

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the November Adjourned Term. 20 02

In the County Commission of said county, on the 3rd day of January 20 02
 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the following budget revision:

Department Account and Title	Amount Decrease	Amount Increase
1251-71600: Equipment Lease	\$250.00	
1251-91400: Auto Truck	\$400.00	
1251-91300: Machinery and Equipment		\$650.00

Said budget revision is to transfer funds to cover the cost of a security system in the Information Center Lobby and Entrance Doors.

Done this 3rd day of January, 2002.

ATTEST:

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


 Don Stamper
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

BOONE COUNTY, MISSOURI

REQUEST FOR BUDGET REVISION

12-26-01
DATE

FOR AUDITORS USE

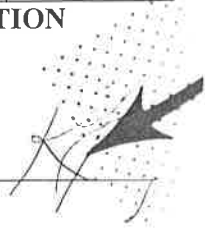
Department				Account				Account Title (or managerial code)	Transfer From (Decrease)	Transfer To (Increase)
1	2	5	1	7	1	6	0 0	EQUIP. LEASE	250.00	✓
1	2	5	1	9	1	4	0 0	AUTO TRUCK	400.00	
1	2	5	1	9	1	3	0 0	MACH. & EQUIP.		650.00

Explanation: TRANSFER TO COVER THE COST OF A SECURITY SYSTEM IN THE INFORMATION CENTER LOBBY AND ENTRANCE DOORS. SEE ATTACHED

[Signature]
Originating Office
[Signature]
 PRESIDING COMMISSIONER

[Signature]
 DISTRICT I COMMISSIONER

[Signature]
Approved - Auditor
[Signature]
 DISTRICT II COMMISSIONER



REC-27 87 3 101

BOONE COUNTY SHERIFF'S DEPARTMENT
INTER-OFFICE MEMORANDUM

DATE: December 26, 2001

TO: June Pitchford

FROM: Capt. Beverly Braun

SUBJECT: Security Camera set up for Information Center

June, we had an incident in our Information Center Lobby recently that could have had a very serious outcome had the incident turned out differently.

I am attaching a copy of the officer's shift notes concerning a mentally unstable individual who was in our lobby requesting an officer to speak to him. As it turned out this individual had a weapon concealed on his person. This person had requested one of our warrant clerks for a soda from our vending machines and our employee opened our locked door and handed the soda to him. Obviously, we have reinforced some of our security procedures since this occurrence.

This incident caused us to reevaluate our safety precautions for our employees and the need to install a camera and VCR type of recording device that will monitor the lobby. We requested one of our Reserve Officers, who is in the security field, to look over our lobby and door entrances and give recommendations. The camera will also be able to monitor both of the officer entrances as well. The total cost of this camera and VCR device will be approx. \$950-\$1,000. We will have approx. \$718. left in our class 9 accounts plus we will have some money left in our class 7 accounts. He can do the installation with the assistance of our maintenance person and will not cost anything other than the equipment.

I am requesting your approval to purchase this equipment with yr. 2001 money and get it installed as soon as possible.

P.S. It looks as though we waited until last minute, however, we only just got the recommendations.

2ND SHIFT

CHECK SUBJECT - IN BCSD LOBBY. MICHAEL CORBETT REQUESTED A DEPUTY SPEAK WITH HIM IN THE LOBBY. CORBETT ASKED KROHN FOR A GUN, A NEW CAR AND SOME FLASH CASH, AS HE WAS UNDERCOVER AND NEEDED THESE ITEMS. DET. BAKER CAME UP TO ASSIST. DURING AN INTERVIEW WITH KROHN AND BAKER, CORBETT NOT ONLY GAVE BAKER AN AMOUNT OF METH/COKE, BUT WE DISCOVERED CORBETT HAD A .40 PISTOL IN HIS WAISTBAND. AFTER FURTHER INTERVIEW, CORBETT WAS DETERMINED TO BE E.D.P. AND WAS BOOKED ON IMPERSONATING, POSSESSION, AND CCW. 528 KROHN D56 BAKER

2. CHECK SUBJECT - BCSD LOBBY. FEMALE FROM STODDARD COUNTY GIVEN ASSISTANCE WITH FILING FOR AN EX PARTE. C/N/R/ 528 KROHN

3. LARCENY/DELINQUENT BEHAVIOR - 8800 BRUSHY WAY. MIKE MELLOWAY HAD HIS SURVIVAL KNIFE TAKEN BY SHAUN ALLEN. MRS. MELLOWAY RECOVERED KNIFE, BUT MIKE WANTS DELINQUENT BEHAVIOR REPORT. 01-6273 528 KROHN

4. POLICE ALARM/BURGLARY - 8650 I-70 DR. SOUTHEAST (BASSETT

12-26-01

DATE

5199

VENDOR NO.

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

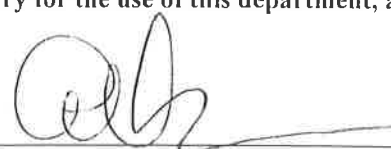
Bid Documentation
(Check One)

Vendor Name: SAMS CLUB
 Address: _____
 City, State, Zip: _____
 Ship To Dept. No. _____
 Bill To Dept. No. _____

Sole Source: _____
 Oral Bids (attached): _____
 Written Bids (attached): _____
 Bid or Co. Order Number: _____
 Not Required: _____

Department				Account					Item Description (or managerial code)	Qty	Unit Price	Amount
1	2	5	1	9	1	3	0	0	SAMSUNG SECURITY SYSTEM	1	599.98	599.98
1	2	5	1	9	1	3	0	0	SAMSUNG SECURITY VCR	1	349.98	349.98
												949.96

I certify that the goods, services or charges above specified are necessary for the use of this department, and are solely for the benefit of the county.



 Requesting Official

County Commission Approval

Auditor Approval



SAM'S Club 8163
Membership Warehouse

Phone-573-875-2979
Fax-573-442-2515
Receiving: 573-875-2441

ATTN: Lisa Quick

FROM: Jim Yankee

Lisa,
Here is the pricing you requested:

Description	Item #	Price Per Unit
Samsung 17" Security System	729596	\$599.98
Samsung Security VCR	729589	\$349.98

*Prices are good for 12-26-01 and are subject to change

Feel free to call me at 875-2979 with any questions regarding these or any other products.

☆ -100 bid from
TEC Electronics

101 Conley Road
Columbia, Missouri 65201
FAX (573) 442-2651 Phone (573) 875-2979

FAX-874-8953

Lisa Quick

~~12"~~

12" BiW Quad Monitor ^{w/camera} \$ 450.00

3x BiW 1/3" CCD camera 1 @ 170.00

Time-lapse recorder 400.00

1,360.00

+ TAX

NOT exact = approx. 1,550.00

Radio Shack

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the November Adjourned Term. 20 02

In the County Commission of said county, on the 3rd day of January 20 02
 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the following budget amendment:

Department Account and Title	Amount Increase
1262-03411: Federal Grant Reimbursement	\$9,812.00
1262-10100: Salaries and Wages	\$9,029.00
1262-10200: FICA	\$691.00
1262-10350: Life Insurance	\$8.00
1262-10400: Workman's Compensation	\$42.00
1262-10325: Disability	\$42.00

Said budget amendment is for the Victim Witness Grant program which is from October 1 to December 31, 2001 (C0277-2001)

Done this 3rd day of January, 2002.

ATTEST:

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

Don Stamper
 Don Stamper
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

BOONE COUNTY, MISSOURI

1st Read 12/18
2nd Read 12/28 ->

REQUEST FOR BUDGET AMENDMENT

2-2002
RECEIVED DEC 13 2001

12/13/01
DATE

FOR AUDITORS USE

Department				Account					Account Title (or managerial code)	Decrease	Increase
1	2	6	2	0	3	4	1	1	FEDERAL GRANT REIMBURSEMENT		9,812
1	2	6	2	1	0	1	0	0	SALARIES & WAGES		9,029
1	2	6	2	1	0	2	0	0	FICA		691
1	2	6	2	1	0	3	5	0	LIFE INSURANCE		8
1	2	6	2	1	0	4	0	0	WORKMAN'S COMP		42
1	2	6	2	1	0	3	2	5	DISABILITY		42

Explanation:

VICTIM WITNESS GRANT 10-1/12-31/2001 CO277-2001

 Originating Office	 DISTRICT I COMMISSIONER	 DISTRICT II COMMISSIONER
 PRESIDING COMMISSIONER	Approved - Auditor	

BUDGET AMENDMENT PROCEDURES

- Schedule as a budget amendment item on a commission agenda, noted as a first reading. At least 5 days notice of the hearing is required.
 - A copy of the budget amendment and all attachments must be available for public inspection and review, (the clerk's copy would serve this purpose).
- Final commission approval must be at least 10 calendar days after the first reading.

NOTE: The 10 day comment period may not be waived.

12/13/01

Budget Amendment Calculation - Victim Response Team Grant 10/1/2001 to 12/31/2001

	<u>Account</u>	<u>Account Name</u>	<u>Salary Per Hour</u>	<u>Hours 10/1-12/31</u>	<u>Rate * Hours</u>
Crime Victim Counselor	10100	Salaries & Wages	17.10	528	\$9,029
	10200	FICA (7.65%)			691
	10350	Life Insurance (\$2.75/mo)			8
	10400	Workman's Comp (.0046)			42
	10325	Disability (.0046)			42
					<u>\$9,812</u>

12/14/01

FY 2001
Budget Amendments/Revisions
Victim Witness (1262)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	9/13/01	37220 84700	Travel Witness Expense	16	16	Cover travel expense for Mark Koch, National Victim Organization Conference	Account 37220 Travel - 2001 Budget \$812 YTD Actual \$1,168.06 Class 3 Dues, Travel & Training - 2001 Budget \$3,934 YTD Actual \$3,464.50 Account 84700 Witness Expense - 2001 Budget \$3,500 YTD Actual \$1,221.94 Class 8 Other - 2001 Budget \$3,900 YTD Actual \$1,525.54
2	12/7/01	84800 23001	Transcripts Printing	750	750	Cover cost of transcripts for remainder of year	Account 84800 Transcripts - 2001 Budget \$100 YTD Actual \$1,061.10 Class 8 Other - 2001 Budget \$3,884 YTD Actual \$3,298.60 Account 23001 Printing - 2001 Budget \$3,388 YTD Actual \$1,476 Class 2 Materials & Supplies - 2001 Budget \$5,228 YTD Actual \$2,481.41
3	12/13/01	3411 10100 10200 10350 10400 10325	Federal Grant Reimbursement Salaries & Wages FICA Life Insurance Workman's Comp Disability	9,812 9,029 691 8 42 42		Victim Witness Grant 10-1/12-31/2001 CO 277-2001	There appears to be sufficient budget in Class 2 to cover this budget revision request. The 2002 Budget for Account 84800 Transcripts is \$100 and the 2000 Actual was \$34.

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STATE OF MISSOURI }
 County of Boone } ea.

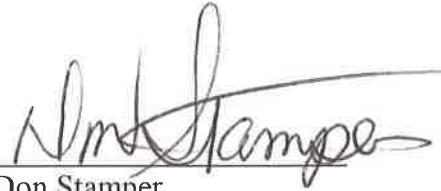
January Session of the November Adjourned Term. 20 02

In the County Commission of said county, on the 3rd day of January 20 02

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

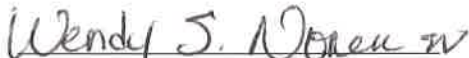
Now on this day, the County Commission of the County of Boone does hereby approve the agreement between the County of Boone and Mitzel and Scroggs Architects, Inc for the Public Works South Facility building expansion. It is further ordered that the Presiding Commissioner be hereby authorized to sign the agreement.

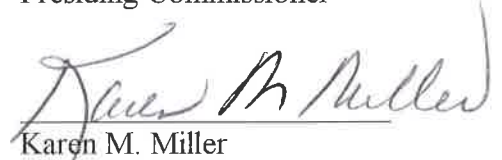
Done this 3rd day of January, 2002.



Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

12/21/01

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI

DATE

7469

VENDOR NO.

Bid Documentation
(Check One)

Vendor Name: Mitzel & Scroggs Architects

Sole Source: _____

Address: _____

Oral Bids (attached): _____

Written Bids (attached): _____

City, State, Zip: _____

Bid or Co. Order Number: _____

2045 - PW D & C

Prof Svcs

Bill To Dept. No. _____

Not Required: _____

2045 - PW D & C

Ship To Dept. No. _____

Department				Account				Item Description (or managerial code)	Qty	Unit Price	Amount	
2	0	4	5	7	1	1	0	2	PHASE I ENGINEERING SERVICES	1		5,900
2	0	4	5	7	1	1	0	2	PHASE I REIMBURSABLES	1		2,425
2	0	4	5	7	1	1	0	2	PHASE II ENGINEERING SERVICES	1		6,990
2	0	4	5	7	1	1	0	2	PHASE II REIMBURSABLES	1		2,425
								CLERK'S OFFICE				
								*DO NOT UNSTAPLE THESE PAGES				
								*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO ANNIE.				

I certify that the goods, services or charges above specified are necessary for the use of this department, and are solely for the benefit of the county.

County Commission Approval

Requesting Official

Auditor Approval

AGREEMENT FOR ARCHITECTURAL SERVICES

This agreement dated the 3rd day of JANUARY, 2002 is made by and between Boone County, Missouri through its Boone County Commission, herein Owner, and Mitzel + Scroggs Architects, Inc., herein Architect.

In consideration of the performance of the agreements herein contained the parties agree as follows:

- 1. Project Description - The architect agrees to provide architectural services as enumerated in this agreement for purposes of constructing a new approximate 3000 square foot pre-engineered addition to the Boone County Public Works Department building located at 5551 Highway 63 South, designated as Phase I, and renovation of the existing facility to relocate existing storage functions and remodel for new office areas on the ground level, designated as Phase II.
- 2. Basic Services - The Architect shall provide as basic services all architectural services including but not limited to necessary structural, mechanical, civil and electrical engineering services in connection with the project. Services shall include the following:
 - 2.1 Architect shall provide Architectural, Engineering, Planning, and Design Services for development of documents for referenced project.
 - 2.2 Architect team shall provide assistance to Owner in developing a program and reviewing program requirements.
 - 2.3 Architect shall prepare Preliminary Design Drawings for your review, comment and approval.
 - 2.4 Based upon reviewed and approved Preliminary Design Documents, Architect shall prepare Construction Documents (plans and specifications) and shall assist Owner in Bidding.
 - 2.5 After award of a construction contract, the Architect shall periodically visit the construction site and familiarize himself with the progress and quality of work and determine in general whether it is in conformity with the contract documents. Such visits shall be at a minimum once per month to certify contractor payment requests and as necessary to render timely interpretations and decisions pertaining to the contract documents and changes thereto. In this regard the Architect shall have authority to reject work which does not conform to the contract documents and may require special inspection or testing of work or material or equipment to be installed in the project as is necessary to obtain compliance with the contract documents. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection, with the work, since these are solely the contractor's responsibility under the contract for construction. The Architect and its consultants shall also review shop drawings, product data and samples as required by the contract documents for purpose of determining whether materials, equipment and machinery incorporated into the project are in compliance with the contract documents; all such reviews

shall be done in a timely manner so as not to delay construction. The Architect and its consultants shall also review and certify contract payment requests and change orders, issue interpretations of the contract documents and order changes in the work which do not involve adjustment of the contract amount or time extension if said changes are necessary in order to make the work comply with the contract documents; all such work shall also be done in a timely manner so as not to delay construction. In this regard the Architect and its consultants shall interpret the requirements in the contract documents and endeavor to secure contractor compliance therewith and shall render all decisions pertaining to the foregoing within a reasonable time so as not to delay the project. The Architect shall not be responsible for the contractor's schedules or failure to carry out the work in accordance with the contract documents. The Architect shall also certify the date and fact of substantial completion of the project as well as final completion and issue appropriate certificates and certify contractor payments therefor.

2.6 At or before final completion the Architect shall prepare updated record drawings and related documents incorporating all significant changes in the work based on marked-up drawings furnished by contractor to Architect. The Architect shall also provide the Owner with computer disk copies of all final updated drawings and specifications prepared by computer drafting and related word processing programs.

3. Scope of Basic Services - It is understood and agreed that the Architect shall provide all architectural services necessary, including engineering and other consultant services, not identified as the responsibility of the Owner for completion of the project within the approved budget established by the Owner. However, it is understood and agreed that the Architect shall not be required to provide alternative designs which significantly change the scope of the work for cost estimating or bidding purposes beyond the preliminary schematic design, nor shall the Architect be required to make revisions in drawings, specifications or other documents which are inconsistent with approvals or instructions previously given by the Owner and necessitated by change in the Owner's program or project budget unless such revisions are compensated as an additional service as herein prescribed. In addition, the Architect shall not be required to revise drawings, specifications or other documents due to the Owner's failure to render decisions in a timely manner, or due to Owner initiated changes in the scope of the project which include significant changes in the size, quality or complexity of the design. However, it is agreed that the Architect shall endeavor to design the project and prepare plans and specifications so that the combined total of all acceptable bids received shall not exceed the approved construction budget as mutually agreed by the Owner and the Architect. The final design shall consist of base bid package, plus base bid add alternates agreed upon by the Owner and Architect. Alternates may be prepared by the Architect as deemed appropriate by the Architect and the Owner so that the expense of the total project may be within the total construction budget as approved by the Owner.

4. Additional Services - Services not normally or customarily included within basic architectural services as described herein shall be considered additional services entitling the Architect to additional compensation as set forth in the attached schedule of hourly rates for the Architect's employees. No compensation shall be paid for any service rendered by the Architect considered an additional service unless rendition of that service and expense thereof has been authorized by the Owner in writing in advance of performance of such service. Any additional services performed by the Architect prior to such authorization by the Owner shall be deemed a part of the basic architectural services, whether enumerated in this agreement or not, for which the Architect shall be entitled to no additional compensation.

5. Owner's Responsibility - The Owner shall be responsible for the following:
 - 5.1 The Owner shall provide the Architect with all information pertaining to the Owner's requirements for the project including full program information, design objectives, design restraints and criteria for users as well as special equipment systems and requirements for building use.
 - 5.2 The Owner shall also be responsible for financing the project and insuring adequate funding within the overall budget and specific budget categories established for the project.
 - 5.3 The Owner shall designate one member of the County Commission to act as the Owner's representative whose authority to act on behalf of the Owner shall be clearly articulated in terms of decision-making powers and limitations.
 - 5.4 The Owner shall be responsible for examining documents submitted by the Architect and rendering decisions as necessary in a prompt manner avoiding unreasonable delays in the progress of architectural work or actual construction itself.
 - 5.5 The Owner shall be responsible for furnishing a legal description for the site, certified land survey of the site as specified by the Architect, geotechnical services specified by the Architect, structural, mechanical, chemical or other laboratory tests, inspections and reports as may be specified by the Architect together with such legal and accounting services and insurance as may be necessary for the project. It is understood and agreed that the Architect shall be responsible for specifying services necessary for the project and assisting the Owner in preparing consultant proposal requests, consultant selection, coordination and administration of owner-contracted consultant services for purposes of preparation of the contract documents and endeavoring to insure compliance therewith.

6. Coordination with Construction Manager - It is agreed that in the event the Owner retains a construction manager for this project (whether from the Owner's staff or by separate contract) that the Architect and the Construction Manager shall meet and develop a task outline consistent with the requirements of this contract and which specifies the duties and responsibilities of the Architect and Construction Manager throughout the design phase and construction phase of the project which shall be fully agreed upon by the Architect, Owner and Construction Manager and made a part of the contract of the Architect and the Construction Manager. It is also agreed

that the Owner and the Architect shall at all times work in good faith with the Construction Manager and fulfill all duties and responsibilities agreed upon under the task outline in coordination with the Construction Manager.

7. Compensation - The Architect shall be compensated for basic services under this agreement in the lump sum amounts as follows: five thousand, nine hundred dollars (\$5,900.00) for design, bidding and construction phases of base bid package and design and bidding phase for alternates, if applicable, for Phase I; six thousand, nine hundred ninety dollars (\$6,990.00) for design, bidding and construction phases of base bid package and design and bidding phase for alternates, if applicable, for Phase II. The Architect's compensation for services shall be payable in equal monthly installments through completion of construction documents, but no more than 80% of the contract amount for the base bid package and any alternates, if applicable, shall be paid prior to the conclusion of the bidding phase. Subsequent monthly payments shall be made in proportion to the progress of the work. Payment shall be due and payable within 30 days after invoice and if unpaid thereafter shall bear interest at a rate of 9% per annum, provided however, that the Owner shall not be liable for payment of interest for payments overdue on account of billing errors on the part of the Architect or for disputed amounts which are resolved in favor of the Owner. In the event services under this agreement are not completed within 24 months from the date hereof due to no fault of the Architect, then payment for services required of the Architect shall be equitably adjusted but in no event in excess of the hourly rates set forth in the attached exhibit outlining the hourly rates for employees of the Architect and/or the actual cost of outside consultants approved by the Owner.
8. Reimbursable Expenses - The Owner shall be responsible for payment to the Architect of reimbursable expenses identified in the attached schedule of reimbursable expenses and shall have no responsibility or liability for any other reimbursable expenses unless approved in writing by the Owner prior to those expenses being incurred. All authorized reimbursable expenses shall be paid within 30 days of receipt by the Owner of itemized invoices therefor. The Architect and his consultant shall retain receipts and documentation for all reimbursable expenses, copies of which shall be submitted with each billing. The Owner reserves the right to decline payment on undocumented reimbursable expenses, and to establish reasonable conditions and limits on reimbursable expenses as deemed appropriate by the Owner and the Architect. Reimbursable expenses shall not exceed the amounts specified in the schedule of Reimbursements set forth in attached exhibit.
9. Owner Authorization - Whenever the term Owner is used in this agreement it shall mean the Boone County Commission. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any agreement without having obtained prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard it is understood and agreed that the Architect shall not be entitled to rely upon verbal

or written representations of any county commissioner or other person in deviation to the terms and conditions of this agreement or as authorization provide any additional services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's Representative is used it shall mean the duly appointed Boone County Commissioner who has been appointed to act as the Commission's representative on this project. It is understood and agreed that the Owner's representative has only that authority which has been previously authorized by recorded majority vote of the Boone County Commission and it shall be the duty of the Owner's representative to prove to Architect whether or not such authority has been granted before incurring any expense or providing any service which is not previously authorized under this agreement or any Owner authorized modification thereto.

10. Termination or Suspension - This agreement may be terminated by the Owner for any reason upon at least 15 days written notice to the Architect. Upon termination, the Architect shall immediately discontinue all services and deliver to the Owner a final invoice for all services rendered to the termination date. Upon payment of this invoice, the Architect shall deliver any and all drawings, plans and specifications or other documents prepared as instruments of service under this agreement whether complete or in progress. It is further agreed that if services are terminated at the conclusion of the construction documents phase, the Architect shall be paid 75% of the total amount of compensation due under this agreement and 80% if services are terminated at the conclusion of the bidding phase. If the Owner questions the extent of work on the final invoice it shall have every opportunity to review and evaluate all work which the invoice is based on in the offices of the Architect prior to payment. If the project is suspended by the Owner for a period of more than 30 consecutive days, and the Architect's services have not been terminated, the Architect shall be entitled to a claim compensation from the Owner for any reasonable expenses it has incurred which can be documented that were a direct result of such suspension and are not otherwise compensated under this agreement. This agreement may also be terminated by either party upon not less than 7 days written notice in the event the other party shall substantially fail to perform in accordance the terms and conditions of this agreement through no fault of the party initiating termination.
11. Architectural Work Product - The Owner acknowledges that the Architect's completed contract documents as instruments of professional service. Nevertheless, the completed contract documents prepared under this agreement shall become the property of the Owner whether the project for which they are prepared is executed or not. The Architect shall deliver to the Owner updated contract documents upon final completion of the project as specified in section 2.6 of this agreement or reproducible copies of same as they exist at the date of termination, whichever occurs earlier. The Architect shall be permitted to retain reproducible copies of the contract documents for information, reference or other uses as it deems appropriate without written authorization of the Owner. The Owner agrees to make no claims against the Architect for losses arising out of any reuse of the contract documents.

12. Insurance - The Owner shall carry Builder's Risk or All Risk Insurance at its own expense during the construction phase of this agreement. The Architect shall be listed on the policy as an additional insured. The Architect shall carry and maintain professional liability insurance during the term of this agreement and for 3 calendar years after project substantial completion, (or beneficial occupancy of the final phase) in amount of at least \$500,000 and shall provide the Owner with certificates and/or copies of policies thereof upon request. Failure of the Architect to obtain or maintain such insurance or to provide proper proofs thereof shall not diminish, waive, or otherwise reduce the Architect's obligation to provide and maintain such insurance coverage as specified above.

14. Miscellaneous Provisions - The following miscellaneous provisions shall be applicable:
 - 14.1. This agreement shall be governed by the laws of the State of Missouri and it is agreed that it is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to this agreement.
 - 14.2. This agreement constitutes the entire agreement between the Owner and Architect and supersedes any prior negotiations, representations or agreement, whether written or oral, and may be only amended by a written instrument signed by both the Owner and Architect.
 - 14.3. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors, assigns or legal representatives and neither party shall assign or otherwise subcontract or delegate their obligations under this agreement except as may be authorized herein or authorized by the Owner in writing prior to such subcontract or delegation.
 - 14.4. It is understood and agreed that the Architect may not retain any consultant or delegate performance of any of its duties under this agreement without first obtaining the written authorization of the Owner. In addition, the Owner shall be authorized to direct the Architect to remove any consultant from the project when there are reasonable grounds to believe that such consultant is insolvent or the consultant's performance is deficient due to professional errors, omissions, unreasonable delays in performance, or such other causes which result in the Owner incurring unforeseen or unnecessary additional construction costs or other additional expenses.
 - 14.5. The Architect agrees to maintain all records pertaining to payments received from and debts incurred on behalf of the Owner in accordance with generally accepted accounting principles and make same available for inspection and review by the Owner's auditor subject to any applicable proprietary rights or other privilege or confidentiality authorized or required by law.
 - 14.6. The Architect shall perform the services described in this Agreement with the degree of care, skill and diligence ordinarily exercised under similar conditions and in the performance of similar services with respect to projects of a similar nature to those services contemplated by this agreement by competent members of the architectural and engineering professions

practicing in the area of the location of the project.

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

Mitzel + Scroggs Architects, Inc.


By:


Donald C. Mitzel, AIA
President

Boone County, Missouri
By Boone County Commission


Presiding Commissioner

ATTEST:

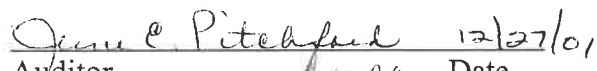

Wendy S. Worenski
County Clerk

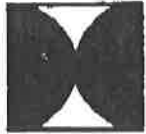
APPROVED AS TO FORM:


County Counselor

CERTIFICATION:

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


Auditor *hyse* Date 12/27/01
2045-71102 \$17,740



mitzel + scroggs ARCHITECTS INC.
2401 EAST BROADWAY • COLUMBIA, MISSOURI 65201-6118 • TEL (573)449-0951 •

DONALD C. MITZEL A.I.A. PRES. •
STUART S. SCROGGS A.I.A. V.P. •

December 20, 2001

Mr. John Patton, Attorney
16 N. Eighth Street
Columbia, MO 65201

RE: Agreement for Architectural Services
Addition & Renovation to
Boone County Public Works Building
5551 Hwy 63 South
Columbia, MO 65201

Dear Mr. Patton:

Enclosed is our list of reimbursable expenses as per your request:

1.	Printing for reviews - Phase I	\$ 180.00
	Printing for reviews - Phase II	\$ 180.00
2.	Printing for 60 sets of Bidding Documents - Phase I (Allowance)	\$2,220.00
	Printing for 60 sets of Bidding Documents - Phase II (Allowance)	\$2,220.00
3.	Long Distance Phone Calls	\$ 50.00

We trust the above is satisfactory.

Very truly yours,

Donald C. Mitzel, AIA

DM/cwk

cc: Mr. David Minks

FAX NO.

(573) 449 - 0921

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the November Adjourned

Term. 20 02

In the County Commission of said county, on the

3rd

day of

January

20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the following budget revision:

Department Account and Title	Amount Decrease	Amount Increase
6101-86800: Emergency	\$1,100.00	
6101-23035: Expendable Supplies		\$600.00
6101-23050: Housekeeping Supplies		\$500.00
6101-59200: Local Mileage	\$400.00	
6101-23035: Expendable Supplies		\$400.00

Said budget revision is to transfer funds for needed housekeeping supplies.

Done this 3rd day of January, 2002.

ATTEST:

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

Don Stamper
 Don Stamper
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

12/14/01

FY 2001
Budget Amendments/Revisions
Housekeeping (6101)

Index #	Date Recd	Account	Account Name	\$ Increase	\$ Decrease	Reason/Justification	Comments
1	3/2/01	86800 91300	Emergency Machinery & Equipment	2,700	(2,700)	Purchase floor scrubber for Government Center	There appears to be sufficient funds in 86800 Emergency and in Class 8
2	11/30/01	23035 23050 86800 59200	Maintenance Supplies Other Supplies Emergency Local Mileage	1,000 500	1,100 400	Cover housekeeping supplies through the end of the year	Account 23035 Maintenance Supplies - 2001 Budget \$13,400 YTD Actual \$9,965. Account 23050 Other Supplies - 2001 Budget \$1,490 YTD Actual \$4,033.91 Class 2 Materials & Supplies - 2001 Budget \$16,490 YTD Actual \$16,040.88 Account 86800 Emergency - 2001 Budget \$3,800 YTD Actual \$2,700 A copy of the emergency spreadsheet is attached. Account 59200 Local Mileage - 2001 Budget \$700 YTD Actual \$180.70 Class 5 Vehicle Expense - 2001 Budget \$700 YTD Actual \$180.70 There appears to be sufficient budget in 86800 Emergency and in Class 5 to cover this budget revision request.

2001 Emergency Fund
6101-86800

DATE	ACCOUNT	AMOUNT	BALANCE	DESCRIPTION
1-1-2001		3,800	3,800	Original Budget
3-14-2001	91300	(2,700)	1,100	Purchase commercial floor scrubber
11-30-2001	23035, 23050	(1,100)	-	Cover housekeeping supplies through the end of the year
Total Revisions		<u>(3,800)</u>		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the November Adjourned Term. 20 02

In the County Commission of said county, on the 3rd day of January 20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the request by Anthony Scott and Beth Sebastian to rezone from A-R (Agriculture Residential) to R-M (Moderate Density Residential) of 1.62 acres, more or less, located at 6650 W. Sugar Creek Rd., Columbia.


Done this 3rd day of January, 2002.



Don Stamper
 Presiding Commissioner

ATTEST:

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



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the November Adjourned Term. 20 02

In the County Commission of said county, on the 3rd day of January 20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the request by Ross and Natalina Nichols to rezone from R-M (Moderate Density Residential) to M-LP (Planned Industrial) of 5 acres, more or less, located at 1401 E. Prathersville Rd., Columbia.

Done this 3rd day of January, 2002.


Don Stamper
Presiding Commissioner

ATTEST:

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


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the November Adjourned Term. 20 02

In the County Commission of said county, on the 3rd day of January 20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the request by Simon Development and Equipment Company on behalf of the Ancient Free and Accepted Masons of the Grand Lodge of Missouri to rezone from A-2 (Agriculture) to C-GP (Planned Commercial) of 6.67 acres, more or less, and approve a *Review Plan* for the development, located at 6100 N. Masonic Dr., Columbia.

Done this 3rd day of January, 2002.

ATTEST:

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

Don Stamper

Don Stamper
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Skip Elkin

Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the November Adjourned Term. 20 02

In the County Commission of said county, on the 3rd day of January, 20 02


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

Now on this day, the County Commission of the County of Boone does hereby deny the request by Jim Hayes and Dean Mayfield on behalf of Bo Nagai for a permit for a massage parlor pending submission of findings of facts and conclusions of law, located at 5207 Highway 63 North, Columbia.

Done this 3rd day of January, 2002.


 Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner