

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 09

County of Boone

In the County Commission of said county, on the

1<sup>st</sup>

day of December

20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the resolution designating a Recovery Zone pursuant to the American Recovery and Reinvestment Tax Act of 2009 for the purpose of issuing Recovery Zone Economic Development Bonds and Recovery Zone Facility Bonds. It is further ordered the Presiding Commissioner is hereby authorized to sign said resolution.

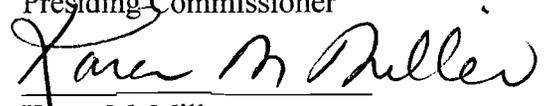
Done this 1<sup>st</sup> day of December, 2009.

ATTEST:

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



Kenneth M. Pearson  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

## DESIGNATION OF RECOVERY ZONE

RESOLUTION NO. \_\_\_\_\_

**AN RESOLUTION DESIGNATING A RECOVERY ZONE PURSUANT TO  
THE AMERICAN RECOVERY AND REINVESTMENT TAX ACT OF 2009 FOR THE  
PURPOSE OF ISSUING RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS  
AND RECOVERY ZONE FACILITY BONDS.**

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WHEREAS, County of Boone, Missouri (the "Public Entity") has received an allocation of the national Recovery Zone Economic Development Bonds limitation in the amount of \$1,412,000 and an allocation of the national Recovery Zone Facility Bonds limitation in the amount of \$2,118,000 pursuant to the American Recovery and Reinvestment Tax Act of 2009, codified in Title 26 of the United States Code and Internal Revenue Service, Notice 2009-50, issued on June 12, 2009 (collectively, the "Allocations"); and

WHEREAS, the Public Entity understands that the Allocations are to be used for the issuance of Recovery Zone Economic Development Bonds and Recovery Zone Facility Bonds pursuant to Section 1400U-2 or 1400U-3, respectively, of the Internal Revenue Code of 1986, as amended (the "Code"), such bonds referred to collectively as "Recovery Zone Bonds"; and

WHEREAS, the Public Entity understands that Recovery Zone Bonds are to be issued with respect to or to finance certain expenditures located in or attributable to an area within the jurisdiction of the Public Entity that the Public Entity determines has a significant level of one or more of the following factors: poverty, unemployment, home foreclosures, or general distress (such factors referred to herein as the "Distress Factors"); and

WHEREAS, the Public Entity has determined that the Distress Factors have been caused by one or more of the "Underlying Conditions of Distress" described in Section 1 hereof; and

WHEREAS, the Public Entity desires to designate the area described in Section 3 as a "Recovery Zone" to provide for the possible issuance of Recovery Zone Bonds (such area being referred to herein as the "Recovery Zone");

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE PUBLIC ENTITY, AS FOLLOWS:

**Section 1. Underlying Conditions of Distress.** The County Commission of the Public Entity (the "Governing Body") hereby finds and determines that the Recovery Zone identified in Section 3 suffers from one or more of the following conditions (each an "Underlying Condition of Distress"):

Check those that apply

<input checked="" type="checkbox"/>	The Recovery Zone has experienced significant increases in unemployment during the calendar years 2008 and 2009.
<input type="checkbox"/>	The Recovery Zone has experienced significant increases in home foreclosures and business failures [during the calendar years 2008 and 2009].
<input type="checkbox"/>	The Recovery Zone suffers from significant poverty.
<input type="checkbox"/>	Within the entire Recovery Zone there is a significant number of buildings and improvements which, by reason of dilapidation, deterioration, age or obsolescence, illegal use of individual structures, presence of structures below minimum code standards, abandonment, excessive vacancies, inadequate provision for ventilation, light, air sanitation, utilities or open spaces, high density of population and overcrowding of buildings, overcrowding of land, the existence of conditions which endanger life or property by fire and other causes, excessive land coverage, deleterious land use or layout, depreciation of physical maintenance, and lack of community planning, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare of the Recovery Zone.
<input type="checkbox"/>	There are substantial real properties on which there is a vacant structure and on which real property taxes have been delinquent for one year or more and orders have been issued by the Recovery Zone's fire official, building official or health official, and there has been no compliance with those orders within the prescribed time given by such official or within ninety days, whichever is longer, or the owner has declared in writing to the building official that the property is abandoned or there has been a determination by the Governing Body that the vacant structure contributes to housing blight.
<input type="checkbox"/>	The Recovery Zone has generally suffered from declining population or an increase in property tax delinquency.
<input type="checkbox"/>	The Recovery Zone has suffered from a material decline (using historical numbers) in retail sales.
<input checked="" type="checkbox"/>	The Recovery Zone has experienced a decline in property tax or sales tax revenues, resulting in budget cuts and an ensuing reduction in the governmental services provided by the Public Entity within the Recovery Zone since 2008.
<input type="checkbox"/>	The Recovery Zone has experienced economic distress by reason of the closure or realignment of a military installation pursuant to the Defense Base Closure and Realignment Act of 1990.
<input type="checkbox"/>	A significant portion of the Recovery Zone has been designated as an empowerment zone or renewal community before February 17, 2009.

**Section 2. Distress Factors.** The Governing Body hereby finds and determines that, as a result of the Underlying Condition(s) of Distress, the Recovery Zone has experienced a significant level of one or more of the Distress Factors (*i.e.* poverty, unemployment, home foreclosures, or general distress):

**Section 3. Designation of Recovery Zone.** Based upon the findings and determinations of the Underlying Condition(s) of Distress and the resulting Distress Factors, the Governing Body hereby designates the following area as the "Recovery Zone" for the Public Entity:

Check one

<input checked="" type="checkbox"/>	The Recovery Zone includes the entire area within the jurisdictional boundaries of the Public Entity.
<input type="checkbox"/>	The Recovery Zone includes the entire area within the jurisdictional boundaries of the Public Entity, excluding the area(s) identified in the attachment hereto.
<input type="checkbox"/>	The Recovery Zone includes only the area(s) identified in the attachment hereto.

**Section 4. Further Action.** The appropriate staff and officers of the Public Entity are authorized and directed: to take all necessary steps to indentify appropriate projects for which the issuance of bonds will further the goals established for Recovery Zone Bonds in order to cure the Distress Factors within the Recovery Zone; to identify other economic development incentives and programs which may be available under Federal or Missouri laws for such projects which will further the goals established for Recovery Zone Bonds; and to work with the Missouri Department of Economic Development to plan for the issuance of Recovery Zone Bonds for identified projects.

Adopted by the County Commission of the County of Boone, Missouri this \_\_\_ day of \_\_\_\_\_, 2009

County of Boone, Missouri

  
\_\_\_\_\_  
Ken Pearson, Presiding Commissioner

(Seal)

ATTEST:

  
\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 1<sup>st</sup> day of December 20 09

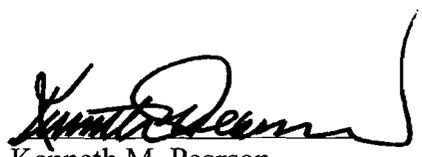
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the resolution authorizing the offering for sale of the County's Special Obligation Bonds – Recovery Zone Bonds- in the maximum principal amount of \$840,000.00 to provide funds to pay for a portion of the new Warehouse Storage Building. It is further ordered the Presiding Commissioner is hereby authorized to sign said resolution.

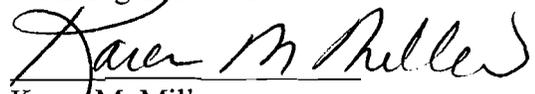
Done this 1<sup>st</sup> day of December, 2009.

ATTEST:

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



Kenneth M. Pearson  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF THE COUNTY'S SPECIAL OBLIGATION BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$840,000 TO PAY A PORTION OF THE COSTS OF A NEW WAREHOUSE STORAGE BUILDING.**

**WHEREAS**, the Missouri Department of Economic Development ("DED") has reserved for the Boone County, Missouri (the "County") until June 30, 2010, an allocation of \$1,412,000 of authority for the issuance of recovery zone economic development bonds as defined in Section 1400U-2 of the Internal Revenue Code of 1986, as amended (the "Code") ("RZEDBs"), permitting eligibility for the County to receive payments from the U.S. Treasury equal to 45% of each interest payment on qualifying RZEDBs issued in accordance with Code §§ 54AA, 1400U-2(a)(2) and 6431 ("RZEDB Interest Subsidy Payments");

**WHEREAS**, the County Commission of the County deems it necessary and desirable, in order to maximize possible interest savings, to issue special obligation bonds of the County in the maximum principal amount of \$840,000 (the "Bonds"), as RZEDBs in accordance with the Code, to pay a portion of the costs of constructing a new warehouse storage building (the "Project"); and

**WHEREAS**, the County Commission hereby determines it to be in the County's best interest to engage the firm of Piper Jaffray & Co., of Leawood, Kansas, to serve as underwriter/placement agent for the RZEDBs, and to engage the firm of Gilmore & Bell, P.C. of Kansas City, Missouri, as bond counsel for the RZEDBs.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF THE COUNTY OF BOONE, MISSOURI, AS FOLLOWS:**

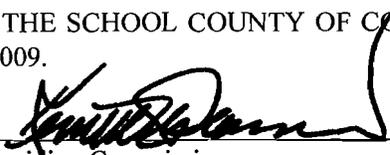
**Section 1.** The County Commission hereby authorizes the law firm of Gilmore & Bell, P.C., as bond counsel, to proceed with the preparation of any required official statement or placement memorandum, and all legal proceedings necessary for the issuance, sale and delivery of the Bonds. The County Commission further authorizes the firm of Piper Jaffray & Co., as underwriter/placement agent, to proceed with the offering for sale of the Bonds, the final terms of which shall be subject to the County Commission's subsequent approval.

**Section 2.** The County expects to make capital expenditures in connection with the Project on and after the date hereof, and intends to reimburse itself for a portion of those expenditures with the proceeds of the Bonds.

**Section 3.** All officers and representatives of the County are hereby authorized and directed to take such other action as may be necessary to carry out the intent and purposes of these resolutions.

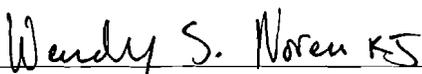
**Section 4.** This Resolution shall be in full force and effect from and after its passage by the County Commission.

**PASSED BY THE COUNTY COMMISSION OF THE SCHOOL COUNTY OF COLUMBIA, BOONE COUNTY, MISSOURI**, this 1 day of December 2009.

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

(SEAL)

ATTEST:

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

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 1<sup>st</sup> day of December 20 09

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

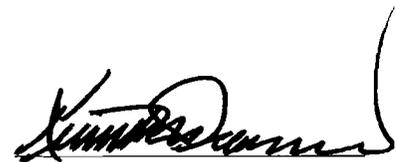
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish initial budget for Construction (phase I – mobilization and site preparation) and some initial owner’s cost expenses:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
4080	71201	Sheriff/Election Facility Capital Project	Construction Materials		145,000.00
4080	71231	Sheriff/Election Facility Capital Project	Owner’s Cost		4,500.00

Done this 1<sup>st</sup> day of December, 2009.

ATTEST:

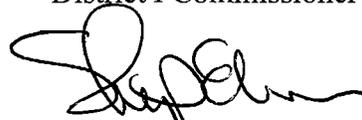
Wendy S. Noren KS  
 Wendy S. Noren  
 Clerk of the County Commission



Kenneth M. Pearson  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

11/19/09

EFFECTIVE DATE

FOR AUDITORS USE

Department	Account	Department Name	Account Name	(Use whole \$ amounts)	
				Decrease	Increase
4 0 8 0	7 1 2 0 1	Sheriff/Election Facility Capital Project	Construction Materials		145,000.00
4 0 8 0	7 1 2 3 1	Sheriff/Election Facility Capital Project	Owner's Cost		4,500.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **Establish initial budget for Construction (phase I - mobilization and site preparation) and some initial owner's cost expenses. Another budget amendment will be required to establish the remaining construction and owner's cost budget.**

*Lisa Roland*  
 Requesting Official

-----  
**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

Auditor's Office

*[Signature]*  
 RESIDING COMMISSIONER

*[Signature]*  
 DISTRICT I COMMISSIONER

*[Signature]*  
 DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

GENLSCR BOONE GENERAL LEDGER INQUIRY MAIN SCREEN 11/19/09 11:33:54  
 Year 2009 Opening Balance  
 Fund 408 SHERIFF/ ELECTIONS FACILITY Actual YTD Credits 208,900.00  
 Acct 2911 FUND BAL APPRPTD CONTROL Actual YTD Debits 59,400.00  
 Account Type B BUDGETARY  
 Normal Balance D DEBIT Current Balance 149,500.00-

Period	Debits	Credits	Current Balance
January			
February			
March			
April			
May			
June			
July			
August	59,400.00	180,000.00	120,600.00-
September			120,600.00-
October		28,900.00	149,500.00-
November			149,500.00-
December			
Post Closing			

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

*Amt of unappropriated funds in  
warehouse fund.*

*Establish a budget for Phase I construction  
+ Misc owner's cost per meeting w/ June  
+ Karen Miller 11-18-09 Ireland*

\$145,000.00 - Phase I  
 4,500.00 - misc owner's cost  


---

 \$149,500.00

**From:** Karen Miller  
**To:** CDykhouse@boonecountymo.org  
**Date:** 11/18/2009 8:55 PM  
**Subject:** Re: FW: sheriff annex

**CC:** LRoland@boonecountymo.org,JPitchford@boonecountymo.org,MBobbitt@booneco

u...  
CJ,

As I said before I would like to authorize the low bidder to peel this piece of the contract off and give a notice to proceed to keep the project on track. Can you develop some kind of contract that would allow this to get started as soon as we appropriate the funds we already have available in this account? We will be having a meeting on Friday to do several first readings This will allow us to do the second reading on the budget amendments on our next meeting on the 1st of Dec. Do you think this is something that can be accomplished?

Karen

----- Original Message -----

**From:** "john simon" <jsimon@simonassoc.net>  
**Date:** 11/18/09 3:45 pm  
**To:** "Karen Miller" <KMiller@boonecountymo.org>  
**Subj:** sheriff annex

Karen,

I discussed the site work and mobilization with John States at LDC and he proposed a total cost of \$91,525.71 to prepare the site, secure the bond, perform testing and install storm sewers. I have a more detailed breakdown of the work per the ES&S proposal he incorporated in his bid.

Authorization of this aspect of the project will allow the completion date to remain as specified in the bid documents.

Let me know if you need anything additional.

Thank you,

John Simon

573-874-1818

Karen M. Miller  
District I Commissioner  
Boone County MO  
801 E. Walnut, Room 245  
Columbia, MO 65201  
573-886-4308  
kmill@boonecountymo.org

11/20/2009

FY 2009  
Budget Amendments/Revisions  
Sheriff/Election Facility Capital Project (4080)

Index #	Date Recd	Dept	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	8/10/2009	4080	3917	Operating Transfer, In- From SRF	180,000		Transfer in from Sheriff Civil Charges Fund	
2	8/10/2008	4080	71211	A/E Fees	55,400		Est initial budget; an additional Budget Amendment will be needed to cover construction and additional owner's cost	
			71212	A/E Reimbursables	1,000			
			71231	Owner's Costs	3,000			
3	10/7/2009	4080	3913	Operating Transfer, IN from General Fund	28,900		Transfer unused amt. from lease warehouse appropriation. (Unused amts transferred from 1132/1251 to 1190 for this purpose. See related BR.)	
4	11/19/2009	4080	71201	Construction Materials	145,000		Establish budget for mobilization phase using balance of unappropriated cash on hand. Remaining project budget will be established when the commission gives final approval to the financing plan.	
			71231	Owner's Cost	4,500			

GENLSCR BOONE GENERAL LEDGER INQUIRY MAIN SCREEN 11/20/09 10:00:12  
 Year 2009 Opening Balance  
 Fund 408 SHERIFF/ ELECTIONS FACILITY Actual YTD Credits 52,844.16  
 Acct 1000 CASH & INVEST IN TREASURY Actual YTD Debits 209,008.28  
 Account Type A ASSET  
 Normal Balance D DEBIT Current Balance 156,164.12

Period	Debits	Credits	Current Balance
January			
February			
March			
April			
May			
June			
July			
August			
September	180,108.28	18,507.07	161,601.21
October	28,900.00		190,501.21
November		34,337.09	156,164.12
December			
Post Closing			

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

0.\*  
 #2907. Appropriation Control  
 59,400.00+  
 #2905.  
 Exp. 52,844.16-  
 Control 6,555.84\*  
 Remain Budget to be spent:  
 6,555.84-  
 #1000.  
 Cash 156,164.12+  
 Bal. 149,608.28\*  
 149,608.28+  
 7.57-  
 less interest earned 100.71-  
 149,500.00\*  
 ↓  
 Bal. to appropriate

55 4 2009

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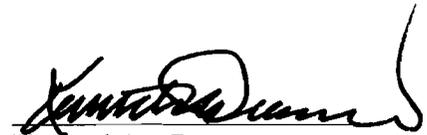
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the corrected quit-claim deed with 216 McBaine, L.L.C., for real estate per the attached legal description. The terms of this quit-claim deed are specified in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

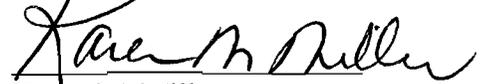
Done this 1<sup>st</sup> day of December, 2009.

ATTEST:

Wendy S. Noren  
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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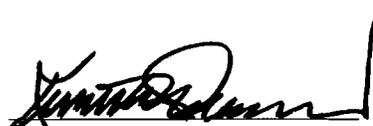
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 53-05Nov09 to Little Dixie Construction and approve the contract with Little Dixie Construction, for the Boone County Sheriff's Annex and Warehouse. The terms of this contract are stipulated in the attached document. Notice to Proceed to issue only after the County Counselor confirms the contract file is complete. It is further ordered the Presiding Commissioner is hereby authorized to sign said Partial Phasing Contract.

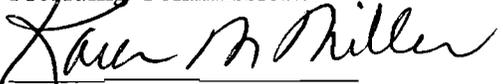
Done this 1<sup>st</sup> day of December, 2009.

ATTEST:

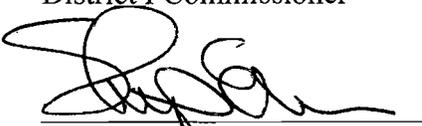
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Kenneth M. Pearson  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**CONTRACT AGREEMENT**  
**(Partial Phasing of Bid Number 53-05NOV09)**

THIS AGREEMENT, made and entered into by and between Boone County, Missouri, by and through its County Commission (hereinafter referred to as Owner), and Little Dixie Construction, LLC, (hereinafter referred to as Contractor).

WHEREAS, Contractor is the low bidder on the Bid Number: 53-05NOV09, Boone County Sheriff's Annex and Warehouse, with a base bid of \$1,258,432.00; and

WHEREAS, Owner anticipates awarding the base bid, Alternate #1 and Alternate #3, to Contractor, but can not make any final decision about said contracts until after Owner has secured financing and

WHEREAS, Contractor desires to mobilize on the project to begin site preparation for a building pad; and

WHEREAS, it is anticipated that Owner's financing will be approved over the next 60 days, allowing a full award of the contract to occur; and

WHEREAS, Contractor is willing to phase the project so as to authorize and allow to proceed certain items from the full contract, including the site preparation to be conducted by Contractor's subcontractor, Emery Sapp & Sons, Inc., in order to expedite the construction process; and

WHEREAS, Owner desires to expedite construction as well and is willing to award a partial phasing of the anticipated, total contract; and

WHEREAS, the project architect, Simon Associates, Inc., has agreed to this partial phasing for contract administration purposes; and

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

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

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

**Boone County Sheriff's Annex and Warehouse**

**Bid Number: 53-05NOV09**

and agrees to perform all the work required by the Contract in strict accordance to the Plans and Specifications, **as it pertains to this Partial Phasing Contract**, which shall include the following work:

1.1 Site grading and building pad preparation by Subcontractor, to include the items identified in Exhibit "A" which is attached hereto and incorporated herein by reference, for a total sum of Sixty Three Thousand Eight Hundred Forty Eight Dollars and Seventy One Cents (\$63,848.71); and

1.2. Acquisition of the Performance Bond and Labor and Material Payment Bond for the entire Boone County Sheriff's Annex and Warehouse project in an amount consistent with the anticipated, total contract amount of \$1,372,840.00, in the form set out in the bid specs, at a total cost of Nine Thousand Nine Hundred Eighty-Eight Dollars (\$9,988.00); and

1.3. Testing by Terracon, for a total cost of Five Thousand Dollars (\$5,000.00); and

1.4. Storm sewers for site, for a total cost of Twelve Thousand Six Hundred Eighty Nine Dollars (\$12,689.00).

2. The following Contract documents and all addenda (if applicable) are made a part hereof as fully as if set out herein. Change orders issued subsequent to this Contract shall be subject to the terms and conditions of this Contract unless otherwise specified in writing.

- 2.1. Notice to Bidders
- 2.2. Bid Response
- 2.3. Statement of Bidder's Qualifications
- 2.4. Instructions to Bidders
- 2.5. Bid Form
- 2.6. Anti-Collusion Statement
- 2.7. Signature and Identity of Bidder
- 2.8. Bidder's Acknowledgment
- 2.9. Work Authorization Certification
- 2.10. Insurance Requirements
- 2.11. Contract Conditions
- 2.12. Contract Agreement
- 2.13. Performance Bond
- 2.14. Labor and Material Payment Bond
- 2.15. General Specifications
- 2.16. Technical Specifications
- 2.17. Special Project Conditions
- 2.18. Affidavit – OSHA Requirements
- 2.19. Affidavit – Prevailing Wage
- 2.20. State Prevailing Wage Rates
- 2.21. Geotechnical Report
- 2.21. Notice to Proceed
- 2.22. Plans
- 2.23. Contract Agreement form for full project as set out in Bid Specifications

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

3. Contractor has made and shall be deemed to have made a careful examination of the site of the Project and of any plans and the scope of work for the project, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general local conditions and all other matters that may affect the cost and the time of completion of the Project. Contractor has secured this information by personal investigation and research and not from any estimates of Owner. Contractor agrees to make no

claim against the Owner by reason of estimates, tests or representation of any officer, agent or employee of Owner.

4. Time and Manner of Construction:

4.1. The Contractor agrees to commence construction not later than the authorized date in the Notice to Proceed for this Partial Phasing of the full Contract, and to complete the work within the time specified in the proposal or such additional time as may be allowed by Owner under the Contract.

5. The work shall be done to the complete satisfaction of the Owner, and in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency. All site preparations and daily clean up, including any related costs such as rental of dumpsters shall be the responsibility of Contractor. Contractor shall participate in meetings with Owner and/or Architect as requested to coordinate the work and administer the project. Contractor shall employ stormwater management practices appropriate to the project as required by Owner.

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

7. Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

8. The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

9. Records: Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Owner's representative to evaluate the performance of such services. The Owner's representative shall have full and free access to such books and records at all times during normal business hours of Owner, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Owner shall have access to such records in the event any audit is required.

10. **Integration; Amendment:** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11. **Severability:** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

12. **Adjustment of Total Contract Sum:** If, as anticipated, Owner awards the base bid, Alternate #1 and Alternate #3 to Contractor, for a total Contract Sum of \$1,372,840.00, the Contractor shall adjust the Total Contract Sum, and Owner shall be entitled to said adjustment, for any and all dollar amounts paid under this Partial Phasing Contract, such that if the Owner pays Contractor the full partial phasing contract sum of \$91,525.71, then the Total Contract Sum in the full contract shall be for \$1,372,840.00 less \$91,525.71, or a new, reduced Total Contract Sum for the remaining work under the full contract of \$1,281,314.29.

***The rest of this page is intentionally blank; the next contract  
paragraph is paragraph #13 on the next page***

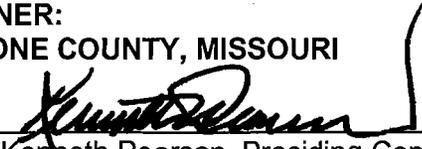
**13. The Owner agrees to pay the Contractor in the amount of Ninety One Thousand Five Hundred Twenty Five Dollars and Seventy One Cents (\$91,525.71)**

as full compensation for the performance of work embraced in this Partial Phasing Contract, subject to adjustment as provided for changes in quantities and approved change orders. Payments shall be made as set out in these Contract Documents, and payment requests shall be made on forms approved by Owner.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 12-1-09 at Columbia, Missouri.  
(Date)

ATTEST:

**OWNER:  
BOONE COUNTY, MISSOURI**

By:   
Kenneth Pearson, Presiding Commissioner

Wendy S. Noren  
Wendy S. Noren, County Clerk

**CONTRACTOR:  
Little Dixie Construction, LLC**

By:   
Authorized Representative (Signature)

ATTEST:

member  
Authorized Representative (Print or Type Name)

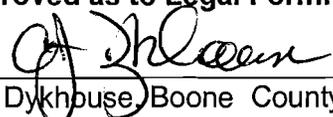
not used  
Secretary

John L. Stutes  
Title

**Project Budget Oversight:**

Lisa Poland 11-25-09  
Accountant, Treasurer's Office

**Approved as to Legal Form:**

  
C.J. Dykhouse, Boone County Counselor

**Project Architect, Simon Associates Inc.:**

By:   
John Simon, Architect

**AUDITOR CERTIFICATION**

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

Jane E. Pitchford  
Signature by cog

11/30/09  
Date

4080-71201  
Appropriation Amount

Item No.	Pay Item Description	Quantity	Unit	Price	Total Price
1	MOBILIZATION	1.00	LS	2,700.92	2,700.92 ✓
	<i>Mobilization</i>			<i>Subtotal:</i>	<i>2,700.92</i>
2	CONSTRUCTION ENTRANCE	1.00	EA	769.08	769.08 ✓
3	SILT FENCE	600.00	LF	1.78	1,424.00 ✓
4	INLET PROTECTION	3.00	EA	134.28	402.84
5	ROCK CHECK DAMS	2.00	EA	338.47	672.94 ✓
6	TEMPORARY DIVERSION BERM	1.00	LS	701.54	701.54 ✓
	<i>Erosion</i>			<i>Subtotal:</i>	<i>3,970.40</i>
7	CLEAR, GRUB, AND CHIP	1.00	LS	1,571.25	1,571.25 ✓
8	STRIP TOPSOIL AND STOCKPILE	1.00	LS	2,966.71	2,966.71 ✓
9	EXCAVATION AND GRADING	1.00	LS	13,279.94	13,279.94 ✓
10	PLACE 16" WASTE LIME UNDER BUILDING PAD W/ 5' OFFSET	1.00	LS	20,334.90	20,334.90 ✓
11	FINE GRADE BUILDING PAD SUBGRADE	1,556.00	SY	0.40	622.00 ✓
140	BACKFILL BASEMENT AND RETAINING WALL WITH GRANULAR	1.00	LS	16,805.43	16,805.43 ✓

PROPOSAL CONTINUED ON NEXT PAGE

63,848.71

EXHIBIT #     A

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 1<sup>st</sup> day of December 20 09

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorize the presiding commissioner to sign:

Grandview Plat 2. S15-T50N-R12W. A-2. GW Developers LLC, owner. David T. Butcher, surveyor.

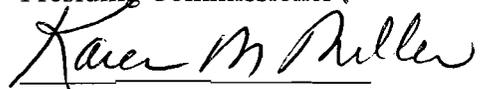
Done this 1<sup>st</sup> day of December, 2009.

ATTEST:

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



Kenneth M. Pearson  
Presiding Commissioner,



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 1<sup>st</sup> day of December 20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase revenue and expenditures for the Fostering Court Improvement JCIP Sub-grant for the period 10/1/09 – 12/31/09:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	03451	Judicial Grants	State Reimbursement		645.00
1243	22500	Judicial Grants	Subscription		80.00
1243	37230	Judicial Grants	Meals		565.00

Done this 1<sup>st</sup> day of December, 2009.

ATTEST:

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

Kenneth M. Pearson  
 Kenneth M. Pearson  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

RECEIVED

10/1/09

NOV - 9 2009

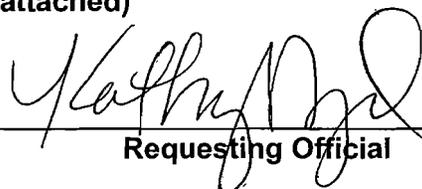
EFFECTIVE DATE

FOR AUDITORS USE

BOONE COUNTY AUDITOR

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	3	0	3	4	5	1	Judicial Grants	State Reimbursement		645.00
1	2	4	3	2	2	5	0	0	Judicial Grants	Subscription		80.00
1	2	4	3	3	7	2	3	0	Judicial Grants	Meals		565.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To increase revenue and expenditures for the Fostering Court Improvement JCIP Sub-grant for the period 10/1/09 - 12/31/09. (see attached)**

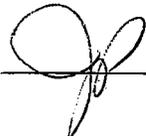
  
 \_\_\_\_\_  
 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

*agender*

*FY09 Projections Adjusted*  
*FY10 Budget adjusted for balance of grant*  
*11/10/09 Confirmed that these are state monies.*

  
 \_\_\_\_\_  
 Auditor's Office

  
 \_\_\_\_\_  
 PRESIDING COMMISSIONER

  
 \_\_\_\_\_  
 DISTRICT I COMMISSIONER

  
 \_\_\_\_\_  
 DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.



**State of Missouri**  
**Office of State Courts Administrator**  
**Division of Administration and Budget**

Contract Period		Award Amount
Start Date	End Date	
10/22/09	10/21/10	\$3,000.00

**Fostering Court Improvement JCIP Sub-grant**

**Program Description**

The Fostering Court Improvement sites are measured on pre-determined outcomes including permanency, timeliness, and child safety measures. Funding is provided to assist in the implementation of strategies to improve services and outcomes for children.

Contract Number	Vendor Number	
OSCA 08-075-17	43600034902	<input checked="" type="checkbox"/> Original Contract
		<input type="checkbox"/> Contract Amendment

Federal CFDA # (if applicable):

Court/Recipient Information:	Project Director:	OSCA Program Contact
Honorable Gene Hamilton 13th Judicial Circuit 705 E. Walnut Street Columbia, MO 65201	Rick Gaines, Juvenile Officer 13th Judicial Circuit 705 E. Walnut Street Columbia, MO 65201	Andrea Cleeton 573-522-6265
		OSCA Fiscal Contact
		Brian Dowden 573-526-8879

Special Conditions of this award are attached.  There are no special conditions of this award. Original RFP requirements only.

Funding to cover meals at the Guardians ad Litem round table luncheons with CD and JO staff - December 2009, March and June 2010; meals at eleven (11) monthly meetings (October to August). Funding also provided for subscription to PublicRecordsnow.com to assist with locating permanency for children in cases.

Requested Funding: \$3,000.00      Awarded Funding: \$3,000.00

**Please Sign, Date and Return by Mail to:**

Office of State Courts Administrator  
 Attn: Contracts Unit  
 PO Box 104480  
 Jefferson City, MO 65110

In witness thereof, the parties below hereby execute this agreement.

Appointing Authority Signature		OSCA Signature	
Printed Name:	Date		
		Printed Name Norma Rahm	
Presiding Judge Signature		Title	
Printed Name	Date	Court Programs Manager	
		Date 10-26-09	

**Fostering Court Improvement JCIP Sub-grant: Local Court Enhancements**

The Fostering Court Improvement sites are measured on pre-determined outcomes including permanency, timeliness, and child safety measures. In addition, the Children's Division Quality Assurance Specialists provide child welfare data to the local project sites. Strategies are then developed to address areas of deficiency which are identified in the outcome measurements. Funding is available up to \$3000 for each of the eleven project sites to assist them in their ability to implement strategies to improve services and outcomes for children and families. Each site will be required to submit funding request on this form, along with budgets and justification for their request in terms of the child welfare goals they hope to achieve and how the funding will support such. Reimbursement would be made in accordance with approved budgets after costs have been incurred.

**Budget Request**

1) Please break down your funding request:

Budget Line Item	Approximate Cost	Budget Line Item	Approximate Cost
a. Lunch-food	\$ 2,520.00	e.	\$
b. Public Records Now subscription	\$ 480.00	f.	\$
c.	\$	g.	
d.	\$		

2. Total Budget Request \$ 3000.00

**Justification (attach additional sheets, if necessary)**

1. How will this funding enhance your courts ability to meet outcomes for children and families?

Our FCI team meets monthly on a regular basis. These meetings are always scheduled over the lunch hour as it is the one time that most of us have available and are free to attend. We have approximately 25 persons who attend our meetings. These meetings allow us to review our goals and objectives in order to meet our goals. It is also an opportunity for our team to evaluate our progress and determine what does and does not work. We are requesting funds to cover the cost of lunch provided at eleven meetings for approximately 25 people. As part of FCI goals, we are holding a roundtable luncheon with our guardians ad litem in order to address concerns, case management and planning as well as ways to improve communication between the guardian ad litem and child. We plan on hosting at least three of these roundtable discussions during this grant period. Our FCI group has received training on Finding Families and have set goals to utilize this in order to find relative placements and supports for children in care. As part of this process, we plan on subscribing to PublicRecordsNow.com for \$39.95/month in order to search for family members. This would be for October-September (12 months). We believe this will help us find permanency for children in care.

2. Provide a timeline and description of how the funding will be used:  
(Funding must be spent and OSCA must be billed by September 10, 2010)

Monthly meetings beginning in October and running through August (eleven meetings)-lunches  
Guardians ad Litem round table luncheons with CD and JO Staff-December 09-March-June 2010  
PublicRecordsNow.Com subscription-Each month beginning in October and ending with September 2010

**For OSCA Internal Use Only**

	Yes	No
1. Does this request fall within the scope of the Fostering Court Improvement Program?		
2. Does this request meet the requirements of the DHHS-ACF requirements for uses of these grant funds?		
3. Is it clear that funding will be expended and billed to OSCA by September 10, 2010?		
4. Are there any special terms or conditions attached to this award?		

**Authorization (please both sign and print your name)**

Circuit Thirteenth Judicial Circuit Court	Signature - Presiding Judge <i>Gene Danni Har</i> GENE DANNI HAR	Date 10/14/09
OSCA	Division of Court Programs and Research <i>Mama Palar</i>	Date 10-26-09

Return to: Office of State Courts Administrator, Contracts Section  
2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

1243 Judicial Grants & Contracts  
 Fostering Court Improvement Grant  
 Calculations for Budget Amendment  
 October 1, 2009 - December 31, 2009

	22500- Subscriptions	37230 - Meals	Total
October - December 2009 Exp Estimate:	<u>\$ 80.00</u>	<u>\$ 565.00</u>	<u>\$ 645.00</u>
2009 Budget Amendment Expenditure Amounts:	\$ 80.00	\$ 565.00	<u>\$ 645.00</u>
2009 Budget Amendment Revenue Amounts:	\$ 80.00	\$ 565.00	<u>\$ 645.00</u>

Grant Award:

Oct.-Dec 2009	\$645.00
Jan-Sept. 2010	<u>\$2,355.00</u>
Total Grant Award:	<u><u>\$3,000.00</u></u>

1243 Judicial Grants & Contracts  
 Fostering Court Improvement Grant  
 Calculations for Budget Amendment  
 January 1, 2010 - September 30, 2010

	22500- Subscriptions	37230 - Meals	Total
January - September 2010 Exp Estimate:	<u>\$ 400.00</u>	<u>\$ 1,955.00</u>	<u>\$ 2,355.00</u>
2010 Budget Amendment Expenditure Amounts:	\$ 400.00	\$ 1,955.00	<u>\$ 2,355.00</u>
2010 Budget Amendment Revenue Amounts:	\$ 400.00	\$ 1,955.00	<u>\$ 2,355.00</u>

Grant Award:	
Oct.-Dec 2009	\$645.00
Jan-Sept. 2010	<u>\$2,355.00</u>
Total Grant Award:	<u>\$3,000.00</u>

FY 2009  
Budget Amendments/Revisions  
Judicial Grants & Contracts (1243)

BR #	Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
09013	1	2/6/2009	3451 23050 37230	State Grant Reimbursement Other Supplies Meals & Lodging-Training	3,000 1,650 1,350		Fostering Court Improvement JCIP Sub-Grant 1/22/09-1/21/10	
09022	2	3/12/2009	3411 10100 10200	Federal Grant Reimbursement Salary & Wages FICA	226 210 16		JABG grant-rebudget amounts not used in 2008	
09023	3	3/19/2009	3411 22500 71101	Federal Grant Reimbursement Subscriptions/Publications Professional Services	1,688 85 1,603		Juv Justice/Del Prev grant- rebudget amt not used in 2008	
09036	4	6/5/2009	3451 71101	State Grant Reimbursement Professional Services	12,500 12,500		Mid-Missouri Access to Justice Project; funding period 7/1/09 to 6/30/10 in the amount of \$25,000. This BA is for July-Dec 09	
09037	5	6/5/2009	3451 71101	State Grant Reimbursement Professional Services	6,250 6,250		New Domestic Violence Grant program. This is for July-Dec 09. Total award is \$12,500.	
09057	6		3451 Class 1	State Reimbursement Various	28,251 28,281		Establish budget for July - Dec 09 for Reintegration Drug Court Administrator; Grant runs thru June 2010. This is the last year for this grant funding	
09058	7		3451 71101	State Reimbursement Professional Services	9,975 9,975		Grant from the Domestic Relations Resolution Fund--Contact for Kids: A Safe Way Grant. Total Grant of \$19,950 is split 50/50 between FY 09 and FY 10	
09068	8		3411 10100 10200	Federal Grant Reimbursement Travel to Training Meals/lodging Professional Services	5,875 650 875 4,350		FY 09 portion of the FY 09-10 JABG Grant; Music & Art instructor	
09070	9		3411 37220 37230 71101	Federal Grant Reimbursement Travel to Training Meals/lodging Professional Services	5,875 650 875 4,350		Title II IDAI Grant (Juvenile Detention Alternative Initiative) Funding period: Oct 2009 - Sept 2010 This Budget Amendment is for FY 09 spending only	
	10		3451 10100 10200 10300 10325 10350 10375 10500	State Grant Reimbursement S&W FICA Health Insurance Disability Insurance Life Insurance Dental Insurance 401 (A) Match	40,079 31,720 2,427 4,752 117 53 360 650		Probation Services grant renewal; budget amendment covers 7/1/09 to December 31/09	
	11		3451 10100 10200 #	State Grants Salary and Wage FICA	3,269 3,037 232		Intensive Intervention grant; budget amendment covers 7/1/09 to 12/31/09	
	12		3451 22500 37230	State Grants Subscription Meals	645 80 565		Fostering Court Improvement JCIP; Total grant is \$3,000 FY 2010 budget will include the balance, \$2,355	