

CERTIFIED COPY OF ORDER

March Session of the February Adjourned Term. 20 02


STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the 19th day of March 20 02


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

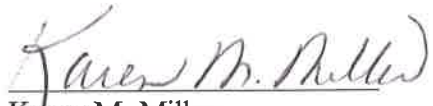
Now on this day, the County Commission of the County of Boone does hereby award bid 08-19FEB02 for Carr Lane Culvert Replacement project to C.L. Richardson Construction. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 19th day of March, 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

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 08-19FEB02 – Carr Lane Culvert Replacement
DATE: March 11, 2002

The Public Works Department and I have reviewed the bids submitted and recommend rejecting the bid from JC Industries. They did not submit the DBE Participation Attachment that was required. We further recommend awarding to the next lowest bidder, C. L. Richardson Construction for the contract amount \$59,419.80. The amount estimated for this project was \$70,000. This is to be paid out of organization 2045 account 71100.

Attached is the bid tabulation for your review.

Award Amt: \$59,419.80
Avg Bid: \$80,761.70
Savings: \$21,341.90

Bid Tabulation
08-19FEB02 - Carr Lane Culvert Replacement

BID Item	Units	Quan.	Boone Construction Co.		APAC - Missouri		N-J Wilson Contracting		Don Schnieders Excavating Co. Inc.	
			Unit Price	Extend Price	Unit Price	Extend Price	Unit Price	Extend Price	Unit Price	Extend Price
Mobilization	LS	1	\$3,250.00	\$3,250.00	\$6,088.69	\$6,088.69	\$2,330.30	\$2,330.30	\$6,501.50	\$6,501.50
Excavation/Embankment	LS	1	\$14,750.00	\$14,750.00	\$11,695.63	\$11,695.63	\$4,485.00	\$4,485.00	\$10,400.00	\$10,400.00
Removals	LS	1	\$14,000.00	\$14,000.00	\$10,830.66	\$10,830.66	\$5,650.00	\$5,650.00	\$3,530.00	\$3,530.00
1" Surface Rock	Ton	165	\$11.00	\$1,815.00	\$16.48	\$2,719.20	\$11.75	\$1,938.75	\$13.30	\$2,194.50
2 1/2" Minus Rock for Base	Ton	300	\$10.00	\$3,000.00	\$13.73	\$4,119.00	\$10.66	\$3,198.00	\$15.15	\$4,545.00
58 LF Multi Plate Structural Culvert	LS	1	\$42,000.00	\$42,000.00	\$44,067.12	\$44,067.12	\$31,113.82	\$31,113.82	\$41,200.00	\$41,200.00
Construction Staking	LS	1	\$3,750.00	\$3,750.00	\$3,570.00	\$3,570.00	\$2,150.00	\$2,150.00	\$2,000.00	\$2,000.00
Seed, Mulch, Fertilize all disturbed areas	LS	1	\$5,000.00	\$5,000.00	\$5,250.00	\$5,250.00	\$1,623.17	\$1,623.17	\$1,570.00	\$1,570.00
Type 1 Rock Blanket	CY	47	\$26.00	\$1,222.00	\$39.61	\$1,861.67	\$31.00	\$1,457.00	\$75.00	\$3,525.00
Type 2 Rock Blanket	CY	178	\$31.00	\$5,518.00	\$30.63	\$5,452.14	\$32.00	\$5,696.00	\$48.00	\$8,544.00
Traffic Control	LS	1	\$2,162.50	\$2,162.50	\$2,270.63	\$2,270.63	\$1,603.10	\$1,603.10	\$2,250.00	\$2,250.00
TOTAL PRICE				\$96,467.50		\$97,924.74		\$61,245.14		\$86,260.00

Submissions

Bid Response			Yes	Yes	Yes	Yes	Yes	Yes
Bidders Qualifications			Yes	Yes	Yes	Yes	Yes	Yes
Bidding Forms			Yes	Yes	Yes	Yes	Yes	Yes
Addendum Acknowledgment			Yes	Yes	Yes	Yes	Yes	Yes
Anti-Collusion Statement			Yes	Yes	Yes	Yes	Yes	Yes
Signature and Identity of Bidder			Yes	Yes	Yes	Yes	Yes	Yes
Bidders Acknowledgment			Yes	Yes	Yes	Yes	Yes	Yes
DBE Participation Attachment			Yes	Yes	Yes	Yes	No	No
Bid Bond			Yes	Yes	Yes	Yes	Yes	Yes

No Bids:
 Key Equipment & Supply Co.

BID Item	Units	Quan.	J. C. Industries		Columbia Curb & Gutter		Aplex, Inc.		C. L. Richardson	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Mobilization	LS	1	\$4,200.00	\$4,200.00	\$2,660.00	\$2,660.00	\$6,000.00	\$6,000.00	\$1,425.00	\$1,425.00
Excavation/Embankment	LS	1	\$5,000.00	\$5,000.00	\$6,600.00	\$6,600.00	\$30,000.00	\$30,000.00	\$4,100.00	\$4,100.00
Removals	LS	1	\$2,500.00	\$2,500.00	\$4,700.00	\$4,700.00	\$2,000.00	\$2,000.00	\$1,490.00	\$1,490.00
1" Surface Rock	Ton	165	\$15.00	\$2,475.00	\$14.00	\$2,310.00	\$12.00	\$1,980.00	\$7.90	\$1,303.50
2 1/2" Minus Rock for Base	Ton	300	\$16.00	\$4,800.00	\$15.00	\$4,500.00	\$9.50	\$2,850.00	\$6.90	\$2,070.00
58 LF Multi Plate Structural Culvert	LS	1	\$24,800.00	\$24,800.00	\$57,457.00	\$57,457.00	\$26,950.00	\$26,950.00	\$41,000.00	\$41,000.00
Construction Staking	LS	1	\$3,740.00	\$3,740.00	\$2,500.00	\$2,500.00	\$1,920.00	\$1,920.00	\$675.00	\$675.00
Seed, Mulch, Fertilize all disturbed areas	LS	1	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00
Type 1 Rock Blanket	CY	47	\$38.30	\$1,800.10	\$82.70	\$3,886.90	\$35.00	\$1,645.00	\$14.50	\$681.50
Type 2 Rock Blanket	CY	178	\$39.00	\$6,942.00	\$46.80	\$8,330.40	\$35.00	\$6,230.00	\$16.60	\$2,954.80
Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,720.00	\$2,720.00
TOTAL PRICE				\$59,257.10		\$97,944.30		\$87,575.00		\$59,419.80
Submissions										
Bid Response			Yes		Yes		Yes		Yes	
Bidders Qualifications			Yes		Yes		Yes		Yes	
Bidding Forms			Yes		Yes		Yes		Yes	
Addendum Acknowledgment			Yes		Yes		Yes		Yes	
Anti-Collusion Statement			Yes		Yes		Yes		Yes	
Signature and Identity of Bidder			Yes		Yes		Yes		Yes	
Bidders Acknowledgment			Yes		Yes		Yes		Yes	
DBE Participation Attachment			No		No		No		Yes	
Bid Bond			Yes		Yes		Yes		Yes	

Opened by: Melinda Bobbitt

Recorded by: Michelle Sorensen

Date: 2/19/02

Time: 1:31 p.m.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and C. L. Richardson Construction (hereinafter referred to as the Contractor).

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

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

BID NUMBER 08-19FEB02
CARR LANE CULVERT REPLACEMENT
PROJECT NO. 9672-A
BOONE COUNTY, MISSOURI

The following contract documents and any applicable Addenda, are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidder's Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Affidavit - Prevailing Wage
16. Technical Specifications
17. Special Provisions
18. State Prevailing Wage Rates
19. DBE Requirements
20. Geo-technical Investigation
21. Permts and Water Quality Certifications
22. Boone County Standard Terms and Conditions
23. Notice to Proceed
24. All applicable addenda

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri

Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 2-9-20 RSMo. The Contractor further agrees that it will comply with all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

Fifty-nine thousand, four hundred nineteen dollars and eighty cents (\$59,419.80)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 3-19-02 at Columbia, Missouri.
(Date)

OWNER, BOONE COUNTY, MISSOURI

By: Don Stamper
Don Stamper, Presiding Commissioner

ATTEST:

Wendy J. Noren
Wendy Noren, County Clerk

CONTRACTOR:

C. L. RICHARDSON
15475 HWY # 03

By: C. L. Richardson
Authorized Representative Signature

By: C. L. RICHARDSON
Authorized Representative Printed Name

Approved as to Legal Form:

John Patton
Boone County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

2045-71100 \$59,419.80

Jane C. Pitchford
Signature

3/19/02
Date

Appropriation Account

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MD
R1CHA17

DATE (MM/DD/YY)
03/25/02

PRODUCER
Rollins-Vandiver-Digges, Inc.
2nd N. 8th Street, Ste. 200
Box 7407
Columbia MO 65205-7407
Phone: 573-875-4800 Fax: 573-875-4514

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A:	The Cincinnati Insurance Co.
INSURER B:	Cincinnati Casualty Co.
INSURER C:	
INSURER D:	
INSURER E:	

INSURED


C. L. Richardson Construction
15475 Hwy. 63 S.
Ashland MO 65010

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP 067 23 88	07/01/01	07/01/02	EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ N/A
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CPA 067 23 88	07/01/01	07/01/02	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
A	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CCC 439 95 38	07/01/01	07/01/02	EACH OCCURRENCE	\$ 1,000,000
					AGGREGATE	\$ 1,000,000
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC8960833-04	07/01/01	07/01/02	<input type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER	
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
A	OTHER Leased/Rented Equi	CPP 067 23 88	07/01/01	07/01/02	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
						\$ 360,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: Carr Lane Culvert Replacement #08-19FEB02

CERTIFICATE HOLDER	N	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
COUNT - 5		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
County Of Boone C/O Boone County Purchasing 601 E. Walnut - 2nd Floor Columbia MO 65201		AUTHORIZED REPRESENTATIVE 	

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

C. L. RICHARDSON CONSTRUCTION CO., INC.

15475 HIGHWAY 63 SOUTH, ASHLAND, MO 65010

as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

a Corporation, organized under the laws of the State of MARYLAND

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of FIFTY NINE THOUSAND FOUR HUNDRED NINETEEN DOLLARS AND 80/100 for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated MARCH 21, 2002 entered into a Contract with Owner for:

**BID NUMBER 08-19FEB02
CARR LANE CULVERT REPLACEMENT
Project No. 9672-A
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone Purchasing Department.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term

“balance of the Contract price”, as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at COLUMBIA, MISSOURI, on this 21ST day of MARCH, 20 02.

C. L. RICHARDSON CONSTRUCTION CO., INC.

(Contractor)

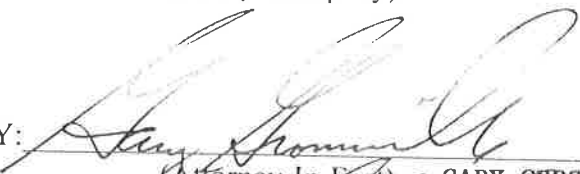
(SEAL)

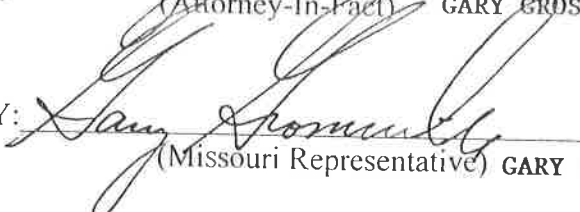
BY: 

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Surety Company)

(SEAL)

BY: 
(Attorney-In-Fact) GARY GROSSNICKLE

BY: 
(Missouri Representative) GARY GROSSNICKLE

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
HOME OFFICE: P.O. BOX 1227, BALTIMORE, MD 21203-1227

Know ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by W. B. WALBRECHER, Vice-President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Gary Grossnickle, Charles W. Digges, Jr., Dorothy D. Durnil, J. D. Trice and Kimberly A. Hughes, all of Columbia, Missouri, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Gary Grossnickle, dated July 11, 1991.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of August, A.D. 1997.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith

T. E. Smith

Assistant Secretary

By:

W. B. Walbrecher

W. B. Walbrecher

Vice-President

State of Maryland }
County of Baltimore }

On this 7th day of August, A.D. 1997, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came W. B. Walbrecher, Vice-President and T. E. Smith, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Carol J. Fader

Notary Public

My Commission Expires: August 1, 2000

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, C. L. RICHARDSON CONSTRUCTION CO., INC., 15475 HIGHWAY 63 SOUTH, ASHLAND, MO 65010 as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

a corporation organized under the laws of the State of MARYLAND, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

FIFTY NINE THOUSAND FOUR HUNDRED NINETEEN DOLLARS AND 80/100

(\$ 59,419.80), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated MARCH 21, 2002 entered into a contract with Owner for

**BID NUMBER 08-19FEB02
CARR LANE CULVERT REPLACEMENT
Project No. 9672-A
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone which contract is by reference

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

An Affirmative Action/Equal Opportunity Institution

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made or paid from Contractor, or made or paid by Surety, or made or paid by which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at COLUMBIA, MISSOURI on this 21ST day of MARCH 20 02.

CONTRACTOR C. L. RICHARDSON CONSTRUCTION CO. INC.

BY: [Signature]

SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: [Signature]
(Attorney-In-Fact) GARY GROSSNICKLE

BY: [Signature]
(Missouri Representative) GARY GROSSNICKLE

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
HOME OFFICE: P.O. BOX 1227, BALTIMORE, MD 21203-1227

Know ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a Corporation of the State of Maryland, by W. B. WALBRECHER, Vice-President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Gary Grossnickle, Charles W. Digges, Jr., Dorothy D. Durnil, J. D. Trice and Kimberly A. Hughes, all of Columbia, Missouri, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Gary Grossnickle, dated July 11, 1991.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of August, A.D. 1997.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith

Assistant Secretary

By:

W. B. Walbrecher

Vice-President

On this 7th day of August, A.D. 1997, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came W. B. Walbrecher, Vice-President and T. E. Smith, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Carol J. Fader

Notary Public

My Commission Expires: August 1, 2000

NOTICE TO PROCEED

DATE: June 10, 2002
TO: C.L. Richardson
ADDRESS: 15475 Highway 63 South
Ashland, MO 65010
PROJECT: Bid Number 08 -- 19 FEB 02
Carr Lane Culvert Replacement

You are hereby notified that the Contract Time under the above contract will commence on **June 11, 2002**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **30** working days.

All inspections for this project should be called in to the Design & Construction office at 449-8515. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: J.P. Watkins II
Date: 6/10/02

John P. Watkins II
Project Development Manager

cc. County Clerk ✓
Purchasing
Director
R.O.W. Department
Inspection Department
Project File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the February Adjourned Term. 20 02

In the County Commission of said county, on the 19th day of March 20 02

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

Now on this day, the County Commission of the County of Boone does hereby ratify Change Order #1 for signature by Karen M. Miller, District I Commissioner, for bid 72-26DEC01 for Service Utility Trucks.

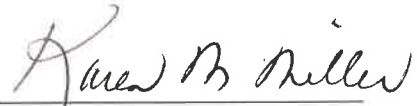
Done this 19th day of March, 2002.



Don Stamper
Presiding Commissioner

ATTEST:

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



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Floor
Director



601 E. Walnut, 2nd

Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4402

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: March 13, 2002
RE: Change Order Number One to 72-26DEC01 – Service Utility Trucks

The Boone County Commission approved award of this contract to Tom Boland Ford on February 28, 2002 for \$109,481.00 (Court Order # 95-2002). Purchasing met with Tom Boland Ford Fleet Manager Ralph Horn on March 13, 2002. It was determined that the Purchase Agreement price did not actually agree with the total of the items detailed in the bid submitted by Tom Boland Ford and Knapheide Truck Equipment Center.

Purchasing prepared a Change Order to Contract Agreement Number 72-26DEC01. Due to the time frame left for ordering 2002 trucks, Commissioner Miller agreed to sign the Change Order.

As detailed on the attached Change Order, the total contract award to Tom Boland Ford is \$106,983.00 paid out of department 2040 account 92400.

ATTACHMENT: Change Order Number One

cc: David Mink, Public Works Director
Bid File

Estimated Award Amt: \$25,453.66
Average Bid: \$30,134.75
Savings: \$4,681.09

An Affirmative Action/Equal Opportunity Institution

Vehicle Number 2:

The following items are factory installed:

<u>Paragraph</u>	<u>Description</u>	<u>Unit Price</u>
4.8.1.	Base Truck 2002 Ford F550 4X4	\$32,182
4.8.4.1.	Extra heavy-duty front and rear shock absorbers	standard
4.8.4.3.	Trailer Towing Package	\$132.00
4.8.4.4.	Dual Alternates	\$285.00
4.8.4.5.	Daytime Running Lights	\$38.00
4.8.4.7.	Engine oil and transmission cooling system	standard
4.8.4.8.	#8 – Fold-a-way retractable OSRV black mirrors	standard
4.8.4.9.	#9 – Interval windshield wipers and washers	standard
4.8.4.10.	#10 – Tinted rear sliding glass window	\$107.00
4.8.4.11.	LH Dual Fuel Tanks	\$518.00

SUB-TOTAL FOR VEHICLE #2 (Factory Installed) \$33,262.00

The following items per the bid specifications for Vehicle #2 are installed by Knapheide Truck Equipment per Contractor Tom Boland:

<u>Paragraph</u>	<u>Description</u>	<u>Unit Price</u>
4.8.4.7.	Class V frame Hitch and 4-pin wiring installed plus wiring harness for 6-pin	\$440.00
4.8.4.11.	Auxiliary Jumpstart Kit	\$335.00
	Knapheide PX3 Series Platform per attached bid	\$9,610.00
	Under Coat per attached bid quote	\$110.00
	Alum Cab Steps per attached bid quote	\$110.00

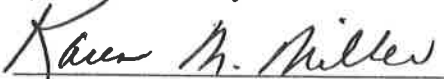
SUB-TOTAL FOR VEHICLE #2 (Knapheide Installed) \$10,605.00

GRAND TOTAL FOR VEHICLE #2: \$43,867.00

TOTAL FOR VEHICLE #1 AND VEHICLE #2: \$112,483.00
LESS TRADE-IN: (\$5,500.00)
FINAL CONTRACT PRICE TO CONTRACTOR: \$106,983.00

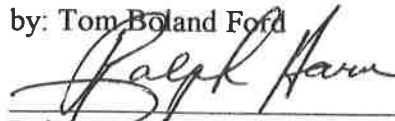
BOONE COUNTY, MISSOURI

by: Boone County Commission



Karen Miller, District Commissioner I

by: Tom Boland Ford



Ralph Harn, Fleet Manager

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

March Session of the February Adjourned

Term. 20 02

In the County Commission of said county, on the

19th

day of

March

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
1251-10110: Sheriff (Overtime)	\$9,431.00
1251-03411: Federal Grant Reimbursement (Sobriety Checkpoint – DWI Checkpoint)	\$2,261.00
1251-03411: Federal Grant Reimbursement (Hazardous Moving Violation – Operation Slowdown)	\$6,351.00
1251-03411: Federal Grant Reimbursement (Operation Cash Crop)	\$1,035.00

Said budget amendment is to amend budget to account for overtime expense reimbursed by grants in 2001.

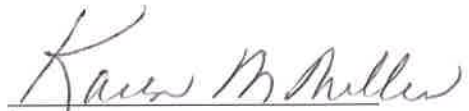
Done this 19th day of March, 2002.

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

138-2002

REQUEST FOR BUDGET AMENDMENT

12/31/2001
DATE

2001

2001 140
FOR AUDITORS USE

Department				Account					Account Title (or managerial code)	Decrease	Increase
1	2	5	1	1	0	1	1	0			
									Sheriff: Overtime		9,431.00
1	2	5	1	0	3	4	1	1	Federal Grant Reimbursement: Sobriety Checkpoint (DWI Checkpoint)		2,261.00
1	2	5	1	0	3	4	1	1	Federal Grant Reimbursement: Hazardous Moving Violation (Operation Slowdown)		6,135.00
1	2	5	1	0	3	4	1	1	Federal Grant Reimbursement: Operation Cash Crop		1,035.00

Explanation:
 Amend budget to account for overtime expense reimbursed by grants during 2001.
 Overtime exp reimb by grants

OK per Beverly Braun 3/6/02

<p>Originating Office</p> <p><i>[Signature]</i></p> <p>PRESIDING COMMISSIONER</p>	<p>Approved – Auditor</p> <p><i>[Signature]</i></p> <p>DISTRICT I COMMISSIONER</p>	<p><i>[Signature]</i></p> <p>DISTRICT II COMMISSIONER</p>
--	---	---

- 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.

Dept	Program Name Description CFDA# & %Fed, State, Local	Revenue Code	Original Budget (for equipment)	2001 Budget	2001 Revenue Received	Receipt Date	Receipt Number	For Period	Receivable at 12-31-2001	Date	2001 Requests for Reimbursement	Amount	Reimbursement Request Less Revenue Received
1251	US Dept of Transportation Missouri Dept of Public Safety Division of Highway Safety Police Traffic Services	1251-3411	Original Budget (for equipment)	1,750	1,750.00 2,261.15	12-6-2001 12-6-2001	3071 3071	equipment July-Sept (OT)		equipment July-Sept	1,750.00 2,261.15	0 0	
	Sobriety Checkpoint Sheriff's Dept title: "DWI Checkpoint" CFDA#20.600		Total	<u>1,750</u>					<u>0.00</u>				
	10-1-96 to 9-30-97 Award: \$2,250 Project #97-PT-02-51			2001	4,011.15								
	10-1-97 to 9-30-98 Award: \$2,500 Project #98-PT-02-57			2002	0.00								
	10-1-98 to 9-30-99 Award: \$2,388 Project #99-PT-02-66			Total	<u>4,011.15</u>								
	10-1-99 to 9-30-00 Award: \$2,500 Project #00-PT-02-23												
	10-1-2000 to 9-30-2001 Award: \$4,472.05 Project #01-PT-02-30												
1251	US Dept of Transportation Missouri Dept of Public Safety Division of Highway Safety Police Traffic Services	1251-3411	Original Budget (for equipment)	1,000	369.52 1,160.58 1,295.40 1,042.92	3-20-2001 6-26-2001 8-10-2001 10-4-2001	760 1650 2068 2539	Jan (OT) Feb-Apr (OT) May-June (OT) June-July (OT) July-Sept (OT)		Jan Feb-Apr May-June June-July July-Sept	369.52 1,160.58 1,295.40 1,042.92 2,265.80	0 0 0 0 0	
	Hazardous Moving Violation Enforcement Sheriff's Dept title: "Operation Slowdown" CFDA#20.600		Total	<u>1,000</u>	<u>6,134.22</u>				<u>0.00</u>				
	10-1-97 to 9-30-98 Award: \$7,000 Project #98-PT-02-57			2001									
	10-1-98 to 9-30-99 Award: \$7,000 Project #99-PT-02-66			2002	0.00								
	10-1-99 to 9-30-00 Award: \$6,500 Project #00-PT-02-23			Total	<u>6,134.22</u>				<u>0.00</u>				
	10-1-2000 to 9-30-2001 Award: \$9,094.72 Project #01-PT-02-30												
1251	US Dept of Justice Federal Bureau of Investigation (FBI) MUSTANG Mid-Missouri Unified Strike Team & Narcotics Group	1251-3411	Original Budget	0	0.00								
	Overtime Reimbursement 100% Federal CFDA #: n/a			2001	0.00								
				2002	0.00								
				Total	<u>0.00</u>				<u>0.00</u>				
1251	US Dept of Health & Human Services Substance Abuse & Mental Health Services Administration Substance Abuse Prevention & Treatment Block Grant	1251-3411	Original Budget	0									
	Missouri State Highway Patrol Missouri Dept of Mental Health Division of Alcohol & Drug Abuse Missouri Tobacco Outlet Compliance Project CFDA# 93.959 100% Federal			2001	0.00								
				2002	0.00								
				Total	<u>0.00</u>				<u>0.00</u>				

0.00
2,261.15 +
6,134.22 +
1,035.00 +
9,430.37 1

Dept	Program Name Description CFDA# & %Fed, State, Local	Revenue Code	2001 Budget	2001 Revenue Received	Receipt Date	Receipt Number	For Period	Receivable at 12-31-2001	2001 Requests for Reimbursement Amount	Reimbursement Request Less Revenue Received
1251	US Dept of Justice Drug Enforcement Administration (DEA) Marijuana Eradication Grant Missouri Sheriff's Association Drug Interdiction Committee Operation Cash Crop Reimbursement for drug buys & overtime 100% Federal	1251-3411 Original Budget	0	1,035.00	9-21-2001	2428	Jan-Sept		1,035.00	0
			2001	1,035.00						
			2002	0.00						
			Total	1,035.00				0.00		
1251	US Dept of Justice Missouri Dept of Public Safety Missouri State Highway Patrol Domestic Violence Enforcement (DOVE) CFDA #: 16.588	1251-3411 Original Budget	30,257.10	4,489.68 2,244.84 2,244.84 6,149.16 2,521.42	5-10-2001 5-31-2001 6-27-2001 8-10-2001 9-6-2001	1226 1406 1662 2069 2293	Jan-Feb March April May-June July	4,489.68 2,244.84 2,244.84 6,149.16 2,521.42	0 0 0 0 0	
	2-1-1998 to 12-31-1998 Award: \$37,418 Grant contract #98-VA WA-0005			2,521.42	10-4-2001	2538	Aug	2,521.42	0	
	1-1-1999 to 12-31-1999 Award: \$33,548 Grant contract #98-VA WA-0005			2,521.42	11-6-2001	2831	Sept	2,521.42	0	
	Changed to #96-VA WA-0079			2,521.42	12-5-2001	3065	Oct	2,521.42	0	
	1-1-2000 to 12-31-2000 Award: \$33,548 Grant contract #99-VA WA-0004			2,521.42	12-27-2001	3303	Nov	2,521.42	0	
			Total	27,735.62				2,521.48	2,521.48	
				2,521.48	2-5-2002	393	Dec			
			Total	30,257.10				2,521.48		
1251	US Dept of Justice Narcotics Control Assistance Program Pawshop Tracking & Recovery System Grant CFDA #: 16.579 75% Federal, 25% Local 7-1-2000 to 6-30-2001 Grant award (federal funds): \$7,166 Local match (from Forfeiture Fund): \$2,388 Grant contract #2000-NCDS-070	1251-3411 Original Budget	0	2,076.00	5-25-2001	1369	April 2001		2,076.00	0
				2,076.00						
			Total	2,076.00				0.00		
1251	US Dept of Justice Bureau of Justice Assistance Missouri Sheriff's Meth-Amphetamine Reiter Team (MOSMART) Methamphetamine Hot Spots CFDA #: 1-1-2001 to 12-31-2002 Award: \$79,984 Contract Number: SD-2001-02	1251-3411 Original Budget 4-3-01 Budget Amendment Total	0 39,576 39,576	10,214.58 8,743.24 7,041.82	5-10-2001 8-6-2001 10-22-2001	1230 2012 2699	Jan-March April-June July-Sept	10,214.58 8,743.24 7,041.82	0 0 0	
			Total	25,999.64				8,192.60	8,192.60	
				8,192.60	1-29-2002	305	Oct-Dec			
			Total	34,192.24				8,192.60		

3/6/02

FY 2001
Budget Amendments/Revisions
Sheriff (1251)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	3/14/01	3411 10100 10110 10200 10300 10325 10350 10375 10400 10500 37230 85620	Federal Grant Reimbursement Salaries & Wages Overtime FICA Health Insurance Disability Insurance Life Insurance Dental Insurance Workers Comp 401(A) Match Plan Meals & Lodging - Training Other Medical	39,536 27,830 3,924 2,129 2,645 128 33 260 1,197 650 490 250		Establish budget for Methamphetamine Hot Spots grant	
2	5/17/01	23850 48050	Minor Equipment and Tools Cellular Phones	2,060	2,060	Purchase Cellular Phones	
3	10/5/01	60200 60250 23350	Equip Repair/Maintenance Equipment Installation Charges Reserve Officer Supplies	2,000 4,000	6,000	Install equipment on vehicles	Acct 60200: BR provides funds to cover pending invoice - \$2800 Acct 60250: BR provides sufficient funds to cover pending invoice only
4	12/28/01	92300 91400	Replace Machinery & Equipment Auto/Trucks	1,400	1,400	Purchase repaired remote head radios	
5	12/27/01	91300 91400 71600	Machinery & Equipment Auto/Trucks Equipment Lease/Meter Charge	650	400 250	Purchase security system with VCR	
6	1/17/02	60250 23350 23850	Equipment Installation Charges Reserve Officers Supplies Minor Equipment & Tools	9,000	4,000 5,000	Cover class 5	
7	1/22/02	59000 85620	Motorfuel/Gasoline Other Medical	600	600	Cover class 5	
8	2/11/02	48050 23040	Cellular Telephones Neighborhood Watch Supply	750	750	Cover cell phone expense	
9	3/6/02	10110 3411 3411 3411	Overtime Federal Grant Reimbursement Federal Grant Reimbursement Federal Grant Reimbursement	9,431 2,261 6,135 1,035		Amend budget to account for overtime expense reimbursed by grants district 001.	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the February Adjourned Term. 20 02

In the County Commission of said county, on the 19th day of March 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:

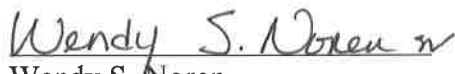
DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
1251-03528: Sheriff (Reimburse Personnel/Projects)	\$14,280.00
1251-10100: Sheriff (Salaries and Wages)	\$14,280.00

Said budget amendment is to amend revenue and expenditure to account for MU football security contract.

Done this 19th day of March, 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

Receipt Number 2001 2903

Finalized Y

Receipt Date 11/15/2001

Entered by TRGLENDA

Received From UNIV OF MO

Receipt Type N STANDARD RECEIPT

Remarks SHERIFFS DEPARTMENT- COPIES/
PERSONNEL PROJECTS REIMB

Receipt Total 11,239.50

Dept.	Account	Amount	Accrual
1251	3528 REIMB PERSONNEL/PROJECTS Dept SHERIFF	11,147.50	
1251	3510 COPIES Dept SHERIFF	92.00	

F2=Key Scr F3=Exit F11=Switch Line Mode

Bottom

Receipt Number, 2002 314

Finalized Y

Receipt Date, 1/29/2002

Entered by, TRGLENDA

Received From, UNIVERSITY OF MISSOURI

Receipt Type, N STANDARD RECEIPT

Remarks, SHERIFFS DEPT. OFFICER SALARY

REIMB PERSONNEL/PROJECTS

Receipt Total, 3,132.50

Dept.	Account.	Amount.	Accrual.
<u>1251</u>	<u>3528 REIMB PERSONNEL/PROJECTS</u>	<u>3,132.50</u>	<u>2001</u>
	<u>Dept SHERIFF</u>		

F2=Key Scr F3=Exit F11=Switch Line Mode

Bottom

FY 2001
Budget Amendments/Revisions
Sheriff (1251)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	3/14/01	3411 10100 10110 10200 10300 10325 10350 10375 10400 10500 37230 85620	Federal Grant Reimbursement Salaries & Wages Overtime FICA Health Insurance Disability Insurance Life Insurance Dental Insurance Workers Comp 401(A) Match Plan Meals & Lodging - Training Other Medical	39,536 27,830 3,924 2,129 2,645 128 33 260 1,197 650 490 250		Establish budget for Methamphetamine Hot Spots grant	
2	5/17/01	23850 48050	Minor Equipment and Tools Cellular Phones	2,060	2,060	Purchase Cellular Phones	
3	10/5/01	60200 60250 23350	Equip Repair/Maintenance Equipment Installation Charges Reserve Officer Supplies	2,000 4,000	6,000	Install equipment in vehicles	Acct 60200: BR provides funds to cover pending invoice + \$2800 Acct 60250: BR provides sufficient funds to cover pending invoice only
4	12/28/01	92300 91400	Replace Machinery & Equipment Auto/Trucks	1,400	1,400	Purchase replacement remote head radios	
5	12/27/01	91300 91400 71600	Machinery & Equipment Auto/Trucks Equipment Lease/Meter Charge	650 400 250		Purchase security system with VCR	
6	1/17/02	60250 23350 23850	Equipment Installation Charges Reserve Officers Supplies Minor Equipment & Tools	9,000 4,000 5,000		Cover class 6	
7	1/22/02	59000 85620	Motorfuel/Gasoline Other Medical	600	600	Cover class 5	
8	2/11/02	48050 23040	Cellular Telephones Neighborhood Watch Supply	750	750	Cover cell phone expense	
9	3/6/02	10110 3411 3411 3411	Overtime Federal Grant Reimbursement Federal Grant Reimbursement Federal Grant Reimbursement	9,431 2,261 6,135 1,035		Amend budget to account for overtime expense reimbursed by grants during 2001.	
10	3/6/02	3528 10100	Reimburse Personnel/Projects Salaries & Wages	14,280 14,280		Amend revenue & expenditure budgets to account for MU football security contract	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the February Adjourned Term. 20 02

In the County Commission of said county, on the 19th day of March 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
2523-03880 (Contributions from Columbia Cosmopolitan Luncheon Club)	\$8,500.00
2523-92300: Replacement for Police Dog	\$9,000.00

Said budget amendment is to amend budget for purchase of police dog. Funds were donated by the Columbia Cosmopolitan Luncheon Club.

Done this 19th day of March, 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

140-2002
RECEIVED
FEB 21 2002

REQUEST FOR BUDGET AMENDMENT

2/13/02

2002

DATE

FOR AUDITORS USE

Department				Account					Account Title (or managerial code)	Decrease	Increase
2	5	2	3	0	3	8	8	0	Contributions from Columbia Cosmopolitan Luncheon Club		8,500.00
2	5	2	3	9	2	3	0	0	Replacement for police dog		8,500.00 9,000.00

Explanation:

To amend budget for purchase of a police dog. Funds were donated by the Columbia Cosmopolitan Luncheon Club.

Establish rev & exp budget- dog



Originating Office



PRESIDING COMMISSIONER



DISTRICT I COMMISSIONER

Approved - Auditor



DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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

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

Year	2002	Estimated Revenue	_____
Dept	2523 SHERIFF K9 PROGRAM	Revisions	_____
Acct	3880 CONTRIBUTIONS	Original, +, Revisions	_____
nd	252 PUBLIC SFTY CITIZEN CONTRIB	Revenues	8,500.00

Class/Account	A ACCOUNT	Actual To Date	8,500.00
Account Type	R REVENUE	Remaining Balance	8,500.00-
Normal Balance	C CREDIT		

Transaction Code	Effective Date	Process Date	Amount
30	2/14/2002	2002 477	8,500.00

Bottom

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



DETECTOR DOGS INTERNATIONAL, INC.

2160 360th St.
Vail, IA 51465-7539

Phone and Fax Number
(712) 677-9961

e-mail address: detectordogs@juno.com
web-site: www.micrord.com/detectordogs/

BILL TO:

Boone County Sheriff's Office
2121 County Drive
Columbia, MO 65202

DATE INVOICE #
2/15/02 46

P.O. NUMBER TERMS PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	One Dog trained for drug detection and criminal apprehension. Price includes dog, pre-training of dog & five weeks handler training	9,000.00	9,000.00
1	50% deposit to secure dog/training	4,500.00	4,500.00
1	Balance of purchase agreement prior to initiation of handler training	-4,500.00	-4,500.00



TO: Karen

TOTAL 9,000.00

Fund 252 Public Safety Citizen Contribution
Solvency Analysis
Prepared by Auditor's Office
3-04-2002

Fund Balance 1-1-2001 (Account 252-2913) 6,800.94

Plus: Actual Revenues 2001

Interest (through Nov)	308.24	
Contributions - Other	250.00	
Contributions - K9 Program	9,100.00	
Total	<u>9,658.24</u>	9,658.24

Less: Budgeted Expenditures 2001

	<u>Current Budget</u>	<u>Budget Revision/ Amendment</u>	<u>Total</u>		<u>Actual YTD Expenditures + Encumbrances</u>	<u>Remaining Budget</u>
Dept 2520 Neighborhood Watch Class 2	0.00		0.00		0.00	0.00
Dept 2521 Community Traffic Safety Class 2	150.00		150.00		150.00	0.00
Dept 2522 Dare Program Class 2	750.00		750.00		583.99	166.01
Dept 2523 Sheriff K9 Program Class 9	<u>8,000.00</u>		<u>8,000.00</u>		<u>8,000.00</u>	<u>0.00</u>
	<u>8,900.00</u>	<u>0.00</u>		(8,900.00)	<u>8,733.99</u>	<u>166.01</u>

Anticipated Fund Balance 12-31-2001 7,559.18

Plus: Actual Revenues 2002

Contributions - K9 Program (Current budget amendment) 8,500.00

Less: Budgeted Expenditures 2002

Dept 2520 Neighborhood Watch Class 2	0.00
Dept 2521 Community Traffic Safety Class 2	150.00
Dept 2522 Dare Program Class 2	250.00
Dept 2523 Sheriff K9 Program Class 9 (Current budget amendment)	<u>9,000.00</u>
	<u>(9,400.00)</u>

Anticipated Fund Balance 12-31-2002 6,659.18

From: Beverly Braun
To: Karen Frederick; Leasa Quick
Date: 3/4/02 2:32PM
Subject: Re: K9

Karen, the \$600.00 is made up of two deposits 1) \$500.00 Boone County Sheriff's Reserves and 2) \$100.00 from Gene & Mark Kaye Baumann, Rocheport, MO.

The \$4,000 is made up of two deposits - 1) Optimist Club of Columbia \$750.00 2) Ashland Optimist Club \$3250.00

and we do agree on the account.

Also, we do need to add the \$500.00 to the \$8,500. for the dog we get this year.

>>> Karen Frederick 02/26/02 10:25AM >>>
Leasa & Beverly:

Attached is summary I prepared of K9 contributions & expenditures last year (sheet 2). Questions:

- 1) Do you know who first 2 contributions were from?
- 2) Do you agree with everything on this record?

If you agree, then we have extra \$1,100 to appropriate when needed. Per Leasa, we should use \$500 of this amount to increase current budget amendment expenditure total from \$8,500 to \$9,000.

Please let me know what you think. Thanks!

Karen

Dept 2523 Sheriff K9 Program
Record of Contributions and Expenditures
Prepared by Auditor's Office

Date	Description	Transaction #	Debit	Credit	Balance
4-24-2001	Contribution Boone County Sheriff Reserves \$500 Gene & Mary Kaye Baumann \$100	Receipt 2001 1090	600.00		600.00
7-10-2001	Contribution Columbia Optimist Club \$750 Ashland Optimist Club \$3,250	Receipt 2001 1758	4,000.00		4,600.00
7-26-2001	Payment Detector Dogs International	AP 2001 5357		3,400.00	1,200.00
8-10-2001	Payment Detector Dogs International	AP 2001 5733		4,600.00	(3,400.00)
8-28-2001	Contribution Sunrise Optimist Club	Receipt 2001 2222	1,000.00		(2,400.00)
9-11-2001	Contribution Hallsville Optimist Club	Receipt 2001 2334	2,000.00		(400.00)
10-4-2001	Contribution Ashland Optimist Club	Receipt 2001 2536	1,500.00		1,100.00
	Totals		9,100.00	8,000.00	

2002 CLASS 9

Dept-Account	Description	Original Budget Amount	Budget Revision Amount	Budget Revision Date	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
Sheriff K9 Program										
2523-92300	Budget Amendment		9,000	3-4-2002	9,000					9,000
2523-92300	dog - (1)	0	9,000		9,000		0		0	9,000
	Total	0	9,000		9,000		0		0	9,000
	Total Sheriff K9 Program	0	9,000		9,000		0		0	9,000

3/4/02

FY 2002
Budget Amendments/Revisions
Sheriff K9 Program (2523)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	2/21/02	3880	Contributions	8,500			
		92300	Replacement Machinery & Equip	9,000		Establish revenue budget to account for donation. Establish expenditure budget to pay for dog.	

CERTIFIED COPY OF ORDER

141 -2002

STATE OF MISSOURI }
County of Boone } ea.

March Session of the February Adjourned Term. 20 02


In the County Commission of said county, on the 19th day of March 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 to name two unnamed roadways, that are currently privately owned and maintained to Richland Lane and Osage Ridge Lane, as described in the attached documentation.

Done this 19th day of March, 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

Request to name two unnamed roadways that are currently private, non-county maintained roads to RICHLAND LANE and OSAGE RIDGE LANE. Said roads being in Section 15, Township 48 North, Range 12 West and are part of a survey recorded in book 1642 page 926 of Boone County Records.

RICHLAND LANE: Beginning on the south side of Richland Road approximately one mile west of the intersections of Richland Road and Olivet Road and running in a southerly direction for approximately 1388 feet.

OSAGE RIDGE LANE: Beginning on the west side of Richland Lane approximately 725 feet south of the intersection of Richland Road and Richland Lane and running in a westerly direction for approximately 1423 feet.

PETITION TO NAME A ROAD IN BOONE COUNTY

We the undersigned property owners who front on a private unnamed road request that the Boone County Commission name this road to

RICHLAND LANE

Said road is located in Section 15, Township 48 North, Range 12 West

Print Name Property owner(s)	Signature	Address & Telephone	Date
Larry Edwards	<i>Larry Edwards</i>	442-5644 6048 E Richland Rd	2/13/02
JUDITH EDWARDS	<i>Judith Edwards</i>	442-5644 6048 E RICHLAND RD	2-13-02
Michele Doolady	<i>Michele Doolady</i>	6050 E Richland Rd Columbia, 874-3175	2/13/02
TROY Doolady	<i>Troy Doolady</i>	6050 EAST Richland Rd Columbia, MO 874-3175	2/13/02
DON BALLEW	<i>Don Ballew</i>	6046 EAST RICHLAND RD COLUMBIA, MO 443-4330	2/14/02
NORA BALLEW	<i>Nora Ballew</i>	6046 E Richland Rd. Columbia, MO 65201	2/14/02

Please return to:

Boone County Planning & Building Inspections 886-4330
 Boone County Government Center
 801 E. Walnut Rm 210
 Columbia, MO 65201

Post-it® Fax Note	7671	Date	2-6-02 # of pages 2
To	BILL POWELL	From	R. RODES
Co./Dept.		Co.	B.C. PLANNING
Phone #		Phone #	
Fax #		Fax #	886-4340

PAGE 1

PETITION TO NAME A ROAD IN BOONE COUNTY

We the undersigned property owners who front on a private unnamed road request that the Boone County Commission name this road to

OSAGE RIDGE LANE

Said road is located in Section 15 Township 48 North, Range 12 West

REFERENCE
BK 1611/Pg 199

	Print Name Property owner(s)	Signature	Address & Telephone	Date
Lot 1	WILLIAM D. POWELL	<i>William D Powell</i>	1150 CEDAR GROVE Col, Mo 4435746	2/11/02
	NEVA C. POWELL	<i>Neva C. Powell</i>	"	"
Lot 2	WILLIAM D. POWELL	<i>William D Powell</i>	"	2/11/02
	NEVA C. POWELL	<i>Neva C. Powell</i>	"	"
Lot 3	SCOTT FISHER	<i>Scott Fisher</i>	4500 Fall River	2/12/02
	JANE LABELLA	<i>Jane Labella</i>	4500 Fall River	2/12/02
Lot 4	Brent K. Bennett	<i>Brent K. Bennett</i>	5950 E. RICHLAND RD COL. MO 65201 256.7566	2/11/02
	Angela L. Bennett	<i>Angela Bennett</i>	5950 E. RICHLAND RD 256.7566	2/11/02
TRACT A	NEVA C. POWELL	<i>Neva C. Powell</i>	1150 CEDAR GROVE COL MO 443-5746	2/11/02
TRACT B	KERRI L. LINDER	<i>Kerri L. Linder</i>	4101 Watertown Pl. Col MO 8746887	2/14/02
	CHADWICK B. LINDER	<i>Chadwick B. Linder</i>	4101 Watertown Pl. Col, Mo 874-6887	2/14/02
TRACT C	AMY WURZER	<i>Amy Wurzer</i>	6010 E. Richland Rd Columbia mo 65201 8747838	
	MICK L WURZER	<i>Mick L Wurzer</i>	6010 E. Richland Rd Columbia mo 65201	

Please return to:

Boone County Planning & Building Inspections
Boone County Government Center
801 E. Walnut Rm 210
Columbia, MO 65201

886-4330

CONTINUED ON PAGE 2
ATTACHED

PAGE 2

PETITION TO NAME A ROAD IN BOONE COUNTY

We the undersigned property owners who front on a private unnamed road request that the Boone County Commission name this road to

OSAGE RIDGE LANE

Said road is located in Section 15 Township 48 North, Range 12 West

Print Name Property owner(s)	Signature	Address & Telephone	Date
---------------------------------	-----------	------------------------	------

TRACT D

V. Scott Powell		1956 JACKSON ST.	2/13/02
-----------------	---	------------------	---------

Amy M. Powell		1956 Jackson St.	2/11/02
---------------	---	------------------	---------

~~TRACT E~~


XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX
---------------------------------	---------------------------------	---------------------------------	-------------------------

TRACT E

Jeneva Powell		5990 E. Richland Rd	2/12/02
---------------	--	---------------------	---------

JAMES D. Powell		5990 E Richland Rd	2/12
-----------------	---	--------------------	------

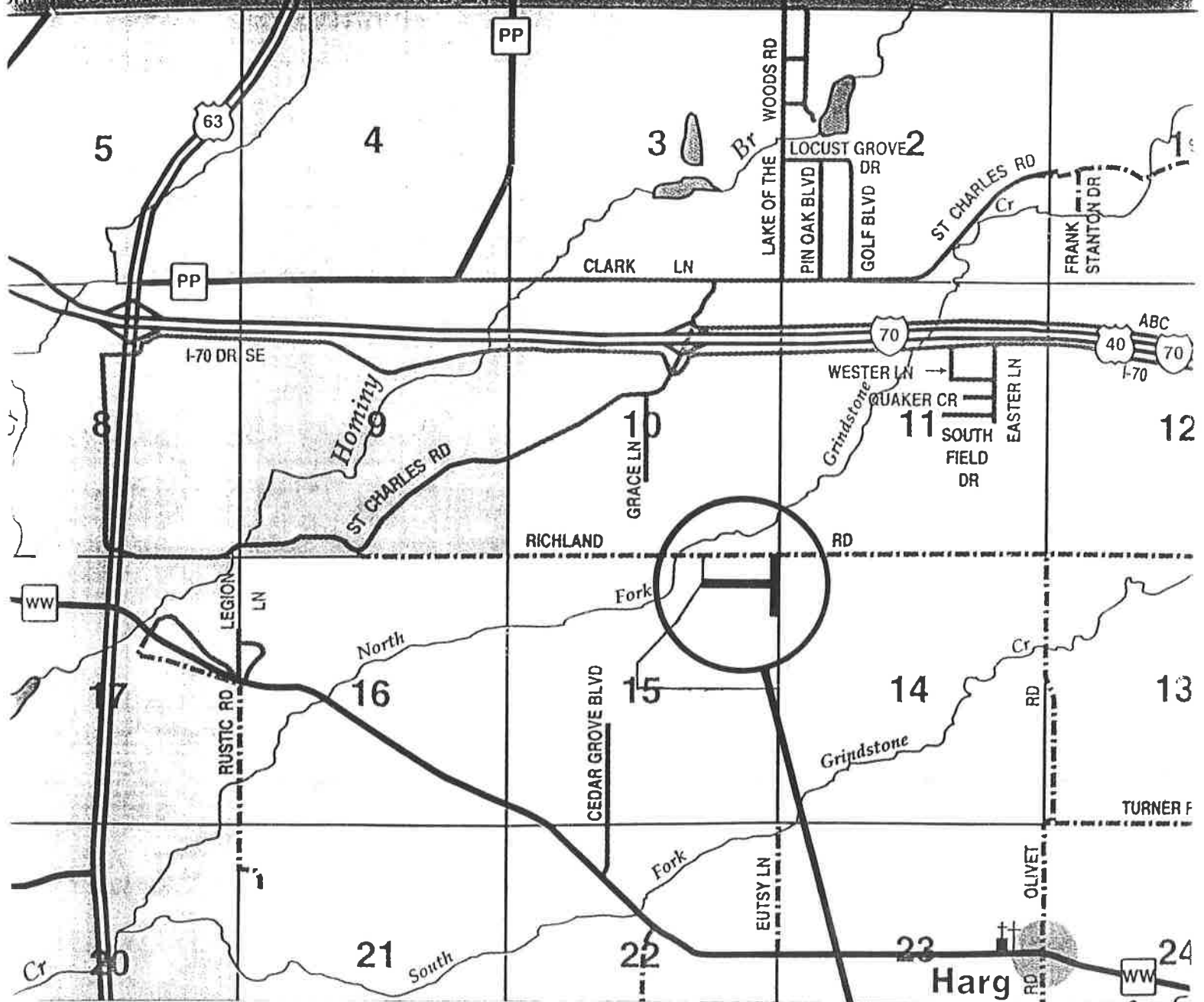
TRACT F1

Dean Bergstrom	XXXXXXXXXXXXXXXXXXXX	6040 Richland	
Gail Kraus		6040 Richland 499-4901	2/12/02

Please return to:

Boone County Planning & Building Inspections
 Boone County Government Center
 801 E. Walnut Rm 210
 Columbia, MO 65201

886-4330



OSAGE RIDGE LANE }
 RICHLAND LANE }

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the February Adjourned Term. 20 02

In the County Commission of said county, on the 19th day of March 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
4000-71101: Jail/Courthouse Expansion/Renovation (Professional Services)	\$5,000.00
4000-71231: Jail/Courthouse Expansion/Renovation (Owner Costs – for reimbursable expenses)	\$600.00

Said budget amendment is to establish a budget for architectural consulting services. The County Commission of the County of Boone does hereby approve the Consultant Services Agreement with HMN Architects, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 19th day of March, 2002.



Don Stamper
 Presiding Commissioner

ATTEST:

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



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated the 19th day of MARCH, 2002, is made by and between Boone County, Missouri through its County Commission, (herein "Owner") and, HMN Architects, Inc., (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - Consultant shall provide consulting services for the Owner listed in its proposal letter dated January 22, 2002, from Steve W. Davis to Don Stamper (proposal) which is marked as Exhibit A and attached and made a part this agreement by reference. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided.

2. **Compensation** - In consideration for the Consultant's provision of services under this Agreement, the Owner agrees to compensate the Consultant for services rendered in a lump sum amount of \$5,000.00. Payments for work performed shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant or in the absence of such agreement upon completion of the work constituting the project for which services are provided. If invoices are submitted periodically, they shall individually describe the task or project by name, and identify the tasks billed or otherwise show hours expended by specific personnel and rates applied. Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein and for disputed billed amounts. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Reimbursable Expenses and Additional Services** - In addition to the compensation specified in paragraph two above, Owner agrees to pay Consultant reimbursable expenses at actual expense for printing, long distance telephone calls, delivery and postage, not to exceed \$300.00 without the Owner's prior written approval. In addition, with Owner approval, Owner shall pay as additional services travel expenses for trips to and from Columbia, Missouri, in excess of the three trips provided as a part of services under the proposal, in accordance with the schedule for additional hourly services and reimbursable expenses outlined in Exhibit B dated April 1, 2001, and made a part hereof by reference. However, additional services shall not be compensated and reimbursement expenses also shall not exceed the maximum amounts set forth in Exhibit B without the prior written approval of the Owner.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for work assigned to Consultant, and plans and specifications for each facility as needed that are assigned to Consultant for evaluation.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for the work under the proposal and submit all work product in written or graphic form (and electronic form if requested) as applicable or required, to the Owner's representative. All reports, plans, memoranda, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and if requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and/or equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner in writing within thirty (30) days of commencement of work under this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 in the aggregate for one occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance or to provide proper proofs thereof upon request of the Owner shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Signatories** - The signatories to this agreement represent and warrant that they are authorized to enter into this agreement on behalf of the entities which they represent and may bind such entities to the terms and conditions set forth in this agreement.

8. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of this agreement and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice.

9. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing

executed by the parties through their authorized representatives hereunder. This agreement shall be governed and interpreted in accordance with the laws of the state of Missouri.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories by the date and year first-above written.

HMN ARCHITECTS, INC.

By: [Signature]
Authorized Representative

BOONE COUNTY, MISSOURI
By Its County Commission

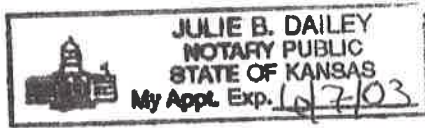
By: [Signature]
Presiding Commissioner

Attest:

[Signature]
(Assistant) Secretary

Attest:

[Signature]
County Clerk



Approved as to Legal Form

[Signature]
County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract.

<u>[Signature]</u>	<u>[Account]</u>	<u>[Date]</u>	<u>[Appropriation]</u>
June Pitchford by KF		3/5/2002	4000-71101 \$5,000.00
			4000-71231 600.00

(Pending approval of budget amendment)



22 January 2002

Mr. Don Stamper, Presiding Commissioner
Boone County Commission
Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201

RE. Boone County Jail Expansion – Phase II

Dear Don,

Good to talk with you the other day and hear that the Jail Committee is preparing to start-up again it's task of determining the best direction to proceed with the inmate population situation facing the county. Obviously some work has been done already but there are some new services being requested. Per our conversation we understand the services you're requesting from us to be the following

- Review the previous plans and estimate developed for the remodeling of the existing sheriff's administration to house jail administration and expanded core jail facilities.
- Review and complete previous plans and estimate developed to construct a separate sheriff's administration building.
- Assist in evaluating the feasibility of a new minimum security barracks building.
- Assist in developing plans to relocate current Juvenile space at the courthouse and remodeling of that space.

We understand these services are to be used in evaluating the timing for proceeding with a project yet in this calendar year. HMN Architects is prepared to provide these services for lump sum fee of \$5,000 (five thousand dollars). This fee would include 3 trips to Colombia for meetings and/or presentations. We would request reimbursement for printing, long distance calls and additional trips. While this amount will only begin to cover our actual expenses we are prepared to work with county on a limited fee basis with the understanding that once funding is secured for the proposed project(s) the county will negotiate, in good faith, a full contract with HMN Architects.

We are very proud of our working relationship with the county to date and are pleased to be considered for this opportunity to continue that relationship.

If this proposal is acceptable please sign and return one copy to our office.

Sincerely,


Steve W. Davis
Associate HMN Architects

EXHIBIT # A

Don Stamper, Presiding Commissioner
Boone County Commission



Exhibit 'B'

HOURLY RATE SCHEDULE

Effective April 1, 2001

HMN ARCHITECTS, INC.
10901 Lowell
Overland Park, Kansas

PRINCIPAL	\$105.00/Hour
ASSOCIATE	\$95.00/Hour
PROJECT ARCHITECT	\$85.00/Hour
ARCHITECTS	\$85.00/Hour
ARCHITECTURAL DRAFTSMEN II	\$75.00/Hour
INTERIORS II	\$65.00/Hour
ARCHITECTURAL DRAFTSMEN I	\$60.00/Hour
INTERIORS I	\$60.00/Hour
CADD TECHNICIAN	\$55.00/Hour

Hourly rates would only apply if additional services are requested.

Estimated Reimbursable charges include:

LONG DISTANCE TELEPHONE CALLS (incl. faxes):	\$30
DELIVERY CHARGES:	\$50
PLOTTING & PRINTING CHARGES :	\$60
POSTAGE:	\$10
TRAVEL (@ \$.30/mile):	\$150
TOTAL ESTIMATED REIMBURSIBLES:	\$300

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the February Adjourned

Term. 20 02

County of Boone

In the County Commission of said county, on the

19th day of March 20 02

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

Now on this day, the County Commission of the County of Boone does hereby reappoint Ann Gowans to the Boone County Senior Board for a term that will expire on February 21, 2006.

Done this 19th day of March, 2002.

ATTEST:

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

Don Stamer
Don Stamer
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Don Stampo, Preiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin District II Commissioner



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

1. Appoint for 4 yr. term
to expire 2/21/2006

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Senior Board Term: _____
 Current Township: Boone County - Columbia Today's Date: 2/27/02
 Name: ANN GOWANS
 Home Address: 701 Redland Lane, Columbia Zip Code: 65203
 Business Address: Same Zip Code: _____
 Home Phone: 573-449-1311 Work Phone: Same
 Fax: 573-817-1490 E-mail: anngowans@Aet.com

Qualifications: Presently serving as Chair - Senior Board - Boone County
Governor's Advisory Council on Aging - King Daughter's Negro Home Bd
Member - Aging Federation (Statewide) Ph.D. + MS in Social
Gerontology / Medical Sociology + Leisure + Aging - League of Voters Bd - Health

Past Community Service: Present - Chair, Columbia Parks + Recreation Commission
Board - BCCA - 2 separate terms - Arts Commission
State PTA Board - Instructor - UMC Medical School - Gerontology
Columnist - Columbia Daily Tribune - The Road Age weekly 13yrs!

References: Dr Robert Blake, (UMC Med Sch) Prof. Andrew Twaddle (Sociology UMKC)
Prof Ken Benson, (Sociology, UMC) James Van Dinter - (Gov. Adv. C. on Aging - Ill)

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.

Ann M. Gowans
Applicant Signature

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