies and the County at the utility meeting for review and comment. Incorporate all necessary utility/County comments into the plan set.
6. Prepare legal descriptions and exhibits necessary for the County to start the easement/right-of-way acquisition process and submit with the 50% complete set of plans.
7. Participate in an on-site field check conducted by the County and submit a 75% complete set of plans to the County for review and comment. Incorporate all comments from the review into the plan set as necessary.
8. Schedule and participate in one public meeting involving all adjacent property owners, make a presentation with necessary exhibits to convey the intention of the project, and answer questions regarding the project. This requirement may be waived at the discretion of the Public Works Director if deemed unnecessary.
9. Incorporate all comments provided by the County from the easement/right-of-way acquisition process into the plan set as necessary.
10. Submit a 95% complete set of plans to the County for review and participate in a review meeting, following the plan submission, scheduled by the County. Incorporate all comments discussed at the meeting into the plan set.
11. Provide final plans for County review a minimum of two weeks prior to the scheduled date to Purchasing.
12. Prepare an Engineer's Opinion of Probable Construction Cost and include with the 50%, 75% and 100% complete plan submittals.

13. Attend and participate in the pre-bid meeting scheduled by the County, respond to contractor questions and develop any necessary addendums.
14. Respond to contractor questions, as necessary during construction, to help resolve any plan discrepancies. (Design work associated with change orders, not related to plan discrepancies, will be billed to the County on an hourly basis at our hourly rate as defined in the Standard Terms and Conditions in Addendum A of this contract.)
15. This Proposal **does not** include environmental investigation or testing services.
16. This Proposal **does not** include geotechnical investigation or geotechnical engineering services.
17. This Proposal **does not** include construction administration services other than those defined in item number 14 above.
18. This Proposal **does not** include construction survey staking services.
19. This Proposal **does not** include construction observation or testing services.
20. This Proposal **does not** include additional services (proposed easement/right-of-way staking, additional meetings with property owners or others, etc.) related to the County's easement/right-of-way process other than those defined in items 6, 8 and 9 above. (If property title searches are required, any title search fees paid by Allstate Consultants, LLC shall be a reimbursable expense and are not included in the not-to-exceed fee for this proposal.)

Proposed By:

Accepted By:

  
 Marla E. Oglesby, Contract Coordinator  
 Allstate Consultants LLC  
 3312 LeMone Industrial Blvd.  
 Columbia, MO 65201  
 573-875-8799 (phone)  
 573-875-8850 (fax)  
 moglesby@allstateconsultants.net

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name / Title

**ADDENDUM A – STANDARD TERMS AND CONDITIONS**

**Allstate Consultants LLC (the Firm)** shall perform the professional services outlined in this agreement for the stated fee agreement. The Firm will perform the services in a timely manner with due and reasonable diligence consistent with sound professional practices. The Firm will perform services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Access to Site:** Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damages due to these activities but have not included in the fee the cost of restoration of any resulting damage.

**Fee:**

A **Fixed fee**, if stated, shall constitute the total compensation due.

A **Percentage fee**, if stated, shall be calculated on the basis of the total cost of the work designed and specified by the firm.

An **Estimated fee**, if stated, will be calculated on an hourly basis, and the estimate shall not be exceeded by more than twenty percent without written approval of the Client.

A **Not-To-Exceed fee**, if stated, will be calculated on an hourly basis, and will not be exceeded without prior written approval of the Client.

An **Hourly fee**, if stated, will be based on the actual hours expended on the project and will be calculated on an hourly basis.

**Hourly Rate:** Where the fee is to be calculated on an hourly basis, the rates shall be as follows:

PRINCIPAL .....	\$117.00
ENGINEER III .....	\$109.00
ENGINEER II .....	\$99.00
ENGINEER I .....	\$87.00
TECHNICIAN VI/SURVEYOR III .....	\$99.00
TECHNICIAN V/SURVEYOR II .....	\$87.00
TECHNICIAN IV/SURVEYOR I .....	\$72.00
TECHNICIAN III .....	\$62.00
TECHNICIAN II .....	\$45.00
TECHNICIAN I .....	\$32.00
CREW (2 MEN).....	\$117.00
CREW (3 MEN).....	\$127.00
INVESTIGATOR II .....	\$99.00
SENIOR INVESTIGATOR .....	\$68.00
INVESTIGATOR I .....	\$54.00
EXPERT TESTIMONY II.....	\$250.00
EXPERT TESTIMONY I.....	\$175.00
GPS RECEIVERS (PER UNIT) .....	\$111.00/day
TRAFFIC COUNTERS (PER UNIT) .....	\$32.00/day
MILEAGE .....	IRS Rate
ATV (PER UNIT).....	\$111.00/day
EXPENSES (Lodging, Meals, Printing, Research, & etc.) .....	Actual Cost

**Annual Rate Increase:** Rates will be adjusted annually. Adjusted rates will be incorporated and billed into applicable agreements and contracts.

**Reimbursable Expenses:** The Client shall reimburse the Firm to direct expenses incurred during performance of the service, including printing charges, taxes, mileage, public transportation cost, tolls, permit fees, equipment rentals, long distance communication, and other miscellaneous expenses.

**Billing/Payments:** Statements for the Firm's services shall be submitted at the completion of the project. Statements shall be due upon receipt and payable within 30 days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to the Firm shall not be withheld, postponed or made contingent on the construction, completion or success of the project. No withholdings, deductions or offsets shall be made from the Firm's compensation for any reason.

~~**Indemnification:** The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the firm), or anyone for whose acts they may be liable.~~



**Project Responsibilities:** Neither the professional activities of the Firm nor the presence of the employees at a construction site, shall relieve any Contractor or any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in

accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Client agrees his Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the Contractor.

**Termination of Services:** The Agreement may be terminated by the Client or the Firm after seven days written notice should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.

**Ownership of Documents:** All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm. The "original" plat shall be returned to the firm after recording in the Boone County records.

**Applicable Laws:** Unless otherwise specified, this agreement shall be governed by the laws of the State of Missouri.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 08


In the County Commission of said county, on the 1<sup>st</sup> day of May 20 08


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

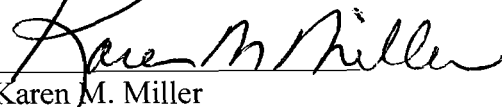
Now on this day the County Commission of the County of Boone does hereby appoint John Schloot to the Judicial & Law Enforcement Task Force for a term beginning May 1, 2008, and ending April 30, 2011.

Done this 1<sup>st</sup> day of May, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

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



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

27pc  
expire May 1, 08  
expire April 30, 2011

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Judicial & Law Enforcement Task Force Term: 4/24/2008

Current Township: Rocky Fork Today's Date: 4/24/2008

Name: John Schloot

Home Address: 11821 N. Burg Road Zip Code: 65255

Business Address: 525 N. Route B Highway Zip Code: 65255

Home Phone: 573-696-2668 Work Phone: 573-696-0800  
Fax: 573-696-0801 E-mail: Johhhhn@aol.com

Qualifications: Served on the Courthouse space needs committee and continue to serve as an advisor on the courthouse technology needs. Commercial/Industrial General contractor and developer. Hallsville Area Chamber of Commerce, Executive Director Extensive community service work. Gained a good knowledge of the Boone County Courthouse and it's functions.

Past Community Service: Boone County Planning and Zoning(current), Hallsville Community Development Association Board member. Shriners Hospital, St. Louis Board of Governors Member. Courthouse space needs, Hallsville Chamber past president, Boone Countians for Better Roads, Courthouse Tax issue proponent. Hallsville Area Rural Healthcare & Development (current)

References: Cherie Reisch, Bernie Andrews, Larry Moore

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

\_\_\_\_\_  
Applicant Signature

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