

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 204

In the County Commission of said county, on the 10th day of April 2014

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

Now on this day the County Commission of the County of Boone does hereby approve the attached grant application with the Missouri Juvenile Justice Association for the Disproportionate Minority Contact Diversion Strategies Grant.

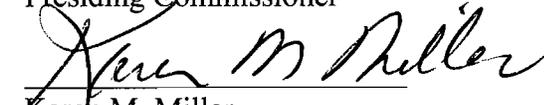
Done this 10<sup>th</sup> day of April, 2014.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

Absent

Janet M. Thompson  
District II Commissioner



# Missouri Juvenile Justice Association

DISPROPORTIONATE MINORITY CONTACT *DIVERSION STRATEGIES*

CONTRACTUAL FUNDING APPLICATION

SEND TO: SETH@MJJA.ORG

## APPLICANT INFORMATION

Circuit/County : 13th Circuit - Boone County

Agency : Family Court Services - Juvenile Division

Person  
Submitting

Proposal: Alison Houston

Email Address: alison.houston@courts.mo.gov

Date: 04/04/2014

## INSTRUCTIONS/REQUIREMENTS

Please provide a brief description of the following:

1. **Statement of the Problem.** (*Over Representation of Youth of Color, Where and Why?*)
2. **Goal/Objective.** (*What do you plan to do about the current problem?*)
3. **Strategy/Program.** (*How will you achieve your goals and objectives?*)
4. **Program Evaluation.** (*How will you assess your programs accomplishments?*)
5. **Cost/Budget Justification.** (*Cost and short budget summary of expenses and income.*)

## STATEMENT OF THE PROBLEM

### Description:

According to a report completed by Office of State Courts Administrator on Disproportionate Minority Contact, dated August, 2013, African-American youth are over-represented in the Juvenile Justice System. In Boone County Missouri African-Americans are almost six times more likely to be referred to the Juvenile Justice System. Caucasian youth make up seventy-five percent of the youth ages 10-16 years old in Boone County, but 448 youth or 49% of youth referred to the Juvenile Justice System are Caucasian. 435 youth or 48% of youth referred to the Juvenile Justice System were African-American when 16% of youth 10-16 years old in Boone County are African-American. Data also shows that the most common area of over-representation is in the area of a referral being made to the Court.

The Thirteenth Judicial Circuit Court is working with the Columbia Public Schools, area school districts, and the Columbia Police Department on ways to reduce Disproportionate Minority Contact.

## GOALS/OBJECTIVES

### Description of Goals/Objectives:

The Columbia Public Schools and the Thirteenth Judicial Circuit Court are partnering to develop a Teen Court in two middle schools in the Columbia Public Schools to effectively divert youth from being referred to the Juvenile Justice System. The goal is to implement the program for the 2014-2015 academic year.

### Expected Outcomes:

The Teen Court Program envisions the deterrence of negative youth behavior by redirecting our youth to behave in a positive manner and therefore becoming an asset to our community. The expected outcome will be to reduce youth from being referred to the Juvenile Justice System while still providing an appropriate response to the youth's behaviors.

## STRATEGY/PROGRAM

### Description of Strategy/Program:

Teen Court will be ran through a Peer Ambassadors class at West Middle School and Lange Middle School. Students that are deemed eligible for Teen Court will be offered the opportunity to proceed in Teen Court. The youth will have to voluntarily agree to proceed with Teen Court and admit to the offense that is being brought against them. If the youth elects to proceed with Teen Court they will obtain certain benefits, and waive certain rights.

The youth will appear in front of a panel of peers from the Peer Ambassadors class. The panel will ask the youth questions in regards to their offense and will assign them consequences for the offense. If the youth successfully completes their Teen Court obligations they will be considered to have successfully completed Teen Court and will not be referred to the Juvenile Justice System for their offense if the offense would have originally been referred to the Juvenile Justice System.

Will it specifically address DMC:

Partial

Mostly

Entirely

## PROGRAM EVALUATION

### Description:

The program will be evaluated annually. The program will be evaluated through a survey the participants of Teen Court and their parents complete. The first year of the program we will evaluate how many youth were referred to Teen Court and how many successfully completed the program. The second year and years following we will evaluate if the youth successfully completed the Teen Court program and therefore we not referred to the Juvenile Justice System as well as if the number of youth referred to Teen Court also decreases after the first year of the program.

Evaluation Period:

Bi-Monthly

Quarterly

Bi-Annually

Annually

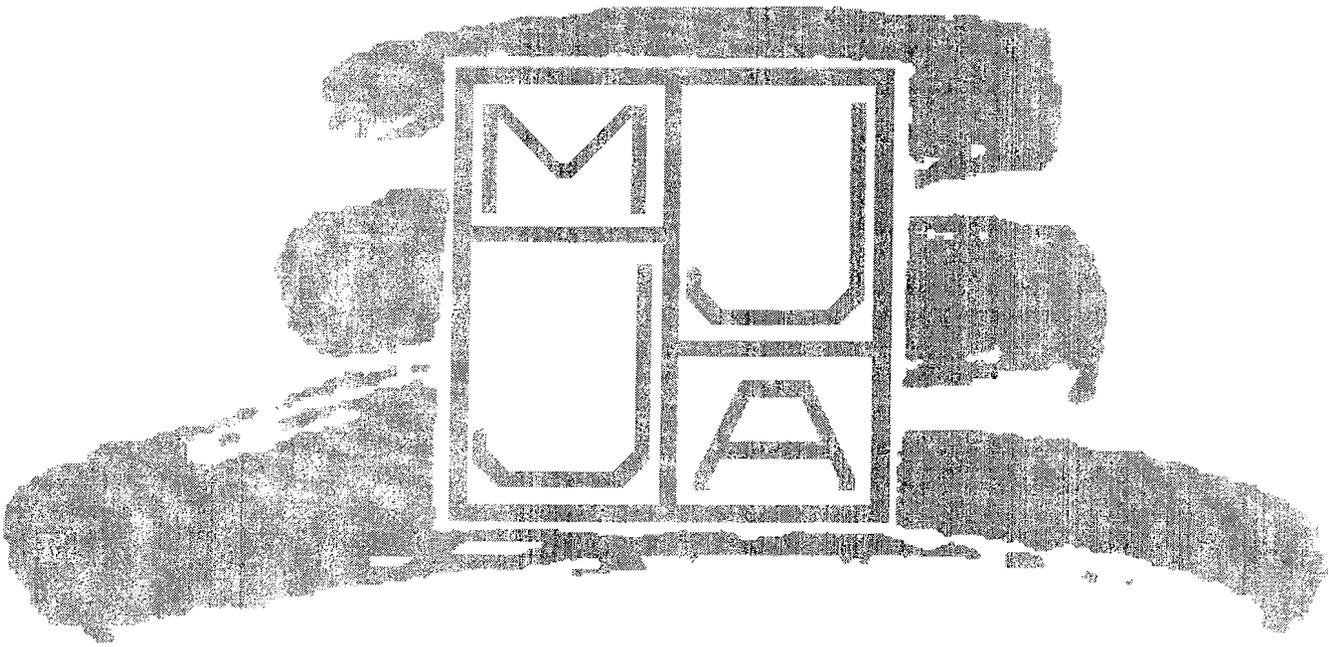
## BUDGET JUSTIFICATION/AMOUNT APPLYING FOR

### Description of Budget Justification:

The Teen Court will be ran through a curriculum in a Peer Ambassadors class. The awarded funds would be used to purchase the curriculum for two classes of thirty students and for the students of the Peer Ambassadors classes to participate in a field trip to Hardin Middle School in St. Charles, Missouri, to observe the Teen Court they operate in their school. The Boone County Juvenile Office will work with the Columbia Public Schools to reimburse the school district for the cost related through the Peer Ambassadors class.

**Amount Requested:** \$1540.60

**Detailed Description of How Funds Will Be Spent:** Please refer to attached document



The Missouri Juvenile Justice Association (MJA) is a statewide, not for profit 501 (c) (3) organization whose mission is dedicated to promoting justice for children, youth and families within Missouri. Funds are made available for this project through the Missouri Department of Public Safety and the Missouri Juvenile Justice Advisory Group from funding provided by the U.S Department of Justice, Office of Juvenile Justice and Delinquency Prevention.

**Estimated Costs for Peer Ambassadors Classes\***  
**Columbia Public Schools' Teen Court class implementation**

Textbook 1	Textbook 2	Supplemental Student Materials	Number of Students in the Class	Misc. (includes Guest Speakers, observation field trip to Hardin M.S. in St. Charles, MO	TOTALS
<p><i>“What Do You Stand For? For Teens: A Guide to Building Character”</i> by Barbara Lewis</p> <p>\$15.82 – Teacher copy (one)</p>	<p><i>“The 7 Habits of Highly Effective Teens: the Ultimate Teenage Success Guide,”</i> by Sean Covey</p> <p>\$9.03 – Teacher Copy (one)</p> <p>\$9.03 – Student copy (thirty)</p>	<p><i>“What Do You Stand For?: Stories About Principles That Matter”</i> by Jim Lichtman - \$26.96 – student copy</p> <p><i>“What Do You Stand For?” Character Building Card Game”</i> by Barbara Lewis – \$12.59 (one set)</p> <p><i>“The 7 Habits of Highly Effective Teens Personal Workbook”</i> by Sean Covey - \$11.51 – student copy</p> <p>Notebook paper - \$30.00</p> <p>Pencils - \$30.00</p>	<p>30 students – Lange M.S.</p> <p>30 students – West M.S.</p>	<p>Field Trip to Hardin -2 buses @\$300.00 = \$600.00</p> <p>Substitute teachers (2) @100.00 = \$200.00</p>	<p>\$ 15.82</p> <p>9.03</p> <p>270.90</p> <p>(9.03*30)</p> <p>26.96</p> <p>12.59</p> <p>345.30</p> <p>(11.51*30)</p> <p>60.00</p> <p>600.00</p> <p>200.00</p> <hr/> <p><b>\$1540.60</b></p>

\*Estimate based on 2 pilot schools

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 10th day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Consultant Services Agreement with PWA Architects, Inc. for survey and engineering services for the 911/Joint Communications project.

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Consultant Services Agreement.

Done this 10<sup>th</sup> day of April, 2014.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Absent  
Janet M. Thompson  
District II Commissioner

160-2014

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 10<sup>th</sup> day of April, 2014, 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: PWA Architects, Inc.

Project/Work Description: Topographic survey, site civil engineering, and geotechnical engineering services for 911/Joint Communications Facility project.

Proposal Description: PWA Architects, Inc., in coordination with ADG, will provide the services directly and through its subcontractor, Allstate Consultants, LLC, as outlined in the proposal dated March 18, 2014, and signed by Erik Miller.

Modifications to Proposal: Fees and expenses shall not exceed \$73,150.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management 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.

PWA ARCHITECTS, INC.  
By [Signature]  
Title VICE PRESIDENT  
Dated: 3/31/14

BOONE COUNTY, MISSOURI  
By [Signature]  
Presiding Commissioner  
Dated: 4-10-14

APPROVED AS TO FORM:  
[Signature]  
County Attorney

ATTEST:  
[Signature]  
County Clerk

Certification:  
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriations sufficient to pay the costs arising from this contract.  
Appropriations Pending  
[Signature] 4/3/14  
Auditor Date

rchitects, Inc.

March 18, 2014

Mr. CJ Dykhouse  
County Counselor  
Boone County, Missouri  
801 E. Walnut, Ste. 211  
Columbia, Missouri 65201  
573-886-4414

Re: Civil Engineering Services Proposal  
Boone County 911/Joint Communications Facility

Dear CJ:

Thank you for the opportunity to submit this proposal for Engineering Services for the Boone County 911/Joint Communications Facility. As you requested, PWA is happy to facilitate and contract the work for the Civil Engineering portion of this important project. The scope of work and details of services are listed in the attached proposals from Allstate Consultants who we will subcontract to for the following services:

1. Topographic Survey for the site.
2. Site Civil Engineering Design Services including all design, construction documents and construction administration required for the Civil Design.
3. Geotechnical Engineering Services for the building site.

This information will be coordinated with Architects Design Group (ADG) the Lead Architect for the project by PWA Architects into the design efforts and final bidding documents required for the project.

If you have any questions, please call.

Sincerely,  
PECKHAM & WRIGHT ARCHITECTS, INC.



Erik Miller, AIA, CDT  
Principal

EM:em  
Enclosure

**Fee Proposal**

For the above scope of work, the services listed above for the detail of services listed above can be performed for a stipulated sum fee as listed below:

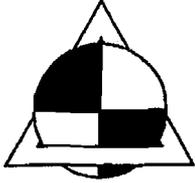
<b>Topographic Survey:</b>	<b><u>\$ 4,500.00</u></b>
<b>Site Civil Engineering:</b>	<b><u>\$ 53,000.00</u></b>
<b>Geotechnical Engineering:</b>	<b><u>\$ 9,000.00</u></b>
<b><u>Architectural and Administrative Coordination:</u></b>	<b><u>\$ 6,650.00</u></b>

**Total Professional Services:** **\$ 73,150.00**

Work above and beyond the scope of services and Owner Initiated Changes following phase approvals will be billed at the hourly rates plus expenses as shown below and as included in the attached proposals from Allstate Consultants.

PWArchitects, Inc.

PRINCIPAL	\$168.00
PROJECT MANAGER	\$128.00
ARCHITECT IV	\$118.00
ARCHITECT III	\$103.00
ARCHITECT II	\$88.00
ARCHITECT I	\$78.00
TECHNICIAN	\$73.00
SR. ADMINISTRATIVE	\$68.00
ADMINISTRATIVE	\$53.00



# ALLSTATE CONSULTANTS

ENGINEERING • PLANNING • SURVEYING • GEOTECHNICAL • INVESTIGATIVE

March 12, 2014

Mr. Erik Miller AIA, CDT  
Principal  
PWArchitects, Inc.  
15 South Tenth Street  
Columbia, Missouri 65201

Re: Topographic Survey for the Boone County 911/EOC Facility

Mr. Miller,

This proposal is for topographic surveying services for the proposed Boone County 911/EOC Facility. The attached Parcel Map shows the limits (heavy black line) of the proposed topographic survey. The following scope of work can be executed for a fixed fee of \$4500.

- Topographic Survey with 2' interval contours for the area outlined in black on the attached display (approximately 20 acres)
- Work with Missouri One Call to locate utilities within the survey area and document on the Topographic Survey Drawing.
- Locate and flag existing property boundary monuments within the survey area.

This scope of work does not include any excavation for the location of utilities, platting, or property boundary survey other than locating existing monuments.

Thank you for your consideration of this proposal. If you have any questions don't hesitate to contact us at 573-875-8799.

Sincerely,

Allstate Consultants LLC

Ron Shy, PE  
President

**GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES**

**SUBSURFACE EXPLORATION**

Mobilization of Truck Mounted Drill Rig and 2-Man Crew .....	\$2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew .....	\$3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle .....	\$0.90/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew) .....	\$160.00/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew) .....	\$200.00/hour
ATV Mounted Drill Rig Surcharge (If Any) .....	Actual Cost
Specialized In-Situ Tests .....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance .....	Actual Cost

**LABORATORY TESTING SERVICES**

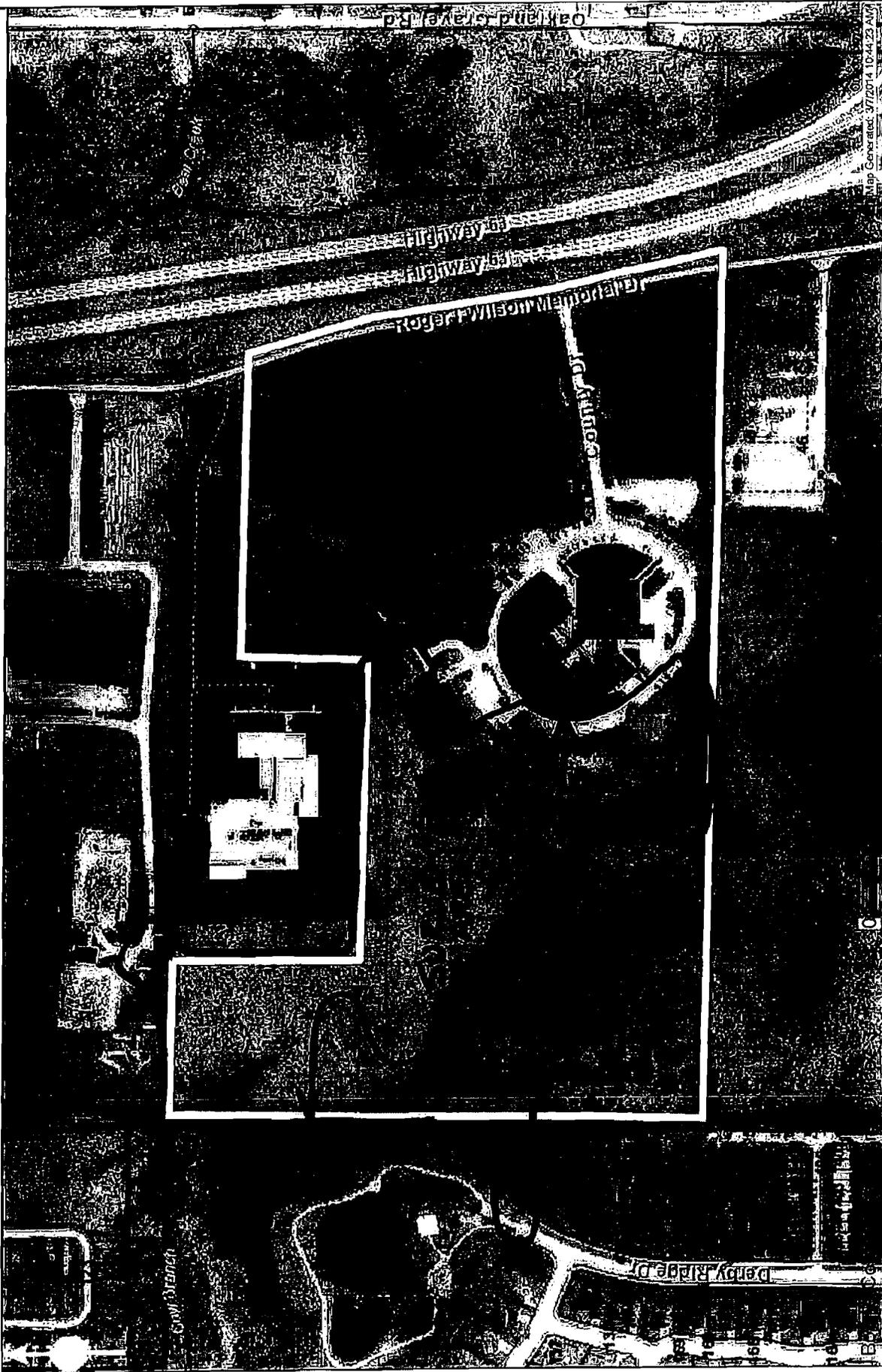
Moisture Content .....	\$6.00/test
Dry Unit Weight .....	\$12.00/test
Unconfined Compressive Strength .....	\$32.00/test
With Stress vs. Strain Curve .....	\$60.00/test
Calibrated Penetrometer Test .....	\$4.00/test
Visual Soil Classification .....	\$5.00/test
Atterberg Limits (3 Pt. Liquid Limit) .....	\$85.00/test
Sieve Analysis (with wet wash over No. 200 sieve) .....	\$75.00/test
Hydrometer Analysis .....	\$75.00/test
Combined Grain Size Analysis (Sieve and Hydrometer) .....	\$150.00/test
Specific Gravity Determination .....	\$60.00/test
Swell Potential (1 Surcharge Pressure) .....	\$150.00/test
Swell Potential and Swell Pressure .....	\$250.00/test
Consolidation Test with e log p Curve .....	\$475.00/test
With Time vs. Deformation Plots .....	\$50.00/plot
Standard Proctor Test .....	\$175.00/test
Modified Proctor Test .....	\$250.00/test
Laboratory CBR Test (Per Specimen) .....	\$250.00/test
Concrete Compressive Strength Tests .....	\$20.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders .....	\$10.00/each
Concrete Flexural Strength Tests .....	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc) .....	Actual Cost

3312 LeMone Industrial Boulevard  
Columbia, Missouri 65201  
Phone 573/875-8799  
Fax 573/875-8850  
www.allstateconsultants.net

30601 Highway 5  
Marceline, Missouri 64658  
Phone 660/376-2941  
Fax 660/376-3492  
allstate@allstateconsultants.net

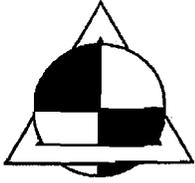
# Boone County Internet Parcel Map

Prepared by the Boone County Assessor's Office, (573) 886-4262



### ATTENTION!

DISCLAIMER: READ CAREFULLY: These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes



# ALLSTATE CONSULTANTS

ENGINEERING • PLANNING • SURVEYING • GEOTECHNICAL • INVESTIGATIVE

March 12, 2014  
Revised March 19, 2014

Mr. Erik Miller AIA, CDT  
Principal  
PWArchitects, Inc.  
15 South Tenth Street  
Columbia, Missouri 65201

Re: Site Engineering for the Boone County 911/EOC Facility

Mr. Miller,

This proposal is for site engineering services for the proposed Boone County 911/EOC Facility. The following scope of work can be executed for a fixed fee of \$53,000.

- Design of a Sanitary Sewer extension from Columbia's Cow Branch Sewer near the NW corner of the site to near the proposed building site west of the Sheriff's Annex. (Approximately 1000')
- Coordination with Columbia Water and Light to serve the building with a water line.
- Coordination with Boone Electric for Electric Service to the building.
- Coordination with Ameren for Natural Gas service to the building.
- Site Grading and Erosion Control Plan.
- Storm Water Management Plan to meet the requirements of the Boone County Storm Water ordinances.
- Erosion Control Plan and SWPPP to Boone County and MoDNR requirements.
- MoDNR Permit fees for Sanitary Sewer Extension and Land Disturbance.

This scope of work does not include any surveying, traffic studies, geotechnical design, or retaining wall design.

Thank you for your consideration of this proposal. If you have any questions don't hesitate to contact us at 573-875-8799.

Sincerely,

Allstate Consultants LLC

Ron Shy, PE  
President



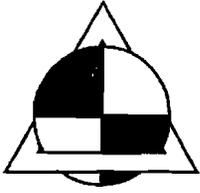
## Rate Schedule

Revised: January 1, 2014

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$135.00
ENGINEER III .....	\$125.00
ENGINEER II.....	\$115.00
ENGINEER I.....	\$105.00
INVESTIGATIVE ENGINEER III .....	\$205.00
INVESTIGATIVE ENGINEER II.....	\$180.00
INVESTIGATIVE ENGINEER I.....	\$155.00
TECHNICIAN VI/SURVEYOR III .....	\$110.00
TECHNICIAN V/SURVEYOR II.....	\$100.00
TECHNICIAN IV/SURVEYOR I.....	\$85.00
TECHNICIAN III .....	\$75.00
TECHNICIAN II .....	\$55.00
TECHNICIAN I.....	\$40.00
CREW (1 MAN) .....	\$115.00
CREW (2 MEN) .....	\$135.00
CREW (3 MEN) .....	\$145.00
INVESTIGATOR IV .....	\$115.00
INVESTIGATOR III.....	\$105.00
INVESTIGATOR II.....	\$80.00
INVESTIGATOR I.....	\$65.00
EXPERT TESTIMONY II.....	\$350.00
EXPERT TESTIMONY I.....	\$200.00
GPS RECEIVERS (PER UNIT).....	\$115.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$40.00/day
ATV (PER UNIT).....	\$115.00/day
MILEAGE .....	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

3312 LeMone Industrial Boulevard  
 Columbia, Missouri 65201  
 Phone 573/875-8799  
 Fax 573/875-8850  
[www.allstateconsultants.net](http://www.allstateconsultants.net)

30601 Highway 5  
 Marceline, Missouri 64658  
 Phone 660/376-2941  
 Fax 660/376-3492  
[allstate@allstateconsultants.net](mailto:allstate@allstateconsultants.net)



# ALLSTATE CONSULTANTS

ENGINEERING • PLANNING • SURVEYING • GEOTECHNICAL • INVESTIGATIVE

March 13, 2014

PWArchitects, Inc.  
15 South Tenth Street  
Columbia, Missouri 65201

**RECEIVED**  
MAR 17 2014  
PWA

ATTN: Mr. Erik Miller, AIA, CDT  
Principal

RE: Proposal for Geotechnical Engineering Services  
Proposed Boone County 911/EOC Facility  
Roger B. Wilson Memorial Drive, Columbia, MO  
Proposal Number 14000.14G

Dear Mr. Miller:

Allstate Consultants, LLC is pleased to submit our proposal to provide geotechnical engineering services for the Proposed Boone County 911/EOC Facility to be located at the Boone County Sheriff's complex on Roger B. Wilson Memorial Drive in Columbia, Missouri.

## PROJECT DESCRIPTION

We understand the proposed facility will be located on relatively undeveloped, grass covered, rolling upland terrain to the south of the existing Sheriffs Office. Preliminary information indicates the proposed building will be generally rectangular in shape and will have a footprint of approximately 25,000 square feet. The single story, slab on grade structure will be tornado resistant and may be constructed of reinforced concrete.

The project is in the conceptual stages and we understand site grading and structural information is not yet available. Based on preliminary discussions with our site civil engineers, we understand a maximum of 10 feet of earth fill may be needed in portions of the building footprint to develop the floor slab subgrade. We understand ultimate cuts and fills in the building area may result in less than 10 feet of fill being required.

While structural information is not yet available we estimate maximum building column and bearing wall loads will be less than 100 kips and 4 kips/lineal foot, respectively, for the purpose of our foundation analysis. We should be notified when actual structural loads become available.

**Proposal for Geotechnical Engineering Services  
Proposed Boone County 911/EOC Facility  
Roger B. Wilson Memorial Drive, Columbia, Missouri  
Proposal Number 14000.14G**

## **SCOPE OF GEOTECHNICAL ENGINEERING SERVICES**

**General Scope of Services** - Based on the proposed building plans known to us at this time, we have developed the following work scope that would enable us to evaluate subsurface conditions and to provide our analysis and geotechnical recommendations regarding the following geotechnical aspects of the project in the proposed building area:

- Building site preparation
- Controlled compacted fill
- Shallow foundation design parameters
- Floor slab subgrade design parameters

**Subsurface Exploration** – We plan to perform a subsurface exploration to assist in evaluating subsurface conditions utilizing a total of six (6) test borings. The building area borings are expected to extend to depths of 20 feet beneath the surface or to auger refusal whichever occurs first. Soil samples will be obtained using thin-walled tubes and split barrel samplers at approximate 2.5 to 5 foot intervals in the borings. Soils immediately underlying proposed floor slabs and foundations will be sampled at close intervals with thin-walled tubes where possible.

A geotechnical field representative will be on site during exploration to supervise drilling and sampling; to observe the recovered soil samples; and to log the borings.

Subsurface conditions may vary from those anticipated and may merit changes in the exploration plans described above. We will contact you to authorize any changes that will increase the fee estimate.

**Basic Laboratory Testing Program** - We will develop and perform a basic laboratory testing program to assist in evaluating the engineering properties of the soil samples obtained from the borings and to assist us in developing recommendations with regard to foundation bearing capacity and settlement issues. Laboratory water content, dry density, unconfined compressive strength and calibrated penetrometer tests will be performed on representative samples extruded from the thin-walled tubes. Water content tests will be performed on the split-barrel samples. Soil samples will be visually classified in accordance with the Unified Soil Classification System (USCS). Atterberg limits tests will also be performed on selected samples to assist in soil classification and to evaluate index properties of the site soils.

**Optional Additional Laboratory Services** - Expansive soils are present in the project area. These type soils often experience volume changes with changes in subgrade

**Proposal for Geotechnical Engineering Services  
Proposed Boone County 911/EOC Facility  
Roger B. Wilson Memorial Drive, Columbia, Missouri  
Proposal Number 14000.14G**

moisture levels resulting in shrinkage induced settlements under drying environments and swelling induced heaving with increases in moisture levels. We recommend the client consider the option of authorizing Allstate to perform laboratory swell tests on recovered soil samples to evaluate the swell potential of the site soils. These tests will assist us in estimating the magnitude of future foundation and floor slab heave that may occur in the building addition area and in developing recommendations to reduce the potential for future moisture related volume change movements. This proposal offers the client the option of selecting these additional laboratory and engineering services.

**Geotechnical Engineering Report** - Following completion of the field exploration and laboratory testing programs, the subsurface conditions will be evaluated, the laboratory test data will be analyzed and an engineering report will be prepared by a registered professional engineer specializing in geotechnical engineering. The engineering report will provide a project description, a summary of the field exploration and laboratory testing procedures, logs of the borings, laboratory test results, an evaluation of subsurface conditions, and our analysis and recommendations concerning the geotechnical aspects of the project within the scope of this proposal.

**Location of Existing Site Utilities Prior to Exploration** - During preparation for field exploration, we will contact Missouri One Call and other local utility companies to assist in locating existing site utilities. We may be required to meet the utility company representatives at the site to show them where we plan to drill the borings. We will also coordinate our borings with our site civil engineers so that we can avoid any known private utilities on site.

**Site Access, Boring Layout and Elevations** - This proposal was developed based on our crews having the right to enter the site and the boring locations being readily accessible to a 4 wheel drive, truck mounted drilling rig. Our crews will exercise care while on site. However, some minor surface damage may occur during exploration. We have not included any costs for site restoration in our estimate but we will be as careful as possible while on site and will backfill boreholes after final water level observations are performed.

Our proposal is based on the borings being laid out and the ground elevations at the boring locations being determined by Allstate Consultants.

**Construction Observation and Testing** - Although a reasonable number of borings will be performed at the proposed site, it will not be economically feasible to perform enough exploratory borings to identify all subsurface conditions that may be present nor to identify changes that may occur in soil and groundwater conditions over time.

**Proposal for Geotechnical Engineering Services  
Proposed Boone County 911/EOC Facility  
Roger B. Wilson Memorial Drive, Columbia, Missouri  
Proposal Number 14000.14G**

Therefore, subsurface conditions which could affect the design and construction of this project may not become known until construction is in progress and these conditions are revealed.

Geotechnical engineers commonly employ construction observation and testing to further identify subsurface conditions as they are exposed, to verify that these conditions are consistent with those encountered in the borings and used to develop the design concepts, and to evaluate changed conditions as they are encountered in the field. To provide a complete geotechnical service, we recommend Allstate Consultants, LLC, be retained to provide observation and testing services during construction of this project. The costs of these construction related services have not been included in this proposal.

**Schedule** – We can begin preliminary planning and scheduling of field exploration based on your verbal approval but should still receive your written acceptance of this proposal before we begin field work. We will keep you apprised of our progress and preliminary findings during exploration and laboratory testing and will call to provide preliminary verbal recommendations during preparation of our engineering report. Our completed geotechnical engineering report will be submitted within approximately 3 to 4 weeks after completion of field exploration.

**Fees and Conditions** - Allstate Consultants, LLC agrees to perform the field exploration, laboratory testing and geotechnical engineering services described in this proposal in accordance with the attached schedule of fees. Based on the anticipated and described scope of work, we estimate our fees for these services will not exceed:

- **\$ 7,500** for a six (6) boring subsurface exploration and basic laboratory testing program in the proposed building area.
- Should the client also authorize Allstate to perform the optional laboratory swell tests, related engineering evaluations and development of recommendations to reduce the potential for future moisture related volume change movements in the building area, we estimate our additional fee for these added services will not exceed **\$ 1,500**. This added fee includes the performance of at least six (6) laboratory swell tests which we believe are a valuable component of a geotechnical investigation for a slab on grade structure in the project area.

The billing for our services will be directed to Mr. Erik Miller, AIA, CDT, Principal, PWArchitects, Inc. This proposal was prepared for the exclusive use of the client for the specific site and building project described herein and has been prepared in accordance with generally accepted geotechnical engineering practices within the limits of the

**Proposal for Geotechnical Engineering Services  
Proposed Boone County 911/EOC Facility  
Roger B. Wilson Memorial Drive, Columbia, Missouri  
Proposal Number 14000.14G**

client's proposal request. Our attached Terms and Conditions are considered a part of this proposal and will be incorporated by reference into our agreement.

Our proposal does not include additional geotechnical services that may be requested after our geotechnical report is completed including evaluation of various additional options, development of cost estimates, preparation of construction specifications and construction observation and testing. We have also assumed that site grades are such that slope stability evaluations will not be necessary. Should these additional services be needed they can be provided on an hourly rate basis if authorized using the attached fee schedule.

You may execute this agreement by checking the desired services listed below; signing and dating this proposal in the spaces provided; and returning one copy to our office. If you have any questions or comments, please give us a call.

- Six (6) boring building area exploration, basic laboratory testing program and geotechnical report as described in this proposal for fee not to exceed **\$ 7,500**.
- Additional laboratory swell tests, related engineering evaluations and recommendations to reduce potential for future moisture related volume change movements in the building area for an additional not to exceed fee of **\$ 1,500**.

Client please insert total not to exceed fee for services authorized \$ \_\_\_\_\_.

Sincerely,  
**Allstate Consultants, LLC**

  
William A. Barrow, P. E., R. G.  
Geotechnical Manager

PROPOSAL ACCEPTED BY:

\_\_\_\_\_  
CLIENT'S ENTITY NAME (PRINT)

\_\_\_\_\_  
BY: (AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(PLEASE PRINT SIGNATURE)

\_\_\_\_\_  
DATE

WAB\14000.14G  
Attachments  
Cc: Addressee (2)



## Rate Schedule

Revised: January 1, 2014

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$135.00
ENGINEER III.....	\$125.00
ENGINEER II.....	\$115.00
ENGINEER I.....	\$105.00
INVESTIGATIVE ENGINEER III.....	\$205.00
INVESTIGATIVE ENGINEER II.....	\$180.00
INVESTIGATIVE ENGINEER I.....	\$155.00
TECHNICIAN VI/SURVEYOR III.....	\$110.00
TECHNICIAN V/SURVEYOR II.....	\$100.00
TECHNICIAN IV/SURVEYOR I.....	\$85.00
TECHNICIAN III.....	\$75.00
TECHNICIAN II.....	\$55.00
TECHNICIAN I.....	\$40.00
CREW (1 MAN).....	\$115.00
CREW (2 MEN).....	\$135.00
CREW (3 MEN).....	\$145.00
INVESTIGATOR IV.....	\$115.00
INVESTIGATOR III.....	\$105.00
INVESTIGATOR II.....	\$80.00
INVESTIGATOR I.....	\$65.00
EXPERT TESTIMONY II.....	\$350.00
EXPERT TESTIMONY I.....	\$200.00
GPS RECEIVERS (PER UNIT).....	\$115.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$40.00/day
ATV (PER UNIT).....	\$115.00/day
MILEAGE.....	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

3312 LeMone Industrial Boulevard  
 Columbia, Missouri 65201  
 Phone 573/875-8799  
 Fax 573/875-8850  
[www.allstateconsultants.net](http://www.allstateconsultants.net)

30601 Highway 5  
 Marceline, Missouri 64658  
 Phone 660/376-2941  
 Fax 660/376-3492  
[allstate@allstateconsultants.net](mailto:allstate@allstateconsultants.net)

**GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES**

**SUBSURFACE EXPLORATION**

Mobilization of Truck Mounted Drill Rig and 2-Man Crew .....	\$2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew .....	\$3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle .....	\$0.90/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in	
Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew) .....	\$160.00/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in	
Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew) .....	\$200.00/hour
ATV Mounted Drill Rig Surcharge (If Any) .....	Actual Cost
Specialized In-Situ Tests .....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance .....	Actual Cost

**LABORATORY TESTING SERVICES**

Moisture Content .....	\$6.00/test
Dry Unit Weight .....	\$12.00/test
Unconfined Compressive Strength .....	\$32.00/test
With Stress vs. Strain Curve .....	\$60.00/test
Calibrated Penetrometer Test .....	\$4.00/test
Visual Soil Classification .....	\$5.00/test
Atterberg Limits (3 Pt. Liquid Limit) .....	\$85.00/test
Sieve Analysis (with wet wash over No. 200 sieve) .....	\$75.00/test
Hydrometer Analysis .....	\$75.00/test
Combined Grain Size Analysis (Sieve and Hydrometer) .....	\$150.00/test
Specific Gravity Determination .....	\$60.00/test
Swell Potential (1 Surcharge Pressure) .....	\$150.00/test
Swell Potential and Swell Pressure .....	\$250.00/test
Consolidation Test with e log p Curve .....	\$475.00/test
With Time vs. Deformation Plots .....	\$50.00/plot
Standard Proctor Test .....	\$175.00/test
Modified Proctor Test .....	\$250.00/test
Laboratory CBR Test (Per Specimen) .....	\$250.00/test
Concrete Compressive Strength Tests .....	\$20.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders .....	\$10.00/each
Concrete Flexural Strength Tests .....	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc) .....	Actual Cost

3312 LeMone Industrial Boulevard  
Columbia, Missouri 65201  
Phone 573/875-8799  
Fax 573/875-8850  
www.allstateconsultants.net

30601 Highway 5  
Marceline, Missouri 64658  
Phone 660/376-2941  
Fax 660/376-3492  
allstate@allstateconsultants.net

## TERMS AND CONDITIONS

### FOR GEOTECHNICAL AND CONSTRUCTION TESTING SERVICES

#### ALLSTATE CONSULTANTS LLC

1. **SCOPE OF SERVICES:** Allstate Consultants LLC (the Firm) shall perform the Geotechnical Engineering and/or Construction Observation and Testing Services described in this Agreement for the stated fee arrangement. The Firm will perform the services in a timely manner with due and reasonable diligence consistent with sound professional practices.

Cost estimates provided in the Agreement, shall not be considered as a firm fee unless so stated in the Agreement. If unanticipated site conditions are discovered, the scope of services may change as the work progresses. The Firm will advise the Client of the unanticipated conditions and will perform authorized additional services in accordance with the attached fee schedule rates. Rates will be provided for any additional work beyond the scope of services described in this Agreement and not included in the attached fee schedule.

2. **STANDARD OF CARE:** The Firm will perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by other members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any oral or written report, opinion, document, or other instrument of service.
3. **SITE ACCESS:** Unless otherwise stated, the Firm will have the right of access to the site for activities necessary for the performance of the site exploration or construction observation and testing services. While the Firm will take reasonable precautions to minimize damage due to these activities, the Client recognizes that the Firm's use of exploratory equipment may cause some damage to the site and understands that the restoration of such damage is not part of this Agreement. The Client further understands the Firm has not included costs for restoration of any resulting damage in the stated fee.
4. **BURIED UTILITIES:** The Firm will contact representatives of local utility companies to request that the locations of underground utilities be marked in the areas we plan to perform subsurface exploration. Reasonable precautions will be taken by the Firm to avoid damage or injury to existing underground utilities. The Client agrees to mark or have others mark the locations of any private utilities existing on the site and to hold harmless and indemnify the Firm for any claims or liabilities incurred for damages to underground utilities that were not brought to the Firm's attention or were not correctly marked or shown on drawings provided to the Firm.
5. **BORING AND FIELD TEST LOCATIONS:** Unless otherwise stated in this Agreement, the Firm will layout or locate the borings, test pits and/or field tests using pacing, a measuring wheel, and/or a tape and a scaled, Client furnished, site drawing with convenient on-site reference points. The Firm will approximate right angles and will estimate ground elevations based on interpolation from furnished topographic information or provided control points. If so stipulated in the Agreement, the Firm will determine elevations using an engineer's level and a convenient benchmark provided by the Client. The accuracy of the Client provided information and/or survey control will effect the accuracy of the boring, test pit and field test locations and the elevations determined by the Firm. If greater accuracy is required, or if otherwise stated in this Agreement, the Firm will layout or locate the borings, test pits and/or field tests and will determine ground elevations using professional surveying methods. The Firm reserves the right to adjust boring, test pit or field test locations a reasonable distance to avoid unexpected obstacles that may be encountered at the site.
6. **SUBSURFACE RISKS:** The Client realizes that special risks are associated with the identification of subsurface conditions that are hidden from view. Even a comprehensive sampling and testing program implemented by experienced personnel using appropriate equipment under the direction of a trained professional may fail to detect certain conditions, because such conditions are hidden and therefore cannot be targeted in development of a subsurface exploration plan. For similar reasons, conditions that the Firm infers to exist between sampling points may differ significantly from the conditions that actually exist there. Time also plays a significant role and the Client recognizes that, because of natural occurrences or human intervention at or near the site, actual conditions discovered through sampling are subject to rapid change. The Client further understands that such risks cannot be eliminated, but that the Firm is able to apply certain techniques to help reduce such risks to a level the Client deems tolerable. The Firm is available to explain these risks and risk reduction methods to the Client, but, in any event, the scope of services included in this Agreement is that which the Client agreed to or selected in light of the Client's own risk preferences and other considerations.
7. **GEOSERVICE EXCLUSIONS:** The Client, understands that the education, experience, expertise, and capabilities of those who provide geotechnical engineering services and those who provide geoenvironmental services differ significantly. Those involved with a geotechnical engineering project may not notice indications of environmental concerns and, if they do, they may not report them. The same applies to personnel involved with geoenvironmental projects, with respect to geotechnical issues. Accordingly, Client shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss arising from the Firm's alleged failure to report or report fully on environmental issues in instruments of geotechnical service or on geotechnical issues in instruments of geoenvironmental service. The Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.

8. **CHANGED CONDITIONS:** The Client has relied on the Firm's professional judgment in establishing the Firm's scope of services and estimated fee for this project, given the project's nature and risks and the Client's risk preferences and imposed constraints. The Client shall also rely on the Firm's professional judgment in evaluating the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Firm. Should the Firm call for contract renegotiation, the Firm shall identify the changed conditions that in the Firm's professional judgment make such renegotiation necessary and the Firm and Client shall promptly and in good faith enter into the renegotiation process. If renegotiated terms cannot be agreed to, the Firm shall have the right to terminate this Agreement without penalty as per Paragraph 18, Termination of Services.
9. **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS:** Hazardous materials or certain types of hazardous materials may exist even where there is no reason to believe they are present. Should the Firm discover such unanticipated hazardous materials or suspected hazardous materials, the Firm shall notify the Client as soon as practically possible. The Client and the Firm agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation or termination of this Agreement. The Client and the Firm also agree that, upon discovery of unanticipated hazardous materials or suspected hazardous materials, the Firm should take those measures that in the Firm's opinion are necessary to preserve and protect public health, safety, and welfare and the environment. The Client agrees to compensate the Firm for such services, given that the hazardous materials or suspected hazardous materials in question are the Client's responsibility. In addition, the Client shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss allegedly arising from the Firm's discovery of unanticipated hazardous materials or suspected hazardous materials, or their presence. The Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.
10. **DISPOSAL OF SAMPLES:** All soil, rock, water, and other samples obtained from the project site are the Client's property. Unless other arrangements are mutually agreed upon in writing, or unless otherwise required, the Firm shall preserve such samples for no longer than sixty (60) calendar days after the Firm's issuance to the Client of the report that relates data obtained from the samples. If in the Firm's opinion any of these samples are or may be affected by a regulated contaminant, the Firm shall package such samples in accordance with applicable law, and the Client shall arrange for lawful disposal procedures, that is, procedures to remove the samples from the Firm's custody and transport them to a disposal site. The Firm shall not under this Agreement arrange for or otherwise dispose of substances affected by regulated contaminants. The Firm will, at Client's request, help Client identify appropriate alternatives for off-site treatment, storage, or disposal of such substances, but the Firm shall not make any independent determination about the selection of a treatment, storage, or disposal facility, nor will the Firm subcontract such activities through transporters or others. The Client shall sign all manifests for the disposal of substances affected by regulated contaminants and shall otherwise exercise prudence in arranging for lawful disposal. Because involvement with Client's contaminated samples can expose the Firm to severe risks, Client shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss allegedly arising from the Firm's containing, labeling, transporting, testing, storing, or other handling of the Client's contaminated samples. The Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.
11. **CONSTRUCTION OBSERVATION AND TESTING:** The Client recognizes that observation and testing will be necessary during construction and that unanticipated or changed site conditions may be encountered as construction progresses. For these reasons, the Client will retain the Firm to provide observation and testing services during construction. The scope of services describing the portions of construction for which observations and tests will be performed will be described in the Construction Observation and Testing Agreement. The Firm's observation and testing services will consist of performing field and laboratory tests, reporting test results to on-site personnel designated by the Client and developing and reporting to the Client the Firm's professional opinion as to whether the results of the observations and tests indicate compliance with the project requirements. The Firm's observation and testing services will be limited to portions of the work stipulated in the Agreement that are in progress when the Firm's representative(s) are on-site.

The Client understands that construction observation and testing are conducted to reduce, not eliminate, the risk of problems arising during or after construction, and that provision of the Firm's service does not create a warranty or guarantee of any type. In all cases, the contractors shall retain responsibility for the supervision, quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based and they should be so informed. The contractors should also be advised that neither the Firm's presence on-site nor the performance of the Firm's observation and testing services relieves them in any way from compliance with project requirements nor from defects discovered in their work.

The Client recognizes that even those products manufactured in closely controlled environments have variations in properties and that the accuracy of tests used to measure the quality of these products are also subject to variations. As compared with other manufactured products, field construction typically has wider variations in product properties and in test results. Therefore, even with careful observation and testing, the Firm cannot state that all portions of the work comply with project requirements. However, the level of confidence regarding compliance with project requirements is generally much higher with full time observation and testing than with intermittent or periodic observation and testing.

Should the Firm, for any reason, not be selected to provide construction observation and testing services during implementation of the Firm's plans, specifications, and/or recommendations, or should the Client unduly restrict the Firm's assignment of observation personnel, the Client shall, to the fullest extent permitted by law, waive any claim against the

Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss arising from problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by the Firm. Client also shall compensate the Firm for any time spent or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.

12. **SITE SAFETY:** The Firm's site responsibilities are limited solely to the activities of the Firm and the Firm's employees on the site. These responsibilities shall not be inferred by any party to mean that the Firm has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the contractor alone. The contractor's methods of work performance, superintendence of the contractor's employees, and sequencing of construction are also the sole and exclusive responsibility of the contractor alone. The Client warrants that: 1) these responsibilities will be made clear in Client's agreement with the contractor; 2) Client's agreement with the contractor shall require the contractor, to the extent of contractor's negligence, to indemnify, defend, and hold Client and the Firm harmless from any fine, penalty, claim, or liability for injury or loss arising from Client's or the Firm's alleged failure to exercise site safety responsibility; and 3) Client's agreement with the contractor shall require the contractor to make Client and the Firm additional insureds under the contractor's general liability insurance policy, which insurance protection shall be primary protection for Client and the Firm, and shall hold Client and the Firm harmless from claims, losses, and defense cost arising from the negligence of contractor or subcontractor on any tier. Given the foregoing, Client also shall, to the fullest extent permitted by law, waive any claim against the Firm, and indemnify, defend, and hold the Firm harmless from any claim or liability for injury or loss arising from the Firm's alleged failure to exercise site safety responsibility. Client also shall compensate the Firm for any time or expenses incurred by the Firm in defense of any such claim. Such compensation shall be based upon the Firm's prevailing fee schedule and expense reimbursement policy.
13. **LIMITATION OF LIABILITY:** Client and the Firm have considered the risks and rewards associated with this project, as well as the Firm's fee for services. The Client and the Firm agree to allocate certain of the risks so that, to the fullest extent permitted by law, the Firm's total aggregate liability to the Client and all third-parties is limited to the greater of \$ 50,000 or the Firm's fee for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other act giving rise to liability based upon contract, tort, or statute.
14. **INDEMNIFICATION:** The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts they may be liable.
15. **CONFIDENTIALITY:** The Firm agrees to keep confidential and to not disclose to any person or entity (other than the Firm's employees and subcontractors), without the prior consent of Client, all data and information not previously known to and generated by the Firm, or furnished to the Firm and marked "CONFIDENTIAL" by Client; provided, however, that these provisions shall not apply to data that: are in the public domain; were previously known to the Firm; or were independently acquired by the Firm from third-parties under no obligation to Client to keep said data and information confidential. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of the Firm, nor shall they be interpreted to in any way restrict the Firm from complying with a legally enforceable order to provide information or data. The Client agrees that the Firm may use and publish the Client's name and a general description of the Firm's services with respect to the project in describing the Firm's experience and qualifications to others. The Client also agrees that any patentable or copyrightable concepts developed by the Firm in the course of the Firm's services hereunder are the sole and exclusive property of the Firm.
16. **FEES:** A *Fixed Fee*, if stated, shall constitute the total compensation due. An *Estimated Fee*, if stated, shall be calculated on the basis of the attached *Fee Schedule* and the estimate shall not be exceeded by more than twenty percent without written approval of the Client. A *Not To Exceed Fee*, if stated, will be calculated on the basis of the attached *Fee Schedule* and will not be exceeded without prior written approval of the Client.
17. **BILLING AND PAYMENTS:** Statements for the Firm's services shall be submitted on a monthly basis. Statements shall be due upon receipt and payable within 30 days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to the Firm shall not be withheld, postponed or made contingent on the permitting, construction, completion or success of the project. No withholdings, deductions or offsets shall be made from the Firm's compensation for any reason.
18. **TERMINATION OF SERVICES:** The Agreement may be terminated by the Client or the Firm after seven days written notice should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.
19. **OWNERSHIP OF DOCUMENTS:** All boring and test pit logs, field data, field notes, laboratory data, calculations, analyses, estimates, reports and other documents produced by the Firm under this Agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.
20. **APPLICABLE LAWS:** Unless otherwise specified, this agreement shall be governed by the laws of the State of Missouri.

161 -2014

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 10th day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby proclaim April 2014 as Fair Housing Month. It is further ordered the Boone County Commissioners are hereby authorized to sign the attached proclamation.

Done this 10th day of April, 2014.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner

Absent

Janet M. Thompson  
District II Commissioner

## Proclamation for Fair Housing Month April 2014

**Whereas**, April 11, 2014 marks the 46<sup>th</sup> anniversary of the passage of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status and handicap, and encourages fair housing opportunities for all citizens; and

**Whereas**, the Fair Housing Law sought, both in letter and spirit, to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and

**Whereas**, the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and

**Whereas**, vigorous local efforts to combat discrimination can be as effective, if not more so, than Federal efforts; and

**Whereas**, illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all; and

**Therefore**, in the pursuit of the shared goal and responsibility of providing equal housing opportunities for all men and women, the Boone County Commission does hereby join in the national celebration by proclaiming April 2014 as Fair Housing Month and encourages all agencies, institutions and individuals, public and private, in Boone County to abide by the letter and the spirit of the Fair Housing law.

IN TESTIMONY WHEREOF, this 10th day of April, 2014.



Daniel K. Atwill, Presiding Commissioner

Karen M. Miller, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Wendy S. Noren, County Clerk

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 10<sup>th</sup> day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve maintenance repairs done by Air Systems, LLC at the Central Missouri Events Center in the amount of \$8,629.50 per attached invoice description.

Done this 10th day of April, 2014

ATTEST:

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

*[Signature]*  
Daniel K. Atwill  
Presiding Commissioner  
*[Signature]*  
Karen M. Miller  
District I Commissioner  
Absent  
Janet M. Thompson  
District II Commissioner



**Air Systems, LLC**  
 Commercial & Industrial  
 Air Conditioning & Heating  
 1208 Jefferson St.  
 Columbia, MO 65203  
 PHONE: 573-817-0700  
 FAX: 573-443-1688

# Invoice

BILL TO
BOONE COUNTY FAIRGROUNDS c/o BOONE COUNTY COMMISSION 801 E. WALNUT COLUMBIA, MO 65201

DATE	INVOICE #
4/2/2014	22900

TERMS	P.O. NUMBER
<b>Net 30</b>	

DESCRIPTION	AMOUNT
INVOICE FOR REPLACEMENT OF RESTROOM FURNACES AND DEFECTIVE UNIT HEATER GAS VALVE, IN ACCORDANCE WITH OUR PROPOSAL DATED 10/4/13.	8,613.00
FREIGHT	16.50

<i>Thank you for your business.</i>	<b>Total</b> \$8,629.50
-------------------------------------	-------------------------

**All accounts are due within 30 days of invoice date. Any account overdue will be subject to a finance charge of 1 1/2% per month on the unpaid balance.**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 10th day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by the League of Women Voters of Columbia for September 17, 2014 from 5:00 p.m. to 9:15 p.m.

Done this 10th day of April, 2014.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Absent

Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use the Roger B. Wilson Boone County Government Center conference rooms or Centralia Satellite Office as follows:

Organization: League of Women Voters of Columbia-Boone County

Address: c/o Marilyn McLeod, 2307 Ridgefield Rd.

City: Columbia State: MO ZIP Code 65203

Phone: 573-445-3500 Website: lwvcbc.org

Individual Requesting Use: Marilyn McLeod Position in Organization: co-president

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: Constitution Day Program

Description of Use (ex. Speaker, meeting, reception): We will have a speaker on a subject related to the Constitution.

Date(s) of Use: Wednesday, September 17, 2014

Start Time of Setup: 5:00 p.m. AM/PM Start Time of Event: 6:30 p.m. AM/PM

End Time of Event: 8:30 p.m. AM/PM End Time of Cleanup: 9:15 p.m. (equipment) AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

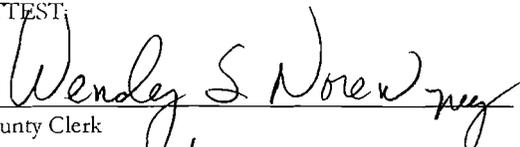
Organization Representative/Title: Marilyn McLeod/co-president 

Phone Number: 573-445-3500 Date of Application: April 2, 2014

Email Address: marilyn\_mcleod@yahoo.com

## PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:  
  
County Clerk

BOONE COUNTY, MISSOURI  
  
County Commissioner

DATE: 4-10-14

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 10th day of April 20 14

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

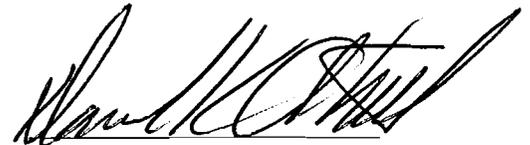
Now on this day the County Commission of the County of Boone does hereby re-appoint the following:

Name	Board	Period
John Schloot	Judicial & Law Enforcement Task Force	April 10, 2014 through April 10, 2017

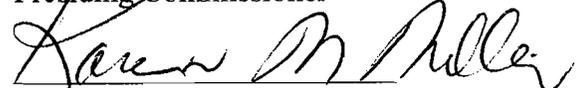
Done this 10th day of April, 2014.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

Dan Atwill, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Janet Thompson, District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: [commission@boonecountymo.org](mailto:commission@boonecountymo.org)

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Judicial & Law Enforcement Task Force Term: \_\_\_\_\_

Current Township: Rocky Fork Today's Date: 3/26/2014

Name: John Schloot

Home Address: 11821 N. Burg Road

City: Hallsville Zip Code: 65255

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: 696-2668 Work Phone: 696-8889

Fax: 696-0801 E-mail: johhhhn@aol.com

Qualifications: Presently serve on this task force (I believe for 6 years), Hallsville Chamber Exec. Dir., Shriners Hospitals-St. Louis Board member and HR Chairman, Owner of commercial real estate in Boone County and elsewhere, Hallsville Area Family Clinic Chairman and Founder

Past Community Service: Boone County Planning and Zoning, Courthouse space needs committee, helped with sales tax initiative for Courthouse expansion, assisted with Courthouse technology project

References: Jim Bunton, Hallsville, Cherie Reisch mayor of Hallsville

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 333  
Columbia, MO 65201  
Fax: 573-886-4311

165-2014

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 10th day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby re-appoint the following:

Name	Board	Period
Nancy A. McKerrow	Children's Services	April 18, 2014 through April 18, 2017
Dewey M. Riehn	Children's Services	April 18, 2014 through April 18, 2017

Done this 10th day of April, 2014.

ATTEST:

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

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
District I Commissioner

Janet M. Thompson  
District II Commissioner

### Application for Appointment to Boone County Children's Services Board

The Boone County Children's Services Board was established in 2013 with the passage of a special sales tax levy in November, 2012. The Board, in partnership with the Boone County Commission, is charged with making Boone County a better and healthier community through the provision of services to protect the well-being and safety of children under the age of nineteen (19) and their families. The Board's goal is to maximize positive outcomes in a transparent, accountable fashion in recognition of the fact that the taxpayers of Boone County are an important stakeholder and beneficiary of this program. The Board's partnership with the Boone County Commission allows it to benefit from the ability to hire dedicated, professional staff with competitive salary and benefits packages into a professional environment with supports that include facilities maintenance, purchasing, human resources, legal, auditing, and other organizational supports and synergies that stem from being integrated into Boone County government as a County department. This partnership also allows the Boone County taxpayers to benefit from a coordination of social service spending at the County level in order to avoid duplication of effort, ensure efficient spending of public resources, and increase transparency. Finally, being part of County government allows the Children's Services sales tax proceeds to retain its character as "local tax dollars," allowing for the pursuit of matching federal dollars through various federal programs administered through the State Department of Mental Health, State Department of Social Services, and other federal matching programs.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board and the conflict of interest policies promulgated by the County Commission and the Board. As appointees of a statutorily created Board with powers to direct the expenditure of public funds, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the Children's Services Board or the Boone County taxpayer. Certain types of conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

#### APPLICATION

Name: McKERRON NANCY A  
*Last First Middle Initial*

Home Address: 2591 S. RT 0

City: COLUMBIA Zip: 65203

Employment Address: RETIRED

City: \_\_\_\_\_ Zip: \_\_\_\_\_

At which address would you prefer to be contacted:  Home  Business



receiving funds from the Children's Services Fund, and those employed by any agency receiving funds. In addition, the Boone County Commission, based on its experience with other board appointments and the experiences of other counties in the administration of other Children's Services funds, prohibits membership on the board by those who are board members or volunteers with agencies that receive funds, or are employed by, have a financial interest in, serve on the board of, or otherwise volunteer with affiliated organizations of those agencies receiving funds. For purposes of this policy, "affiliated organizations" are those organizations which are controlled by or have systemic legal relationships with an agency who receive funds from the Children's Services Fund. [For example, two entities controlled by the same Board of Directors or the same administration team or an entity that relies on another almost exclusively for its financial support. Many other examples of such affiliated organizations exist, and the intent of this policy is to examine the substance of the relationships between entities and not the strict legal organization they have chosen to employ.] The questions below are designed to determine if a prohibited conflict of interest exists and to allow for the disclosure of any conflicts that do not amount to a prohibition but, absent disclosure, would tend to indicate that a board member may have an appearance of a conflict of interest.

*For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]*

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any "affiliated organization" of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children's Services Board? If yes, please explain.

I AM A VOLUNTEER CASA. I HAVE NO FINANCIAL INTEREST IN THE ORGANIZATION NOR HAVE I EVER SERVED ON ITS BOARD

Have you or a related family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children's Services Fund at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

NO

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

I believe the mental health services CURRENTLY AVAILABLE TO CHILDREN IN BOONE COUNTY ARE INADEQUATE. THE ONLY WAY WE CAN HELP CHILDREN IN NEED TO BECOME PRODUCTIVE ADULTS IS TO IDENTIFY CHILDREN IN NEED AND THEN BE ABLE TO MEET THOSE NEEDS. AS SOMEONE WHO CARES DEEPLY FOR CHILDREN, WHO HAS SEEN THE RESULTS WHEN NO HELP IS GIVEN, AND WHO HAS THE ABILITY TO WORK IN GROUPS, I BELIEVE I AM WELL QUALIFIED TO SERVE ON THE CSB.

Are you or any family member now or have you or a related family member ever been employed by Boone County? If so, please give dates of employment, the position held, and describe if the position had any responsibilities or duties regarding the Boone County Children's Services Fund.

NO

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Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Children's Services Fund? If so, identify the interest and the relationship.

NO

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Have you ever been arrested, charged, or convicted of any felony?  Yes  No  
If yes, please explain.

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Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group?  Yes  No  
If yes, please explain.

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Have you ever been the subject of a substantiated allegation of abuse, neglect, or misconduct by any agency that involves care to others or abuse of others?  Yes  No  
If yes, please explain.

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Are your Boone County taxes paid in full to date?  Yes  No

If "No", please explain.

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References:

DANIEL GRALIKE	PRIOR SUPERVISOR	882-9855	15
<i>Name</i>	<i>Nature of Relationship</i>	<i>Contact Information</i>	<i>Years Known</i>
BRIAN TAYLOR	MID-MO LEGAL SERVICES	442-0116	2
<i>Name</i>	<i>Nature of Relationship</i>	<i>Contact Information</i>	<i>Years Known</i>

By my signature, I agree to comply fully with board policies, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Boone County Children's Services Fund Board and the Boone County Commission.

Nancy A McKerrow  
Signature

3/5/2014  
Date

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**Application for Appointment to Boone County Children's Services Board**

The Boone County Children's Services Board was established in 2013 with the passage of a special sales tax levy in November, 2012. The Board, in partnership with the Boone County Commission, is charged with making Boone County a better and healthier community through the provision of services to protect the well-being and safety of children under the age of nineteen (19) and their families. The Board's goal is to maximize positive outcomes in a transparent, accountable fashion in recognition of the fact that the taxpayers of Boone County are an important stakeholder and beneficiary of this program. The Board's partnership with the Boone County Commission allows it to benefit from the ability to hire dedicated, professional staff with competitive salary and benefits packages into a professional environment with supports that include facilities maintenance, purchasing, human resources, legal, auditing, and other organizational supports and synergies that stem from being integrated into Boone County government as a County department. This partnership also allows the Boone County taxpayers to benefit from a coordination of social service spending at the County level in order to avoid duplication of effort, ensure efficient spending of public resources, and increase transparency. Finally, being part of County government allows the Children's Services sales tax proceeds to retain its character as "local tax dollars," allowing for the pursuit of matching federal dollars through various federal programs administered through the State Department of Mental Health, State Department of Social Services, and other federal matching programs.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board and the conflict of interest policies promulgated by the County Commission and the Board. As appointees of a statutorily created Board with powers to direct the expenditure of public funds, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the Children's Services Board or the Boone County taxpayer. Certain types of conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

**APPLICATION**

Name: Riehn Dewey M  
*Last First Middle Initial*

Home Address: 9950 S Millsite Road

City: Ashland Zip: 65010

Employment Address: RETIRED

City: \_\_\_\_\_ Zip: \_\_\_\_\_

At which address would you prefer to be contacted:  Home  Business

Email Address (where you wish to be contacted): deweyriehn@centurytel.net

Home Phone: 573 657 9463

Business Phone: 573 8193179

Section 210.861 RSMo requires board members be residents of Boone County. Are you a Boone County resident and how long have you lived in Boone County? <sup>37</sup> \_\_\_\_\_ Years  
<sup>6</sup> \_\_\_\_\_ Months

Are you a registered voter?  Yes  No

Have you previously served as a member of a board? If yes, identify the board and the dates of service.

Missouri State Credit Union 1998-2003

Missouri Baptist Student Union 2006-2010

What other professional, civic or community endeavors are you currently involved in?

Veterans Of Foreign Wars, Missouri Legislative Chairman and

Member of National Legislative Committee

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

Missouri State Department of Social Service 1976-2000 Worked in Children Services

Last six years prior to retirement was Director of Child Abuse Investigations

Have you ever volunteered with or been employed by an agency that may provide services to eligible service recipients of the Children's Services Fund (examples include the following services provided to one under the age of 19 or their families: outpatient chemical dependency or psychiatry treatment services, counseling services, or other services as a result of being abused, neglected, runaway, homeless, or emotional disturbance, or services to an unwed mother)? If so, please list the Agency, a description of the services provided by the Agency, the time frames of your involvement, and contact person and contact information for said Agency.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section 210.861, Revised Statutes of Missouri, prohibits membership on the board by certain persons, including current County Commissioners, those having any financial interest in any agency

receiving funds from the Children's Services Fund, and those employed by any agency receiving funds. In addition, the Boone County Commission, based on its experience with other board appointments and the experiences of other counties in the administration of other Children's Services funds, prohibits membership on the board by those who are board members or volunteers with agencies that receive funds, or are employed by, have a financial interest in, serve on the board of, or otherwise volunteer with affiliated organizations of those agencies receiving funds. For purposes of this policy, "affiliated organizations" are those organizations which are controlled by or have systemic legal relationships with an agency who receive funds from the Children's Services Fund. [For example, two entities controlled by the same Board of Directors or the same administration team or an entity that relies on another almost exclusively for its financial support. Many other examples of such affiliated organizations exist, and the intent of this policy is to examine the substance of the relationships between entities and not the strict legal organization they have chosen to employ.] The questions below are designed to determine if a prohibited conflict of interest exists and to allow for the disclosure of any conflicts that do not amount to a prohibition but, absent disclosure, would tend to indicate that a board member may have an appearance of a conflict of interest.

*For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage.* [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any "affiliated organization" of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children's Services Board? If yes, please explain.

No

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Have you or a related family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children's Services Fund at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

No

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Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

Have an interest in Services for kids. Also, I have become active in identifying and working with Veterans and their needs. The need for mental health

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services for kids and veterans is great.

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Are you or any family member now or have you or a related family member ever been employed by Boone County? If so, please give dates of employment, the position held, and describe if the position had any responsibilities or duties regarding the Boone County Children's Services Fund.

No

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Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Children's Services Fund? If so, identify the interest and the relationship.

No

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Have you ever been arrested, charged, or convicted of any felony?  Yes  No  
If yes, please explain.

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Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group?  Yes  No  
If yes, please explain.

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Have you ever been the subject of a substantiated allegation of abuse, neglect, or misconduct by any agency that involves care to others or abuse of others?  Yes  No  
If yes, please explain.

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Are your Boone County taxes paid in full to date?  Yes  No

If "No", please explain.

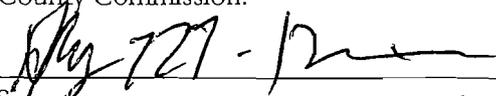
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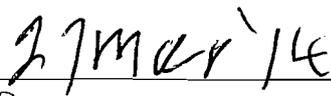
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References:

WB "Bart" Tichenor	Friend	573 864 4549	30 plus
<i>Name</i>	<i>Nature of Relationship</i>	<i>Contact Information</i>	<i>Years Known</i>
Gary Sapp	Friend	573 449 1663	30 Plus
<i>Name</i>	<i>Nature of Relationship</i>	<i>Contact Information</i>	<i>Years Known</i>

By my signature, I agree to comply fully with board policies, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Boone County Children's Services Fund Board and the Boone County Commission.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 10th day of April 20 14

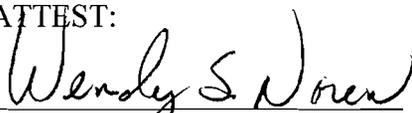
the following, among other proceedings, were had, viz:

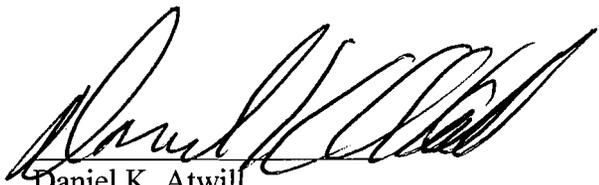
Now on this day the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
Harry D. Williams	Children's Services	April 18, 2014 through April 18, 2017

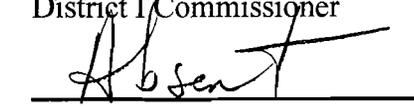
Done this 10th day of April, 2014.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner

## Application for Appointment to Boone County Children's Services Board

The Boone County Children's Services Board was established in 2013 with the passage of a special sales tax levy in November, 2012. The Board, in partnership with the Boone County Commission, is charged with making Boone County a better and healthier community through the provision of services to protect the well-being and safety of children under the age of nineteen (19) and their families. The Board's goal is to maximize positive outcomes in a transparent, accountable fashion in recognition of the fact that the taxpayers of Boone County are an important stakeholder and beneficiary of this program. The Board's partnership with the Boone County Commission allows it to benefit from the ability to hire dedicated, professional staff with competitive salary and benefits packages into a professional environment with supports that include facilities maintenance, purchasing, human resources, legal, auditing, and other organizational supports and synergies that stem from being integrated into Boone County government as a County department. This partnership also allows the Boone County taxpayers to benefit from a coordination of social service spending at the County level in order to avoid duplication of effort, ensure efficient spending of public resources, and increase transparency. Finally, being part of County government allows the Children's Services sales tax proceeds to retain its character as "local tax dollars," allowing for the pursuit of matching federal dollars through various federal programs administered through the State Department of Mental Health, State Department of Social Services, and other federal matching programs.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board and the conflict of interest policies promulgated by the County Commission and the Board. As appointees of a statutorily created Board with powers to direct the expenditure of public funds, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the Children's Services Board or the Boone County taxpayer. Certain types of conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

### APPLICATION

Name: Williams Harry D.  
*Last First Middle Initial*

Home Address: 1860 S. Rustic Rd

City: Columbia Zip: 65201

Employment Address: 601 Business Loop 70W Ste. 137C

City: Columbia Zip: 65203

At which address would you prefer to be contacted:  Home  Business

Email Address (where you wish to be contacted): reboman@hotmail.com

Home Phone: 573-499-4461 Business Phone: 573-449-8211

Section 210.861 RSMo requires board members be residents of Boone County. Are you a Boone County resident and how long have you lived in Boone County? 33 Years  
4 Months

Are you a registered voter?  Yes  No

Have you previously served as a member of a board? If yes, identify the board and the dates of service.

No

What other professional, civic or community endeavors are you currently involved in?

Pastor-Sugar Grove Missionary Baptist Church

Second Vice Moderator-Mt. Carmel District Association

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

Director of Legal Services- Dept. of Social Services - 2000 - 2008 General Counsel

Dept of Social Services (overlap dual positions - 2004 -2008) dates are approx.

Have you ever volunteered with or been employed by an agency that may provide services to eligible service recipients of the Children's Services Fund (examples include the following services provided to one under the age of 19 or their families: outpatient chemical dependency or psychiatry treatment services, counseling services, or other services as a result of being abused, neglected, runaway, homeless, or emotional disturbance, or services to an unwed mother)? If so, please list the Agency, a description of the services provided by the Agency, the time frames of your involvement, and contact person and contact information for said Agency.

No

Section 210.861, Revised Statutes of Missouri, prohibits membership on the board by certain persons, including current County Commissioners, those having any financial interest in any agency

receiving funds from the Children’s Services Fund, and those employed by any agency receiving funds. In addition, the Boone County Commission, based on its experience with other board appointments and the experiences of other counties in the administration of other Children’s Services funds, prohibits membership on the board by those who are board members or volunteers with agencies that receive funds, or are employed by, have a financial interest in, serve on the board of, or otherwise volunteer with affiliated organizations of those agencies receiving funds. For purposes of this policy, “affiliated organizations” are those organizations which are controlled by or have systemic legal relationships with an agency who receive funds from the Children’s Services Fund. [For example, two entities controlled by the same Board of Directors or the same administration team or an entity that relies on another almost exclusively for its financial support. Many other examples of such affiliated organizations exist, and the intent of this policy is to examine the substance of the relationships between entities and not the strict legal organization they have chosen to employ.] The questions below are designed to determine if a prohibited conflict of interest exists **and** to allow for the disclosure of any conflicts that do not amount to a prohibition but, absent disclosure, would tend to indicate that a board member may have an appearance of a conflict of interest.

***For purposes of the following questions, “related family member” is defined to include relationships within the third degree by blood or marriage.*** [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Do you or any related family member have any financial interest, directly or indirectly in any agency or entity, or are employed by any agency or entity, or volunteer or serve as a Board member of any agency or entity or any “affiliated organization” of any such agency or entity, that has applied for or receives funds from, or plans to apply for funds, or otherwise contracts, or subcontracts with the Boone County Children’s Services Board? If yes, please explain.

No

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Have you or a related family member applied for eligibility and been determined eligible or ineligible for funding from the Boone County Children’s Services Fund at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

No

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Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

I believe this is an opportunity for me to use my legal experience and background in the area of children services to add to the discussion of county child welfare issues

Are you or any family member now or have you or a related family member ever been employed by Boone County? If so, please give dates of employment, the position held, and describe if the position had any responsibilities or duties regarding the Boone County Children's Services Fund.

No

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Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Children's Services Fund? If so, identify the interest and the relationship.

No

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---

Have you ever been arrested, charged, or convicted of any felony?  Yes  No  
If yes, please explain.

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Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group?  Yes  No  
If yes, please explain.

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Have you ever been the subject of a substantiated allegation of abuse, neglect, or misconduct by any agency that involves care to others or abuse of others?  Yes  No  
If yes, please explain.

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Are your Boone County taxes paid in full to date?  Yes  No

If "No", please explain.

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References:

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<i>Name</i>	<i>Nature of Relationship</i>	<i>Contact Information</i>	<i>Years Known</i>
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<i>Name</i>	<i>Nature of Relationship</i>	<i>Contact Information</i>	<i>Years Known</i>
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By my signature, I agree to comply fully with board policies, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Boone County Children's Services Fund Board and the Boone County Commission.

  
Signature

03/27/2014  
Date

I Could not get the form to accept the references' names:  
John Williams 1701 S. Rustic Rd - Uncle by marriage- 18 years-573-449-5840  
John Small PH.D- Wakonda Family Institute- 2100 E. Broadway, Ste 315-  
573-291-1334