

218 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 4th day of May 20 10

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

Now on this day the County Commission of the County of Boone does hereby de-obligate the CDBG Funds for Prathersville and authorize the Presiding Commissioner to sign said State Community Development Block Grant documents.

Done this 4th day of May, 2010.

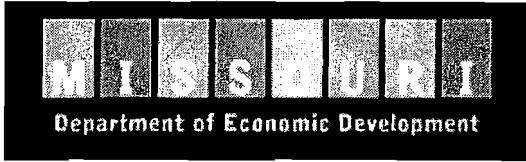
ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner



STATE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CLOSE-OUT REPORT

- 1. Grantee: County of Boone Project Number: 2006-PF-31
- 2. Address of Grantee: 801 E. Walnut Room 245, Columbia, MO 65201
- 3. Persons Completing this Report: Karen Miller, Boone County Commissioner
- 4. Number of citizen's written comments during grant period: none

If applicable, attach: (a) copy of each written citizen comment on the CDBG project performance which was received during the grant period; (b) the grantee's assessment of the comment; and (c) a description of any action taken or to be taken in response to the comment, as required by Section 104(d) of the Housing and Community Development Act of 1974, as amended, and by 24 CFR 570.

The grantee's authorized official representative certifies that:

The data in this Report is true and correct as of the date noted below.

The records described in 24 CFR Part 570 are being maintained and will be made available upon request.

Federal assistance made available under the CDBG program is not being utilized to substantially reduce the amount of local financial support for community development activities below the level of such support prior to the start of the CDBG project being reported here.

Typed Name of Authorized Representative:

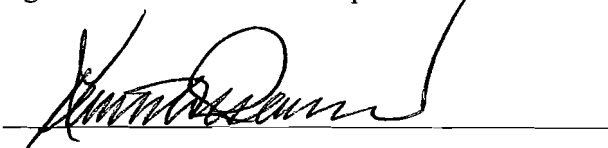
Typed Title of Authorized Representative:

Ken Pearson

Presiding Commissioner

Signature of Authorized Representative:

Date:



05/04/2010



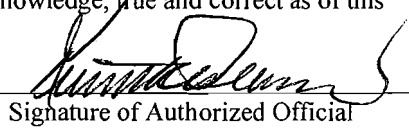
Department of Economic Development

CERTIFICATE OF COMPLETION

Name of Recipient: County of Boone			Project Number:		
Address (City, State, Zip): 801 E. Walnut Room 245, Columbia, MO 65201			2006	PF	31
Final Statement of Program Costs:					
TO BE COMPLETED BY GRANTEE					FOR STATE USE ONLY
Program Activities (Taken from Funding Approval/ Grant Agreement) (a)	Program Costs Paid (b)	Program Costs Unpaid (c)	Total (Column b + c) (d)	Approved Costs (e)	
C1 Administration	0	0	0		
C2 Audit	0	0	0		
C3					
C4					
C5					
C6					
C7					
C8					
C9 Total Program Cost (lines C1 – C8)	0	0	0		
C10 Less: Prgm Income applied to program costs	0	0	0		
C11 Equals: Grant Amt applied to program costs	0	0	0		
Status of Funds: Recipient wants to release the CDBG funds. The project is not going forward at this time.					
Description (a)	To Be completed by Grantee		FOR STATE USE ONLY		
	Amount (b)		Approved Costs (c)		
D1 Grant Award Applied to Program Costs (from line C11, column (b))	0				
D2 Unpaid Program Costs (from line C11, column (c))	0				
D3 Subtotal (from line C11, column (d))	0				
D4 Award per Funding Approval/Grant Agreement	271,190				
D5 Unused Grant to be CANCELLED (line D4 minus D3)	-271,190				
D6 Grant Funds Received to Date	0				
D7 Balance of Grant Payable (line D3 minus D6)*	0				
*If line D6 exceeds line D3, enter the amount of excess on line D7 as a <i>negative</i> number. This amount shall be repaid immediately, by check, to the state.					

Certification of Grantee:

It is hereby certified that all activities undertaken by the Grantee with funds provided under the grant agreement in the heading above, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that the proper provision has been made by the Grantee for the payment of all unpaid costs and unsettled third-party claims identified above; that the State of Missouri is under no obligation to make any further payment to the Grantee under the grant agreement in excess of the amount identified on line D7 hereof, and that every statement and amount set forth in this document is, to the best of my knowledge, true and correct as of this date.



Date	Typed Name and Title	Signature of Authorized Official
Local Contribution:	Per Funding Approval/Grant Agreement	\$ <u>0</u>
	Actual Total Match	\$ <u>0</u>
Program Income Generated: (see line C10)	Amount of Program Income	\$ <u>0</u>
	Source of Program Income?	
	Disposition of Program Income?	

Document here any unpaid costs/unsettled third-party claims noted at D2. Describe circumstances and dollar amounts involved:

Person who can best answer questions about this report (preparer):

Name: _____ Telephone: _____
Address: _____ City: _____
State: _____ Zip Code: _____

Basis of Close-out (to be completed by State)

- Regular Close-out: All conditions of the grant have been met.
- Administrative Close-out: All conditions have been met except for the following audit(s):

(Any costs disallowed by audit(s) of these funds shall be returned to the State, if sustained by DED.)

State Execution:

This Certificate of Completion is hereby approved on conditions stated in J. above. Unused committed contract funds have been deobligated in the amount of \$ _____ on _____, Amendment No. _____.

Department of Economic Development
CDBG Program

By: _____

Date: _____

STATE OF MISSOURI
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACT AMENDMENT/REQUEST #

Grantee Name COUNTY OF BOONE Project Number 2006-PF-31
801 E. WALNUT ROOM 245, COLUMBIA MO 65201
 Street or Box Number City State Zip
 Date of Request AUGUST 9, 2006 Contract Award Date OCT. 6, 2006

NOTE: IN THE FOLLOWING, ENTER EACH CDBG LINE ITEM, WHETHER CHANGED OR NOT. ENTER ONLY CDBG LINE ITEMS.

No.	ACTIVITY Title	Existing Budget	Revised Budget Request	Amount Increase/ Decrease	% Change
1	TOTAL GRANT	271,190	Ø	-271,190	100%
Totals		271,190	Ø	-271,190	100%

Explanation of Request:

This amendment shall be effective on _____, 20____. All other terms and conditions of the contract, or any amendments thereto, shall remain unchanged. IN WITNESS WHEREOF, the parties hereto execute this agreement.

 City/County Name

 COMMUNITY DEVELOPMENT

 Typed Authorized Signature

Sallie Hemenway, Director

 Authorized Signature

Date

 Title

 Date

INSTRUCTIONS: SUBMIT THREE (3) ORIGINALLY-SIGNED COPIES TO DED

Revised 07/28/04

219 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 4th day of May 20 10

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 a budget for HMEP Grant monies that will be spent during 2010 per LEPC:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2102	37210	LEPC-HMEP Grant	Training/Schools		536.00
2102	71100	LEPC-HMEP Grant	Outside Services		2,800.00

Done this 4th day of May, 2010.

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

REQUEST FOR BUDGET AMENDMENT

Return to Auditor's Office

Please do not remove staple.

BOONE COUNTY, MISSOURI

RECEIVED

4/15/10

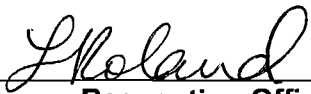
EFFECTIVE DATE

APR 15 2010

FOR AUDITORS USE

Department				Account					BOONE COUNTY AUDITOR		(Use whole \$ amounts)	
									Department Name	Account Name	Decrease	Increase
2	1	0	2	3	7	2	1	0	LEPC-HMEP GRANT	Training/Schools		536
2	1	0	2	7	1	1	0	0	LEPC-HMEP GRANT	Outside Services		2,800

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 establish budget for HMEP Grant monies that will be spent during 2010 per LEPC.**



Requesting Official

(Treasurer)

TO BE COMPLETED BY AUDITOR'S OFFICE

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

Agenda



Auditor's Office



PRESIDING COMMISSIONER

Absent
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.

Lisa Roland - Re: Do you know where Sherril...

From: "Debby Lancaster"
To: "Lisa Roland"
Date: 4/14/2010 3:16 PM
Subject: Re: Do you know where Sherril...

Training/Schools - 37210 - 536⁰⁰
 Outside Services - 71100 - 2800⁰⁰

Ok - lets do this

Lets estimate that we will spend \$2000.00 + Sherril's fee on professional services and \$536.42 in Training.
 Will that work?

>>> On 4/14/2010 at 2:20 PM, in message <4BC5CF9B.7FB2.005D.1@boonecountymo.org>, "Lisa Roland" <LRoland@boonecountymo.org> wrote:

Can you estimate how much will be professional services and how much will be training, so we know where to budget the money. There is currently \$3,336.42 left in that fund, \$800 of which we will pay Sherril's bill (professional services), leaving \$2,536.42 available for budgeting, if you think you will spend it all this year.

Lisa

>>> "Debby Lancaster" <dlancaster@bcfdmo.com> 4/14/2010 2:16 PM >>>

Lisa

What do you need from me to get this taken care of???

We expect to spend whatever Sherril's bill is (\$800 and something) + \$1500.00 more in developing Hazmat facility plans and training.

Will that work?

Debby

>>> On 4/14/2010 at 1:54 PM, in message <4BC5C998.7FB2.005D.1@boonecountymo.org>, "Lisa Roland" <LRoland@boonecountymo.org> wrote:

We are still waiting to get numbers on your expected expenditures for the year so that we can put the amendment together. I'm sorry I didn't realize that had not been done, it was buried under the huge stack of work to do sitting on my desk. If you could tell us what you expect to spend from this for the rest of the year, we will prepare the budget and get it on the next commission agenda.

Lisa

Lisa Roland
 Accountant, Boone County Treasurer's Office
 801 E Walnut RM 112
 Columbia, MO 65201-7798
 Ph: (573) 886-4366
 Fax: (573) 886-4369
 Email: lroland@boonecountymo.org

>>> "Debby Lancaster" <dlancaster@bcfdmo.com> 4/14/2010 1:50 PM >>>

Gladney's check from the HMEP fund is at this time?? Did it make it through committee???



Jan Fugit

Boone County Government Center
 801 E. Walnut RM 112
 Columbia, MO 65201-7798
 Telephone 573-886-4365
 Fax 573-886-4369
 E-mail: jfugit@boonecountymo.org

**LEPC Statement of Revenues & Expenses
 (07/01/09 through 6/30/10)**

<u>DATE</u>	<u>RECEIVED FROM</u>	<u>CEPF AMOUNT</u>	<u>HMEP AMOUNT</u>
7/1/2009	Beginning Balance	\$18,922.76	\$ 3,336.42
7/14/2009	State of Missouri - FY09 Grant Rec'd	\$ 7,565.36	
12/31/2009	Interest (Jul-Dec'09)	\$ 226.91	
6/30/2010	Interest (Jan-Jun'10)**	\$ 43.80	
TOTAL TO DATE:		<u>\$26,758.83</u>	<u>\$ 3,336.42</u>

<u>DATE</u>	<u>EXPENSE</u>	<u>CEPF AMOUNT</u>	<u>HMEP AMOUNT</u>
8/24/2009	Bo Co Fire District - Postage	\$ 20.35	
10/30/2009	City of Centralia - Meals/Lodging for Training	\$ 125.00	
TOTAL TO DATE:		<u>\$ 145.35</u>	<u>\$ -</u>
Remaining Grant Balance		<u>\$26,613.48</u>	<u>\$ 3,336.42</u>
Remaining Fund Balance		\$29,949.90	

*Amt available on HMEP Grant for use in 2010.
 Roland*

Prepared by: Lisa Roland
 Accountant
 4/15/2010

Fund Statement - Local Emergency Planning Committee Fund 210 (Nonmajor)

	2008 Actual	2009 Budget	2009 Projected	2010 Budget
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	2,141	10,300	16,398	9,000
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	675	885	161	-
Hospital Lease	-	-	-	-
Other	3,866	-	-	-
Total Revenues	6,682	11,185	16,559	9,000
EXPENDITURES:				
Personal Services	-	-	-	-
Materials & Supplies	5,515	6,800	1,021	125
Dues Travel & Training	3,354	17,500	14,000	15,636
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	-	500	-	2,800
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	145	300	153	155
Fixed Asset Additions	-	2,000	-	-
Total Expenditures	9,014	27,100	15,174	18,716
REVENUES OVER (UNDER) EXPENDITURES	(2,332)	(15,915)	1,385	(9,716)
OTHER FINANCING SOURCES (USES):				
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)	(2,332)	(15,915)	1,385	(9,716)
FUND BALANCE (GAAP), beginning of year	20,577	18,245	18,245	19,630
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
FUND BALANCE (GAAP), end of year	\$ 18,245	\$ 2,330	\$ 19,630	\$ 9,914
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	-	-	-
Designated:				
Capital Project and Other	-	-	-	-
Total Fund Balance Reserves and Designations, end of year	-	-	-	-
FUND BALANCE, end of year	18,245	2,330	19,630	9,914
FUND BALANCE RESERVES/DESIGNATIONS, end of year	-	-	-	-
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 18,245	\$ 2,330	\$ 19,630	\$ 9,914

4/15/2010

FY 2010
Budget Amendments/Revisions
LEPC - HMEP Grant (2102)

<u>Index #</u>	<u>Date Recd</u>	<u>Dept</u>	<u>Account</u>	<u>Dept Name</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	4/15/2010	2102	37210	LEPC-HMEP Grant	Training/Schools	536			
		2102	71100	LEPC-HMEP Grant	Outside Services		2,800		establish budget for HMEP Grant monies that will be spent during 2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 4th day of May 20 10

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

Now on this day the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a conditional use permit for Debra Diller for a riding school and equine boarding facility located at 5950 N Boothe Lane, Columbia.

This Commission Order is associated with Order # 164-2010, 3/30/2010.

Done this 4th day of May, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

BEFORE THE BOONE COUNTY COMMISSION

In re: DEBRA DILLER)
)
)
CUP for Riding School)
And Equine Boarding Facility)
on 13.1 Acres located at 5950 N)
Boothe Lane, Columbia)

FINDINGS OF FACT AND CONCLUSIONS OF LAW

NOW ON THIS 4 day of May, 2010, subject to the conditions of approval, the Boone County Commission enters these Findings of Fact and Conclusions of Law.

The Commission conducted hearings on this matter on March 2, 2010. The record before the Commission includes the application and attachments, the minutes of the Planning and Zoning Commission on the hearing(s) related to this application, the zoning ordinances and subdivision regulations of Boone County, the submissions by the applicant, the submissions by other interested parties, the materials and recommendations provided by staff and the testimony received at the public hearings.

On this record, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, in that:

a). There was no credible and persuasive evidence to indicate that the proposed use will be detrimental to or endanger the public health, safety, comfort or general welfare if operated within certain conditions.

2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, in that:

a). Conditions placed upon the request will ensure that property owners in the immediate vicinity will be able to fully utilize their property for uses allowed in the Boone County Zoning Regulations.

3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, in that:

a). **There was no credible and persuasive evidence to indicate that the proposed use will impair property values of existing properties in the neighborhood.**

4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, in that:

a). **The applicant will provide a portable restroom for public use during the times that the facility is open. Other public facilities are adequate for the proposed use.**

5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, in that:

a). **The majority of lots in the surrounding area are already developed. There is no credible and persuasive evidence indicating that the use permitted herein will impede development of the surrounding properties.**

6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, in that:

a). **The access to the facility is a private driveway that intersects with a public road which is of sufficient width and maintenance that the limited traffic generated by the site will be easily accommodated.**

The Commission, by authorizing issuance of the conditional use permit hereunder, concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state. The Commission, therefore, issues the Conditional Use Permit for a Riding School and Equine Boarding Facility with the following conditions:

- a) **The structures utilized by this use be brought into compliance with Boone County's building code and the fire code to the satisfaction of the Director of Planning & Building Inspection and the Boone County Fire Protection District.**
 - **Structure to be left open except for the side enclosed by stables.**
- b) **Limited to 10 horses, including owner's horses.**
 - **Up to 6 additional horses allowed on property when associated with training exercises.**
 - **Any horse present on the property for more than three continuous days shall be deemed a boarded horse and count towards the 10 horse limit.**
- c) **Operating hours 7:30 AM to 9:00 PM.**
- d) **Manure and other waste material shall be disposed of in an appropriate manner so as to create no impact to adjacent properties.**
- e) **Access drive at least 18' wide to allow two vehicles to pass.**

- Widening to be completed by June 1, 2010.
 - Access drive improvements to extend 50' past tract driveway.
 - All improvements are at applicant's expense unless other users agree to share in the cost.
 - Surface to be minimum of chip and seal by September 1, 2011.
- f) Provide off street parking for 5 vehicles.
- Off street parking and interior driveway to be dust free.
 - All event parking must be contained on site.
- g) Portable toilet to be on site.
- h) Any lighting is to be directed inward and downward.
- i) County Health Department to be allowed access to sample pond from May to September to determine suitability for full body contact.
- j) No 3rd party rental of the facility.
- k) No parties.
- l) Any overnight stay must be related to a site specific event.
- m) Plant and maintain two rows of red cedar trees or other suitable evergreens to break up silhouette of the under roof riding facility.
- Trees are to be no more than 30 feet apart.
 - Trees are to have a minimum diameter of 3 inches at grade.
- n) Revised access and maintenance easement submitted prior to operation.
- Revised access and maintenance easement to be recorded at applicant's expense with the Boone County Recorder of Deeds.
- o) Amplified sound system not permitted.
- p) No horse trailers stored on site.

SO ORDERED THIS 4 DAY OF May, 2010.

BOONE COUNTY COMMISSION

By: _____

Kenneth M. Pearson, Presiding Commissioner

ATTEST:

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 4th day of May 20 10

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

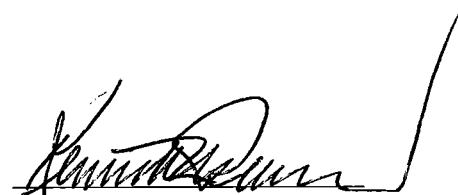
Now on this day the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a conditional use permit for Christopher Campbell for a day care facility located at 21 E Clearview Drive, Columbia.

This Commission Order is associated with Order # 214-2010, 4/27/2010.

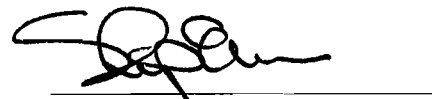
Done this 4th day of May, 2010.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

221-2010

**CONDITIONAL USE PERMIT
BOONE COUNTY, MISSOURI**

PROPERTY OWNER: **Christopher Campbell**

ADDRESS: 21 E Clearview Drive, Columbia, MO 65202

LEGAL DESCRIPTION: Lot 86, Clearview Plat 5

ZONING: R-S (Single Family Residential)

DATE APPROVED: 4/27/2010 REVIEW DATE: N/A

CONDITIONAL USE: **Day Care**

CONDITIONS OF APPROVAL:

- **The total number of children for the day care center is limited to 17.**
- **The driveway, loading and parking areas must have a dust free surface with a minimum level of improvement being a chip and seal surface.**
- **Any sign must comply with the Boone County sign regulations.**
- **The facility must comply with all site requirements if the Boone County Fire Protection District.**
- **The facility must comply with all requirements of the building code.**

VOID DATE: Void if not used by 4/26/2011 or if use as day care stops for 12 month.

EXPIRATION DATE: N/A

ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions shown on the reverse side hereof, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Planning and Building Inspection and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:

Wendy S. Norcross
County Clerk

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by [Signature]
Presiding Commissioner

APPROVED:

[Signature]
Director, Boone County Planning and Building Inspection

Dated: 05/04/2010

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

222-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 4th day of May 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to provide funds for the lease of temporary warehouse space for election equipment:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emerg & Contingency	Emergency	14,500.00	
1132	71505	Election & Registration	Building Lease		14,500.00

Done this 4th day of May, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI RECEIVED

4-26-10

EFFECTIVE DATE

APR 26 2010

FOR AUDITORS USE

Department				Account					BOONE COUNTY AUDITOR		(Use whole \$ amounts)	
											Transfer From	Transfer To
											Decrease	Increase
1	1	2	3	8	6	8	0	0	Department Name	Account Name		
									Emerg & Conting.	Emergency	14,500.00	
									Election & Regist.	Building Lease		14,500.00

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): *To transfer from Emergency for lease of temporary warehouse space for election equipment*

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

[Signature]
 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

KP
[Signature]
 Auditor's Office

April 8, 2010

To: Karen Miller
Boone County Presiding Commissioner

Re: Lease Proposal for 5900F North Tower Drive

Space: 5400 s.f. of building at 5900 N. Tower Drive (north addition)

Availability: Immediate

Term of Lease: Minimum 6 months (June 2010 thru Nov. 15, 2010)

Terms: Triple Net Lease: lessee to pay utilities, interior maintenance, prorata share of taxes and insurance.

Monthly payment \$1750.00/month

Month to month holdover after Nov. 15 at \$2000.00/month.

Optional Terms:

Lessee to prepay rent in the amount of \$10,000.00 for term: space available upon receipt of payment (no later than 5/1/2010), lessee to move at their convenience prior to June 2010. Term to expire Nov. 15, 2010 as noted.

Submitted by: Craig Simon
Diamond Capital Development
5900C N. Tower Drive
573-881-0765

Karen Miller - 5900F N. Tower Drive

From: "Craig Simon"
To: "Karen Miller"
Date: 4/8/2010 11:43 AM
Subject: 5900F N. Tower Drive

Karen,
The 5400 s.f. in the lease proposal is roughly 15% of the building. Based on 2009 real estate taxes the pro rata share of the taxes was \$4139.88.

W. Craig Simon, PE
President
Professional Contractors & Engineers, Inc.
5900C N. Tower Drive
Columbia, MO 65202
573-442-1113 ext. 222

From: Karen Miller
To: Pitchford, June
Date: 4/26/2010 1:52 PM
Subject: Re: Agenda Items for Tuesday evening- first reading

CC: Sapp, Jessica

Thank you for your help.
KMM

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

>>> June Pitchford 4/26/2010 1:42 PM >>>

Karen,
To expedite the payment process:

- 1) Have Jessica prepare a Payment Req (1132) to route through with the contract and the Budget Revision. When it comes back to us from Kristina, Meta will process for payment.
- 2) Diamond Capital Development Company, LLC will be a new vendor for us, so we need a W-9 on file before we make payment. Jessica can follow-up with Meta to make sure we get everything we need.

Thanks,
June

>>> Karen Miller 4/26/2010 1:30 PM >>>

Kristina,
1- Lease agreement with Diamond Capital Development for temporary warehouse space for election equipment
2- Budget Revision for temporary lease space

I will have Jessica put together the budget revision and get Wendy to sign it. It will be for \$14,500 out of the 1123-86800 Emergency Fund and move to 1132-71505 Elections per June. If I get a budget estimate for the electrical fix we may adjust the revision before next Tuesday. June was ok with that approach.

I would want the second reading for Tuesday, May 4th. This will allow us to get started with the electrical improvements and meet the June 1 deadline. Kristina, I will put the signed leases in your box.
Karen

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

2010 Emergency Fund
1123-86800

<u>DATE</u>	<u>DEPARTMENT</u>	<u>DEPT. NO.</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
1/1/2010	Original budget			735,000		735,000	Original budget
4/27/2010	Election & Registration	1132	71505 Building Lease		(14,500)	720,500	lease of temporary warehouse space for election equipment
Total				<u>735,000</u>	<u>(14,500)</u>	<u>720,500</u>	

223-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 4th day of May 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement between Boone County, Missouri and the Diamond Capital Development Company, L.L.C., to provide temporary storage space for election equipment. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 4th day of May, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

LEASE

Lease made by and between **Diamond Capital Development Company, L.L.C.**, a Missouri limited liability company, hereinafter called "**Landlord**", and **Boone County, Missouri**, a first class non-charter county, by and through its County Commission, hereinafter called "**Tenant**".

Whereas, the Landlord owns a parcel of land commonly referred to as 5900 N. Tower Drive, north addition, Columbia, Boone County, Missouri; and

Whereas, the Tenant is desirous of leasing that parcel of land to be used for storage and programming of equipment related to elections, and other related purposes, and Landlord is willing to lease that property to Tenant;

Now, Therefore, the parties agree as follows:

LEASED PREMISES

The Landlord hereby demises and leases unto the Tenant the following described parcel of land (the "demised premises" or the "premises") located at 5900 N. Tower Drive, Columbia, Boone County, Missouri, and described as follows: 5400 square feet in the north addition of said building as depicted in Exhibit "A" attached hereto and incorporated herein by reference. Tenant shall also have the nonexclusive right to use the parking area which adjoins the demised premises.

I USE OF DEMISED PREMISES

The demised premises are to be used by the Tenant for storage, programming, mobilization and demobilization of election equipment and other related purposes.

II TERM OF LEASE

The term of this lease shall commence upon payment of the lump sum rent as provided for herein and end on November 15, 2010. The Tenant shall pay a one-time, lump sum payment of Ten Thousand Dollars (\$10,000.00) prior to commencement of the lease, as and for rent for the term of the lease contemplated herein. Lessee shall have the right to begin interior modifications and otherwise take possession upon payment of the lump sum rent as provided for herein.

III REAL ESTATE TAXES

Tenant shall pay $\frac{1}{2}$ (6 months) of any regularly-assessed real estate taxes on the subject property which are attributable to the 5400 square feet that constitute the demised premises, which is agreed by and between the parties for purposes of this paragraph to represent 15% of the total building structure. As a result, the portion of the real estate taxes to be paid by Tenant can be calculated by the following calculation: **2010 city, county and state real estate taxes x 15% x 1/2**. Tenant shall not participate, however, in the pro-rata share of any special assessments. Said taxes shall be due from Tenant to Landlord within thirty (30) days of Landlord's presentation to Tenant of Landlord's tax bill, along with the appropriate calculation as set out herein.

IV UTILITIES

The Tenant shall have separately metered utilities on the demised premises and shall pay for all utility charges from and after the time Tenant takes possession of the demised premises. Landlord shall provide tenant access to separately metered utilities prior to commencement of the lease.

V TENANT'S OBLIGATION TO REPAIR

The Tenant shall have the express obligation to make repairs to the interior of the demised premises, except repairs required because of reasonable wear and tear and the Landlord's obligation as set forth in Paragraph VI hereof, and the Landlord's obligation with respect to damage by fire as hereinafter exempted.

VI LANDLORD'S OBLIGATION TO REPAIR

The Landlord shall have the express obligation to make, promptly after the necessity therefore arises, such repairs to the roof and structure, and plumbing and electrical systems (except as the electrical systems are modified by Tenant's authorized improvements as set out herein) and the exterior of the building of which the demised premises are a part, as may be necessary to keep the building in good repair and condition.

VII ASSIGNMENT

The Tenant shall not assign this lease, nor sublet the whole or any part of the demised premises without first obtaining the written consent of the Landlord. The Landlord covenants and agrees that it will not unreasonably withhold such written consent for such assignment.

VIII STOCK IN TRADE AND FIXTURES

The Tenant's stock in trade and fixtures in the demised premises shall be at the sole risk of the Tenant, except if loss, cost or damage in connection therewith is occasioned by the negligence of the Landlord, its agents, servants or employees.

IX DAMAGE BY FIRE

The Landlord agrees that no claim shall be made and that no suit or action, either at law or in equity, shall be brought by the Landlord or by any person, firm or corporation claiming by, through or under the Landlord, against the Tenant, its successors and assigns, for any loss, cost or damage caused by or resulting from fire, of whatsoever origin to the building constituting the demised premises or of which the demised premises are a part, as the case may be.

X ALTERATIONS, ADDITIONS AND SIGNS

The Tenant shall not make any alterations or additions to the leased premises, without first obtaining the consent of the Landlord, which shall not be withheld unreasonably. Landlord consents to the installation, at Tenant's sole cost and expense, of electrical systems to allow Tenant's contemplated use for programming and mobilizing election equipment. Tenant shall provide Landlord with plans for said modifications for Landlord's approval prior to beginning construction of the same. Tenant shall have the right to erect a sign in compliance with applicable law.

XI UNLAWFUL, IMPROPER OR OFFENSIVE USE

The Tenant shall not make nor allow to be made any unlawful, improper or offensive use of the demised premises.

XII DAMAGE TO PREMISES BY FIRE, CASUALTY OR BY TAKING FOR PUBLIC USE

If the demised premises or any part thereof shall be taken for any street or other public use or shall be destroyed

or damaged by fire or other casualty, or by the action of the City of Columbia or other public authorities, after the execution hereof and before the expiration of said term, then a just proportion of the rent hereinbefore reserved, according to the nature and extent of the taking or injury sustained by the demised premises, or in the case of such taking, what may remain thereof, shall have been put in proper condition for use and occupation with due diligence by Landlord at Landlord's sole cost and expense, and in case of taking there shall be a permanent abatement according to the nature and extent of the portion of the premises taken; provided, however, that in case the said premises or any substantial part thereof, shall be taken for any street or other public use, or shall be destroyed or substantially damaged by fire or casualty, or condemned by the action of the City of Columbia or other public authorities after the execution hereof and before the expiration of the term, then this lease and the term shall terminate at the election of the Landlord or of the Tenant and such election may be made in case of any such taking or destruction notwithstanding the entire interest of the Landlord or its representatives or assigns may have been divested by such taking, and if the lease shall not be terminated as aforesaid, the Landlord shall proceed with all expedition to restore the premises to their condition before said fire or casualty, or in case of a taking to put what may remain of said premises in proper and fit condition for use for said purposes. Should any such taking exceed five percent (5%) of the lot area then this lease and the term shall terminate at the election of the Tenant.

XIII INSURANCE

The Landlord shall insure, at its sole expense, the building on the demised premises against the risk of casualty loss. The Tenant shall provide, at its sole expense, public liability insurance, on such terms and conditions as it provides for other buildings owned or occupied by Tenant as a public governmental body.

XIV TENANT'S OBLIGATION AT THE END OF TERM

The Tenant shall at the expiration of said term peaceably yield up to the Landlord all the premises in such repair as the same are in at the commencement of said term or may be put in by the Landlord or its representatives during the continuance thereof, reasonable wear and use thereof and such other damage, the obligation to repair which has hereinbefore been specifically provided for in this lease, only excepted.

XV REMOVAL OF FIXTURES AND STOCK IN TRADE AT END OF LEASE

Tenant, at the expiration of this lease or within a period of fifteen (15) days thereafter, shall have the right to remove all fixtures, trade or otherwise, which it has installed upon the demised premises during the term of this lease, or by its successor or assignor, during prior leases.

XVI COVENANTS AND AGREEMENTS

All of the covenants, agreements and conditions of this lease shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and express. This lease agreement shall be governed by the laws of the State of Missouri.

XVII QUIET ENJOYMENT

The Landlord agrees that if the Tenant shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be paid and performed, the Tenant shall peaceably hold and enjoy the demised premises without hindrance or interruption by the Landlord or by any other person or persons.

XVIII NOTICES

All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by

mail or hand delivered to the following addresses:

If to the Landlord:
Diamond Capital Development Company, L.L.C.
Craig Simon
5900 C North Tower Drive
Columbia, Missouri 65202

If to the Tenant:

Boone County Commission
Attn: Commissioner Karen Miller
801 E. Walnut, Rm. 245
Columbia, Missouri 65201

With a copy to:

Wendy Noren, Boone County Clerk
801 E. Walnut
Columbia, Missouri 65201

XIV CURING DEFAULTS

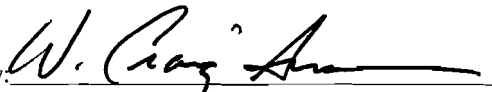
If either party is required to perform or comply with any agreement or provision hereof and shall fail to do so within the time provided therefore, then that party shall have a period of thirty (30) days after written demand for compliance shall have been received by any party hereto from the other unless such default shall be of such nature that same cannot be completely cured within such thirty (30) day period but the curing thereof has been commenced within the said thirty (30) day period and shall thereafter be continued with reasonable diligence to cure said default

XV BROKER'S COMMISSION

The Landlord and Tenant covenant that this lease was directly negotiated between them and that no broker was involved in bringing about this agreement. No claim of a broker's fee shall be made against either party.


Landlord:

DIAMOND CAPITAL DEVELOPMENT COMPANY, L.L.C.

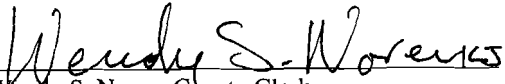
By: 
CRAIG SIMON, Member

Tenant:

BOONE COUNTY, MISSOURI
By and through its County Commission

By: 
Kenneth M. Pearson, Presiding Commissioner

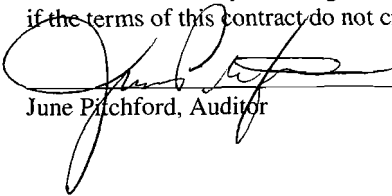
Attest:


Wendy S. Noren, County Clerk
Approved as to form:


C.J. Dykhouse, County Counselor

Boone County 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.)

 5/5/2010 1132-71505
June Pichford, Auditor Date Appropriation Amount

224-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the

4th

day of May

20 10

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 a budget for consultant services with Simon Oswald Architecture:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
4010	71211	Government Center Capital Project Fund	A/E Fees		8,000.00

Done this 4th day of May, 2010.

ATTEST:

Wendy S. Noren
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

Date of C.O#
EFFECTIVE DATE

FOR AUDITORS USE

Department					Account					Department Name	Account Name	(Use whole \$ amounts)	
												Decrease	Increase
4	0	1	0		7	1	2	1	1	Government Center Capital Project fund	A/E Fees		8,000

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): **Add'l Engineering-GC Boilers. Increase SOA contract to cover additional engineering services from Ross & Baruzzini related to replacing existing boiler and relocating new 3rd floor boiler to 1st floor. The county expects to recover some portion of these design costs under the Energize Missouri Communities subgrant award G10-EECBG-02-830407867 Boone County Government Buildings Energy Retrofits. Grant (incentive) revenue for the Government Center capital project will be determined, in total, at a later date and incorporated into the budget at that time. Therefore, NO grant/incentive revenue is included on this budget amendment.**

Commission

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. *N/A*
- Comments:



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.

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the ___ day of _____, 2010, 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 herein.

Consultant Name: Simon Oswald Architecture

Project/Work Description: **Boone County Government Center – Additional Engineering Services from Ross & Baruzzini**

Proposal Description: See attached proposal contained in email from Shelley Simon dated April 6, 2010.

Modifications to Proposal: Fees and expenses shall not exceed \$8,000.00 without prior written approval of the 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 be 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, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services 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 or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

SIMON OSWALD ARCHITECTURE

BOONE COUNTY, MISSOURI

By Shelley Simon

By _____

Title ARCHITECT / PRINCIPAL

Presiding Commissioner

Dated: 4/12/10

Dated: _____

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

County Clerk

PROJECT BUDGET OVERSIGHT:

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 appropriations sufficient to pay the costs arising from this contract.

[Signature] 4-16-10
Accountant – Treasurer's Office

Auditor Date

4010-71211

CJ Dykhouse - FW: Ross & Baruzzini Responses to Energy Grant Conference Call

From: "Shelley Simon"
To: "Ken Pearson", "CJ Dykhouse"
Date: 4/6/2010 1:29 PM
Subject: FW: Ross & Baruzzini Responses to Energy Grant Conference Call
CC: "Amanda Norris", "Overturf, Bill H."

Ken --

Is the email from Bill Overturf sufficient for them to begin the work we discussed last week in our conference call?

Shelley Simon AIA NCARB, LEED AP
Architect / Principal

soa

Architecture Interior Design Planning Sustainability

 Please consider the environment before printing this email.

From: Overturf, Bill H. [mailto:boverturf@rossbar.com]
Sent: Tuesday, April 06, 2010 11:40 AM
To: Shelley Simon
Cc: Amanda Norris
Subject: FW: Ross & Baruzzini Responses to Energy Grant Conference Call

Ladies,

We are going to move forward today on the additional work related to the boilers, per our discussion/teleconference last Friday. I think I understood that nothing more was required from me in terms of a proposal letter and that the e-mail communication below would suffice.

Please advise as soon as possible if this is not the case.

It is our goal to get this incorporated into the design to the extent that an addendum can be avoided.

Thanks, Bill

From: Overturf, Bill H.
Sent: Friday, March 26, 2010 3:51 PM
To: 'Amanda Norris'
Cc: Braadbaart, Marijn; 'Shelley Simon'; Duda, Steve W.; Partney, Nik L.
Subject: Ross & Baruzzini Responses to Energy Grant Conference Call

Amanda, in response to the action items for R&B after our conference call on Wednesday afternoon, we offer the following for consideration:

Replace Existing Boiler and Relocate New Third Floor Boiler to First Floor

The new Third Floor heating water boiler is a high efficiency condensing style boiler. The existing boiler on the First Floor is a standard efficiency non-condensing type boiler. The question was asked what the cost would be to replace the existing boiler with a new 1,000 MBH high efficiency condensing type boiler that is similar to what is already being provided for the Third Floor. We have estimated that cost at \$45,000 to include incidentals associated with the installation. There would be design fees associated with the design work to address the replacement of the existing boiler to include piping and pumping modifications, controls and flue work. The additional design costs would be \$4,200. To add this to the current design project would require five working days to accomplish and it could be either added to the current project before it is released for bid should the County be willing to push the release date back or it could be added by addendum.

Related to this topic, the question was also asked if the design for the new Third Floor boiler could be changed to move the boiler to the First Floor. The additional design costs to change the documents to include additional piping and pumping modifications, additional flue and combustion air work, and controls modifications would be \$3,800. It is assumed that the piece of equipment that is located immediately adjacent to the existing boiler can be relocated by the County. (It is thought that this piece of equipment is something that is stored in the room and can be relocated elsewhere.) It is anticipated that this relocation of the new boiler would not add construction cost as much of these costs are already included in our estimate. The impact on the design schedule is that an additional four working days would be required to make the changes to the documents.

Note that it is assumed that the new boilers can have their combustion air flues discharge into the mechanical equipment courtyard on the east side of the building. We do not see a problem with that as long as the County understands that there will be some "fog" that is discharged into that area that will rise up along the east side of the building a short distance before being absorbed into the atmosphere. The existing flue that serves the boiler in the First Floor mechanical room now is not the right type for a condensing boiler and is also not large enough. It would be very costly and disruptive to open up the shaft that the flue is located in and remove and replace the flue.

Utilize High Efficiency Furnaces at Johnston Paint in Lieu of Air Handling Unit

We do not recommend changing the HVAC system design for the Johnston Paint Building to utilize individual high-efficiency furnaces. The reasons are as follows:

1. In reviewing the current HVAC zoning (meaning which spaces get thermostats and what those thermostats control), I believe the County will be very unsatisfied if the current level of zoning is not maintained. I would encourage the County to review the latest drawings paying close attention to the location and number of thermostats. There are seven zones presently provided. Two furnaces would mean two zones. Given how much of the interior of this building is sectioned into separate offices, conference room, etc. coupled with multiple exterior exposures I believe that you will have a variety of comfort complaints with the two furnace scenario.
2. I understand the County's desire to minimize energy costs as we share that desire. While two high efficiency furnaces suggests better energy efficiency when using the term "high efficiency", consider the following:
 - The furnace fans are less energy efficient than the air handling fan due to the style of fan used.
 - The motor efficiency of the smaller fractional type motor found in a furnace is less than the air handling unit motor.
 - The amount of fan energy turndown that is available with a high-efficiency type furnace fan is substantially less than the air handling system that uses variable air volume as a primary energy savings feature.
 - The air handling system as designed includes an outside air economizer feature to utilize outside air for free cooling when outside air temperature conditions allow. This is not possible with residential furnace equipment. Therefore, the furnace system would require the operation of the condensing units during cool seasonal weather when outside air is otherwise suitable for use as a cooling medium.
 - The efficiency of the condensing units for the as-designed air handling system is greater than the smaller residential type condensing units associated with a furnace type system.

3. The ability to introduce Code required outside air is much more effectively accomplished with the as-designed air handling system as opposed to separate smaller residential furnaces.

4. From a first cost perspective, with multiple furnaces, each furnace/condensing unit system requires its own controls, separate power connections, maintenance, etc. consolidating your mechanical system into one commercial grade configuration as opposed to multiple residential style systems is less costly on a first cost basis.

Based on the above information, we do not recommend further pursuit of the residential furnace concept. While this building (Johnston Paint) is not big in size, it is still a commercial type building which requires a system for that application which delivers comfort for all of its occupants while still providing the best system from a maintenance perspective, energy perspective and first cost perspective.

Other items that were brought up in the discussion that I can respond to after doing a bit of confirmation/investigation:

Use of High-Efficiency Motors:

I have confirmed that the spec requires NEMA MG-1 "Premium Efficiency" motors. This is higher than "high-efficiency" and represents current state-of-the-art without being ridiculous.

Use of T-8 Lamps:

I have confirmed that we are using T-8 lamps.

Use of High Efficiency Condensing Units/Split Systems:

I have confirmed that we will specify that the condensing units associated with the split system air conditioning that is part of this project will be required to be in compliance with ASHRAE Standard 189.1. This represents the highest efficiency that can be achieved for commercial products for this application.

I hope the above information is helpful. Please advise as soon as possible if the changes to the boiler system approach are accepted by the Owner and how that is to be addressed relative to the design schedule.

Thanks, Bill

William H. Overturf, III, P.E. LEED AP
Senior Vice President

Ross & Baruzzini

6 South Old Orchard
St. Louis, MO 63119
T: 314.918.8383
C: 314.378.6080
www.rossbar.com

RESTRICTED - PROPRIETARY INFORMATION

The information contained in this electronic message or attachment(s) may contain confidential and/or proprietary information and is intended only for the person or entity to which it is addressed. If the recipient of this electronic message and/or attachment(s) is not the intended recipient the recipient is hereby notified that any dissemination, distribution or copying of this electronic message and/or attachment(s) is prohibited. If you have received this electronic message and/or attachment(s) in error, please notify the sender by replying to this message and delete the electronic message and/or attachments.

4/20/2010

FY 2010
 Budget Amendments/Revisions
 Administration Building Construction (4010)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	1/20/2010	4010	71211 71212	Gov (Admin) Bldg Construction Gov (Admin) Bldg Construction	A/E Fees A/E Reimbursables	8,375 500		Increase SimonOswald contract for extension of stair to 3rd floor	
2	3/8/2010	4010	71211 71212	Gov't Center/Johnson Bldg Crst Gov't Center/Johnson Bldg Crst	A/E Fees A/E Reimbursable	157,718 10,265		roll remaining unspent 2009 budget to 2010	
3	3/9/2010	4010	71211 71212	Gov't Center/Johnson Bldg Crst Gov't Center/Johnson Bldg Crst	A/E Fees A/E Reimbursables	37,000 3,000		increase for Furniture Design & Documentation SOA/inside the Lines	
4	4/16/2010	4010	71211	Gov't Center/Johnson Bldg Crst	A/E Fees	8,000		cover additional engineering related to GC boilers. May be partially reimbursed by energy grant, grant revenues will be identified later.	

225 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

4th

day of May

20 10

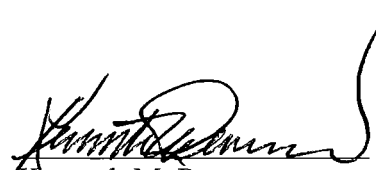
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Consultant Services with Simon Oswald Architecture for the Boone County Government Center. The terms of this contract are stipulated in the attached agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 4th day of May, 2010.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 4 day of May, 2010, 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 herein.

Consultant Name: Simon Oswald Architecture

Project/Work Description: Boone County Government Center – Additional Engineering Services from Ross & Baruzzini

Proposal Description: See attached proposal contained in email from Shelley Simon dated April 6, 2010.

Modifications to Proposal: Fees and expenses shall not exceed \$8,000.00 without prior written approval of the 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 be 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, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services 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 or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

SIMON OSWALD ARCHITECTURE

By Shelley Simon

Title ARCHITECT / PRINCIPAL

Dated: 4/12/10

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 05/04/2010

APPROVED AS TO FORM:

[Signature] County Counselor

ATTEST:

[Signature] Wendy S. Noreen County Clerk

PROJECT BUDGET OVERSIGHT:

[Signature] 4-16-10 Accountant - Treasurer's Office

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 appropriations sufficient to pay the costs arising from this contract.

[Signature] Auditor

5/4/2010 Date

4010-71211

CJ Dykhous - FW: Ross & Baruzzini Responses to Energy Grant Conference Call

From: "Shelley Simon"
To: "Ken Pearson", "CJ Dykhous"
Date: 4/6/2010 1:29 PM
Subject: FW: Ross & Baruzzini Responses to Energy Grant Conference Call
CC: "Amanda Norris", "Overturf, Bill H."

Ken --

Is the email from Bill Overturf sufficient for them to begin the work we discussed last week in our conference call?

Shelley Simon AIA NCARB, LEED AP
Architect / Principal

soa

Architecture Interior Design Planning Sustainability

 Please consider the environment before printing this email.

From: Overturf, Bill H. [mailto:boverturf@rossbar.com]
Sent: Tuesday, April 06, 2010 11:40 AM
To: Shelley Simon
Cc: Amanda Norris
Subject: FW: Ross & Baruzzini Responses to Energy Grant Conference Call

Ladies,

We are going to move forward today on the additional work related to the boilers, per our discussion/teleconference last Friday. I think I understood that nothing more was required from me in terms of a proposal letter and that the e-mail communication below would suffice.

Please advise as soon as possible if this is not the case.

It is our goal to get this incorporated into the design to the extent that an addendum can be avoided.

Thanks, Bill

From: Overturf, Bill H.
Sent: Friday, March 26, 2010 3:51 PM
To: 'Amanda Norris'
Cc: Braadbaart, Marijn; 'Shelley Simon'; Duda, Steve W.; Partney, Nikl L.
Subject: Ross & Baruzzini Responses to Energy Grant Conference Call

Amanda, in response to the action items for R&B after our conference call on Wednesday afternoon, we offer the following for consideration:

file://C:\Documents and Settings\administrator\Local Settings\Temp\XPGrpWise\4BBDB9... 4/8/2010

Replace Existing Boiler and Relocate New Third Floor Boiler to First Floor

The new Third Floor heating water boiler is a high efficiency condensing style boiler. The existing boiler on the First Floor is a standard efficiency non-condensing type boiler. The question was asked what the cost would be to replace the existing boiler with a new 1,000 MBH high efficiency condensing type boiler that is similar to what is already being provided for the Third Floor. We have estimated that cost at \$45,000 to include incidentals associated with the installation. There would be design fees associated with the design work to address the replacement of the existing boiler to include piping and pumping modifications, controls and flue work. The additional design costs would be \$4,200. To add this to the current design project would require five working days to accomplish and it could be either added to the current project before it is released for bid should the County be willing to push the release date back or it could be added by addendum.

Related to this topic, the question was also asked if the design for the new Third Floor boiler could be changed to move the boiler to the First Floor. The additional design costs to change the documents to include additional piping and pumping modifications, additional flue and combustion air work, and controls modifications would be \$3,800. It is assumed that the piece of equipment that is located immediately adjacent to the existing boiler can be relocated by the County. (It is thought that this piece of equipment is something that is stored in the room and can be relocated elsewhere.) It is anticipated that this relocation of the new boiler would not add construction cost as much of these costs are already included in our estimate. The impact on the design schedule is that an additional four working days would be required to make the changes to the documents.

Note that it is assumed that the new boilers can have their combustion air flues discharge into the mechanical equipment courtyard on the east side of the building. We do not see a problem with that as long as the County understands that there will be some "fog" that is discharged into that area that will rise up along the east side of the building a short distance before being absorbed into the atmosphere. The existing flue that serves the boiler in the First Floor mechanical room now is not the right type for a condensing boiler and is also not large enough. It would be very costly and disruptive to open up the shaft that the flue is located in and remove and replace the flue.

Utilize High Efficiency Furnaces at Johnston Paint in Lieu of Air Handling Unit

We do not recommend changing the HVAC system design for the Johnston Paint Building to utilize individual high-efficiency furnaces. The reasons are as follows:

1. In reviewing the current HVAC zoning (meaning which spaces get thermostats and what those thermostats control), I believe the County will be very unsatisfied if the current level of zoning is not maintained. I would encourage the County to review the latest drawings paying close attention to the location and number of thermostats. There are seven zones presently provided. Two furnaces would mean two zones. Given how much of the interior of this building is sectioned into separate offices, conference room, etc. coupled with multiple exterior exposures I believe that you will have a variety of comfort complaints with the two furnace scenario.
2. I understand the County's desire to minimize energy costs as we share that desire. While two high efficiency furnaces suggests better energy efficiency when using the term "high efficiency", consider the following:
 - The furnace fans are less energy efficient than the air handling fan due to the style of fan used.
 - The motor efficiency of the smaller fractional type motor found in a furnace is less than the air handling unit motor.
 - The amount of fan energy turndown that is available with a high-efficiency type furnace fan is substantially less than the air handling system that uses variable air volume as a primary energy savings feature.
 - The air handling system as designed includes an outside air economizer feature to utilize outside air for free cooling when outside air temperature conditions allow. This is not possible with residential furnace equipment. Therefore, the furnace system would require the operation of the condensing units during cool seasonal weather when outside air is otherwise suitable for use as a cooling medium.
 - The efficiency of the condensing units for the as-designed air handling system is greater than the smaller residential type condensing units associated with a furnace type system.

3. The ability to introduce Code required outside air is much more effectively accomplished with the as-designed air handling system as opposed to separate smaller residential furnaces.

4. From a first cost perspective, with multiple furnaces, each furnace/condensing unit system requires its own controls, separate power connections, maintenance, etc. consolidating your mechanical system into one commercial grade configuration as opposed to multiple residential style systems is less costly on a first cost basis.

Based on the above information, we do not recommend further pursuit of the residential furnace concept. While this building (Johnston Paint) is not big in size, it is still a commercial type building which requires a system for that application which delivers comfort for all of its occupants while still providing the best system from a maintenance perspective, energy perspective and first cost perspective.

Other items that were brought up in the discussion that I can respond to after doing a bit of confirmation/investigation:

Use of High-Efficiency Motors:

I have confirmed that the spec requires NEMA MG-1 "Premium Efficiency" motors. This is higher than "high-efficiency" and represents current state-of-the-art without being ridiculous.

Use of T-8 Lamps:

I have confirmed that we are using T-8 lamps.

Use of High Efficiency Condensing Units/Split Systems:

I have confirmed that we will specify that the condensing units associated with the split system air conditioning that is part of this project will be required to be in compliance with ASHRAE Standard 189.1. This represents the highest efficiency that can be achieved for commercial products for this application.

I hope the above information is helpful. Please advise as soon as possible if the changes to the boiler system approach are accepted by the Owner and how that is to be addressed relative to the design schedule.

Thanks, Bill

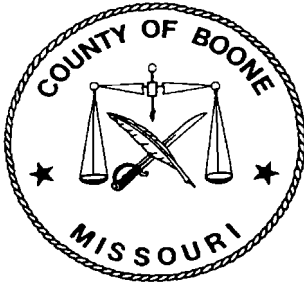
William H. Overturf, III, P.E. LEED AP
Senior Vice President

Ross & Baruzzini

6 South Old Orchard
St. Louis, MO 63119
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CHARLES J. DYKHOUSE
BOONE COUNTY COUNSELOR
601 E. WALNUT, SUITE 207
COLUMBIA, MISSOURI 65201
TELEPHONE (573) 886-4414
FAX (573) 886-4413

CONTRACT ROUTING REQUEST

From: C.J. Dykhous, Boone County Counselor

PLEASE ROUTE IN THE ORDER LISTED BELOW:

(KEEP THIS FORM WITH THE DOCUMENTS BEING ROUTED.)

<u>CONTRACT(S)</u>	<u>DATE</u>	<u>COMMENTS</u>
1) CJ Dykhous, County Counselor to Lisa Roland, Treasurer's Office	<u>4/14/10</u>	_____
2) Treasurer's Office to Auditor's Office	<u>4/16/10</u>	_____
3) Auditor to Kristina Johnson, Deputy County Clerk for placement on County Commission Agenda	<u>4/20/10</u>	<i>I will certify Contract after Budget Amendment is approved.</i> _____

Deputy County Clerk requested to distribute documents as follows:

Originals to:

- a) One original to be retained by Kristina Johnson, Deputy County Clerk
- b) One original to Lisa Roland, Treasurer's Office
- c) One original to Simon Oswald Architecture,
700 Cherry Street, Columbia, MO 65201

Copies to:

- 1) Ken Pearson, Presiding Commissioner
- 2) C.J. Dykhous, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 10

County of Boone

} ea.

In the County Commission of said county, on the

4th

day of May

20 10

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 the budget for the County's property insurance:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2102	71004	Fairground Maintenance	Property Insurance		942.00

Done this 4th day of May, 2010.

ATTEST:

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

Kenneth M. Pearson
 Kenneth M. Pearson
 Presiding Commissioner

Absent
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

4/5/10
EFFECTIVE DATE

FOR AUDITORS USE

Department	Account	Department Name	Account Name	(Use whole \$ amounts)	
				Decrease	Increase
2 1 2 0	7 1 0 0 4	Fairground Maintenan	Property Insurance		942

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): **increase budget for addition of the Sapp building to the county's property insurance**
total annual combined property insurance is \$10063.89

id

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:

Agente

[Signature]

Auditor's Office
[Signature]

PRESIDING COMMISSIONER

Absent us

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.

From: Nikki Martin
To: Caryn Ginter
Date: 4/5/2010 11:49 AM
Subject: Re: Endorsement at Fairgrounds

The amount of the invoice is \$942. Please let me know how you would like for me to proceed with this.
Thanks,
Nikki

>>> Caryn Ginter 4/5/2010 11:13 AM >>>

Nikki,
You are correct that it should be paid from the Fairgrounds Fund (212), the account would be 2120 - 71004. However, there isn't sufficient budget to pay the invoice so a budget revision or amendment will need to be prepared and processed. This fund is also very short on overall available cash.

Kristen is the budget analyst for this department so I am copying her as well as June, as she is the most familiar with this funds cash situation, on this e-mail. Please let us know what the amount of the invoice is and we will work with you to get the invoice paid.

Thanks,
Caryn

>>> Nikki Martin 4/5/2010 10:14 AM >>>

Caryn,
I have an invoice to pay for adding the Sapp building at the fairgrounds to the county's property insurance. I know there is a fairgrounds maintenance fund so I am not sure what fund to pay this out of. Should I just pay it from 1191 71004?
Thanks,
Nikki

Year	<u>2010</u>	Original Appropriation	<u>8,600.00</u>
Dept	<u>2120 FAIRGROUND MAINTENANCE FUND</u>	Revisions	<u>522.00</u>
Acct	<u>71004 PROPERTY INSURANCE</u>	Original + Revisions	<u>9,122.00</u>
Fund	<u>212 FAIRGROUND MAINTENANCE FUND</u>	Expenditures	<u>9,121.89</u>
		Encumbrances	
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>9,121.89</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>.11</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>.11</u>

Transaction Code	Effective Date	Description	Orig	Document	Process Date	Amount
22	1/01/2010	***** ORIGINAL BUDGET *****	2010	1342		8,600.00-
40	2/24/2010	ALLOCATE PROP INS TO FAIRGRND	A 2010	231		9,121.89
24	3/29/2010	INCR BDGT FOR PROPERTY INSURNC	2010	30		522.00-

Bottom

F2=Key Scr F3=Exit F6=Period Breakdowns F7=Transactions F8=View Document

Fairground Maintenance Fund (212)

last updated 4/14/10

Status of Fund Resources and Solvency:

	<u>2010</u>
Cash Balance of Fund, 04/14/2010	\$ 11,438.89
Check from Convention Bureau to be deposited	49,416.00
Additional Property Insurance to be paid	(942.00)
Less Budgeted Items Yet to be Paid:	
Open Balance on PO 2009-127 Prost	(10,750.00)
Open Balance on PO 2010-94 AFLES	(8,800.00)
Open Balance on PO 2010-93 Smarr Garage Door	(2,305.00)
Open Balance on PO 2010-92 Prost Builders	(1,565.07)
Less Other Items Budgeted but not yet encumbered or paid:	
Lights, outlets	(7,200.00)
Exhaust fans & louvers	(9,000.00)
PVC Wall panels	(3,275.00)
Pedestrian door concrete pads	(1,500.00)
6 loads of sand	(1,200.00)
additional construction supplies	<u>(2,176.39)</u>
Expected Remaining Cash at 12/31/10	<u>\$ 12,141.43</u>

Fund Statement - Fairground Maintenance Fund 212 (Nonmajor)

	2008 Actual	2009 Budget	2009 Projected	2010 Budget
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	57,000	19,005	19,005	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	9,261	-	1,147	-
Hospital Lease	-	-	-	-
Other	11,598	16,220	18,219	49,916
Total Revenues	<u>77,859</u>	<u>35,225</u>	<u>38,371</u>	<u>49,916</u>
EXPENDITURES:				
Personal Services	-	-	-	-
Materials & Supplies	599	-	182	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	151,995	8,697	8,697	10,064
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	57,000	19,005	19,005	-
Fixed Asset Additions	1,500	254,941	256,700	40,000
Total Expenditures	<u>211,094</u>	<u>282,643</u>	<u>284,584</u>	<u>50,064</u>
REVENUES OVER (UNDER) EXPENDITURES	(133,235)	(247,418)	(246,213)	(148)
OTHER FINANCING SOURCES (USES):				
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)	(133,235)	(247,418)	(246,213)	(148)
FUND BALANCE (GAAP), beginning of year	395,754	262,519	262,519	16,306
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
FUND BALANCE (GAAP), end of year	<u>\$ 262,519</u>	<u>\$ 15,101</u>	<u>\$ 16,306</u>	<u>\$ 16,158</u>
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	-	-	-
Designated:				
Capital Project and Other	-	-	-	-
Total Fund Balance Reserves and Designations, end of year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCE, end of year	<u>262,519</u>	<u>15,101</u>	<u>16,306</u>	<u>16,158</u>
FUND BALANCE RESERVES/DESIGNATIONS, end of year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	<u><u>\$ 262,519</u></u>	<u><u>\$ 15,101</u></u>	<u><u>\$ 16,306</u></u>	<u><u>\$ 16,158</u></u>

4/14/2010

FY 2010
Budget Amendments/Revisions
Fairground Maintenance Fund (2120)

<u>Index #</u>	<u>Date Recd</u>	<u>Dept</u>	<u>Account</u>	<u>Dept Name</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	2/3/2010	2120	91200	Fairgrounds Maintenance	Building & Improvements	40,000		reimbursement grant expenditures for equestrian arena repairs	
2	3/2/2010	2120	71004	Fairground Maintenance	Property Insurance	522		cover property insurance allocation	
3	4/5/2010	2120	71004	Fairground Maintenance	Property Insurance	942		increase budget for addition of the Sapp building to the county's property insurance	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

4th

day of May

20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement between Boone County, Missouri and the Laborer's Local Union to extend the MOU through June 1, 2010. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 4th day of May, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

**FIFTH AGREEMENT FOR EXTENSION OF MOU
TO ALLOW TIME FOR NEGOTIATION**

THIS AGREEMENT dated the 4 day of May, 2010, is made and entered into by and between Boone County, Missouri, a first class non-charter county, by and through its County Commission, herein "County," and the Laborer's Local Union 773, herein "Union."

WITNESSETH:

WHEREAS, the Union has provided timely, written notice to the County of its desire to change or revise the MOU currently in place between County and Union; and

WHEREAS, by the terms of the MOU, negotiations were to commence no later than the first day of October, 2009; and

WHEREAS, by the terms of the MOU, the current MOU will expire on December 31, 2009; and

WHEREAS, due to the pressures of time, other business of both parties and a change in the legal effect of the MOU in Missouri since the last negotiation, there has not been sufficient time for both parties to formulate positions and begin negotiations; and

WHEREAS, the parties have mutually agreed that it would be in both parties' interest to extend the existing MOU's termination date to allow for sufficient time to engage in good-faith negotiations; and

WHEREAS, the parties have previously agreed to extensions through May 1, 2010; and

WHEREAS, both parties believe additional time is necessary for good-faith negotiations;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The parties agree that the existing MOU between the parties shall be extended to June 1, 2010.
2. The parties will make a good-faith effort to engage in negotiations regarding the amendment or revision of the MOU between the parties from and after the date of this Agreement and before the extension deadline of June 1, 2010.
3. The signatories to this agreement, by signing this agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date(s) indicated below.

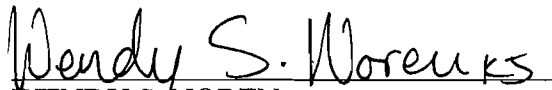
BOONE COUNTY, MISSOURI
By and through its County Commission



KENNETH M. PEARSON
Presiding Commissioner

DATED: 5-4-2010

ATTEST:



WENDY S. NOREN
County Clerk

LABORER'S LOCAL UNION 773

BY: Rex Tiggart

Printed Name: REX TIGGART

Title: FIELD REPRESENTATIVE

DATED: 4-30-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 4th day of May 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the reappointment of Stuart S. Scroggs to the Building Code and Commission effective 5/4/2010 and expiring on 4/30/2012.

Done this 4th day of May, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

RECEIVED 100 9 2010

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

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

effective: 5/4/2010
expires: 4/30/2012

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Building Code Commission Term: _____

Current Township: City of Columbia Date: April 7, 2010

Name: Stuart S. Scroggs

Home Address: 1008 Maplewood Dr. Town Columbia Zip Code: 65203

Business Address: 1008 Maplewood Dr. Town Columbia Zip Code: 65203

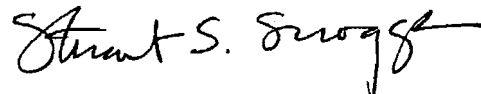
Home Phone: 573-443-0792 Work Phone: 573-442-5600
Fax: 573-442-5611 E-mail: sss@scroggsarchitecture.com

Qualifications: Registered Architect with 35 Years Experience, Member - Missouri Board for Architects, Professional Engineers, Professional Land Surveyors & Landscape Architects (Registration Board for State of MO) 1998-2003, NCARB Member since 1980.

Past Community Service: Columbia Metro Rotary Club Past President, Cosmopolitan International Club Member, City of Columbia Cultural Affairs Standing Committee on Public Art, City of Columbia City Hall Expansion Plaza/Streetscape Selection Committee, City of Columbia Board of Adjustment, Chamber of Commerce (Transportation Committee), Columbia Art League Board Member, Boone County Building Codes Commission Member

References: Bruce Harris (Callaway Bank), Todd Culley (Boone Co. Elec. Co-Op),

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

229 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

4th

day of May

20 10

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 Michael Staloch to the Mental Health Board of Trustees effective 5/4/2010 and expiring on 1/31/2012.

Done this 4th day of May, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

RECEIVED APR 05 2010

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



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

effective: 5/14/2010
expires: 1/31/2012
interim - consumer

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Mental Health Board of Trustees Term: 4/2/2010

Current Township: Columbia Today's Date: 4/2/2010

Name: Michael Staloch

Home Address: 2506 Lenox Place Zip Code: 65203

Business Address: State Farm Ins 4700 Providence Rd Zip Code: 65217

Home Phone: 573-446-3881 Work Phone: 573-499-2032
Fax: _____ E-mail: MDogma77@gmail.com

Qualifications: Former board member of several groups including Rainbow House,
Womens Shelter, etc. Current board member Redi, Executive Board
Chamber of Commerce

Past Community Service: See above

References: Ken Pearson, Karen Miller, Don Laird

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