

220 -2003

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

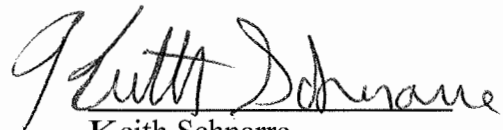
May Session of the February Adjourned Term. 20 03

In the County Commission of said county, on the 1<sup>st</sup> day of May 20 03

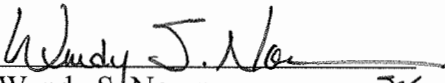
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 16-18MAR03 for Deed Record and Index Books to Cott Systems, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.


Done this 1<sup>st</sup> day of May, 2003.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

ABSENT  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

Marlene Ridgway  
Buyer



601 E. Walnut, Rm 209  
Columbia, MO 65201  
(573) 886-4392  
Fax (573) 886-4390

220-2003

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## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: 16-18MAR03 – Deed Record and Index Books  
DATE: April 16, 2003

The Recorder's Office and Purchasing Department have reviewed the above referenced bid and recommend award to Cott Systems, Inc. for having the lowest and best bid meeting our minimum specifications. Total estimated cost per year is \$11,688.00 to be purchased from organization 2800 – Storage and Preservation account 23000 – office supplies. This is a term and supply contract hence, no purchase orders are required.

The bid tabulation is attached.

**Bid Tabulation**

**16-18MAR03 - Deed Record & Index Books**

		Mid-Continent Micrographics		Cott Systems		Henry Adkins & Son		Casto & Harris, Inc.		
		Qty	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
4.7.1.	Indestructo Binders per Section 2.	300	\$ 45.00	\$ 13,500.00	\$ 38.00	\$ 11,400.00	\$ 58.00	\$ 17,400.00	\$ 46.00	\$ 13,800.00
4.7.2.	Indestructo Index Books per Section 2.	6	\$ 49.00	\$ 294.00	\$ 48.00	\$ 288.00	\$ 58.00	\$ 348.00	\$ 45.00	\$ 270.00
4.7.3.	GRAND TOTAL (4.7.1. +4.7.2.)			\$ 13,794.00		\$ 11,688.00		\$ 17,748.00		\$ 14,070.00
	ARO			12-15Days		12-15Days		Approx 3 Weeks		3 weeks or sooner
4.10.	CO-OP			Yes		Yes		Yes		Yes
4.11.	Maximum % increase									
		Year 2		5%		2%		3.5%		3%
		Year 3		10%		2%		3.5%		3%

No Bid

Crystal Data & Business Products

Schreifers

FBG - Fleet Buying Group

Moore North America

**PURCHASE AGREEMENT  
FOR  
DEED RECORD & INDEX BOOKS**

**THIS AGREEMENT** dated the 1<sup>ST</sup> day of MAY 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Cott Systems, Inc., herein "Contractor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement For Deed Record and Index Books, County of Boone Request for Bid for Deed Record and Index Books, bid number 16-18MAR03 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form as well as the Contractor's bid response dated March 14, 2003 executed by James A. Goodenow on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the County of Boone Request for Bid for Deed Record and Index Books, bid number 16-18MAR03 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, and the un-executed Response Form shall prevail and control over the Contractor's bid response.

2. **Purchases/Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Deed Record and Index Books as identified and responded to in the Contractor's Response Form. Service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. This agreement shall commence on the date written above through May 31, 2004 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods, subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. **Delivery** - Contractor agrees to deliver books per the bid specifications within fifteen (15) days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Recorder's Office and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed

amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**COTT SYSTEMS, INC.**

**BOONE COUNTY, MISSOURI**

by James A. Goodnow  
title VICE PRESIDENT

by Boone County Commission  
Keith Schnarre  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Counselor

Wendy S. Noren  
Wendy S. Noren, County Clerk

**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 of this contract is not required if the terms of this contract do not result in a measurable county obligation at this time.)

no encumbrance required  
Signature [Signature]

4/24/03  
Date

2800-23000

Appropriation Account

# Boone County Purchasing

Debbie Crutchfield  
Office Specialist



601 E. Walnut-Room 209  
Columbia, MO 65201  
(573) 886-4394  
Fax (573) 886-4390  
Email: dcrutchfield@boonecountymo.org

March 24, 2004

James Goodenow  
Cott Systems Inc.  
350 East Wilson Bridge Rd.  
Worthington, OH 43085

 **COPY**

RE: 16-18MAR03 – Deed Record Books

Dear Mr. Goodenow:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated March 15, 2004, you agree to renew the contract under the same terms and conditions as the original contract with a 2% increase over the current contract, which you indicated in your returned letter of intent. This contract renewal date will cover through May 31, 2005.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield  
Office Specialist

Cc Recorder  
Bid File  
Clerk's File  
Auditor

220-2003

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.


May Session of the February Adjourned Term. 20 03

In the County Commission of said county, on the 1<sup>st</sup> day of May 20 03

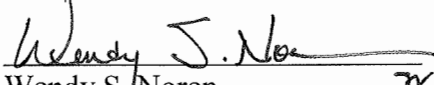
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Storm Drainage Project Agreement with Columbia Terminal for the Heller Road Storm Drainage Improvement Project. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 1<sup>st</sup> day of May, 2003.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

ABSENT  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**STORM DRAINAGE PROJECT AGREEMENT**

THIS AGREEMENT, made and entered into this 4th day of June, 2003, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "Columbia Terminal"), and Boone County Missouri (hereinafter "County").

WHEREAS, the County proposes to make storm drainage improvements in and around the intersection of Heller Road and the Columbia Terminal; and

WHEREAS, the County desires to make a portion of the storm drainage improvements on the Columbia Terminal's right-of-way.

NOW, THEREFORE, in consideration of these mutual covenants, promises and representations, the parties agree as follows:

1. The County will design the proposed drainage improvements to have no detrimental impact on the Columbia Terminal, and any improvements made or placed on Columbia Terminal right-of-way shall be subject to the written approval of the Columbia Terminal's Chief Engineer.
2. The County, at its expense, will be responsible for the construction and maintenance of the storm drainage improvements except for the proposed new culvert pipe to be installed under the Columbia Terminal's track between junction boxes I and K as shown on the project plans last revised March 17, 2003, a copy of which is attached hereto and incorporated by reference.
3. The Columbia Terminal will at its own expense install and maintain the culvert pipe under its track between junction boxes I and K, and will coordinate its installation with the County. The Columbia Terminal will not be responsible for the construction of any junction boxes. The County will provide grade stakes at each end of the culvert prior to installation by the Columbia Terminal.
4. During the construction of the storm drainage improvements, the County's contractor shall strictly follow and abide by the Columbia Terminal's roadway worker safety rules while on railroad property.
5. The County or its contractor shall provide a minimum lateral clearance of twenty feet, zero inches (20' 0") from the centerline of the track to the nearest temporary construction false work, material piles, equipment or other obstruction.
6. Any required work that is closer than twenty feet, zero inches (20' 0") to the centerline of the track shall only be done under the authority and protection of a railroad flagman.
7. The Columbia Terminal reserves the right to restrict any work done on its right-of-way to be done solely under the authority of a railroad flagman.

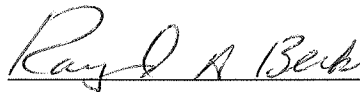


8. The County's Engineer is designated as the County's representative for the purposes of administering the provisions of this Agreement. The Columbia Terminal's representative shall be its Chief Engineer.

IN WITNESS WHEREOF, the parties through their duly authorized signatories have executed this agreement on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

BOONE COUNTY, MISSOURI

  
\_\_\_\_\_

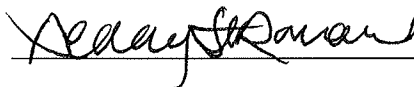
  
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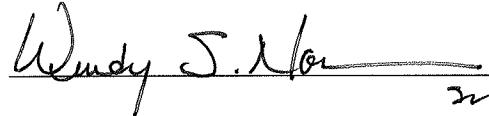
Raymond A. Beck, City Manager

Presiding Commissioner

ATTEST:

ATTEST:

  
\_\_\_\_\_

  
\_\_\_\_\_ *W*

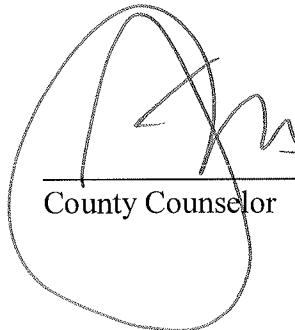
Penny St. Romaine, City Clerk

County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_

Fred Boeckmann, City Counselor

  
\_\_\_\_\_

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.

~~no unencumbered balance~~ 4/24/03  
Auditor *by [signature]* Date

017709

Permanent Record  
Filed in Clerk's Office

Introduced by Hindman

First Reading 5-19-03 Second Reading 6-2-03

Ordinance No. 017709 Council Bill No. B 164-03

AN ORDINANCE

authorizing an agreement with Boone County for storm drainage improvements to Columbia Terminal Railroad right-of-way near Heller Road; appropriating funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County for storm drainage improvements to Columbia Terminal Railroad right-of-way near Heller Road. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The sum of \$ 10,000 is hereby appropriated from the Fund Balance Account No. 503-0000-351.01-00 to the Capital Maintenance Account No. 503-7388-881.68-57 ER0045.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this 2nd day of June, 2003.

ATTEST:

[Signature]  
City Clerk

[Signature]  
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]  
City Counselor

CERTIFICATION: I certify there are sufficient funds available in the Fund Balance Account No. 503-0000-351.01-00 to cover the above appropriation.

  
Director of Finance

*sm*  
5/20/03

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.


May Session of the February Adjourned Term. 20 03

In the County Commission of said county, on the 1<sup>st</sup> day of May 20 03

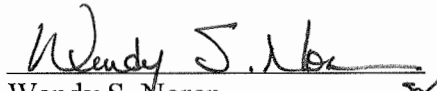
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Proposal for Consultant Services with Mitzel and Scroggs Architects, Inc. for the JJC Expansion Project – Additions and Modifications. It is further ordered that the Presiding Commissioner be hereby authorized to sign said proposal.

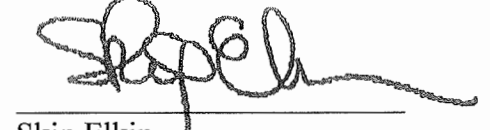
Done this 1<sup>st</sup> day of May, 2003.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

ABSENT  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

222-2003

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the 1 day of MAY, 2003, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

**Consultant Name:** Mitzel + Scroggs Architects, Inc.

**Project/Work Description:** JJC Expansion Project - Additions & Modifications

**Proposal Description:** (identify proposal by date, person issuing proposal and attach a copy of proposal) See attached 4 page proposal letter to David Mink from Donald Mitzel dated March 31, 2003 and supplemental letter on reimbursable expenses from Scroggs to Mink dated April 8, 2003.

**Modifications to Proposal:** (identify any modifications or attach correspondence modifying proposal, or show as not applicable) Fees for architects, support staff and consulting engineers shall be billed at the hourly rates shown on the Consultant's hourly rate schedule for 2003 on file with the County along with the General Consultant Services Agreement for 2003. Overall fees for basic services shall not to exceed \$56,400.00. Interest on late payments shall be as specified in the General Consultant Services Agreement for 2003 with County. No more than 75% of the maximum fee shall be billed prior to start of construction phase. Consultant's reimbursable expenses identified for the project shall not exceed \$3,725.00 without the Owner's prior written consent.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

**CONSULTANT**

By [Signature]  
Title PRES.

**BOONE COUNTY, MISSOURI**

By [Signature]  
Presiding Commissioner

Dated: 5-2-03

Dated: 1 MAY 2003

**APPROVED AS TO FORM:**

[Signature]  
County Counselor

**ATTEST:**

[Signature]  
County Clerk

**APPROVED:**

[Signature]  
Director, Boone County Public Works

**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.

[Signature] Auditor Date 4/22/2003

4020-71211 \$56,400  
4020-71212 \$3,725  
TOTAL = \$60,125  
Pending budget revision approval.



**mitzel + scroggs** ARCHITECTS INC.  
23 SOUTH 4TH STREET • COLUMBIA, MISSOURI 65201 • TEL (573) 449-0951 •

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

April 8, 2003

Mr. David Mink, Director  
Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201

RE: Architectural/Engineering Phase II Contract for:  
Juvenile Justice Center Expansion  
5665 Roger I. Wilson Memorial Drive  
Columbia, MO 65202

Dear Mr. Mink:

As per your request, we submit the following estimate for reimbursable:

1.	Design Development Review Prints (15 sheets x \$1.30/sheet x 2 sets)	\$ 39.00
2.	Construction Drawing Review Prints & Specifications (30 sheets x \$1.30/sheet x 2 sets and specifications)	\$ 118.00
3.	Final Review & Specifications (30 sheets x \$1.30/sheet x 2 sets and specifications)	\$ 118.00
4.	Printing of Plans and Specifications for Bidding (50 sets of drawings x 30 x \$1.30/sheet and 50 sets of specifications x 350 pages x \$.08/page)	\$3,350.00
5.	Long Distance Telephone Charges	\$ 25.00
6.	As-Built Drawing Prints (30 sheets x \$2.50/sheet)	<u>\$ 75.00</u>
	TOTAL	\$3,725.00

Any questions, please feel free to contact me.

Very truly yours,

Stuart S. Scroggs, A.I.A.

SSS/kd



**mitzel + scroggs** A R C H I T E C T S I N C .  
23 SOUTH 4TH STREET • COLUMBIA, MISSOURI 65201 • TEL (573) 449-0951 •

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

March 31, 2003

Mr. David Mink, P.E.  
Boone County Public Works, Director  
5551 Highway 63 South  
Columbia, MO 65201

RE: Architectural and Engineering Services for  
Addition & Modification to  
Boone County Juvenile Justice Center  
5665 Roger I. Wilson Memorial Dr.  
Columbia, Missouri

Dear Mr. Mink:

We are pleased to respond to your request of professional services for the above referenced project. We appreciate the opportunity to express our approach to this project, and herewith submit for your consideration Mitzel + Scroggs proposal for providing Architectural/Engineering Services.

I. Services

1.1 Phase II:

- A. Based upon reviewed and approved Preliminary Design Development, Mitzel + Scroggs will prepare construction documents, specifications, project manual and will submit plans etc. for code reviews in order to accomplish the work for this project.
- B. Mitzel + Scroggs will assist in soliciting bids for this project and contract preparation.
- C. Mitzel + Scroggs will assist in the construction administration by weekly site visits and monthly progress meetings, review of submittals and payout requests, etc. during the construction phase and close out of the project.
- D. Mitzel + Scroggs will make a walk thru site visit with you for review of building warranty items at end of the first year.

II. Scope of Project

- 2.1 Expand the boy's detention wing to a capacity of 20 (an increase of 12 - 14 sleeping rooms). No interior support columns allowed in the detention day room. Modify HVAC ductwork to delete "low" ductwork if possible.
- 2.2 Include two (2) additional showers for the boy's wing.
- 2.3 Increase the Visitation Area.

- 2.4 Increase intake/check-in Storage Area and add additional lockers.
- 2.5 Include access to the restroom off the Nurse's Room.
- 2.6 Modify the Kitchen by installing a walk-in refrigerator/freezer, additional dry storage area with shelving, new warming oven, convection ovens, prep sinks etc. and coordinate work with Kitchen designer.
- 2.7 Separate the Boys and Girls Visitation Areas.
- 2.8 Expand the open Classroom area to the west for additional Classroom and Storage space.
- 2.9 Possible new entry Vestibule.
- 2.10 Coordinate construction phase work with a construction manager hired separately by the County.

III. Project Approach

3.1 Phase II:

A. Design Development Phase.

On the basis of the above approved revised plans and material prepared to this point, we will include the necessary diagrams, floor plans, sketches and cost estimates for your review and discussion.

B. Construction Document Phase.

Upon review and approval of design development submittal Mitzel + Scroggs will prepare construction documents and project manual for submission, review and written approval. Cost estimates shall be revised and submitted.

Construction Documents will include the following:

- 1) Site, grading, utility and landscape plans.
- 2) Foundation plan, details and sections.
- 3) Floor plans, roof and framing plans.
- 4) Structural details and schedules.
- 5) Exterior elevations.
- 6) Room finishes, door, frame and hardware schedules.
- 7) Interior elevations and details.
- 8) Building and wall sections.
- 9) Equipment plans and schedules.
- 10) HVAC and plumbing plans and schedules.
- 11) Electrical power, lighting and reflected ceiling plans and schedules.
- 12) Project manual including technical specifications and bidding documents.

C. Bidding Phase.



Mitzel + Scroggs will assist in issuance of documents for bidding, respond to questions, prepare addenda, issue clarifications and review bids.

D. Construction Administration.

Mitzel + Scroggs will assist with the construction administration phase by:

- 1) Periodic construction site visits.
- 2) Monitor construction progress and hold monthly progress meetings at site.
- 3) Interpret construction documents and the performance of contractors.
- 4) Review shop drawing and submittals for conformance to contract documents.
- 5) Prepare change orders to construction contracts (if needed).
- 6) Review monthly payout requests and waivers.
- 7) Submit punch lists for contractor and follow-up for project completion.
- 8) Coordinate with a Construction Manager hired by the County.

IV. Time Schedules

4.1 Time schedules as established with Owner.

V. Fee Schedule Proposal

5.1 Fees for Architectural and Engineering services shall be as per following:

A. Phase II - Basic Services shall be a guaranteed maximum lump sum with an hourly rate of \$85/manhour not to exceed \$56,400.00.

5.2 Additional services beyond the scope of basic services or changes in scope will be performed upon written approval from the Owners and will be compensated for on an hourly fee of \$85/manhour plus reimbursable charges.

5.3 Reimbursable expenses are expenses appropriate to this project charges at 1.1 times the costs to us for out of town travel, long distance telephone charges, printing and duplicating costs for bidding specifications and drawings (bluelines) sets.

5.4 Payments for professional services rendered and for reimbursable charges will be made monthly upon presentation of Mitzel + Scroggs statement. Payments due Mitzel + Scroggs under this agreement will include a service charge of one percent (1%) per month or the maximum permissible by applicable law, whichever is less, on any amount not paid within fifteen (15) days after the date of the billing. Account balance shall be kept current and an out-standing balance due will delay start of the next phase of Mitzel + Scroggs services.

VI. Project Team

Mitzel + Scroggs project team will consist of a principal as team leader who will be responsible for the primary liaison with you. The principals of the firm will be involved in all phases of the work. The team will be augmented with Consulting Engineers, and in-house personnel, i.e., draftsman, clerical staff.

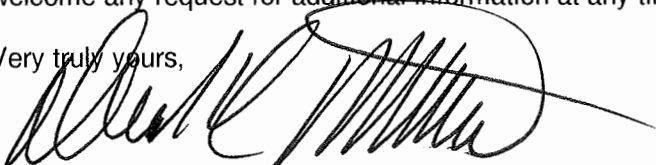
- 6.1 Architecture - Mitzel + Scroggs, Stuart S. Scroggs A.I.A., Project Manager.
- 6.2 Structural Engineering - All State Consultants, David Webber P.E., Structural Engineer.
- 6.3 Mechanical and Electrical Engineering - Timberlake Engineering P.C., Mark Timberlake P.E.
- 6.4 Kitchen Equipment Consultant - Ford Restaurant Co., Jake Jolley, Kitchen Planner.

VII. Additional Items

- 7.1 Legal and Topographical Survey and Subsurface Investigation shall be furnished by the Owner. Mitzel + Scroggs will assist the Owner separately in seeking proposals for the survey and soil borings.

We look forward to the opportunity of fulfilling the needs for Professional Services, and we welcome any request for additional information at any time.

Very truly yours,



Donald C. Mitzel, A.I.A.  
MITZEL + SCROGGS ARCHITECTS, INC.

DCM/ked

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

May Session of the February Adjourned

Term. 20 03

In the County Commission of said county, on the

1<sup>st</sup> day of

May

20 03

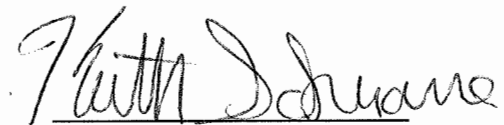
the following, among other proceedings, were had, viz:

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
4010-03915: Administrative Building Project – Operating Transfer In	\$20,000.00	
4010-71211: Administrative Building Project – A/E Fees	\$20,000.00	
4020-03915: JJC Building Project – Operating Transfer In		\$20,000.00
4020-71211: JJC Building Project – A/E Fees		\$20,000.00

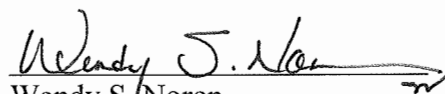
Said budget revision is to transfer funds out of the Administrative Building Project budget into the JJC Building Project budget.

Done this 1<sup>st</sup> day of May, 2003.



Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

ABSENT  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET REVISION

## BOONE COUNTY, MISSOURI

4/22/2003

EFFECTIVE DATE

FOR AUDITORS USE

223-2003

Department					Account	Department Name	Account Name	(Use whole \$ amounts)	
								Transfer From	Transfer To
								Decrease	Increase
4	0	1	0		0 3 9 1 5	Admin Bldg Project	Operating Transfer IN	20,000	
4	0	1	0		7 1 2 1 1	Admin Bldg Project	A/E Fees	20,000	
4	0	2	0		0 3 9 1 5	JJC Bldg Project	Operating Transfer IN		20,000
4	0	2	0		7 1 2 1 1	JJC Bldg Project	A/E Fees		20,000

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Increase Operating Transfer IN (from fund 400) and Architectural/Engineering Fees for Admin Building Project.  
 Increase Operating Transfer IN (from fund 400) and Architectural/Engineering Fees for JJC Building Project.

Reduce 401 bud/ Increase 402 bud

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

Additional funds may be needed in fund 401 if architectural contract is awarded.  
 Additional funds may be needed in fund 402 if construction contract is awarded.

*See Commission Signatures Below*  
 \_\_\_\_\_  
 Requesting Official

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

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

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

*Keith Schreiner*  
 \_\_\_\_\_  
 PRESIDING COMMISSIONER

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

*Steph*  
 \_\_\_\_\_  
 DISTRICT II COMMISSIONER

F r y 2003 Capital Projects Summary  
 Prepared by Auditor's Office

	4000 <u>Courthouse</u>	4010 <u>Admin Bldg</u>	4011 <u>Johnson Bldg</u>	4020 <u>JJC</u>	<u>Total</u>
Original Budget (71211 A/E Fees)	30,000	58,000	15,000	50,000	153,000 *
Plus/Minus Budget Revision		(20,000)		20,000	0
Total	<u>30,000</u>	<u>38,000</u>	<u>15,000</u>	<u>70,000</u>	<u>153,000</u>
Less: Current Encumbrances					
Mitzel Scroggs**				6,100	6,100
Engineering Surveys & Services				3,000	3,000
Butler Rosenbury & Partners***	29,155		9,920		39,075
Total	<u>29,155</u>	<u>0</u>	<u>9,920</u>	<u>9,100</u>	<u>48,175</u>
Remaining Balance	845	38,000	5,080	60,900	104,825
Less: Pending Contracts					
Mitzel Scroggs***				60,125	60,125
Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>60,125</u>	<u>60,125</u>
Remaining Balance	<u>845</u>	<u>38,000</u>	<u>5,080</u>	<u>775</u>	<u>44,700</u>

\* The capital project funds currently have \$156,000 in available cash. The 2003 budget includes appropriating \$153,000 of this total. Therefore, there is an additional \$3,000 which could be appropriated.

\*\* Actual expenditures will probably be somewhat less than \$6100 encumbrance. Current invoice = \$3369. However, final invoice amount is not known yet.

\*\*\* Not to Exceed. Includes reimbursables.

2004 DEPARTMENT BUDGET REPORT

REPORT RUN DATE: 4/23/2003  
 REPORT RUN TIME: 11:36:45

RUN BY: ADKAREN

PAGE: 1

401 GOV'T CENTER/JOHNSON BLDG CNST 4010 ADMIN. BUILDING CONSTRUCTION

ACCOUNT DESCRIPTION	2001	2002	2003	2003	2003	2003	2004	2004	%CHG FROM PY BUD
	ACTUAL	ACTUAL	BUDGET + REVISIONS	ACTUAL TO DATE	YTD %		PROJECTED	CORE REQUEST	
3915 OTI: CAP.PROJ. FUND	0	0	58,000	0	0	0	0	0	0
3900 OTHER FINANCING SOUR	0	0	58,000	0	0	0	0	0	0
TOTAL REVENUES ***	0	0	58,000	0	0	0	0	0	0
71211 A/E FEES	0	0	58,000	0	0	0	0	0	0
70000 CONTRACTUAL SERVICES	0	0	58,000	0	0	0	0	0	0
TOTAL EXPENDITURES	0	0	58,000	0	0	0	0	0	0
CLASS 2 THRU 8 TOT	0	0	58,000	0	0	0	0	0	0

402 JJC EXPANSION/RENOVATION

4020 JJC EXPANSION & RENOVATION

ACCOUNT DESCRIPTION	2001	2002	2003	2003	2003	2003	2004	2004	%CHG
	ACTUAL	ACTUAL	BUDGET + REVISIONS	ACTUAL TO DATE	YTD %		PROJECTED	CORE REQUEST	SUPPLMENTAL REQUEST
3711 INT-OVERNIGHT	66	0	0	0	0	0	0	0	0
3712 INT-LONG TERM INVEST	199	69	0	0	0	0	0	0	0
3798 INC/DEC IN FV OF INV	0	4-	0	0	0	0	0	0	0
3700 INTEREST	265	65	0	0	0	0	0	0	0
3915 OTI: CAP.PROJ. FUND	0	0	50,000	0	0	0	0	0	0
3900 OTHER FINANCING SOUR	0	0	50,000	0	0	0	0	0	0
TOTAL REVENUES ***	265	65	50,000	0	0	0	0	0	0
71201 CONSTR. COSTS (MAT)	17,337	0	0	0	0	0	0	0	0
71211 A/E FEES	0	0	50,000	9,100	18	0	0	0	100-
71231 OWNER COSTS	8	0	0	0	0	0	0	0	0
70000 CONTRACTUAL SERVICES	17,345	0	50,000	9,100	18	0	0	0	100-
83999 RESIDUAL EQUITY TRAN	536	0	0	0	0	0	0	0	0
80000 OTHER	536	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES	17,881	0	50,000	9,100	18	0	0	0	100-
CLASS 2 THRU 8 TOT	17,881	0	50,000	9,100	18	0	0	0	100-

4/23/2003

FY 2003

Budget Amendments/Revisions

**Administration Building Construction (4010)**

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	4/22/2003	4010-03915	Admin Bldg: Operating Transfer IN		20,000	Cover additional costs for JJC building project	
		4010-71211	Admin Bldg: A/E Fees		20,000		
		4020-03915	JJC Bldg: Operating Transfer IN	20,000			
		4020-71211	JJC Bldg: A/E Fees	20,000			



4/23/2003

FY 2003  
Budget Amendments/Revisions  
**JJC Expansion & Renovation (4020)**

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	4/22/2003	4010-03915	Admin Bldg: Operating Transfer IN		20,000	Cover additional costs for JJC building project	
		4010-71211	Admin Bldg: A/E Fees		20,000		
		4020-03915	JJC Bldg: Operating Transfer IN	20,000			
		4020-71211	JJC Bldg: A/E Fees	20,000			

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

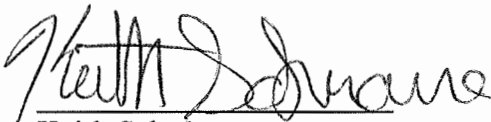
May Session of the February Adjourned Term. 20 03

In the County Commission of said county, on the 1<sup>st</sup> day of May 20 03

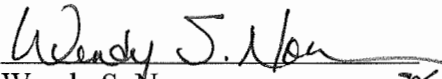
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the attached Local Emergency Management Regulations. It is further ordered that the Presiding Commissioner be hereby authorized to sign said regulations.

Done this 1<sup>st</sup> day of May, 2003.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

ABSENT  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**AN ORDER RELATING TO LOCAL EMERGENCY MANAGEMENT**

**BE IT ORDERED BY THE BOONE COUNTY COMMISSION OF THE COUNTY OF BOONE, COLUMBIA, MISSOURI, THAT:**

**ARTICLE I. IN GENERAL****Sec. 1. Definition**

A "disaster" is an occurrence such as a tornado, storm, flood, high water, wind-driven water, earthquake, drought, blizzard, pestilence, famine, fire, explosion, building collapse, vehicle wreck, act of terrorism, enemy attack, sabotage, public health emergency or any other natural or man-made situation that causes human suffering or creates human needs that the victims cannot alleviate without assistance, and that requires an extraordinary commitment of governmental resources. This definition should be construed liberally consistent with the provisions of chapter 44, RSMo.

**Sec. 2. Duties, powers and responsibilities of the Presiding Commissioner.**

(a) The Presiding County Commissioner may declare an emergency whenever a disaster is imminent or actually occurs within Boone County (and each town or village within the county without an emergency management services program) and the safety and welfare of the inhabitants is jeopardized.

(b) The Presiding Commissioner shall as soon as possible, upon notification, report to the emergency operations center and assume control over the county's emergency response in coordination with emergency management personnel.

(c) Upon declaration of an emergency, the Presiding Commissioner shall have all powers granted to the County Commission by Chapter 44, RSMo and shall take all steps necessary to ensure the health, safety and welfare of all persons within the territorial limits of Boone County, except in municipalities adopting their own emergency management services program under chapter 44, RSMo.

**Sec. 3. Line of succession in absence of Presiding Commissioner.**

(a) If the Presiding Commissioner is absent or disabled, the person designated to be acting Presiding Commissioner by the County Clerk of Boone shall assume the duties of the Presiding Commissioner in accordance with section 49.070, RSMo, unless or until the other two commissioners vote one of their number to act as Presiding Commissioner.

(b) If the Presiding Commissioner is absent or disabled and no person is designated as Acting Presiding Commissioner under subsection (a) above is available and able to serve as acting Presiding Commissioner, the acting Presiding Commissioner shall be appointed by the presiding judge of the Circuit Court of Boone County, Missouri, in accordance with section 49.160, RSMo.

#### **Sec. 4 EMERGENCY REGULATIONS**

(a) If a disaster occurs which requires the implementation of the County emergency operations plan, or if an emergency occurs which does not require the immediate implementation of the county emergency operations plan but which requires the extraordinary management of county resources, the county Presiding Commissioner is authorized to declare an emergency and establish temporary emergency regulations to ensure the health, safety and welfare of persons within the county. At the next regular Boone County Commission meeting after establishing emergency regulations or at a special meeting held before the next regular Commission meeting, the Presiding Commissioner shall give a complete report on the emergency to the Boone County Commission. If the Presiding Commissioner determines that the emergency regulations should remain in effect, an order shall be prepared and presented at the Boone County Commission meeting, which would establish the regulations, by order.

(b) Regulations established under this section shall have the force of law. A person who violates the regulation established under this section after receiving notice of the regulation shall be guilty of an offense punishable as provided by section 44.130, RSMo, or as otherwise provided by applicable criminal law for the offense committed.

#### **Sec. 5. Emergency water regulations**

(a) After declaring a water use emergency, the Presiding Commissioner shall establish temporary emergency regulations. The procedures and penalties listed above shall apply to these regulations.

Secs. 6-15. Reserved

### **ARTICLE II. EMERGENCY MANAGEMENT ORGANIZATION**

#### **Sec. 16. Duties and responsibilities.**

(a) In accordance with chapter 44, RSMo, there is hereby created an administrative division of the County to be known as the office of emergency management. This office shall be responsible for the County's emergency management operations.

(b) The office of emergency management shall perform emergency management functions in cooperation with the city of Columbia and the state of Missouri in accordance with the provisions of Chapter 44, RSMo, and any mutual-aid or cooperative agreement with the city of Columbia or other political subdivision as the term is used in chapter 44, RSMo.

**Sec. 17. Office and headquarters.**

The Boone County Presiding Commissioner shall designate space for emergency operations in any building owned or leased by the County or as provided by cooperative agreement with the city of Columbia and under the Columbia/Boone County Emergency Operation Plan.

**Sec. 18. Director; designation and duties.**

The office of emergency management shall be headed by the emergency communications and management Director.

- (a) The Director shall be appointed and subject to removal by the Presiding Commission/City Manager in accordance with any established cooperative agreement.
- (b) The Director shall have direct responsibility for the organization, administration and operations of local emergency operations planning subject to the direction and control of the Presiding Commissioner and under subject to any cooperative agreement or mutual-aid agreement as provided in chapter 44, RSMo.
- (c) The Director shall be responsible for maintaining records on use and disposal of all items of equipment placed under the jurisdiction of the office of emergency management.
- (d) The Director is authorized to submit all materials and sign all documents requested by the state emergency management agency to qualify the County for participation in federal contributions.
- (e) The Director shall be responsible for all training required by Chapter 44 RSMo.

**Sec. 19. Powers of Presiding Commissioner.**

The Presiding Commissioner and the Director, in accordance with Chapter 44, RSMo may:

- (a) Expend funds, make contracts, obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons, including emergency assistance to victims of natural and manmade disasters, or national emergency; the safety of property; and direct and coordinate the development of disaster plans and programs in accordance with the policies and plans of the federal and state disaster and emergency planning.
- (b) Appoint and remove rescue teams and other emergency operations teams, units or personnel.
- (c) Assign emergency missions to nongovernmental groups such as physicians and news media as necessary to develop a capability to augment government disaster response.

- (d) In the event of declared national or local emergency, waive the provisions of law requiring advertisements for bids for the performance of public works or entering into contracts.
- (e) With the approval of the Boone County Commission and consistent with the Missouri Emergency Operations Plan, enter into mutual-aid agreements with other public and private agencies within and without the state for reciprocal emergency aid.
- (f) Accept services, materials, equipment, supplies or funds granted or loaned by the federal government for disaster planning and operations purposes.

**Sec. 20. Oath of personnel**

No person shall be employed or associated in any capacity with the office of emergency management who advocates or has advocated a change by force or violence in the constitutional form of the government of the United states or of the State of Missouri or the overthrow of any government in the United States by force or violence, or has been convicted of or is under indictment or information charging any subversive act against the United States. Each person who is appointed to serve in the office shall, before entering upon the duties of the position, take an oath, in writing, before a person authorized to administer oaths in this state, which oath shall be substantially as follows:

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will support and defend the Constitution of the United states and the Constitution of the State of Missouri against all enemies, foreign and domestic, that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am a member of the Boone County office of emergency management, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence.

**Sec. 21. Emergency operations plan.**

- (a) The Director shall prepare a comprehensive emergency operations plan consisting of a basic plan covering direction and control of the emergency operations center and administrative annexes that implement the basic plan.
- (b) The Boone County Commission shall adopt the basic plan, any supplemental plans, and any amendments to these documents.
- (c) The Presiding Commissioner shall adopt administrative annexes to the plan that the Director considers necessary or desirable to implement the basic plan. The Presiding Commissioner shall adopt any amendments to these annexes that the Presiding Commissioner considers necessary or desirable.

(d) The Director shall review the emergency operations plan annually. If the Director believes any changes to the plan are necessary or desirable, the Director shall recommend such changes to the Presiding Commissioner for appropriate action.

**Sec. 22. Testing and training**

The office of emergency management shall conduct exercises, testing, and training in accordance with the annual statement of work approved by the State of Missouri Emergency Management Agency (SEMA).

Secs. 23-34. Reserved

**ARTICLE III. EMERGENCY ASSISTANCE TO OTHER GOVERNMENTAL AGENCIES**

**Sec.35. Emergency assistance to other governmental agencies; policies and procedures.**

(a) The Presiding Commissioner or Presiding Commissioner's designee may authorize the public works department,, public safety joint communications and office of emergency management (in accordance with the cooperative agreements) to provide assistance to any governmental agency in Missouri or in a bordering state, at the time of a significant emergency such as fire, earthquake, flood, tornado, storm, hazardous material incident, or civil disturbance.

(b) Requests for emergency assistance shall be promptly communicated to the County Presiding Commissioner or Presiding Commissioner's designee.

(c) Emergency assistance shall not be authorized if, in the opinion of the Presiding Commissioner or Presiding Commissioner's designee, the safety of the inhabitants of Boone County would be jeopardized if such assistance were provided.


(d) This section does not supersede any existing mutual aid agreement, city ordinance or resolution, but shall replace any prior county order.

(e) In the absence of an adopted and approved emergency operations ordinance in any of the municipalities in Boone County, the County order and authority shall apply.

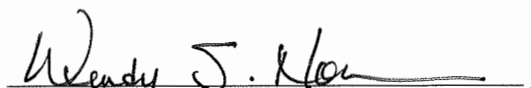
This order shall be in full force and effect from and after its passage and approval as provided by law.

So ordered this 13<sup>th</sup> day of, MAY 2003.

Boone County, Missouri  
By Boone County Commission

  
Presiding Commissioner

ATTEST:

  
Boone County Clerk