

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 21st day of August 20 03

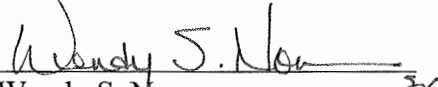
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the agreement with CenturyTel of Missouri, LLC for local telephone service. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 21st day of August, 2003.


 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

Melinda Bobbitt, CPPB
Director



601 E. Walnut-2nd Floor
Columbia, MO 65201
(573) 886-4391

402-2003

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

DATE: August 4, 2003

RE: CenturyTel of Missouri, LLC - Local Telephone Service

Attached is an agreement for our local telephone service with CenturyTel of Missouri, LLC. The attached agreement does not change our rates of \$8.80 per Centrex line with a common access line charge of \$9.20 per line (total \$18.00/line), nor the terms and conditions of the original agreement. The contract term will run from September 1, 2003 through August 31, 2004.

CenturyTel is the only provider for local telephone service for Boone County.

INDIVIDUAL CASE BASIS (ICB) AGREEMENT
STATE OF MISSOURI

This Agreement is entered into between CenturyTel of Missouri, LLC , in its capacity as an incumbent local exchange carrier, located at 625 Cherry Street, Columbia, Missouri 65201 and The County of Boone located at 601 East Walnut. CenturyTel and the Customer are each referred to hereinafter from time to time, individually, as "a Party" and, collectively, as "the Parties".

In consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. **Service.** CenturyTel shall provide to Customer Centrex service (the "Service") at the rates, charges and terms set forth in this Agreement and in Attachment A, which are collectively referred to as "this Agreement". All facilities furnished by CenturyTel under this Agreement shall remain the property of CenturyTel.
2. **Term.** The term period shall be one (1) year from the in-service date, as set forth in paragraph 4 below.

If Customer indicates to CenturyTel in writing that it desires to negotiate a new contract to continue the services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial term to allow the Parties to finalize a new Agreement. Customer must provide written notice at least 30 days prior to the end of the original termination date.

3. **Effective Date.** This Agreement shall become effective September 1st, 2003.
4. **In-Service Date.** This Agreement renews Customer's service currently provided pursuant to an ICB, which expires 08/31/03. Accordingly, the in-service date of this Agreement shall be 09/01/03.
5. **Commission/Tariffs/Other Applicable Charges.** This Agreement shall at all times be subject to such changes or modifications by the Missouri Public Service Commission ("Commission") as the Commission may from time to time direct in the exercise of its lawful jurisdiction.

This Agreement is subject to applicable federal, state and local surcharges and taxes. The County of Boone is tax exempt.

This Agreement is governed by and subject to the terms and conditions contained in applicable CenturyTel tariffs, including CenturyTel tariff rules on late payment charges, unless such tariffs are expressly inconsistent with the express terms of this Agreement, in which case the terms of this Agreement shall apply.

6. **Payment.** Customer shall be responsible for payment of all rates and charges from the in-service date of the Service notwithstanding any delay in the issuance of bills for services provided. Any back billing limitations applicable to CenturyTel's tariffed services do not apply to this Agreement.
7. **Access.** CenturyTel and its authorized employees and contractors shall have the right, at Customer's expense, of ingress to and egress from the Customer's premises where its facilities are installed in order to provide the Service, in accordance with Customer's reasonable security procedures. This right shall include access to reach Customer's premises and the right for CenturyTel to place its facilities within Customer's premises or to have access to third-party facilities on Customer's premises.
8. **Default.** If Customer defaults in the payment of any amounts due hereunder, or violates any other provision of this Agreement, and if such default or violation is not cured within thirty (30) days after notice thereof from CenturyTel, CenturyTel may terminate this Agreement forthwith without any liability on the part of CenturyTel, and Customer shall be liable for any unpaid charges for the Service incurred up to the time of the termination, plus any applicable basic termination liability charges as set forth in Attachment A. The remedies in this section for non-payment of any amounts due hereunder are in addition to any remedies available under CenturyTel tariffs and may be applied at the option of CenturyTel.
9. **Limitation of Liability.** The liability of CenturyTel for any losses or damages arising out of the Services or this Agreement, including but not limited to defects, errors, delays, mistakes, omissions, or interruptions shall in all instances be limited to the pro rata charges to Customer for the periods during which the Service is so affected. CenturyTel shall in no instance be liable to Customer for any general compensatory, consequential, indirect, incidental, special or punitive damages, including but not limited to revenues or lost profits.
10. **Force Majeure.** CenturyTel's performance under this Agreement, or any obligation hereunder, shall be excused if said performance or obligation is prevented, restricted or interfered with due to any cause(s) beyond the reasonable control of CenturyTel or by reason of acts of God, war, revolution, civil commotion, acts of public enemy, embargo, fire, explosion, vandalism, cut cable, inclement weather, earthquake, acts of the Government in its sovereign capacity, labor difficulties, including without limitation, strikes,

slowdowns, picketing or boycotts, unavailability of facilities or equipment. CenturyTel shall not be liable for any delay or failure in its performance during the occurrence of such circumstances.

11. **Customer Indemnification.** Customer shall indemnify, defend and hold harmless CenturyTel against any claim, suit or dispute for libel, slander, infringement of patent, copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted pursuant to the Service.
12. **Notice.** Any notice given or required to be given by one Party to the other pursuant to this Agreement shall be in writing and shall be served by one or more of the following methods: 1) by personal service, receipt of which shall be deemed to be on the date personally delivered; 2) by certified or registered Mail, or by a courier or overnight delivery service, receipt of which shall be deemed to be on the date such notice is acknowledged in writing by the receiving Party; or 3) by facsimile, receipt of which shall be deemed to be on the next Business Day (defined as a day on which the United States Mail is delivered) after successful transmission if sent by facsimile. Said notice shall be sent or delivered to the Parties to their respective authorized representatives and to the addresses designated below, unless modified by giving notice pursuant to this Section:

If to Customer:

The County of Boone
Melinda Bobbitt
601 East Walnut
Columbia, Mo. 65201
(Fax) 573-886-4390

If to CenturyTel:

Tom Lynch
625 Cherry Street
Columbia, Missouri 65201

(Fax) 573-442-0221

With a copy to:

CenturyTel
Legal Department
ATTN: Carrick Inabnett
100 CenturyTel Drive
Monroe, Louisiana 71203

(Fax) 318-388-9488

13. **Modification/Waiver.** Any changes or modifications to this Agreement must be in writing and executed by both Parties. The waiver of any term or condition under this Agreement by either Party is not a waiver of any other term or waiver of the same term at any other time. Any waiver must be written and signed by the Parties.
14. **Assignment.** Neither this Agreement nor any interest herein of Customer may be assigned, or in any manner transferred by Customer without the prior written consent of CenturyTel. Any attempted assignment or transfer in contravention of the preceding sentence shall be null and void.
15. **Resale.** Customer shall not under any circumstances resell the Service provided under this Agreement.
16. **Captions/Headings.** Section or paragraph headings contained in this Agreement or any Addendum are for reference purposes only and shall not affect the meaning or interpretation of this Agreement or any Addendum.
17. **Construction.** This Agreement and the provisions contained in it shall not be construed or interpreted for or against any Party hereto because that Party drafted or caused that Party's legal representative to draft any of its provisions.
18. **Governing Law.** This Agreement shall at all times be governed by the laws of the State of Missouri, excluding its choice of law rules, and by the regulations of the Commission.
19. **Entire Agreement.** Except for written amendments, supplements or modifications made after the execution of this Agreement in accordance with Paragraph 13 hereof, this Agreement represents the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior negotiations, representations and agreements, either oral or written, or made to any employee, officer, or agent of any Party.
20. **Authority.** The persons signing this Agreement on behalf of the Parties represent and warrant to have the respective Party's authority to execute this Agreement, and shall indemnify the other Party for any lack of such authority.
21. **Confidentiality.** Customer requests that its identity be kept confidential and not publicly disclosed by CenturyTel or the Commission, unless required by law.

CenturyTel

By _____

Name _____

Title _____

Date _____

The County of Boone (Customer)

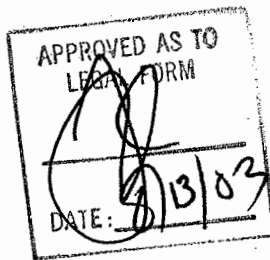
By Keith Schnarre

Name KEITH SCHNARRE

Title PRESIDING COMMISSIONER

Date 21 AUGUST 2003

402-2003



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 encumbrance required 8/14/03
Auditor hysk Date

ATTACHMENT A

Provided Customer signs and dates the Agreement on or before August 31st, 2003', CenturyTel shall provide the Service to Customer pursuant to the terms of the Agreement, including the following rates, terms, and charges, for the time period set out above. If Customer does not proceed by signing the Agreement by this date, this service offering in its entirety will be deemed to have lapsed, and this Agreement offering withdrawn and cancelled by CenturyTel effective September 30th, 2003.

Description of Service:

This Agreement renews the Centrex service provided to Customer pursuant to ICB. This current line rate is developed to allow for a minimum of 320 lines and no maximum number of lines, for the term of this Agreement. This rate includes Feature Package 3000 and a NAR ratio of 10:1.

Locations of Service:

Any Customer location within the Columbia, Missouri exchange.

Charge:

Element:	Monthly Recurring Charge:
400 lines (as of 7/23/03)	
Centrex per line (Feature Package 3000)	\$8.80
Common Access Line Charge per line	\$9.20
Total per Month:	\$7,200.00

(Total will change with addition/deletion of lines)

The above charges do not include any applicable local, state, or federal fees, taxes, surcharges or other applicable tariffed charges. To the extent applicable, any such additional charges, fees or taxes will be assessed to Customer separately over and above the above charges for the Service.

Basic Termination Liability:

If for any reason Customer terminates or discontinues Service prior to the expiration of the one-year term, or if for any reason the Service quantities decrease below the minimum 320 lines prior to the expiration of the one year term, then Customer shall be liable to CenturyTel for an amount equal to twenty-five percent (25%) of the monthly recurring charge, times the number of months remaining in the term (i.e. $25\% \times \text{MRC} \times \text{remaining months in the term}$). Any such termination/discontinuation/decrease liability charge is due and payable in one lump sum within thirty (30) days of the said termination, discontinuation, or decrease.

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August Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 21st day of August 20 03
 the following, among other proceedings, were had, viz:

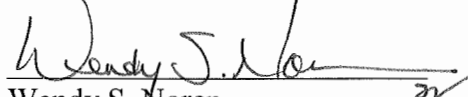
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

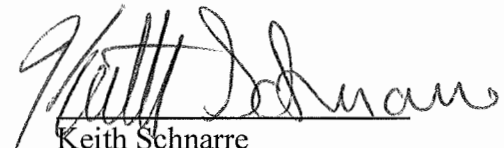
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1251-92400: Sheriff – Replacement Auto	\$2,720.00	
1251-60250: Sheriff – Equipment Installation		\$2,720.00

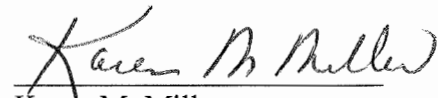
Said budget revision is to cover overages in Class 6 for the Sheriff's Department.

Done this 21st day of August, 2003.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

SUBLSR

SUBSIDIARY LEDGER INQUIRY MAIN SCREEN

8/12/03 14:40:11

Year 2003
 Dept 1251 SHERIFF
 Acct 60000 EQUIP & BLDG MAINTENANCE
 Fund 100 GENERAL FUND

Original Appropriation	<u>22,808.00</u>
Revisions	
Original + Revisions	<u>22,808.00</u>
Expenditures	<u>22,548.74</u>
Encumbrances	
Actual To Date	<u>22,548.74</u>
Remaining Balance	<u>259.26</u>
Shadow Balance	<u>66.94</u>

Class/Account C CLASS
 Account Type E EXPENSE
 Normal Balance D DEBIT

Expenditures by Period

January	<u>662.00</u>	July	<u>8,127.60</u>
February	<u>1,908.84</u>	August	
March	<u>6,561.04</u>	September	
April	<u>870.29</u>	October	
May	<u>1,914.41</u>	November	
June	<u>2,504.56</u>	December	

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

2003 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
Sheriff										
1251-91100	file - 2 drawer - (3)	600			600			6-16-2003	851	(251)
1251-91100	Budget Revision moving funds from 1251-23850		3-11-2003	350	350					350
1251-91100	desk - (1) (Not part of original budget. Purchased from MO Surplus Property 1-14-2003)							2-11-2003	350	(350)
	Total	<u>600</u>		<u>350</u>	<u>950</u>		<u>0</u>		<u>1,201</u>	<u>(251)</u>
1251-92000	typewriter - (3)	2,400			2,400			3-18, 5-21-2003	1,598	802
	Total	<u>2,400</u>		<u>0</u>	<u>2,400</u>		<u>0</u>		<u>1,598</u>	<u>802</u>
1251-92100	chair - (2)	1,700			1,700					1,700
	Total	<u>1,700</u>		<u>0</u>	<u>1,700</u>		<u>0</u>		<u>0</u>	<u>1,700</u>
1251-92400	vehicle - (2)	41,970			41,970			6-10-2003	39,148	2,822
1251-92400	delivery charge for Ford Explorer purchased in 2002							3-19-2003	101	(101)
1251-92400	Budget Revision moving funds to 1251-60250		8-12-2003	(2,720)	(2,720)					(2,720)
	Total	<u>41,970</u>		<u>(2,720)</u>	<u>39,250</u>		<u>0</u>		<u>39,249</u>	<u>1</u>
	Total Sheriff	<u>46,670</u>		<u>(2,370)</u>	<u>44,300</u>		<u>0</u>		<u>42,048</u>	<u>2,252</u>

8/12/2003

FY 2003
 Budget Amendments/Revisions
 Sheriff (1251)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	1/3/2003	10510 1123-86850	CERF-Employer Paid Contrib Emergency-Contingency	13,576	13,576	Move budget for additional 4% CERF from Contingency to individual dept class 1	
2	3/11/2003	23850 91100	Minor Equipment & Tools Furniture & Fixtures	350	350	Cover desk purchased from MO Surplus Property	
3	7/24/2003	2500-83917 2500-83917 1251-03917 1251-03917	Sheriff Forfeiture-Operating Transfer Out to General Fund Sheriff Forfeiture-Operating Transfer Out to General Fund Sheriff: Operating Transfer In from Special Revenue Fund Sheriff: Operating Transfer In from Special Revenue Fund	633 2,943 633 2,943		COPS in Schools Grant years 1 & 2 local match	
4	8/7/2003	92400 60250	Replacement Auto/Trucks Equipment Installation Charges	2,720	2,720	Cover class 6	

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In the County Commission of said county, on the 21st day of August 20 03

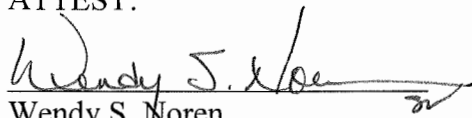
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the Prosecuting Attorney's Office to apply for the STOP Violence Against Women Grant. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 21st day of August, 2003.

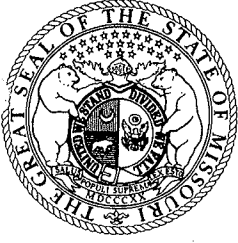

Keith Schnarre
Presiding Commissioner

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: August 18, 2003

TO: Commissioner Schnarre
Commissioner Miller
Commissioner Elkin

FROM: Kevin M.J. Crane
Boone County Prosecuting Attorney

RE: STOP Violence Against Women Grant Application

I respectfully request your approval to apply for continuing funds for our Domestic Violence Enforcement Unit (DOVE Unit) through the STOP Violence Against Women grant program and the Department of Public Safety. The DOVE Unit is a continuing collaboration of agencies in Boone County dedicated to combating Domestic Violence and serving women who are victims of domestic violence. We continue to serve over 1000 victims each year.

We have been receiving grant funds for the DOVE Unit since 1998. The Federal share I am requesting is \$67,725.00 (the same as 2003 grant request). The local match requested is \$22,575.00.

The grant funds will be used for the salary of the two assistant prosecuting attorneys in the DOVE Unit.

Thank you for your consideration of this request.

A handwritten signature in black ink, appearing to read "Kevin M.J. Crane".



SECTION 1 - INSTRUCTIONS

This application must be typewritten. Please refer to the enclosed instructions to complete this form.

SECTION 2 - GRANT PROGRAMS

- VOCA - Victims of Crime Act
 SSVF - State Services to Victims Fund
 STOP - Stop Violence Against Women Grant Program
 Byrne - Byrne Formula Grant (NCAP)
 MCLUP - Mo. Crime Lab Upgrade Program
 RSAT - Residential Substance Abuse & Treatment Program
 CLAP - Crime Lab Assistance Program
 LLEBG - Local Law Enforcement Block Grant
 LGSD - Local Government School District Program
 Title V - Delinquency & Youth Violence Prevention
 Title II - Juvenile Justice Formula Grants
 JAIBG - Juvenile Accountability Incentive Block Grant
 Challenge - Statewide Policies and Programs

SECTION 8 - PROJECT TITLE

AGENCY
Boone County Prosecuting Attorney FAX **573-886-4148**
PHONE **573-886-4100**

Domestic Violence Enforcement Unit (DOVE Unit)

ADDRESS
705 E. Walnut Street
CITY STATE ZIP
Columbia MO 65201-4485

SECTION 9 - TYPE OF APPLICATION

- New
 Revised
 Renewal
 Continuation

SECTION 4 - APPLICANT AUTHORIZED OFFICIAL

NAME
Keith Schnarre FAX **573-886-4311**
PHONE **573-886-4305**

SECTION 10 - CURRENT CONTRACT NUMBER(S)

2001-VAWA-0055 2000-VOVA-0103

TITLE
Presiding Commissioner

SECTION 11 - APPLICANT'S FEDERAL TAX I.D. #

43-6000349

AGENCY
Boone County Commission

SECTION 12 - PROGRAM CATEGORY

ADDRESS
801 E. Walnut Street

SECTION 13 - CONTRACT PERIOD

CITY STATE ZIP
Columbia MO 65201

BEGINNING DATE **1/1/2004** ENDING DATE **12/31/2004**

SECTION 5 - PROJECT DIRECTOR

NAME
Bonnie J. Adkins FAX **573-886-4148**
PHONE **573-886-4112**

SECTION 14 - TYPE OF PROJECT

- Statewide
 Regional
 Local

TITLE
Office Administrator E-Mail Address:
badkins@boonecountymo.o

SECTION 15 - PROGRAM INCOME

Will Program Income be generated? Yes No

AGENCY
Boone County Prosecuting Attorney

SECTION 16 - BUDGET

Total Cost

ADDRESS
705 E. Walnut Street Room 245
CITY STATE ZIP
Columbia MO 65201-4485

PERSONNEL 90,300.00

VOLUNTEER MATCH

SECTION 6 - APPLICANT FISCAL OFFICER

NAME
Kay Murray FAX **573-886-4369**
PHONE **573-886-4365**

TRAVEL

TITLE
Boone County Treasurer

EQUIPMENT

AGENCY
Boone County Treasurer's Office

SUPPLIES/OPERATIONS

ADDRESS
801 E. Walnut Street Room 112

CONTRACTUAL

CITY STATE ZIP
Columbia MO 65201

RENOVATION/CONSTRUCTION

TOTAL PROJECT COSTS 90,300.00

SECTION 7 - NON-PROFIT BOARD CHAIRPERSON

NAME
N/A FAX
PHONE

FEDERAL/STATE SHARE 75 % 67,725.00

TITLE

LOCAL MATCH SHARE 25 % 22,575.00

AGENCY

SECTION 17 - AUTHORIZED OFFICIAL'S SIGNATURE

ADDRESS

CITY STATE ZIP

Keith Schnarre **21 AUGUST 2003**
Signature Date

STOP Violence Against Women Certified Assurances

Agency Name: Boone County Prosecuting Attorney

Project Title: Domestic Violence Enforcement Unit (DOVE Unit)

Contract No.:

In addition to the general terms contained in the *Application Packet*, the applicant is also conditioned upon and subject to compliance with the following assurances.

1. The applicant assures that it will comply, and all its subcontractors will comply, with the applicable provisions of Sections 2001 through 2006 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended by Title IV, Section 40121 of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322; The Reauthorized Violence Against Women Act of 2000; *Missouri Department of Public Safety Financial and Administrative Guidelines for Contracts*; the *OC Financial Guide*; the *Application Packet for the 2002 STOP Violence Against Women Grant Program*; and other applicable federal laws, orders, circulars or regulations.
2. The applicant agrees to maintain the records necessary to evaluate the effectiveness of the project.
3. Subgrant Award Reports for STOP and STOP (VAWA) are due with the award documents and no later than 30 days from the beginning of the contract period.
4. STOP and STOP (VAWA) contractors must submit a report, on the form provided by the Department of Public Safety, six months after the beginning date of the contract, which outlines the status of the project from both a financial and a programmatic standpoint.
5. The applicant agrees to submit, within 15 days of the project period ending date, a performance report which will include a summary description of the project; the data collected on the performance indicators included in the program description/annual report forms included in the application packet; the results of the evaluation process; and a brief assessment of impact.
6. **Travel:** Expenditures for travel must be supported and documented by signed travel vouchers. Hotel or motel receipts must be on file. Maximum amounts cannot exceed the amounts approved in the budget for mileage, meals and other expenses. Reimbursement of travel expenses will not occur until after the travel has taken place.
7. **Equipment:** Expenditures for equipment must be in accordance with the approved budget. All items of equipment must be assigned an inventory number and be readily identifiable as being purchased with Missouri Department of Public Safety funds.
8. **Supplies and Operations:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers must support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved. The titles of films, brochures, and other "miscellaneous items", not specifically outlined in the approved budget, must be submitted to the Missouri Department of Public Safety, Office of the Director, for approval **prior** to purchasing same. Reimbursement of conference registration fees will not be reimbursed until the conference has taken place.
9. **Personnel:** The applicant assures that any personnel costs shall be supported by time and attendance records and that proper records shall be maintained to adequately substantiate time spent to carry out the specific objectives for which the contract was approved.

If less than 100% of an employee's salary is supported by the contract – either through

federal funding or local match funding – that employee must keep a timesheet of all activities to document the percentage of time spent on the of, and the ending time for each task performed by the employee. If less than 100% of an employee's salary is supported by the contract – either through the federal funding or the local match funding – but the employee is spending 100% of her/his time on the project as supported by the employee's job description, this requirement may be waived at the discretion of the Department of Public Safety.

10. **Local Share**: The approved match must be expended within the time period (the contract period) for which federal funds are available for expenditure under the approved contract. Records must be maintained to show the amount and timing of the match. These records are subject to audit in the same manner and to the same extent as books and records dealing with federal funds.

Failure to provide the approved match may result in your agency being required to refund the federal share to the Missouri Department of Public Safety.

11. **Interest**: The applicant assures that federal funds will not be used to pay interest or any other financial costs.
12. **Contract Adjustments**: **Prior** approval must be received from the Missouri Department of Public Safety, Office of the Director, for certain changes in the project as outlined below:
- Addition/deletion of any budget line item.
 - Change in project site.
 - Changes which increase or decrease the total cost of the project.
 - Change in approved budget categories in excess of 10 percent of the total award amount. Movement of dollars between approved budget categories is approved up to 10 percent of the total award amount, provided there is no change in project scope. When the cumulative changes exceed 10 percent of the total award amount or change the scope of the project, prior approval is required.
 - Change in or temporary absence of the Project Director or Authorized Official.

project. Only actual time spent on the project may be claimed. The timesheets must include the date, the beginning time, a brief description

- Successor in interest and name change agreements.
- Change in scope of the programmatic activities or purpose of the project.

If a budget or programmatic revision is required, the request for a change must be submitted **at least 30 days prior** to the proposed change on a *Request to Revise the Budget* form. **Revisions must be submitted at least 60 days prior to the end of the contract period.**

13. **Contractual Services**: The applicant assures that the following general requirements will be followed when subcontracting for work or services contained in this proposal:
- All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided which shall not exceed the length of the grant period.
 - A copy of all written contracts for contractual or consultant services must be forwarded to the Missouri Department of Public Safety, Office of the Director, upon their ratification.
 - Payments must be supported by statements providing the services rendered and supporting the period covered.
 - Any contract or agreement for services of \$3,000 or more which is not entered into as a result of competitive bidding procedures (or if only one bid is received) must receive prior approval from the Missouri Department of Public Safety, Office of the Director.
 - Individual rates cannot exceed \$250.00 per day without prior approval from the Missouri Department of Public Safety or the U.S. Department of Justice.
14. **Procurement**: The applicant assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar

value shall be conducted in a manner so as to provide maximum open and free competition. In addition, the applicant assures that all procurement transactions will meet the minimum standards set forth in the *Missouri Department of Public Safety Financial and Administrative Guide for Contracts*.

15. **Sole Source Procurement:** When only one bid is received or only one vendor is contacted, the purchase is deemed to be sole source procurement. Sole source procurement on purchases with an individual cost from \$3,000.00 to \$100,000 requires **prior** approval by the Department of Public Safety. In addition, sole source procurement for amounts in excess of \$100,000 requires **prior** U.S. Department of Justice approval.
16. The applicant shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
17. The applicant fully understands that the intent of the STOP Violence Against Women Grant Program is to address violent crimes committed against adult women, (especially the crimes of domestic violence, sexual assault and stalking), and will comply with this intent.
18. The applicant certifies that all expendable and non-expendable property purchased with funds awarded under this contract shall be used for STOP Violence Against Women Grant Program purposes only.
19. The applicant assures that federal block grant funds made available will not be used to supplant state and local funds, but will be used to increase the amount of funds that would, in the absence of federal funds, be made available for the activities of this project.
20. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
21. **Audit:** The applicant agrees to provide an annual audit of their organization in accordance with the provisions of Office of Management and Budget Circulars applicable to their organization.
22. The applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require.
23. The applicant assures that, if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301 et.seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEOP on file which meets the requirements therein.
24. The applicant assures that, in connection with the furnishing of services under this contract, it will comply and any subcontractors will comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
25. The applicant assures that it will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Violence Against Women Act, 42 U.S.C. Department of Justice Non-Discrimination Regulations 28 CFR part 42, Subparts C, D, E, and G.
26. The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs, U.S. Department of Justice.
27. If the applicant is a law enforcement agency, the applicant assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that "any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety or criminal justice purposes."

AUDIT REQUIREMENTS

Contract Period 2002-2003

As a recipient of funds through the Missouri Department of Public Safety, you **ARE** required to submit a copy of your agency's audit for the period covered by this contract.

- ⇒ An audit is required for the agency fiscal year, when **State** financial assistance, (which consists of funds received directly from the State of Missouri, but does not include federal pass-through funds), of **\$100,000** or more is expended by the applicant agency.

- ⇒ An audit is required for the agency fiscal year, when **Federal** financial assistance, (which consists of funds received from the Federal Government or federal funds passed through state agencies), of **\$300,000** or more is expended by the applicant agency.

- ⇒ No audit of any type is required when **STATE** financial assistance of less than \$100,000 or **FEDERAL** financial assistance of less than \$300,000 is expended. However, the recipient must maintain detailed records on grant activity required for such grants.



1. Date of last audit: 1/1/2003 2. Date(s) covered by last audit: 1/1/2002 - 12/31/2002

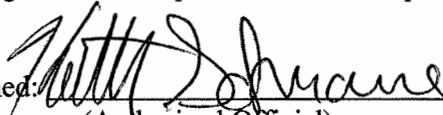
3. Last audit performed by: KPMG Limited Liability Partnership
Phone number of auditor: 314-244-4024

4. Date of next audit: 1/1/2004 5. Date(s) to be covered by next audit: 1/1/2003-12/31/2003

6. Next audit will be performed by: KPMG Limited Liability Partnership
Phone number of auditor: 314-244-4024

7. Total amount of funds received from ALL entities INCLUDING the Department of Public Safety
Federal Amount: \$ 1,153,622.00 State Amount: \$ 3,174,266.00

NOTE: State Auditor of Missouri audits all state agencies, third class counties, and all judicial circuits. First, second, and fourth class counties and other local political subdivisions and not-for-profit agencies must make arrangements with a private CPA firm to perform an audit.

Signed: 
(Authorized Official)

Date: 21 AUGUST 2003

Agency: Boone County Prosecuting Attorney

Phone: 573-886-4305

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 21st day of August 20 03

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

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

AN ORDER ORDERING PROJECT NUMBER 9717, APPLEWOOD CREEK NEIGHBORHOOD IMPROVEMENT DISTRICT IMPROVEMENTS TO BE MADE AND AUTHORIZING THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, TO OBTAIN FINANCING, REIMBURSE ITSELF AND RECORD WITH RECORDER OF DEEDS.

WHEREAS, pursuant to Sections 67.453 to 67.475, inclusive, RSMo, named the Neighborhood Improvement District Act (the "Act"), the County Commission of Boone County, Missouri has heretofore determined the Applewood Creek Neighborhood Improvement District Project number 9717 to be advisable and ordered plans and specifications for the Project to be prepared by Commission Order 382-2003; and

WHEREAS, plans and specifications for said Project, including the estimated cost, were submitted to the County Commission, an assessment roll was prepared and, pursuant to notice duly given, a hearing was held on the proposed improvements and assessments:

NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI:

Section 1. The plans and specifications for the Applewood Creek Neighborhood Improvement District Project, Project Number 9717, providing for an estimate cost of \$99,766.00 will be assessed against property benefited by the improvements, are hereby determined to be final and complete and the improvements described therein are ordered to be made.

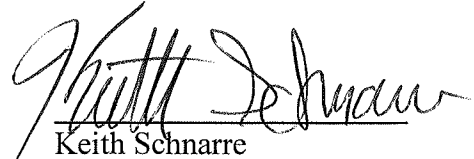
Section 2. The County of Boone expects to make expenditures on and after the date of passage of this Order in connection with the Project, and the County of Boone intends to reimburse itself for such expenditures with the proceeds of notes or bonds of the County of Boone. The maximum principal amount of notes or bonds expected to be issued for the Project is \$140,000.00.

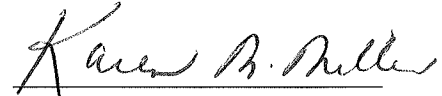
Section 3. The County of Boone hereby authorizes the Treasurer to issue temporary notes pursuant to the Act to finance the costs of the Project until the Project is completed and final costs are determined for the purpose of making assessments against the owners of property within the district.

Section 4. This Order and the proposed assessment roll for the Project, a copy of which is attached hereto as **Exhibit A**, is ordered and directed to be filed by the Clerk of Boone County, in the real estate records of the Recorder of Deeds of Boone County, Missouri.

Section 4. This Order shall be in full force and effect from and after its passage.

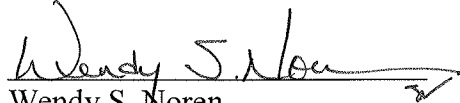
PASSED and APPROVED by the County Commission of Boone County this 21st day of August, 2003.

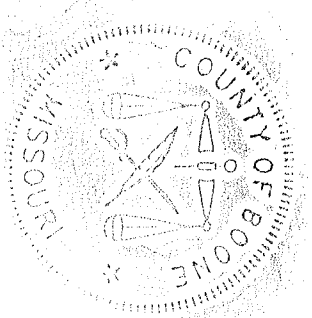

Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



} ss.

I, Wendy S. Noren Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

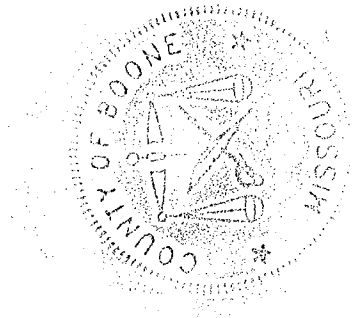
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the 21st day of August

2003

Wendy S. Noren Clerk County Commission

By Shawna M. Victor D.C.



No. 405-2003

Certified Copy of Order

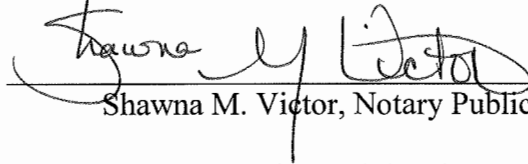
of BOONE COUNTY COMMISSION, Made at

August Term, 20

In the Matter of Applewood Creek NID- Notice to Proceed

On this 21st day of August, 2003, before me personally appeared Keith Schnarre, Karen M. Miller and Skip Elkin, who after being duly sworn upon their oath did state, affirm and acknowledge that they are the duly elected County Commissioners of the County of Boone, a political Subdivision in the State of Missouri, that they executed the within instrument on behalf of said County as their free act and deed pursuant to the authority vested in them to execute said instrument on behalf of said County as authorized by law and they executed the same for the purposes therein stated. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at my office in City of Columbia, the day and year last above written.

SHAWNA M. VICTOR
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires October 14, 2005


Shawna M. Victor, Notary Public

My Commission expires: 14 October 2005



Recorded In Boone County, Missouri

Date and Time: 08/21/2003 at 03:22:23 PM

Instrument #: 2003035545 Book:02327 Page:0155

Grantor: BOONE COUNTY COMMISSION

Grantee: APPLEWOOD CREEK NEIGHBORHOOD IMPROV...

Instrument Type: ODR

Recording Fee: \$41.00

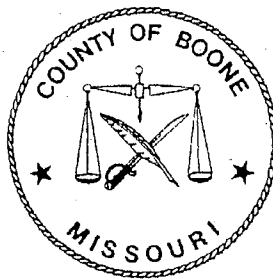
No. of Pages: 8


Bettie Johnson, Recorder of Deeds



**RECORDER OF DEEDS CERTIFICATE
BOONE COUNTY, MISSOURI
EXEMPT DOCUMENT**

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Bettie Johnson
Recorder of Deeds
801 E Walnut, Room 132
Columbia, Missouri 65201
573-886-4345

APPLEWOOD CREEK
NEIGHBORHOOD IMPROVEMENT DISTRICT

BOONE COUNTY MO AUG 21 2003

ID #	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	DESCRIPTION	ACRES	SIGNED	PROPOSED ASSESSMENT
1	16-803-33-02-001.00	Nichols	Tyson			5101 S. Persimmon Rd.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by Quit-Claim Deed, recorded in Book 1043, Page 57, being Lot # 1, Otahki Trails Subdivision, Boone County, Missouri records.	2.51	2.51	\$ 4,750.76
2	16-803-33-02-002.00	Crowley	Glen R.	Crowley	Donna S.	4195 Crabapple Ln.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by Warranty Deed, recorded in Book 522, Page 240, as Lot # 2 Otahki Trails Subdivision, Boone County, Missouri records.	2.51	2.51	\$ 4,750.76
3	16-803-33-03-002.00	McDonald	Gregory A.	McDonald	Annette H.	4025 W. Applewood Creek Rd.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by General Warranty Deed, recorded in Book 1120, Page 538, being Lot # 1 (with exception) & Lot # 2, Paradise Hills Estates Subdivision, Block 1, Boone County, Missouri records.	4.00	4.00	\$ 4,750.76
4	16-803-33-03-003.00	Griffo	Trudi E.	Griffo	Mark	4000 W. Applewood Creek Rd.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by General Warranty Deed, recorded in Book 1442, Page 567, as Lot # 3, Paradise Hills Estates Subdivision, Block 1, Boone County, Missouri records.	2.50	2.50	\$ 4,750.76
5	16-803-33-03-004.00	Goff	Richard D.	Goff	Vera L.	3890 W. Applewood Creek Rd.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by General Warranty Deed, recorded in Book 1206, Page 646, being Lot # 4, Paradise Hills Estates Subdivision, Block 1, Boone County, Missouri records.	2.50	2.50	\$ 4,750.76
6	16-803-33-03-005.00	Trecha	Randal R.	Trecha	Doreen E.	1113 Northshore Dr.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by General Warranty Deed, recorded in Book 986, Page 743, being Lot # 1, Paradise Hills Estates Subdivision, Block 2, Boone County, Missouri records.	11.40	11.40	\$ 4,750.76
7	16-803-33-03-006.00	Paradise Hills Estates LC				5026 S. Hunter Ct.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by Warranty Deed, recorded in Book 1475, Page 272, being Lot # 8, Paradise Hills Estates Subdivision, Block 3, Boone County, Missouri records.	2.50	2.50	\$ 4,750.76

BOONE COUNTY MO AUG 2 1 2003

APPLEWOOD CREEK
NEIGHBORHOOD IMPROVEMENT DISTRICT

8	16-803-33-03-007.00	Paradise Hills Estates LC				5026 S. Hunter Ct.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by Warranty Deed, recorded in Book 1475, Page 272, being Lot # 9, Paradise Hills Estates Subdivision, Block 3, Boone County, Missouri records.	2.50	2.50	\$ 4,750.76
9	16-803-33-03-008.00	Schuyler	Jeffrey R.	Schuyler	Linda S.	2902 Burrwood Dr.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by Warranty Deed, recorded in Book 1287, Page 944, being Lot # 10, Paradise Hills Estates Subdivision, Block 3, Boone County, Missouri records.	2.50	2.50	\$ 4,750.76
10	16-803-33-03-008.01	Feng	Xumin	Yang	Jia	4305 Celeb Ct.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by General Warranty Deed, recorded in Book 1829, Page 408, being Lot # 11, Paradise Hills Estates Subdivision, Block 3, Boone County, Missouri records.	2.50	2.50	\$ 4,750.76
12	16-803-33-03-010.00	Devenney	Russell F.	Devenney	Laura	5026 S. Hunter Ct.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by Warranty Deed, recorded in Book 1144, Page 960, being Lot # 12, Paradise Hills Estates Subdivision, Block 3, & NPT Lot # 1, Paradise Hills Estates Subdivision, Block 1, Boone County, Missouri records.	3.50	3.50	\$ 4,750.76
13	16-803-33-03-011.00	Garb	James R. L.	Garb	Candace T.	3975 W. Applewood Creek Rd.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by General Warranty Deed, recorded in Book 1257, Page 187, as Lot # 13, Paradise Hills Estates Subdivision, Block 3, Boone County, Missouri records.	2.50	2.50	\$ 4,750.76
14	16-803-33-03-012.00	Paradise Hills Estates LC				5026 S. Hunter Ct.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by Warranty Deed, recorded in Book 1475, Page 272, being Lot # 16, Paradise Hills Estates Subdivision, Block 4, Boone County, Missouri records.	2.53	2.53	\$ 4,750.76
15	16-803-33-03-013.00	Paradise Hills Estates LC				5026 S. Hunter Ct.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by Warranty Deed, recorded in Book 1475, Page 272, being Lot # 17, Paradise Hills Estates Subdivision, Block 4, Boone County, Missouri records.	2.52	2.52	\$ 4,750.76

APPLEWOOD CREEK
NEIGHBORHOOD IMPROVEMENT DISTRICT

16	16-803-33-03-014.00	Paradise Hills Estates LC				5026 S. Hunter Ct.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by Warranty Deed, recorded in Book 1475, Page 272, being Lot # 18, Paradise Hills Estates Subdivision, Block 4, Boone County, Missouri records.	2.63	2.63	\$	4,750.76	
17	16-803-33-03-015.00	Paradise Hills Estates LC				5026 S. Hunter Ct.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by Warranty Deed, recorded in Book 1475, Page 272, being Lot # 19, Paradise Hills Estates Subdivision, Block 4, Boone County, Missouri records.	2.53	2.53	\$	4,750.76	
18	16-803-33-03-016.00	Paradise Hills Estates LC				5026 S. Hunter Ct.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by Warranty Deed, recorded in Book 1475, Page 272, being Lot # 20 Paradise Hills Estates Subdivision, Block 4, Boone County, Missouri records.	2.51	2.51	\$	4,750.76	
19	16-803-33-03-018.00	Miles	John D.	Miles	Heidi	2404 Lloyd Court	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by General Warranty Deed, recorded in Book 1765, Page 886, being Lot # 21 A, (Replat of Lots 21-25) Paradise Hills Estates Subdivision, Block 4, Boone County, Missouri records.	8.77	8.77	\$	4,750.76	
20	16-803-33-03-020.00	Paradise Hills Estates LC				5026 S. Hunter Ct.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by General Warranty Deed, recorded in Book 1475, Page 272, as Lot # 25 A, (Replat of Lots 21-25) Paradise Hills Estates Subdivision, Block 4, Boone County, Missouri records.	6.06	6.06	\$	4,750.76	
21	16-803-33-00-006.00	Welch	Larry F.			5050 S. Persimmon Rd.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by Affidavit of Scrivener's Error, recorded in Book 1518, Page 175, Boone County, Missouri records.	1.52	1.52	\$	4,750.76	
11	16-803-33-00-009.00	Schneider	A. E.	Schneider	Helen J.	3850 W. Applewood Creek Rd.	Columbia	MO	65203	SW 1/4 Section 33, T 48 N, R 13 W as described by Survey recorded in Book 310, Page 164, Boone County, Missouri records.	1.19	1.19	\$	4,750.76	
Revised 8-6-03															
											Total Acres	70.49	70.49		
											Percentage For Project		100.00%		

WENDY S. NOREN
BOONE COUNTY CLERK

801 East Walnut, Room 236
Columbia, Missouri 65201

CERTIFICATE OF MAILING

STATE OF MISSOURI }
 }
 }**SS.**
COUNTY OF BOONE }

I, the undersigned, County Clerk of Boone County, Missouri, do hereby certify that on August 12, 2003, I mailed to all of the owners of property affected thereby, at their last known post office address, a Notice of Hearing and Statement of Cost Proposed to be Assessed against their property in a Neighborhood Improvement District established in Boone County, Missouri, for the Applewood Creek Neighborhood Improvement District, in preparation for the hearing scheduled to be held at 1:15 p.m. on August 21, 2003, to consider the proposed assessments and to hear any and all oral or written objection thereto.

A sample of the form of such Notice of Hearing and Statement of Cost Proposed to be Assessed is attached hereto.

WITNESS my hand and seal on 21 August, 2003/

(SEAL)

Wendy S. Noren
Wendy S. Noren
County Clerk
Boone County, Missouri

**WENDY S. NOREN
BOONE COUNTY CLERK**

801 East Walnut, Room 236
Columbia, Missouri 65201

**NOTICE OF HEARING AND
STATEMENT OF COST PROPOSED TO BE ASSESSED**

**August 11, 2003
Applewood Creek Neighborhood Improvement District
Boone County, Missouri**

Description of Property: LEGAL DESCRIPTION

Assessor Number: TAX PARCEL ID NUMBER

SAMPLE FORM
ADDRESS
CITY, ST, ZIP

PROPOSED ASSESSMENT: \$ 4,750.76

As owner of record of the property described above in the Neighborhood Improvement District established in Boone County, Missouri, for the above-named Project, you are hereby notified that the portion of the cost of the Project shown above is proposed to be assessed against your property.

The amount finally assessed on such property will be determined from the actual final project cost, and cannot exceed the proposed assessment shown above by more than 25% without additional authorization by petition or election.

You are hereby further notified that the County Commission of the County will meet on **August 21 at 1:15 p.m.**, at the Boone County Commission Chambers, 801 East Walnut, Columbia, Missouri, for the purpose of considering the proposed improvements and assessments.

The proposed Assessment Roll for the above said improvements and the plans and specifications and estimated costs thereof are on file in my office for public inspection.

WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID HEARING.

If you have any questions, please call or write to:

John P. Watkins II
Project Development Manager
Boone County Public Works
5551 Highway 63 South
Columbia MO 65201
Tel: 573-449-8515

(SEAL)

Wendy S. Noren
County Clerk,
Boone County, Missouri

Boone County Public Works



John P. Watkins II
Manager
Project Development

5551 Highway 63 South
Columbia MO 65201-9711
Phone (573) 449-8515 ext. 242
Fax (573) 875-1602

E-mail: jwatkins@boonecountymo.org

August 8, 2003

Attn: Columbia Missourian

Re: Notice of Hearing Ad

Please run the following ad in your Monday's Legal Notice section of the paper.

Please submit affidavit of publication to this office once the ad has run.

If you have any questions or concerns, please contact this office at 573-449-8515.

Sincerely,

COPY

John P. Watkins II
Project Development Manager

Notice of Hearing

**Applewood Creek
Neighborhood Improvement District**

Boone County, Missouri: Notice is hereby given that a hearing will be held on Thursday, August 21, 2003 at 1:15 p.m. in the Boone County Commission Chambers, 801 E. Walnut, Columbia, MO for the purpose of considering the improvements herein described.

1. Project Name: Applewood Creek Neighborhood Improvement District
2. General Nature of Improvements: For the purpose of improving and paving of Applewood Creek Road, Crabapple Lane and Persimmon Road. to a paved standard that is acceptable for the County to take over for Maintenance.
3. The estimated cost of the project is \$99,766.00. All of the Project cost will be assessed against the owners of property within the District. The final cost of the Project to be assessed against owners of property within the District shall not exceed the estimated cost by more than 25%.
4. The boundaries of the Neighborhood Improvement District to be assessed for the Project are located in the SW ¼ of Section 33, T 48 N, R 13 W , in Boone County, Missouri, described by:
 - Quit-Claim Deed, recorded in Book 1043, Page 57, being Lot # 1, Otahki Trails Subdivision
 - Warranty Deed, recorded in Book 522, Page 240, as Lot # 2 Otahki Trails Subdivision
 - General Warranty Deed, recorded in Book 1120, Page 538, being Lot # 1 (with exception) & Lot # 2, Paradise Hills Estates Subdivision, Block 1
 - General Warranty Deed, recorded in Book 1442, Page 567, as Lot # 3, Paradise Hills Estates Subdivision, Block 1,
 - General Warranty Deed, recorded in Book 1206, Page 646, being Lot # 4, Paradise Hills Estates Subdivision, Block 1
 - General Warranty Deed, recorded in Book 986, Page 743, being Lot # 1, Paradise Hills Estates Subdivision, Block 2
 - Warranty Deed, recorded in Book 1475, Page 272, being Lots # 8 & # 9 of Paradise Hills Estates Subdivision, Block 3
 - Warranty Deed, recorded in Book 1287, Page 944, being Lot # 10, Paradise Hills Estates Subdivision, Block 3
 - General Warranty Deed, recorded in Book 1829, Page 408, being Lot # 11, Paradise Hills Estates Subdivision, Block 3
 - Warranty Deed, recorded in Book 1144, Page 960, being Lot # 12, Paradise Hills Estates Subdivision, Block 3, & NPT Lot # 1, Paradise Hills Estates Subdivision, Block 1
 - General Warranty Deed, recorded in Book 1257, Page 187, as Lot # 13, Paradise Hills Estates Subdivision, Block 3
 - Warranty Deed, recorded in Book 1475, Page 272, being Lot # 16 – # 20 of Paradise Hills Estates Subdivision, Block 4
 - General Warranty Deed, recorded in Book 1765, Page 886, being Lot # 21 A, (Replat of Lots 21-25) Paradise Hills Estates Subdivision
 - General Warranty Deed, recorded in Book 1475, Page 272, as Lot # 25 A, (Replat of Lots 21-25) Paradise Hills Estates Subdivision
 - Affidavit of Scrivener's Error, recorded in Book 1518, Page 175
 - Survey recorded in Book 310, Page 164
5. Method of Assessment: The final improvement cost shall be assessed equally on a per lot / tract assessment and shall be payable in not more than ten (10) substantially equal annual installments in accordance with the laws of the State of Missouri and consistent with the administrative policies of the County of Boone. The proposed assessments roll for the improvements, projects plans and specifications and estimated costs thereof, are on file in my office for public inspection. **WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT THE HEARING**

Wendy S. Noren
County Clerk
Boone County, Missouri

Columbia Missourian
August 11, 2003

Applewood Creek
Neighborhood Improvement
District

Boone County, Missouri. Notice is hereby given that a hearing will be held on Thursday, August 21, 2003 at 1:15 p.m. in the Boone County Commission Chambers, 801 E. Walnut, Columbia, MO for the purpose of considering the improvements herein described.

1. Project Name: Applewood Creek Neighborhood Improvement District

2. General Nature of Improvements: For the purpose of improving and paving of Applewood Creek Road, Crabapple Lane and Persimmon Road, to a paved standard that is acceptable for the County to take over for Maintenance.

3. The estimated cost of the project is \$99,766.00. All of the Project cost will be assessed against the owners of property within the District. The final cost of the Project to be assessed against owners of property within the District shall not exceed the estimated cost by more than 25%.

4. The boundaries of the Neighborhood Improvement District to be assessed for the Project are located in the SW 1/4 of Section 33, T 48 N, R 13 W, in Boone County, Missouri, described by: Quit-Claim Deed, recorded in Book 1043, Page 57, being Lot #1, Otahki Trails Subdivision Warranty Deed, recorded in Book 522, Page 240, as Lot #2 Otahki Trails Subdivision General Warranty Deed, recorded in Book 1120, Page 538, being Lot #1 (with exception) & Lot #2, Paradise Hills Estates Subdivision, Block 1

General Warranty Deed, recorded in Book 1442, Page 567, as Lot #3, Paradise Hills Estates Subdivision, Block 1

General Warranty Deed, recorded in Book 1206, Page 646, being Lot #4, Paradise Hills Estate Subdivision, Block 1

General Warranty Deed, recorded in Book 986, Page 743, being Lot #1, Paradise Hills Estate Subdivision, Block 2

Warranty Deed, recorded in Book 1475, Page 272, being Lots #8 & #9 of Paradise Hills Estates Subdivision, Block 3

Warranty Deed, recorded in Book 1287, Page 944, being Lot #10, Paradise Hills Estates Subdivision, Block 3

General Warranty Deed, recorded in Book 1829, Page 408, being Lot #11, Paradise Hills Estates Subdivision, Block 3

Warranty Deed, recorded in Book 1144, Page 960, being Lot #12, Paradise Hills Estates Subdivision, Block 3, & NPT Lot #1, Paradise Hills Estates Subdivision, Block 1

General Warranty Deed, recorded in Book 1257, Page 187, as Lot #13, Paradise Hills Estates Block 3

Warranty Deed, recorded in Book 1475, Page 272, being Lot #16-#20 of Paradise Hills Subdivision, Block 4

General Warranty Deed, recorded in Book 1765, Page 886, being Lot #21 A, (Replat of Lots 21-25) Paradise Hills Estates

General Warranty Deed, recorded in Book 1475, Page 272, as Lot #25 A, (Replat of Lots 21-25) Paradise Hills Estates Subdivision

Affidavit of Scrivener's Error, recorded in Book 1518, Page 175 Survey recorded in Book 310, Page 164

5. Method of Assessment: The final improvement cost shall be assessed equally on a per lot/tract assessment and shall be payable in not more than ten (10) substantially equal annual installments in accordance with the laws of the State of Missouri and consistent with the administrative policies of the County of Boone. The proposed assessments roll for the improvements, projects plans and specifications and estimated costs thereof, are on file in my office for public inspection. WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT THE HEARING.

Wendy S. Noren
County Clerk
Boone County, Missouri
Insertion Date: August 11, 2003

* Affidavit will be submitted
once received

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

August Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 21st day of August 20 03

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 Old Plank Village Plat 1. It is further ordered that the Presiding Commissioner be hereby authorized to sign said plat.

Done this 21st day of August, 2003.

Keith Schnarre
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission