

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 04

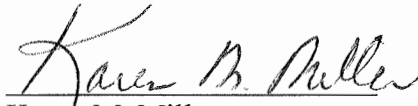
In the County Commission of said county, on the 15th day of December 20 04


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

Now on this day the County Commission of the County of Boone does hereby award bid 78-23NOV04 for Shop Fluids Term and Supply to MFA Oil Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

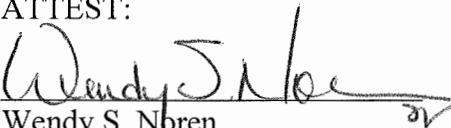
Done this 15th day of December, 2004.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

506-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: December 6, 2004
RE: 78-23NOV04 – Shop Fluids Term and Supply

The Bid for Shop Fluids Term and Supply was issued on November 11, 2004 and closed on November 23. Four bids were received. Upon the completion of the bid evaluation, Purchasing and Public Works recommend awarding by “all or none” award to MFA Oil Company for submitting the low bid.

This is a Term and Supply contract for the period January 1, 2005 through December 31, 2005 and may be renewed for two additional one-year periods. Invoices will be paid out of organization 2040 – Public Works Maintenance Operations, account 59050 – Engine Fluids. \$14,087 per year is budgeted for these products.

Please find attached a copy of the bid tabulation for your review.

att: bid tabulation

cc: Greg Edington, Public Works
Bid File

BID TABULATION

78-23NOV - SHOP FLUIDS TERM & SUPPLY

4.7. Pricing		DESCRIPTION	McCollister & Co (United Lubricants)		Hampel Oil, Inc.		MFA Oil		J. D. Frame Oil Company	
ITEM #	QTY		UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
4.7.1.	2,750 gal	API/CF, CF-2, CF-4, CH-4/SJ Detergent Oil, Heavy Duty Special II 15W-40 for gas and/or diesel engines. Tank capacity = 250 gallons bulk	\$ 3.76	\$ 10,340.00	\$ 4.03	\$ 11,082.50	\$ 3.80	\$ 10,450.00	\$ 4.29	\$ 11,797.50
4.7.2.	1,045 gal	Universal Premium Transdraulic Detergent Oil with service rating , J20 C/D, J14C, JDT303, C3/C4, B6, Case/IH MS1207, MS1210, JIC 145, TCH, TFD. Tank Capacity = 250 gallons bulk.	\$ 3.64	\$ 3,803.80	\$ 4.37	\$ 4,566.65	\$ 3.70	\$ 3,866.50	\$ 4.09	\$ 4,274.05
4.7.3.	110 gal.	Anti-freeze fluid in 55 gal. drums	\$ 5.98	\$ 657.80	302 drum	\$ 604.00	\$ 330.00	\$ 660.00	\$ 5.39	\$ 592.70
4.7.4.	60 gal.	Anti-freeze fluid in 1 gal. containers	\$ 6.93	\$ 415.80	\$ 4.15	\$ 249.00	\$ 6.80	\$ 408.00	\$ 5.99	\$ 359.40
4.7.5.	330 gal.	Transmission fluid in 55 gal. drums - Dexron III	\$ 3.54	\$ 1,168.20	\$ 4.39	\$ 1,448.70	\$ 214.50	\$ 1,287.00	\$ 3.99	\$ 1,316.70
4.7.6.	110 gal.	SAE 80-90W gear lube GL5 in 55 gallon drums	\$ 3.85	\$ 423.50	\$ 279.66	\$ 559.32	\$ 231.00	\$ 462.00	\$ 4.29	\$ 471.90
4.7.7.	36 Bx	High Temperature Lithium Complex NLGI No. 2GC-Li cartridge type, 10-14 oz. per box.	\$ 12.00	\$ 432.00	\$ 16.75	\$ 603.00	\$ 16.00	\$ 576.00	\$ 16.50	\$ 594.00
4.7.8.	1 barrel	High Temperature Lithium Complex NLGI No. 2GC-Li, 120 lb. per barrel	\$ 144.00	\$ 144.00	\$ 151.28	\$ 151.28	\$ 145.00	\$ 145.00	\$ 165.00	\$ 165.00
4.7.9.	120 qts.	Transmission Fluid, Dexron III	\$ 1.50	\$ 180.00	19.14 cs.	\$ 191.40	\$ 1.24	\$ 148.80	\$ 1.34	\$ 160.80

BID TABULATION

78-23NOV - SHOP FLUIDS TERM & SUPPLY

4.7.	Pricing		McCollister & Co (United Lubricants)		Hampel Oil, Inc.		MFA Oil		J. D. Frame Oil Company	
4.7.10.	120 qts.	Transmission Fluid, Mercon V: Synthetic	\$ 3.00	\$ 360.00	30.07 cs.	\$ 300.70	\$ 2.60	\$ 312.00	\$ 2.00	\$ 240.00
4.7.11.	55 gal.	SAE 50 with API service rating of CD or higher 5 Gallon Containers	\$ 4.40	\$ 242.00	29.44 pail	\$ 323.84	\$ 21.25	\$ 233.75	\$ 5.99	\$ 329.45
4.7.12.	60 gal.	DexCool or equal; meets ASTM D-3306 and D-4340, gallon containers.	\$ 9.69	\$ 581.40	will source @ best price available w/ mim. Mark-up		\$ 11.50	\$ 690.00	\$ 9.99	\$ 599.40
4.7.13.	120 gal.	SAE 5W-20 motor oil API SL ILSAC GF-3	\$ 7.20	\$ 864.00	340.22 drum	\$ 742.30	\$ 1.35	\$ 162.00	\$ 1.90	\$ 228.00
4.7.14.	120 qts.	SAE 5W-30 motor oil with API service rating of SJ SH	\$ 1.50	\$ 180.00	\$ 19.56	\$ 195.60	\$ 1.25	\$ 150.00	\$ 1.50	\$ 180.00
4.7.15.	5 cases	Power Steering Fluid in 1 QT containers for Ford, General Motors and Chrysler Power Steering Units	\$ 18.80	\$ 94.00	\$ 17.81	\$ 89.05	\$ 18.00	\$ 90.00	\$ 17.00	\$ 85.00
4.7.16.	120 qts.	SAE 10W30 motor oil with API service rating of SJ SH	\$ 1.45	\$ 174.00	\$ 18.58	\$ 185.79	\$ 1.25	\$ 150.00	\$ 1.45	\$ 174.00
4.7.17.	110 gal.	Transmission Fluid, Castrol TranSynd Synthetic, 55 Gallon Drum, for use in Allison Automatic Transmissions	\$ 25.75	\$ 2,832.50	no bid		\$ 990.00	\$ 1,980.00	\$ 21.81	\$ 2,399.10
4.7.18.	55 gal.	Delvac Super 1300 15W-40 in 55 gal. drums	\$ 6.65	\$ 365.75	\$ 278.69	\$ 278.69	\$ 302.50	\$ 302.50	\$ 5.99	\$ 329.45
4.7.19.	TOTAL (4.7.1 – 4.7.18.)		\$ 23,258.75		\$ 21,571.82		\$ 22,073.55		\$ 24,296.45	
4.7.20.	Maximum Percentage Increase for									
	% 2nd Year;		7.50%		See explanation on bid		5%		15%	
	% 3rd Year.		7.50%		See explanation on bid		5%		20%	

BID TABULATION

78-23NOV04 - SHOP FLUIDS TERM & SUPPLY

4.7.	Pricing	McCollister & Co (United Lubricants)	Hempel Oil, Inc.	MFA Oil	J. D. Frame Oil Company
4.9.	CO-OP	Yes	Yes	Yes	Yes
4.10.	Delivery Date ARO:	As Required	No Response	Same Day	Next Day or Same Day if an Emergency
4.11.	Cash Discount: __%; Net __ Days	Ø	N/A	0% net 30	2% net 10

NO BIDS

Crown Power & Equipment
Oncok Energy Marketing Company

Opened By: Melinda Bobbitt
Recorded By: Heather Turner
Date: 11/22/04

Time: 10:38 a.m.

**PURCHASE AGREEMENT
FOR
SHOP FLUIDS TERM AND SUPPLY**

THIS AGREEMENT dated the 15 day of DEC 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **MFA Oil Company**, 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 **Shop Fluids Term and Supply**, County of Boone Request for Bid, bid number **78-23NOV04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated November 17, 2004 and executed by Don North, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2005 and extend through December 31, 2005 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to in sections 4.7.1. through 4.7.18., and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver the items as specified and as requested by the County.

5. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response 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.

6. **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.

7. **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.

8. **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.

MFA OIL COMPANY

by Don North
 title Director, PD+RS
 address P.O. Box 519
Columbia, Mo. 65205

BOONE COUNTY, MISSOURI

by Boone County Commission
Keith Schnarre
 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
 County Counselor

ATTEST:

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) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

no encumbrance required 2040-59050 Term/Supply
 Signature [Signature] Date 12/6/04 Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned Term. 20 04

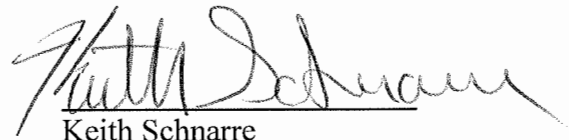
County of Boone

In the County Commission of said county, on the 15th day of December 20 04

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

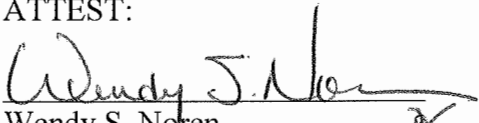
Now on this day the County Commission of the County of Boone does hereby award bid 64-28OCT04 for Elevator Maintenance Term and Supply to Schindler Elevator Corporation. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 15th day of December, 2004.

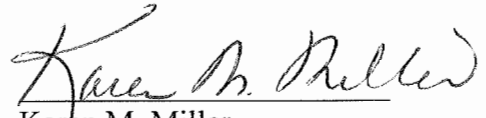


Keith Schnarre
Presiding Commissioner

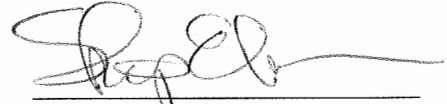
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

507-2004

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: December 6, 2004
RE: 64-28OCT04 Elevator Maintenance Term & Supply

The Bid for Elevator Maintenance for the Facilities Maintenance Department closed on October 28, 2004. Two bids were received. The bid from the low bidder (Kone, Inc.) was determined to be non-responsive since they are unable to maintain elevator security systems at the Courthouse. Therefore, Purchasing and Facilities Maintenance recommend award to the only responsive bidder, Schindler Elevator Corporation.

This Term & Supply contract will be paid out of department 6100 Facilities and Grounds Maintenance, Account Number 60050 Equipment Service Contract. The budgeted amount for FY 2005 for elevator maintenance is \$8,000.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Ken Roberts, Facilities Maintenance
Bid File

Bid Tabulation

64-28OCT04 - Elevator Maintenance

		Schindler Elevator Corp.	Kone, Inc.
4.8.	ELEVATORS OWNED BY BOONE COUNTY		
4.8.1.	Boone County Courthouse, 705 East Walnut		
	Qty. (1) Schindler Hydraulic Passenger Elevators Serial Number HG 82700 Manufactured 10/28/91	Cost Per Quarter \$360.00	Cost Per Quarter \$318.00
4.8.2.	Boone County Courthouse, 705 East Walnut		
	Qty. (1) Schindler Hydraulic Passenger Elevators West Car # B43B1F Serial Number: HG 82701 - Manufactured 10/28/91	Cost Per Quarter \$360.00	Cost Per Quarter \$318.00
4.8.3.	Boone County Courthouse, 705 East Walnut		
	Qty. (1) Schindler Hydraulic Passenger Elevators East Car # B43B1F-3 Serial Number: HG 82701 - Manufactured 10/28/91	Cost Per Quarter \$360.00	Cost Per Quarter \$318.00
4.8.4.	Boone County Government Center, 801 East Walnut		
	Qty (1) Dover Oildraulic Passenger Elevator Serial Number: EE 5153 - Manufactured 4/6/95	Cost Per Quarter \$360.00	Cost Per Quarter \$318.00
4.8.5.	Boone County Johnson Building, 601 East Walnut		
	Qty. (1) Dover Oildraulic Passenger Elevator Serial Number: EF1971 - Manufactured 4/6/95	Cost Per Quarter \$360.00	Cost Per Quarter \$318.00
4.9.	Flat Hourly rate for emergencies per section 2.2.3.5.	Cost Per Hour \$154.65	Cost Per Hour \$137.00
4.10.	(Circle One) DO you have the capability to maintain elevator security systems per section 2.2.3.6.?	YES	NO
4.11.	Maximum % Increase 2nd Contract Period: __%	5%	6%
4.12.	Maximum % Increase 3rd Contract Period: ____%	5%	6%
	Co-op	Yes	Yes

No Bids

Custom Home Elevators of St. Louis, Inc.

2005

12/08/04

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

PURC

DATE

872

Schindler Elevator Corporation

VENDOR NO.

VENDOR NAME

To: County Clerk's Office

ADDRESS

CITY

Comm Order # 507-2004

Return to Auditor's Office

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements. Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

- Transaction Not Subject To Bidding For The Following Reason:
- Utility
 - Travel
 - Dues
 - Refund
 - Cooperative Agreement
 - Other (Explain):
 - Training
 - Pub/Subscriptions
 - Required Gov Payment
 - Agency Fund Distribution

RECEIVED

DEC 08 2004

#64-28OCT04

(Enter Applicable Bid / Sole Source / Emergency Number)

BOONE COUNTY AUDITOR

Bill To Department # 6100

Ship To Department # 6100

Department				Account				Item Description	Qty	Unit Price	Amount	
6	1	0	0	6	0	0	5	0	Elevator Maintenance - Boone County Courthouse	4	1080.00	4320.00
									Elevator Maintenance - Government Center	4	360.00	1440.00
									Elevator Maintenance - Johnson Building	4	360.00	1440.00
									Total			7200.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Requesting Official

Auditor Approval

**PURCHASE AGREEMENT
FOR
ELEVATOR MAINTENANCE – TERM & SUPPLY**

THIS AGREEMENT dated the 15 day of DEC 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Schindler Elevator Corporation**, 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 **Elevator Maintenance Term & Supply**, County of Boone Request for Bid for Elevator Maintenance Term & Supply, bid number **64-28OCT04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Exhibit A Prior Experience, Standard Terms and Conditions, as well as the Contractor's bid response executed by H.L. Smith on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Exhibit A Prior Experience, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2005 through December 31, 2005 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of six (6) months 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.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Elevator Maintenance Services. Items 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 County.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to Boone County Facilities Maintenance and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response 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.

6. 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.


7. 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.

8. 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.

Schindler Elevator Corporation

by 

title _____

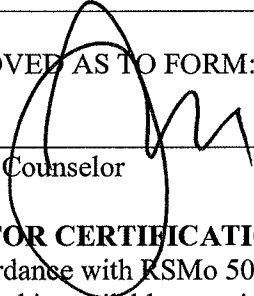
address _____

BOONE COUNTY, MISSOURI

by: Boone County Commission

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:



County Counselor

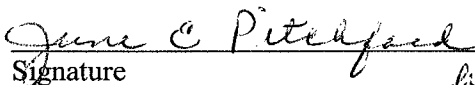
ATTEST:


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) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

6100/60050 Term & Supply

 12/8/04
Signature by se Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

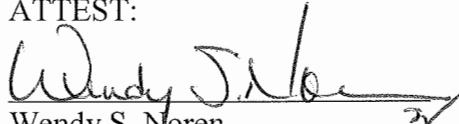
December Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 15th day of December 20 04
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Requisition for Partial Payment of Annual Contributions, Certification of Payments to Influence Federal Transactions and Disclosure of Lobbying Activities for the Central Missouri Counties Human Development Corporation revised budget for Section 8 Voucher Program.

Done this 15th day of December, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Suggested Format for Requisition for Partial Payment of Annual Contributions Section 8 Housing Assistance Payments Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 07/31/2007)

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless that collection displays a valid OMB control number. Authority for this collection of information is the Housing and Community Development Act of 1987. Housing Agencies (HAs) required to maintain financial reports in accordance with accepted accounting standards too permit timely and effective audits. The financial records identify the amount of annual contributions that are received and disbursed by HAs. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Date of Requisition (mm/dd/yyyy) 12/14/2004		2. No. of Months in 1st FY		4. Public Housing Agency (HA) (Name and Address) BOONE COUNTY PHA 807 B NORTH PROVIDENCE ROAD COLUMBIA, MO 65203		
3. Project Number M O 1 9 8 V O 0 2 4 0 7 4						
5. Housing Program Type (Mark one) <input type="checkbox"/> (a) Moderate Rehabilitation <input checked="" type="checkbox"/> (c) Rental Vouchers <input type="checkbox"/> (b) Rental Certificates				6. HA Fiscal Year Ending Date (Mark one box and complete year) <input type="checkbox"/> March 31, <input type="checkbox"/> June 30, <input checked="" type="checkbox"/> September 30, <input type="checkbox"/> December 31, (YYYY) 2005		
7. Number of Units Under Lease to Eligible Families as of Date of Requisition 360	8. Average Monthly Housing Assistance Payment Per Unit as of Date of Requisition 266.61	9. Estimated Number of Units to be Under Lease at End of Requested Year 401	10. Unit Months Under Lease Year to Date 3,573	11. Average Monthly Housing Assistance Payment Per Unit Year to Date 279.35		

	Funds Required for Requested Year
12. Preliminary Administrative and General Expense	
13. Estimated Housing Assistance Payments (Account 4715)	675,354
14. Estimated Ongoing Administrative Fee	96,168
15. Estimated Hard-to-House Fee (Existing Housing Certificates and Housing Vouchers Only)	5,400
16. Independent Public Accountant Audit Costs (Section 8 Only)	4,000
17. Total Funds Required to End of Requested Year (Sum of Lines 12 through 16)	780,922
Payments Previously Approved for the Fiscal Year (applicable only to revised requisition)	0
19. Adjustment to Requisition (Difference of Line 17 and Line 18. Do not use brackets)	0
20. Total Payment Requirement For Requested Year (Line 18 plus or minus adjustment on Line 19 if revised requisition. Total must equal Line 17)	780,922

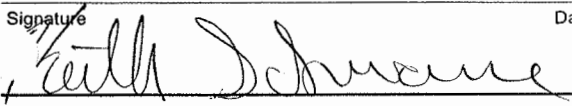
21. Paid in Equal Installments (Original Requisition Only) Paid in Unequal Installments

22. Installment	1	2	3	4	5	6
HA Total	130,152	130,154	130,154	130,154	130,154	130,154
HUD Revision						
Installment	7	8	9	10	11	12
HA Total						
HUD Revision						

23a. Total (HA) \$ 780,922 23b. Total (HUD) \$ 24. Revised Monthly Installments Begin Month Of: APRIL 2005

I Certify that (1) housing assistance payments have been or will be made only in accordance with Housing Assistance Payments Contracts or Housing Voucher contracts in the form prescribed by HUD and in accordance with HUD regulations and requirements; (2) units have been inspected by the HA in accordance with HUD regulations and requirements; and (3) this requisition for annual contributions has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Title of Authorized HA Official KEITH SCHNARRE, PRESIDING COMMISSIONER	Title of Authorized HUD Approving Official
Signature 	Signature
Date (mm/dd/yyyy) 12/15/2004	Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> A a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> C a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> B a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year <u>2005</u> quarter _____ date of last report <u>11/16/04</u>
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Boone County PHA 807 B North Providence Road Columbia, MO 65203 Congressional District, if known: ^{4c}	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: DEPT. OF HOUSING & URBAN DEVELOPMENT	7. Federal Program Name/Description: CFDA Number, if applicable: <u>14.871</u>	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>KEITH SCHNARRE</u> Title: <u>PRESIDING COMMISSIONER</u> Telephone No.: <u>573-443-8706</u> Date: <u>12/15/2004</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

BOONE COUNTY PHA

Program/Activity Receiving Federal Grant Funding

SECTION 8 HOUSING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

KEITH SCHNARRE

Title

PRESIDING COMMISSIONER

Signature



Date (mm/dd/yyyy)

12/15/2004

[\[Search\]](#) [\[Prev List\]](#) [\[Doc List\]](#) [\[Next List\]](#) [\[First Doc\]](#) [\[Prev Doc\]](#) [\[Curr Doc\]](#) [\[Next Doc\]](#) [\[Last Doc\]](#)
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Byrd Amendment Requirement for Anti-Lobbying Certification

Directive Number: 98-59

[Click Here to Download MS Word File](#)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Special Attention: NOTICE PIH 98-59 (HA)
Secretary Representatives
State and Area Coordinators
Directors, Office of Public Housing Issued: December 3, 1998
Director, Financial Management Center Expires: December 31, 1999
(FMC), Public Housing Agencies

Subject: Byrd Amendment Requirement for Anti-Lobbying
Certification

1. Purpose: This Notice provides guidance to Public Housing Agencies regarding the submission of the Form HUD-50071, Certification for Contracts, Grants, Loan and Cooperative Agreements, as required by the Byrd Amendment.
2. Background: Prior to the issuance of the new revised Consolidated Annual Contributions Contracts (CACCs), which were transmitted under [Notice PIH 98-21](#), housing agencies (HAs) were required to submit Form [HUD-50071](#) with their CACC whenever the HA executed an amendment to the CACC to add budget authority for increments exceeding \$100,000. However, the new revised CACC issued on April 7, 1998, eliminates the need for HUD to prepare a CACC on Form [HUD-52520](#) for execution by the HA each time new or renewal funding increments are added after the revised CACC has been executed by the HA.
3. Revised Submission Requirements: Henceforth, if an HA receives funds exceeding \$100,000 in budget authority, in any HA fiscal year the HA is required to submit form HUD-50071, Certification for Contracts, Grants, Loan and Cooperative Agreements, certifying that the HA has not and will not make any prohibited payment from federally appropriated funds. In addition, the HA is required to submit [Standard Form \(SF\)-LLL](#), Disclosure of Lobbying Activities, disclosing any payment made, or agreement to make a payment, with other than federally appropriated funds for influencing or attempting to influence executive or legislative branch personnel in connection with new or renewal funding.

The forms must be submitted with each annual budget submission, which ensures that the requirement is met. HAs will not be permitted to draw on new renewal or incremental funding increments for the Section 8 programs until the Certifications are received by HUD.

4. Contact: Questions should be addressed to Mary C. Conway,
Director, Section 8 Finance Division.

/s/ Harold Lucas
Assistant Secretary for Public
and Indian Housing

Attachment ([Click here for Form HUD-50071.](#))

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Central Missouri Counties' Human Development Corporation

A Community Action Agency
807-B N. PROVIDENCE ROAD
COLUMBIA, MO 65203
www.cmchdc.org
(FAX) 573-875-2689 • (TDD) 573-874-6993
573-443-8706

December 14, 2004

Keith Schnarre
Boone County Commission
801 E. Walnut Street
Columbia, Missouri 65201

Dear Mr. Schnarre:

Enclosed you will find a copy of a Requisition for Partial Payment of Annual Contributions; form HUD-52663, for MO198VO 024-074. This requisition is for payments from HUD for the Housing Choice Voucher program beginning April 1, 2005 and ending September 30, 2005. The requisition is effective April 1, 2005.

Two additional certification forms that require your signature are Form HUD-50071, Certification for Contracts, Grants, Loan and Cooperative Agreements and Standard Form SF-LLL, Disclosure of Lobbying, per enclosed Notice PIH 98-59.

The forms must be signed in **blue** ink.

I have arranged, with the County Clerk's Office, to appear before the Commission December 15, 2004 at 2:30 P.M.

Yours truly,

Barbara Johnson
Accountant

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 15th day of December 20 04

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:

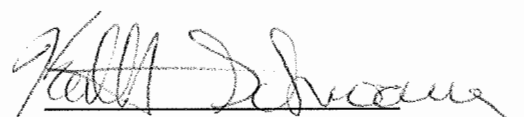
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1255-60200: Corrections – Equipment Repair/Maintenance	\$1,890.00	
1255-92301: Corrections – Replacement Computer Hardware		\$1,890.00


Said budget revision is for the purchase of a new touchscreen computer at the Boone County Jail.

Done this 15th day of December, 2004.

ATTEST:

Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

12-9-04

EFFECTIVE DATE

RECEIVED

DEC 10 2004

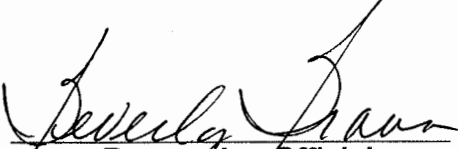
FOR AUDITORS USE

509-2004

Department					BOONE COUNTY AUDITOR Account					Department Name	Account Name	(Use whole \$ amounts)		
												Transfer From	Transfer To	
												Decrease	Increase	
1	2	5	5		6	0	2	0	0	Corrections	Equip. repair/maint		1890.	
1	2	5	5		9	2	3	0	1	Corrections	Repl. comp hardware			1890.

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): To replace computer touchscreen in the jail. See attached.

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):


 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:

Commission agenda


 Auditor's Office


 PRESIDING COMMISSIONER


 DISTRICT I COMMISSIONER


 DISTRICT II COMMISSIONER

Corrections has a touch screen monitor used with the jail's locking system that is in need of repair. The cost to repair this machine will be approx. \$1200.00 + shipping, and the cost of a new machine is approx. \$1864.00 + shipping. We feel like the new machine would be a better choice, due to the age of the broken machine.

From: June Pitchford
To: Leasa Quick
Date: 12/6/04 10:03AM
Subject: Re: June, Corrections has a touch screen monitor used with the jail's locking system that is in need of

Leasa,

I am unaware of any change in commission policy regarding budget revisions, so this budget revision request should go to the commission agenda for approval. (The Commission approves the class 9 budget at the item level and any deviation from it requires a commission order.)

Please prepare a budget revision, which we will review and then forward on to Shawna for scheduling on the Commission Agenda. Please attach explanatory information/justification to the budget revision-- this is very helpful for both my office and the commission.

The funding for the Troponin Tower was originally included in "Contingency" and then transferred by the Commission to the Corrections budget earlier this year. In your information/justification for the budget revision, it would be helpful to explain why the medical equipment was not purchased and if there are plans to purchase it in the future.

Thanks,
June

>>> Leasa Quick 12/01/04 03:08PM >>>

June, Corrections has a touch screen monitor used with the jail's locking system that is in need of repair. The cost to repair this machine will be approx. \$1200.00 + shipping, and the cost of a new machine is approx. \$1864.00 + shipping. We feel like the new machine would be a better choice, due to the age of the broken machine.

Currently Corrections has \$7000.29 remaining in class 9 mostly due to the "Troponin Tower" the nurses budgeted for but are unable to purchase because of the certifications needed to run the machine.

We would like to over-spend account #92300, and purchase the touch screen, with the excess in account #91300 expected to cover the cost.

Does this seem like an acceptable approach to you? When I receive your response I will forward the necessary paperwork to purchase the monitor.

Thank you, Leasa

CC: Beverly Braun; Karen Frederick; Keith Hoskins; Ted Boehm; Warren Brewer

100 GENERAL FUND

1255 CORRECTIONS

ACCOUNT DESCRIPTION	2003	2004	2004	2004	2004	2005	2005	2005	2005	2005	% CHG
	ACTUAL	BUDGET + REVISIONS	ACTUAL TO DATE	YTD%	PROJECTED	CORE REQUEST	SUPPLMENTAL REQUEST	PROPOSED SUPPLMENTAL	AUDITOR REVISIONS	PROPOSED BUDGET	FROM 2004 BUDGT
37200 SEMINARS/CONFEREN/MEETING	1,900	2,050	399	19	1,500	2,050	0	0	0	2,050	0
37210 TRAINING/SCHOOLS	2,704	2,800	3,618	129	4,000	2,800	0	0	0	2,800	0
37220 TRAVEL (AIRFARE, MILEAGE, ET	1,218	1,000	509	50	800	1,000	0	0	0	1,000	0
37230 MEALS & LODGING-TRAINING	1,142	1,500	502	33	1,000	1,500	0	0	0	1,500	0
30000 DUES TRAVEL & TRAINING	7,116	7,550	5,335	70	7,486	7,550	0	0	0	7,550	0
48000 TELEPHONES	6,038	5,000	4,910	98	5,800	5,800	0	0	0	5,800	16
48050 CELLULAR TELEPHONES	2,250	1,960	965	49	1,200	1,500	0	0	0	1,500	23-
48100 NATURAL GAS	35,547	36,250	31,129	85	36,000	39,000	0	0	0	39,000	7
48200 ELECTRICITY	71,273	80,000	70,326	87	77,000	77,000	0	0	0	77,000	3-
48300 WATER	16,307	18,500	16,581	89	18,000	18,000	0	0	0	18,000	2-
48400 SOLID WASTE	2,916	3,000	2,430	81	3,000	3,000	0	0	0	3,000	0
40000 UTILITIES	134,333	144,710	126,343	87	141,000	144,300	0	0	0	144,300	0
59000 MOTORFUEL/GASOLINE	15,804	20,600	17,494	84	18,000	20,000	0	0	0	20,000	2-
59025 MOTOR VEHICLE TITLE EXP	17	25	11	44	25	34	0	0	0	34	36
59030 MOTOR VEHICLE LICENSE FEE	43	25	36	144	39	39	0	0	0	39	56
59100 VEHICLE REPAIRS	3,263	7,000	5,276	75	5,500	4,000	0	0	0	4,000	42-
59105 TIRES	1,278	1,400	1,436	102	1,700	1,700	0	0	0	1,700	21
50000 VEHICLE EXPENSE	20,407	29,050	24,255	83	25,264	25,773	0	0	0	25,773	11-
60050 EQUIP SERVICE CONTRACT	1,596	3,378	1,862	55	3,100	3,300	0	0	0	3,300	2-
60200 EQUIP REPAIRS/MAINTENANCE	2,790	5,500	1,930	35	2,500	5,000	0	0	0	5,000	9-
60250 EQUIPMENT INSTALLATION CHARG	864	750	0	0	800	0	1,600	800	0	800	6
60000 EQUIP & BLDG MAINTENANCE	5,250	9,628	3,793	39	6,400	8,300	1,600	800	0	9,100	5-
71000 INSURANCE AND BONDS	0	0	100	0	100	100	0	0	0	100	0
71100 OUTSIDE SERVICES	272,731	120,000	120,045	100	120,045	150,000	0	0	30,000-	120,000	0
71500 BUILDING USE/RENT CHARGE	235,750	235,750	235,750	100	235,750	247,913	0	0	0	247,913	5
71600 EQUIP LEASES & METER CHR	563	700	521	74	630	700	0	0	0	700	0

2004 CLASS 9

Dept-Account	Description	Original Budget Amount	Budget Revision Date	Budget Revision Amount	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
Corrections										
1255-91300	scott-o-vista full faceplate respirator - (4)	700			700			4-6-2004	669	31
1255-91300	Budget Revision moving funds from 1123-86850 Contingency		7-22-2004	8,475	8,475					8,475
1255-91300	fax machine - for medical dept (added 7-22-2004)							8-2-2004	155	(155)
1255-91300	pulse oximetry - for medical dept (added 7-22-2004)							11-19-2004	1,720	(1,720)
1255-91300	troponin towers - for medical dept (added 7-22-2004)									0
Total		<u>700</u>		<u>8,475</u>	<u>9,175</u>		<u>0</u>		<u>2,545</u>	<u>6,630</u>
1255-92300	Budget Revision moving funds from 1255-92400		6-16-2004	330	330					330
1255-92300	washing machine - (1) (added 6-16-2004)				0			6-29-2004	329	(329)
1255-92300	heat press bubble packer (added 7-26-2004)							9-7-2004	756	(756)
Total		<u>0</u>		<u>330</u>	<u>330</u>		<u>0</u>		<u>1,085</u>	<u>(755)</u>
1255-92301	Budget Revision moving funds from 1255-60200		12-14-2004	1,890	1,890					1,890
1255-92301	touch screen monitor - (1) (added 12-14-2004)									0
Total		<u>0</u>		<u>1,890</u>	<u>1,890</u>		<u>0</u>		<u>0</u>	<u>1,890</u>
1255-92400	vehicle - (1)	22,000			22,000			10-18-2004	20,545	1,455
1255-92400	Budget Revision moving funds to 1255-92300		6-16-2004	(330)	(330)					(330)
Total		<u>22,000</u>		<u>(330)</u>	<u>21,670</u>		<u>0</u>		<u>20,545</u>	<u>1,125</u>
Total Corrections		<u>22,700</u>		<u>10,365</u>	<u>33,065</u>		<u>0</u>		<u>24,175</u>	<u>8,890</u>

12/14/2004

FY 2004
Budget Amendments/Revisions
Corrections (1255)

BR #	Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments			
04012	1	3/8/2004	3528	Reimb personnel/projects	51,214		Establish budget for new full-time nurse to be reimb by Boone Hosp				
			10100	Salary & Wages	35,486						
			10110	Overtime	3,992						
			10115	Shift Differential	659						
			10120	Holiday Worked	1,552						
			10200	FICA	3,189						
			10300	Health Insurance	3,186						
			10325	Disability Insurance	192						
			10350	Life Insurance	31						
			10375	Dental Insurance	249						
			10400	Workers Comp	1,668						
			10500	401 A Match Plan	550						
			48050	Cellular Telephones	460						
04008	2	3/8/2004	1123-86850	Emergency: Contingency		2,572	Pos #599 RN (part-time) - Additional 2 hrs/week				
			10100	Salary & Wages	1,876						
			10115	Shift Differential	8						
			10120	Holiday Worked	410						
			10200	FICA	175						
			10325	Disability Insurance	11						
			10400	Workers Comp	92						
			3	3/8/2004	92400	Replacement Auto/Trucks			530	Purchase digital camera - REQUEST WITHDRAWN BY SHERIFF'S DEPT	
					91300	Machinery & Equipment		530			
			4	4/21/2004	1123-86800	Emergency			1,383	Inmate bus transmission repair	NOT RECOMMENDED BY AUDITOR
1255-59100	Vehicle Repairs	1,383									
04042	5	6/10/2004	92400	Replacement Auto/Trucks		330	Purchase washing machine				
			92300	Replacement Machinery & Equip	330						
04051	6	7/12/2004	1123-86850	Contingency		8,475	Corrections medical equipment				
			1255-91300	Machinery & Equipment	8,475						
04093	7	9/30/2004	1251-10100	Sheriff: Salary & Wages		50,100	Cover shortages in classes 2 & 5				
			1251-59000	Sheriff: Gasoline	38,300						
			1251-59100	Sheriff: Vehicle Repairs	8,800						
			1251-59105	Sheriff: Tires	3,000						
			1255-10100	Corrections: Salary & Wages		42,000					
			1255-23501	Corrections: Prescription Drugs	24,000						
			1255-23502	Corrections: Non-Prescription Medical Supplies	4,000						
			1255-23035	Corrections: Maintenance Supplies	3,700						
			1255-59000	Corrections: Gasoline	7,100						
			1255-59100	Corrections: Vehicle Repairs	3,000						
			1255-59105	Corrections: Tires	200						
			8	12/10/2004	1255-60200	Equipment Repairs/Maintenance			1,890	Replace computer touchscreen monitor at jail	
					1255-92301	Replace Computer Hardware		1,890			

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

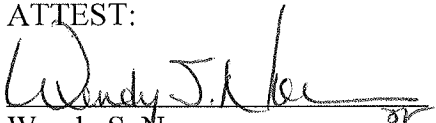
December Session of the October Adjourned Term. 20 04


In the County Commission of said county, on the 15th day of December 20 04
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Public Infrastructure Development Agreement between Boone County, TWIN CORNERS, LLC., a Missouri Corporation and Tom Mendenhall. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 15th day of December, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

PUBLIC INFRASTRUCTURE DEVELOPMENT AGREEMENT 510-2004

THIS AGREEMENT dated the 5th day of November, 2004, is made by and between Boone County, Missouri, through its County Commission (herein "County"), and TWIN CORNERS, LLC., a Missouri corporation, Tom Mendenhall, (herein collectively called "Developer").

IN CONSIDERATION of the performance by each party of the respective obligations described herein, the parties agree to and with the following:

1. **BACKGROUND AND PURPOSE OF AGREEMENT** - - The County may enter into cooperative agreements with private and governmental parties when necessary to improve public infrastructure. The County has determined there is a need for new public infrastructure consisting of improvements to Richland Road as it intersects with Grace Lane. The County has further determined that is appropriate and reasonable to share the responsibilities for designing, constructing and administering the installation of the specific improvements as well as allocating an agreed cost of these improvements to be paid at public expense and at the expense of the Developer. For these purposes, the County and Developer are entering into this written agreement to memorialize the terms and conditions of their agreement.
2. **PROJECT** - The improvements to be designed, constructed and installed under this agreement shall be known as: Richland Road Lane Widening Improvement Project at Grace Lane.
3. **SCOPE OF IMPROVEMENTS** - The general scope of the improvements to be constructed and installed for the Project under this agreement are described as follows:

Improvements to include pavement improvements, pavement widening and reconstruction, approximately 1800 yards asphaltic paving, lane painting, and other necessary improvements in accordance with revised plans dated June 2, 2004 prepared by Allstates Consultants, P.C., Richland Road Improvements, Eastport Gardens, which are attached and made a part hereof by reference.
4. **DESIGN AND CONSTRUCTION** - The project has been designed by Allstate Consultants, P.C. (the "Engineer") under contract with and at the expense of the Developer; plans and specifications have been approved by the project manager designated by the Director of the Boone County Department of Public Works. The project shall be constructed at Developer expense by the Developer or under Developer contract or subcontract, subject to County allocated cost reimbursement set forth in the agreement and subject to the terms and conditions of this agreement.

5. **RIGHT OF WAY AND EASEMENTS** - All construction work shall be performed within County right of way and easements. County shall be responsible for procuring all easements, licenses, and permits necessary for the project. No construction work shall be performed with respect to the project unless and until all such easements, licenses, and permits are obtained and County issues notice or authorization to Developer to proceed with construction work.

6. **PROJECT ADMINISTRATION** - County shall be responsible for informing and communicating with property owners affected by the project with respect to the requirements of the project. Developer shall be responsible for coordinating, administering and implementing construction work and any contracts or subcontracts for construction. All construction work shall conform to plans prepared by the Engineer referred to above and approved by County as well as County Roadway and Traffic regulations and standards included therein. Construction work shall be subject to County testing as determined appropriate by the County project manager and periodic and final inspection. All construction work shall be subject to final County approval upon final inspection. All defects or deficiencies in construction shall be corrected by Developer at Developer expense. Developer further agrees that Developer shall comply with all terms and conditions of this agreement and the provisions of the County Roadway regulations pertaining to the conditions for County acceptance of roadways for maintenance as a condition to final acceptance of work for County maintenance and County fulfillment of its financial obligations under this agreement. It is agreed that upon commencement of construction, Developer shall be responsible for the adequately signing, barricading, and regulating traffic and for maintenance of the construction area until construction is finally accepted by County as provided for in this agreement.

7. **DEVELOPER COMPLIANCE WITH PREVAILING WAGE LAW** - The following provisions concerning compliance with Missouri prevailing wage laws shall be applicable to Developer concerning project construction work, whether performed by the Developer or a contractor or subcontractor of the Developer:
 - 7.1 **GENERAL:** Any construction work performed by Developer or construction contract let by the Developer, within the existing County Right of Way, shall be based upon payment by the Developer or contractor or subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The developer and any such contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, sections 290.210 to 290.340, including the latest amendments thereto, as well as the provisions of 8 CSR 30-3.010 et. seq.

- 7.2 **RECORDS:** The Developer and/or any contractor or subcontractor performing construction work with respect to the project shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the state for at least one year after completion of the work and the County shall have right to inspect and copy or require the Developer to produce copies of all such payroll records.
- 7.3 **NOTICES:** A copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed or available in compliance with 8 CSR 30-3.050.
- 7.4 **PENALTY:** Pursuant to Section 290.250 RSMo the Developer and any contractor or subcontractor, as applicable, shall forfeit to the County as penalty, ten dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under any contract let hereunder, by them or by any subcontractor under them.
- 7.5 **AFFIDAVIT OF COMPLIANCE:** After completion of the work and before final payment can be made under this agreement, the Developer, and any contractor and each subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo and regulations issued thereunder.
- 7.6 **WAGE DETERMINATION:** The County agrees to provide the Developer with the current prevailing wage determinations in effect during the life of this agreement, which is maintained in the files of the Boone County Public Works Department and incorporated herein by reference; however, Developer understands the prevailing hourly rate of wages are subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Developer against the County, nor will deductions be made by the County against sums due the Developer by reason of any such change.
8. **COMPLIANCE WITH OTHER LAWS** - The Developer agrees to comply with all other federal, state and local laws, rules, and regulations pertaining to public works contracts as may be applicable to County and Developer when performing or contracting for performance of construction work required under this agreement, including without limitation domestic and Missouri products purchasing statutes. County agrees to provide all information known and available to it concerning such compliance upon written request of Contractor.

9. **CONTRACTOR BONDING AND INSURANCE** - In the event that the construction work to be performed under this agreement is estimated to exceed the sum of \$25,000.00 as determined by County, the Developer shall then be required to provide, and agrees to provide, the County with such bonds and in such amounts as is necessary to comply with the provisions of section 107.170 RSMo. The Developer agrees to provide County with certificates or evidence of insurance satisfactory to County to demonstrate the County and public are protected from risks of injury or damage resulting from construction work associated with the project.
10. **COUNTY ALLOCATED COMPENSATION TO DEVELOPER FOR CONSTRUCTION COSTS** - Upon final completion and County approval and acceptance of the project improvements, County shall pay the Developer upon invoice the sum of \$50,000.00 as County's proportionate share of public infrastructure improvements which are for the general public benefit not associated with the increased burden placed upon public infrastructure created by the Developer's subdivision development. Such payment shall be made subject to County budgeting and making appropriations available for payment in 2005. County agrees to make good faith efforts in budgeting, appropriating and paying this financial obligation; in the event appropriations are not make available to pay this obligation, either party to this agreement may declare this agreement null and void without recourse by the other party.
11. **ENTIRE AGREEMENT AND AMENDMENT OF AGREEMENT**- This agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and agreements between the parties, written or verbal, and may be amended only by a signed writing executed with the same formality as this agreement. All parties to this agreement acknowledge that by executing this agreement they have read, considered and understand the terms and conditions of this agreement and consequences thereof.
12. **AUTHORITY OF REPRESENTATIVE SIGNATORIES** - The signatories to this agreement executing this Agreement in a representative capacity affirmatively represent that they obtained all resolutions and orders necessary to enter this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions contained herein.
13. **BINDING EFFECT** - This agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and successors and assigns in office.
14. **SECTION HEADINGS** - All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

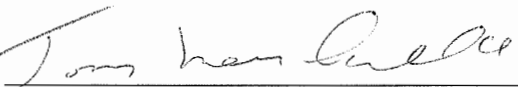
15. **EXECUTION** - This Agreement may be executed in any number of counter-parts, each of which shall be deemed to be an original but altogether shall constitute but one in the same Agreement.
16. **CONDITIONS AND TIME FOR PERFORMANCE** - All conditions for Developer's performance set forth in this agreement shall be deemed conditions precedent for and to the County's performance; all conditions for County's performance set forth in this agreement shall be deemed conditions precedent for and to the Developer's performance.
17. **MUTUAL OBLIGATION OF GOOD FAITH PERFORMANCE** - The parties hereto mutually pledge and agree to exercise reasonable diligence and good faith in the performance of their respective obligations under this Agreement and to cooperate to the greatest extent practicable in fulfilling the general terms and conditions and objectives of this Agreement.

IN WITNESS WHEREOF, the individual parties and the corporate party, both constituting and representing the Developer, and County, through their original and duly authorized representative signatories have executed this Agreement on the day and year first above written.

DEVELOPER:
TWIN CORNERS, LLC

BOONE COUNTY, MISSOURI

Through Its County Commission

By: 
 Tom Mendenhall, Authorized Member

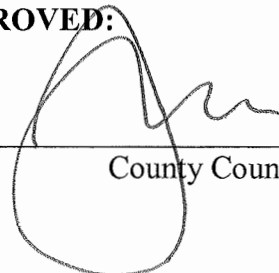
By: 
 Keith Schnarre, Presiding Commissioner

ATTEST:

ATTEST:


 Wendy S. Nee
 County Clerk

FORM APPROVED:

By: 
 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.
June C. Pitchford 11/21/04
 Auditor WJ Date
 2045-71100

FY05

11/1/04

PURCHASE REQUISITION

DATE

BOONE COUNTY, MISSOURI

NEW

REMM, Ltd

TWIN CORNERS

Forn Oaks, LLC

573-449-1619

VENDOR NO.

VENDOR NAME

Tom Mendenhall, Member

PHONE #

2909 Falling Leaf Lane

Columbia

MO

65201

ADDRESS

CITY

STATE

ZIP

To: County Clerk's Office

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with s
Refer to RSMo 50.660, 50.753-50.790, and the Purchasir

Comm Order # 510-2004

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

Transaction Not s

- Utility
- Travel
- Dues
- Refund
- Cooperative Agreement
- Other (Explain):

Return to Auditor's Office

- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

RECEIVED

NOV 03 2004

BOONE COUNTY AUDITOR

#

(Enter Applicable Bid / Sole Source / Emergency Number)

Bill To Department # 2045

Ship To Department # 2045

Department					Account					Item Description	Qty	Unit Price	Amount
2	0	4	5		7	1	1	0	0	Richland Road/Grace Lane Intersection Improvement Project	1	50000.00	50000.00
FY 2005													

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Requesting Official

Auditor Approval

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 15th day of December 20 04

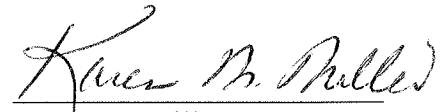
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request to rename Wayne Crump Lane to Pud Lane as described in the documentation from the Planning and Building Inspections Department.

Done this 15th day of December, 2004.



Keith Schnarre
Presiding Commissioner

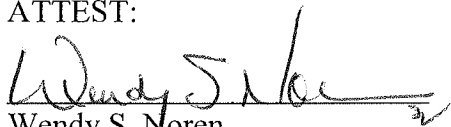


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

PUD LANE

Request to rename a named roadway (formerly Wayne Crump Lane), which is currently county maintained, to PUD LANE. Said road being in Section 17, Township 46 North, Range 12 West; beginning on the north side of Route M approximately 3300 feet southwest of the intersections of Route M, Route MM and Fox Hollow Road and running in a northerly direction for approximately 1300 feet.

PETITION TO RENAME A ROAD IN BOONE COUNTY

We the undersigned property owners who front on the County Road known as

WAYNE CRUMP LANE

request that the Boone County Commission rename this road to

PUD LANE

Said road is located in Section 17 Township 46 North, Range 12 West

Print Name Property owner(s)	Signature	Address & Telephone	Date
MIKE & CALLIE GLASCOCK	<i>Mike Glascock</i> <i>Callie Glascock</i>	2705 E. Rt M Hartsburg	10/13/04
Jerome Glascock	<i>Jerome Glascock</i>	2700 E. Rt. M Hartsburg,	10/13/04
ROY RICHARDSON	<i>Roy Richardson</i>	2801 E M Hartsburg	10-17
Joseph & Rosaline BAUMAN	<i>Rosaline Bauman</i> <i>Joseph W. Bauman</i>	2701 E R M Ashland Mo	10/14/04 6542

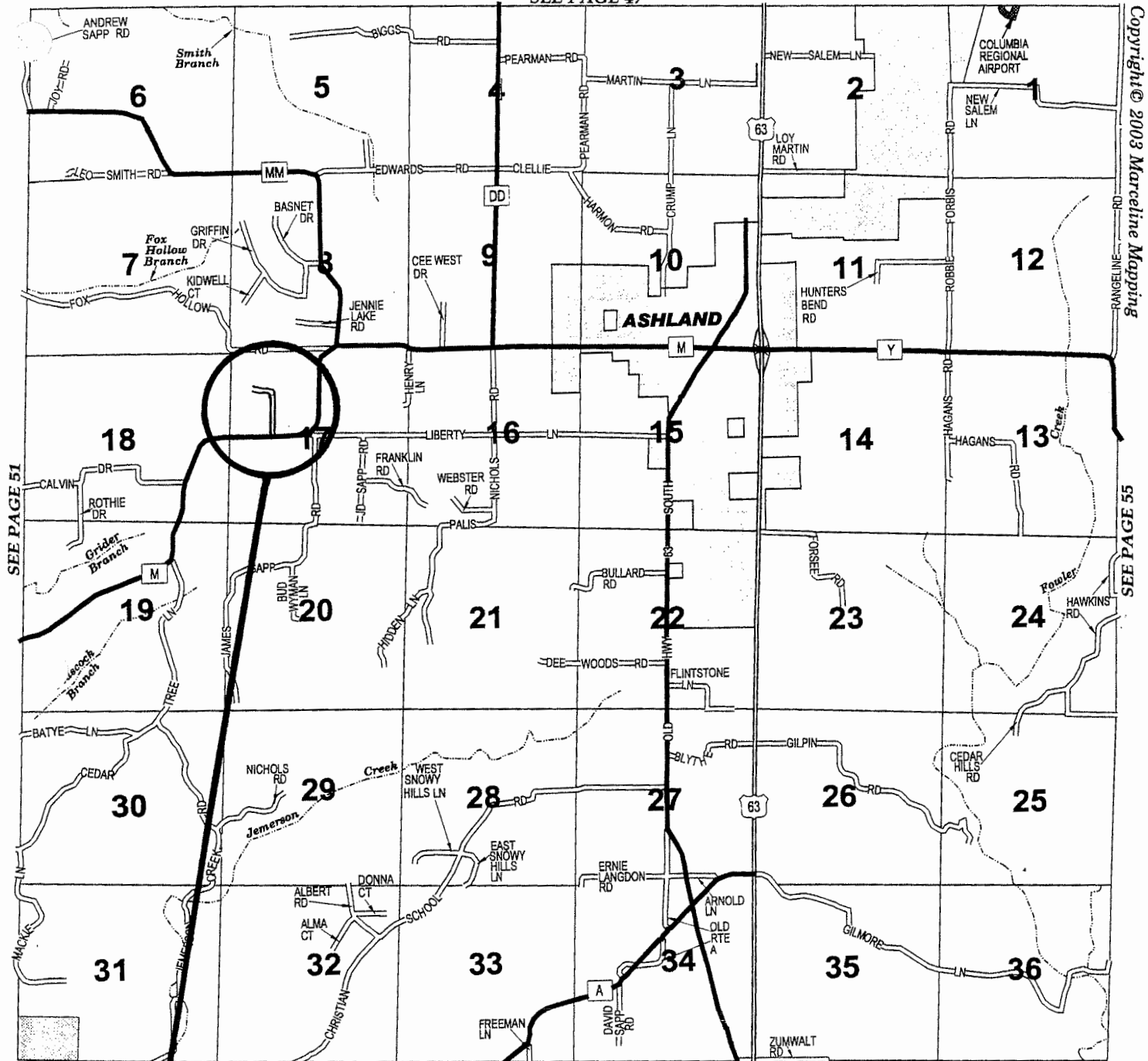
Please return to:
 Boone County Planning & Building Inspections 886-4330
 Boone County Government Center
 801 E. Walnut Rm 210
 Columbia, MO 65201

TOWNSHIP 46N • RANGE 12W

SOUTH CENTRAL PART THREE CREEKS
NORTH PART OF CEDAR



SEE PAGE 47



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SEE PAGE 51

SEE PAGE 55

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SEE PAGE 59

PUD LANE



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned Term. 20 04

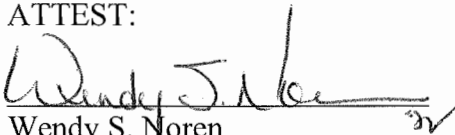
In the County Commission of said county, on the 15th day of December 20 04

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

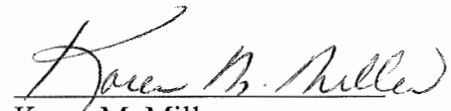
Now on this day the County Commission of the County of Boone does hereby approve the Memorandum of Agreement between the Missouri Department of Conservation and Boone County for the development and maintenance of products and services related to the environmental review and coordination process. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

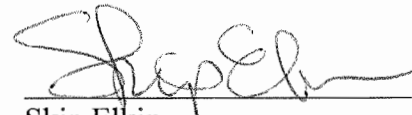
Done this 15th day of December, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

512-7004

MEMORANDUM OF AGREEMENT
BETWEEN THE MISSOURI DEPARTMENT OF CONSERVATION
AND
THE COUNTY OF BOONE

FOR THE DEVELOPMENT AND MAINTENANCE OF PRODUCTS AND SERVICES
RELATED TO THE ENVIRONMENTAL REVIEW AND COORDINATION PROCESS

WHEREAS, the Missouri Department of Conservation (MDC), being mandated to protect the state's fish, forests and wildlife, conducts environmental reviews of development proposals that might affect sensitive biological resources, and allows individuals, companies and agencies to obtain general location information about sensitive biological resources, and

WHEREAS, the County of Boone (County), desires to plan for economic growth of the county in a manner which complies with environmental regulations and improves resource stewardship, and

WHEREAS, the MDC and Boone County, wish to engage in the exchange of information, training and professional services related to avoiding and minimizing impacts and ensuring the continued value and integrity of the state's biological resources,

NOW THEREFORE, the MDC and Boone County agree that this Memorandum of Agreement (MOA) shall be implemented in accordance with the stipulations herein in order to ensure that the development and maintenance of products and services related to the environmental review and coordination process between MDC and Boone County is mutually beneficial to each agency's mandates.

STIPULATIONS

1. Natural Heritage Program data in the form of a Geographic Information System (GIS) ArcView layer will be provided under license and hereafter be referred to as the Missouri Natural Heritage Program (MONHP). MONHP related to the identification and distribution of sensitive biological resources will be loaned to Boone County for an initial period of two (2) years following execution of this MOA as a pilot project. At the end of this 2-year period, MDC and Boone County will evaluate the success of the project in order to maintain status quo, amend, revise, or terminate the existing MOA.
2. The Boone County Planning and Building Inspection Department has undertaken a watershed-based land use planning project called the Bonne Femme Watershed Project (BFWP). The BFWP has hired a consultant, Applied Ecological Services (AES) of Brodhead, Wisconsin, to perform a Subwatershed Sensitivity Analysis (SWSA). The SWSA will provide useful decision-support tools to enable planning that will enhance protection of the streams within the Bonne Femme Watershed. MONHP data will be integral to creating a powerful SWSA.
3. Such MONHP provided by MDC will include locations of sensitive plants, animals, natural communities, Natural Areas, or other natural resource features of concern. Buffered locations (1/2 mile radius from the specific site) for MONHP will be provided through this MOA and will be generated using the best reasonably available technology within MDC. MDC will be responsible for maintaining the MONHP which includes hardware, software and system structure.

4. Because of the proprietary value of MONHP, MDC hereby licenses the use of MONHP to Boone County and Boone County and its contractor, AES, agree that neither of them will not reproduce, distribute nor release any information from the MONHP in any format or spatial resolution unless agreed upon in writing by MDC. Review of draft products by MDC Heritage staff will occur before release. MDC Heritage Coordinator will receive a copy of any products produced. All products will acknowledge the contribution of the Missouri Natural Heritage Program.
5. Further, as a part of the MDC license of the use of MONHP to Boone County, Boone County and its contractor, AES, will not modify MONHP data. County and its contractor, AES, will replace MONHP data with updated information provided by MDC every year. Upon receipt of updated MONHP, all earlier versions of MONHP shall be automatically invalidated and either destroyed or returned to MDC.
6. Boone County's Urban Watershed Conservationist will be responsible for the use and interpretation of the MONHP and shall serve as the inter-agency contact. The Central Region Natural History Biologist shall serve as MDC's inter-agency contact. Any questions regarding the interpretation and use of the MONHP shall be directly referred to MDC's Central Region Natural History Biologist.
7. Whenever necessary, MDC, Boone County and its contractor, AES, will meet to discuss potential opportunities or resolve issues/conflicts involving sensitive biological resources. Any on-site determinations and landowner contacts will involve an MDC representative.
8. Boone County and its contractor, AES, will develop and provide to MDC a written plan describing in-house distribution of the MONHP.
9. Boone County and its contractor, AES, will be trained by MDC in Natural Heritage Database methodology to understand its limitations and prevent misinterpretations of data.
10. Boone County and its contractor, AES, shall submit information to MDC related to all updated or new discoveries of sensitive biological resources (e.g., plants, animals, communities) so this information can be incorporated into MONHP.
11. Boone County shall maintain tracking statistics (e.g., number of maintenance projects conducted, number of projects requiring MDC coordination, use of data for long range planning, etc.).
12. There shall be an annual review meeting between MDC and Boone County to discuss the status of coordination and information sharing as it pertains to the stipulations of this MOA.
13. The Missouri Department of Conservation has proprietary and commercial interest in all Missouri Natural Heritage Program information and routinely charges for such information. However, in this instance we waive all charges.
14. MDC and Boone County and its contractor, AES, understand and agree that each party will be responsible for its own acts and the results thereof. Each party, therefore agrees it will assume

all risks and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees, under this agreement, and any for any loss, cost, damage, or expense resulting at any time from any and all causes due to any acts of negligence, or the failure to exercise proper precautions, of or by itself or its own agents or its own employees, while performing activities pursuant to this agreement.

TERMINATION

1. Should the MDC or Boone County object to any stipulations in this MOA, a meeting(s) will be held to resolve the objection(s) and, if necessary, revise or modify the stipulations herein. However, this MOA can be terminated at any time by either party within 30 days upon the receipt of written notification. In the event this MOA is terminated, all components of the MONHP on loan to Boone County shall be destroyed or returned to MDC.
2. MDC and Boone County agree that nothing herein shall place upon MDC any long-term legal obligation to maintain data for the parties, upon which Boone County may legally act in reliance, however it is the optimistic intent of the parties that this shall be an ongoing data-sharing project of a voluntary nature from which both parties may benefit.
3. MDC and Boone County understand and agree that any express or implied financial commitment under this agreement shall not be binding upon MDC unless and until appropriations have been made by the Missouri General Assembly for payment under this agreement on behalf of MDC for the fiscal period embracing the initial period or any option period of the contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.

11/16/07
Date

Dale Humburg
Dale Humburg, Division Administrator
Resource Science Division, MDC

15 DEC 2004
Date

Keith Schnarre
Keith Schnarre, Presiding Commissioner
Boone County Planning and Building Inspection

Approved as to Form

Leigh
General Counsel, MDC

APPROVED AS TO
LEGAL FORM
[Signature]
DATE: 12/9/07

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

County of Boone

December Session of the October Adjourned Term. 20 04

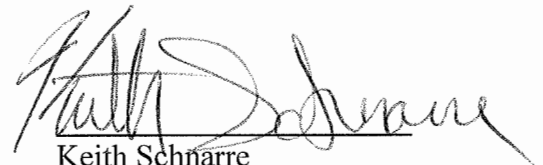
In the County Commission of said county, on the

15th day of December 20 04

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

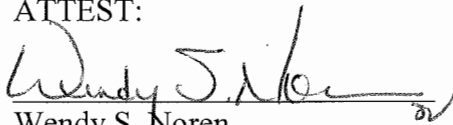
Now on this day the County Commission of the County of Boone does hereby receive and accept Malone Meadows Plat. It is further ordered that the Presiding Commissioner be hereby authorized to sign said plat.

Done this 15th day of December, 2004.

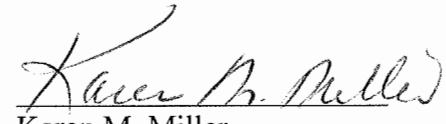


Keith Schlarre
Presiding Commissioner

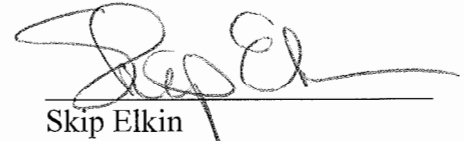
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

December Session of the October Adjourned Term. 20 04

County of Boone

In the County Commission of said county, on the

15th day of December 20 04

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the DOVE Grant Award Contract (\$67,725.00) for the Boone County Prosecuting Attorney's Office.

Done this 15th day of December, 2004.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner



Office of the Boone County Prosecuting Attorney

KEVIN M.J. CRANE, Prosecutor

705 E. Walnut - Courthouse
Columbia, Missouri 65201-4485

573-886-4100
FAX 886-4148

DATE: December 14, 2004

TO: Commissioner Schnarre
Commissioner Miller
Commissioner Elkin

FROM: Bonnie Adkins
Boone County Prosecutor's Office

RE: DOVE Grant Award of Contract

I respectfully request your approval to accept the Award of Contract for our Domestic Violence Enforcement Unit (DOVE) program and the Department of Public Safety in the amount of \$67,725.00. We have been receiving funds for the DOVE Unit since 1998. The grant funds will be used for salary and benefits for Assistant Prosecuting Attorneys, Merilee Crockett and Nicole Volkert.

Thank you for your consideration of this request.



Contractor Name
Boone, County of

Project Title
Domestic Violence Enforcement Unit (DOVE Unit - PA)

Contract Period	State/Federal Funds Awarded	Contract Number
FROM< 01/01/05 TO< 12/31/2005	\$67,725.00	2004-VAWA-0004

Award is hereby made in the amount and for the period shown above to the **Boone, County of**. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Special Conditions. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

This award is subject to Special Conditions (if the box is checked, see attached).

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

Keith Schuman 12/15/04
 Authorized Official Date

Bonnie J. Alkin 12/14/04
 Project Director Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the Director of the Department of Public Safety.

Charles R. Jackson
 Director, Department of Public Safety

January 1, 2005
 Award Date

Missouri Department of Public Safety

AWARD CONTINUATION SHEET

Page 2 of 2

CONTRACT NUMBER: 2004-VAWA-0004

AWARD DATE: January 1, 2005

AGENCY: Boone, County of

SPECIAL CONDITIONS

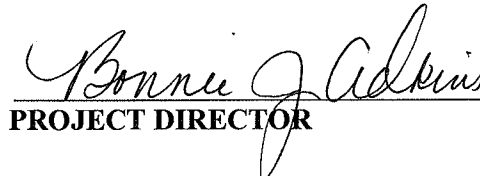
1. An audit is required for the **Agency** fiscal year when **FEDERAL** financial assistance (which consists of **ALL** funds received from the Federal Government or federal funds passed through state agencies), of \$500,000 or more is expended by the applicant agency. If an audit is required, applicant assures that such audit will be submitted to the MO Dept. of Public Safety, Office of the Director. If applicant receives multiple grants through the MO Dept. of Public Safety and a current audit has already been submitted, a letter from applicant with the corresponding audit dates can be submitted in lieu of a copy of the audit.
2. The applicant assures that, if project personnel are not funded 100% through the STOP grant, detailed timesheets showing 100% of their time (project and non-project related) will be kept and provided to DPS personnel upon request.

Failure to comply with these Special Conditions at any time during the contract period may result in termination of funding.

ACCEPTANCE OF SPECIAL CONDITIONS:


AUTHORIZED OFFICIAL

12/15/04
DATE


PROJECT DIRECTOR

12-14-04
DATE



MISSOURI DEPARTMENT OF PUBLIC SAFETY
 OFFICE OF THE DIRECTOR
 AWARD OF CONTRACT

P.O. Box 749
 Jefferson City, Missouri 65102
 Phone: (573) 751-4905

Contractor Name

Boone, County of

Project Title

Domestic Violence Enforcement Unit (DOVE Unit - PA)

Contract Period

FROM< **01/01/05** TO< **12/31/2005**

State/Federal Funds Awarded

\$67,725.00

Contract Number

2004-VAWA-0004

Award is hereby made in the amount and for the period shown above to the **Boone, County of**. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Special Conditions. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

This award is subject to Special Conditions (if the box is checked, see attached).

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

Keith Schuman 12/15/04
 Authorized Official Date

Bonnie J. Alkin 12/14/04
 Project Director Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the Director of the Department of Public Safety.

 Director, Department of Public Safety

January 1, 2005

Award Date

Missouri Department of Public Safety

AWARD CONTINUATION SHEET

Page 2 of 2

CONTRACT NUMBER: 2004-VAWA-0004

AWARD DATE: January 1, 2005

AGENCY: Boone, County of

SPECIAL CONDITIONS

1. An audit is required for the **Agency** fiscal year when **FEDERAL** financial assistance (which consists of **ALL** funds received from the Federal Government or federal funds passed through state agencies), of \$500,000 or more is expended by the applicant agency. If an audit is required, applicant assures that such audit will be submitted to the MO Dept. of Public Safety, Office of the Director. If applicant receives multiple grants through the MO Dept. of Public Safety and a current audit has already been submitted, a letter from applicant with the corresponding audit dates can be submitted in lieu of a copy of the audit.
2. The applicant assures that, if project personnel are not funded 100% through the STOP grant, detailed timesheets showing 100% of their time (project and non-project related) will be kept and provided to DPS personnel upon request.

Failure to comply with these Special Conditions at any time during the contract period may result in termination of funding.

ACCEPTANCE OF SPECIAL CONDITIONS:

 12/13/04
AUTHORIZED OFFICIAL DATE

 12-14-04
PROJECT DIRECTOR DATE

VENDOR ACH/EFT VERIFICATION FORM

If your agency currently receives DPS grant payments via electronic transfer of funds, please complete this verification document and submit with your grant Award documents. If your agency does not currently receive DPS grant payments via electronic transfer or if your agency is a new grant recipient, and you would like to have your DPS reimbursements electronically deposited, please complete the attached Vendor ACH/EFT Application form and submit it with your Award documents for this grant.

Agency (Vendor) Name: Boone County Pros. AHY

Current DPS Contract #(s): 2002 - VAWA-0061

New Grant Contract #: 2004-VAWA-0004
(As shown on the enclosed Award of Contract)

By signing below you acknowledge that your agency currently receives reimbursement of DPS grant funds via electronic transfer and requests to continue receiving reimbursement of funds via electronic transfer for the grant indicated on the enclosed Award of Contract.

[Handwritten Signature] 12/15/2004
Signature of Authorized Official Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 15th day of December 20 04

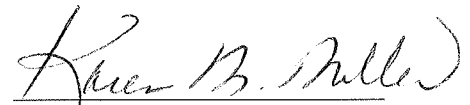
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby declare the attached Payroll Schedule for 2005.

Done this 15th day of December, 2004.



Keith Schnarre
Presiding Commissioner

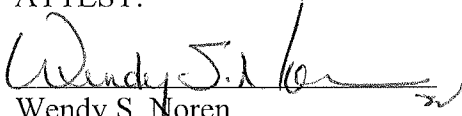


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

County of Boone 2005 Payroll Dates

<i>Payroll Requisition Due Date</i>	<i>Payday</i>
January 7, 2005	January 14, 2005
January 24, 2005	January 28, 2005
February 7, 2005	February 11, 2005 (<i>distributed February 10, 2005</i>)
February 18, 2005	February 25, 2005
March 7, 2005	March 11, 2005
March 21, 2005	March 25, 2005
April 4, 2005	April 8, 2005
April 18, 2005	April 22, 2005
May 2, 2005	May 6, 2005
May 16, 2005	May 20, 2005
May 27, 2005	June 3, 2005
June 13, 2005	June 17, 2005
June 27, 2005	July 1, 2005
July 11, 2005	July 15, 2005
July 25, 2005	July 29, 2005
August 8, 2005	August 12, 2005
August 22, 2005	August 26, 2005
September 2, 2005	September 9, 2005
September 19, 2005	September 23, 2005
October 3, 2005	October 7, 2005
October 17, 2005	October 21, 2005
October 31, 2005	November 4, 2005
November 14, 2005	November 18, 2005
November 28, 2005	December 2, 2005
December 12, 2005	December 16, 2005
December 23, 2005	December 30, 2005