

CERTIFIED COPY OF ORDERSTATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 04

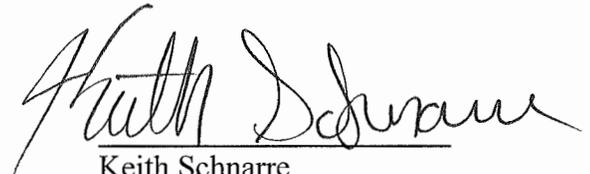
In the County Commission of said county, on the

16th day of March 20 04

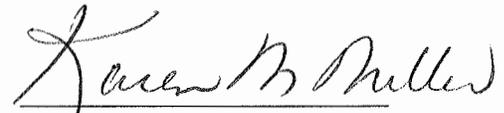
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following Revenue Sharing Contracts and authorize the Presiding Commissioner to sign said contracts:

ENTITY	CONTRACT AMOUNT
City of Ashland	\$45,000.00
City of Centralia	\$88,333.00
Centralia Special Road District	\$103,333.00
City of Columbia	\$292,500.00
City of Hallsville	\$40,000.00
City of Harrisburg	\$19,000.00
City of Hartsburg	\$20,700.00
City of Huntsdale	\$11,500.00
City of McBaine	\$8,600.00
City of Rocheport	\$29,400.00
City of Sturgeon	\$25,394.00

Done this 16th day of March, 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 ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 16 day of MARCH, 2004 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Ashland a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Forty five thousand (\$45000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By:

Keith Schnarre
Keith Schnarre, Presiding Commissioner
Boone County Commission

City of Ashland

By:

Alan C Bauer
Mayor, City of Ashland

Date: 16 MARCH 2004

Date: 4-20-04

ATTEST:

Wendy S. [Signature]
County Clerk

ATTEST:

Darla Dapp
City Clerk

APPROVED AS TO FORM:

[Signature]
John Patton, County Counselor

APPROVED AS TO FORM:

[Signature]
City Attorney

CERTIFICATION

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

Jane E. Patchford
Auditor

Date: 3/8/04

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 16 day of MARCH, 2004 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Centralia a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Eighty-eight thousand three hundred thirty three (\$88333) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

Commission Order #324-2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

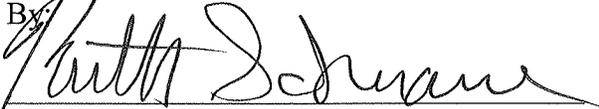
2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By:



Keith Schnarre, Presiding Commissioner
Boone County Commission

City of Centralia

By:

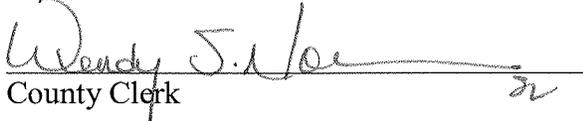


Mayor, City of Centralia

Date: 16 MARCH 2004

Date: 4-20-04

ATTEST:


County Clerk

ATTEST:


City Clerk

APPROVED AS TO FORM:

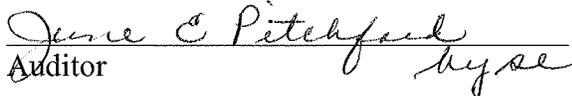
John Patton, County Counselor

APPROVED AS TO FORM:


City Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.


Auditor

Date: 3/8/04

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 16 day of MARCH, 2004 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the Centralia Special Road District a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of One hundred three thousand three hundred thirty three (\$103333) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

Commission Order #324-2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 16 day of MARCH, 2004 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Columbia a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Two hundred ninety two thousand five hundred (\$292500) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

Commission Order #324-2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By: *Keith Schnarre*
Keith Schnarre, Presiding Commissioner
Boone County Commission

City of Columbia

By: *Raymond A. Beck*
Raymond A. Beck, City Manager
~~Mayor, City of Columbia~~

Date: 16 MARCH 2004

Date: JUNE 10, 2004

ATTEST:

Wendy S. Igo
County Clerk

ATTEST:

Sheela Amin
City Clerk - Sheela Amin

APPROVED AS TO FORM:

John Patton
John Patton, County Counselor

APPROVED AS TO FORM:

Fred Boeckmann
City Attorney - Fred Boeckmann

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

Jane C. Pitchford
Auditor *by se*

Date: 3/8/04

Boone County Revenue Sharing Application

Revenue Sharing, funded by Proposition 2, November 1997, was developed to provide resources to Cities within Boone County and the Centralia Special Road District (CSRD) to fund mutually beneficial City/County shared road and bridge public improvement projects. The County Commission annually determines the amount to be appropriated for Revenue Sharing.

Name of County Entity Columbia

City/County Proposed Project for 2004 Chapel Hill Road; Scott Boulevard to
Gillespie Bridge Road

Total Estimated Cost of 2004 Project \$2,431,000.00

Amount of Revenue Sharing Money Needed to Complete 2004 Project \$1,500,000.00

Explanation for the request and resulting improvement see attached

Other Funding Sources Available special assessment; developer contribution;
sales tax funds

List or Attach 5 Year Long Range Plan and Estimated Financial Need:

Year 1	<u>see attached</u>	\$ <u> </u>	Status <u> </u>
Year 2	<u>see attached</u>	\$ <u> </u>	Status <u> </u>
Year 3	<u>see attached</u>	\$ <u> </u>	Status <u> </u>
Year 4	<u>see attached</u>	\$ <u> </u>	Status <u> </u>
Year 5	<u>see attached</u>	\$ <u> </u>	Status <u> </u>

Contact Person, address, and phone: Lowell Patterson, P O 6015, Columbia, MO 65205
573-874-7253

Please return to the Boone County Public Works Department--Design and Construction Division, 5551 Highway 63 South, Columbia, Missouri 65201 by July 31, 2003.

Please DO NOT send or drop-off to any other office or location.

CHAPEL HILL ROAD

PROJECT DESCRIPTION

July 29, 2003

The Chapel Hill Road project extends westward from Scott Boulevard approximately 5,000 feet and connects into Gillespie Bridge Road. The alignment is shown on the attached. The project will provide for at least a two-lane facility constructed to minor arterial standards as shown in the adopted *Major Thoroughfare Plan*. The project will include signals at the east end at Scott Boulevard which will include geometric improvements to Scott Boulevard at Chapel Hill Road and major storm drainage work immediately west of Scott Boulevard. Daniel Boone Little League facilities will have to be addressed during the conceptual and design processes to adequately accommodate their needs. Re-connection at the west end into existing Gillespie Bridge Road east of the bridge will include work in an area of very rough topography.

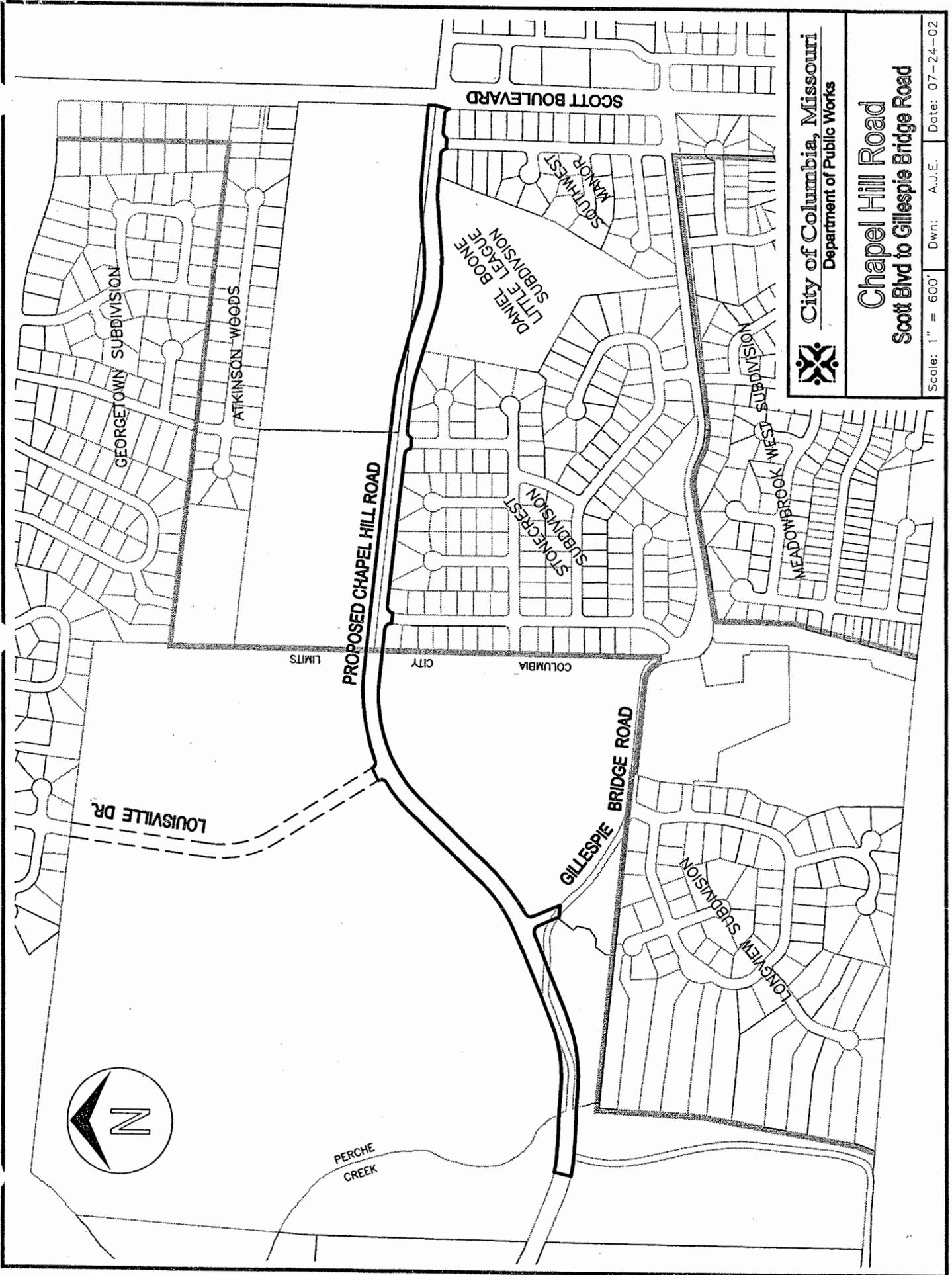
This alignment serves a developing area and will reduce trips along the existing Gillespie Bridge Road alignment. Additionally, if any delays are encountered along Interstate 70 in the form of accidents or work-related delays, this enhanced Chapel Hill Road alignment along with Gillespie Bridge Road to the west will provide a good alternate access during those short periods of time. This roadway provides connectivity between the urban city area and the area outside the city developed as urban/rural fringe areas. The owners of property/developers may provide some of the project funding in terms of right of way dedication, although these assurances have not been formalized as yet.

The cost estimate for the project is outlined below:

Cost Estimate

Chapel Hill Road from Scott Boulevard West to Gillespie Bridge Road (5,000 feet)

Preliminary Engineering	\$390,000.00
Right of Way	\$86,000.00
Sidewalks/Pedways	\$75,000.00
Drainage	\$940,000.00
Signals	\$65,000.00
Roadway	\$875,000.00
TOTAL	\$2,431,000.00



City of Columbia, Missouri
 Department of Public Works

**Chapel Hill Road
 Scott Blvd to Gillespie Bridge Road**

Scale: 1" = 600' Dwn: A.J.E. Date: 07-24-02

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 16 day of MARCH, 2004 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Hallsville a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Forty thousand (\$40000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By: Keith Schnarre
Keith Schnarre, Presiding Commissioner
Boone County Commission

City of Hallsville
By: Carl M. South
Carl M. South
Mayor, City of Hallsville

Date: 16 MARCH 2004

Date: 3-22-04

ATTEST:
Wendy S. Loe
County Clerk

ATTEST:
Cheri T. Reisch
City Clerk Cheri T. Reisch

APPROVED AS TO FORM:
John Patton
John Patton, County Counselor

APPROVED AS TO FORM:
John L. Whiteside
City Attorney John L. Whiteside

CERTIFICATION:
I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

Jane E. Pitchford
Auditor

Date: 3/8/04

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 16 day of MARCH, 2004 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Harrisburg a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Nineteen thousand (\$19000) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
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 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By: Keith Schnarre
Keith Schnarre, Presiding Commissioner
Boone County Commission

City of Harrisburg

By: Janina Carter
Mayor, City of Harrisburg

Date: 16 MARCH 2004

Date: 3/16/2004

ATTEST:

Wanda J. [Signature]
County Clerk

ATTEST:

Kathy [Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
John Patton, County Counselor

APPROVED AS TO FORM:

[Signature]
City Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

Jane E. Pitchford
Auditor *by se*

Date: 3/8/04

97-2004

MAY - 4 2004

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 16 day of MARCH, 2004 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Hartsburg a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Twent thousand seven hundred (\$20700) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

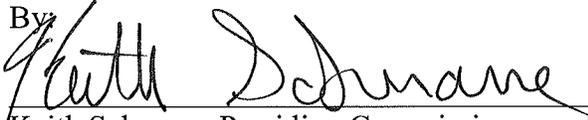
Commission Order #324-2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

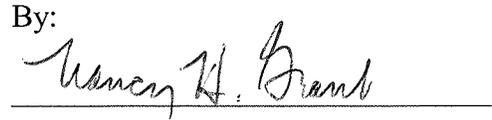
IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By: 
Keith Schnarre, Presiding Commissioner
Boone County Commission

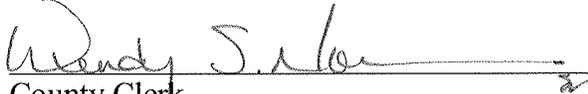
City of Hartsburg

By: 
Mayor, City of Hartsburg

Date: 16 MARCH 2004

Date: 14 April 2004

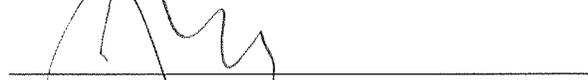
ATTEST:


County Clerk

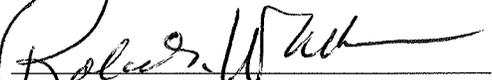
ATTEST:


City Clerk

APPROVED AS TO FORM:

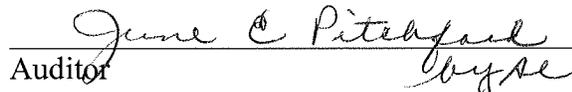

John Patton, County Counselor

APPROVED AS TO FORM:


City Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.


Auditor

Date: 3/8/04

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 16 day of MARCH, 2004 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Huntsdale a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Eleven thousand five hundred (\$11500) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

Commission Order #324-2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By: Keith Schnarre
Keith Schnarre, Presiding Commissioner
Boone County Commission

City of Huntsdale

By: Debby Lancaster
Mayor, City of Huntsdale

Date: 16 MARCH 2004

Date: 4-12-04

ATTEST:

Wendy S. Baker
County Clerk

ATTEST:

Kathy McMeel
City Clerk

APPROVED AS TO FORM:

John Patton
John Patton, County Counselor

APPROVED AS TO FORM:

City Attorney
City Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

Jane A. Pitchfork
Auditor

Date: 3/8/04

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 16 day of MARCH, 2004 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of McBaine a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Eight thousand six hundred (\$8600) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under Commission Order #324-

2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 16 day of MARCH, 2004 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Rocheport a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Twenty nine thousand four hundred (\$29400) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

Commission Order #324-2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

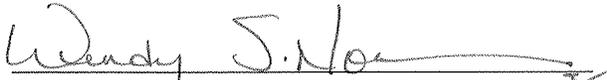
by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By: 
Keith Schnarre, Presiding Commissioner
Boone County Commission

Date: 16 MARCH 2004

ATTEST:


County Clerk

APPROVED AS TO FORM:


John Patton, County Counselor

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.


Auditor

City of Rocheport

By: 
Mayor, City of Rocheport

Date: APRIL 5, 2004

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

Date: 3/8/04

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement dated this 16 day of MARCH, 2004 is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Sturgeon a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has Revenue Sharing funds available to fund mutually beneficial City/County shared road and bridge public improvement projects, in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a Revenue Sharing application with the County to fund an improvement or repair project as shown in its Revenue Sharing application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of Twenty five thousand three hundred ninety four (\$25394) Dollars for use in the completion of the road improvement and/or repair project specified in the City's Revenue Sharing application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference. Provided, however, County may terminate this agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. Payments made under this agreement shall be made in the form of progress payments in accordance with the terms and conditions of the Boone County Road Tax Revenue Sharing Policies adopted by County under

Commission Order #324-2002, which is made a part hereof by reference, unless waived by written order of the Boone County Commission.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:
 - a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the Revenue Sharing application and for no other purposes.
 - b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
 - c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.
 - d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
 - e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.
4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed

by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By: 
Keith Schnarre, Presiding Commissioner
Boone County Commission

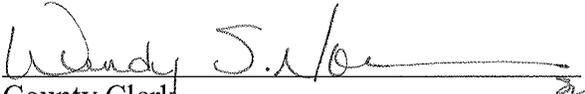
City of Sturgeon

By: 
Mayor, City of Sturgeon

Date: 16 MARCH 2004

Date: 3/23/04

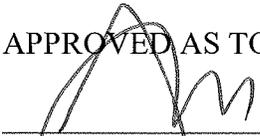
ATTEST:


County Clerk

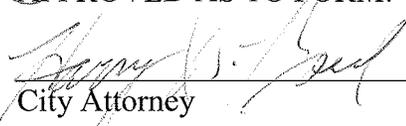
ATTEST:


City Clerk

APPROVED AS TO FORM:

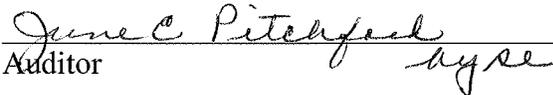

John Patton, County Counselor

APPROVED AS TO FORM:


City Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.


Auditor

Date: 3/8/04

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

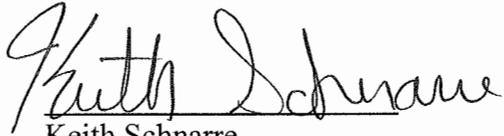
March Session of the January Adjourned Term. 20 04

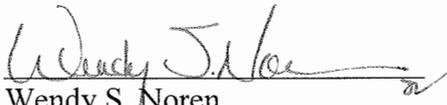
In the County Commission of said county, on the 16th day of March 20 04

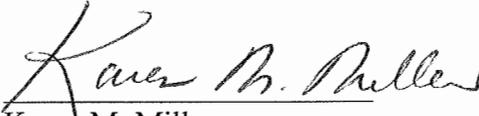
the following, among other proceedings, were had, viz:

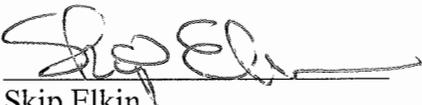
Now on this day the County Commission of the County of Boone does hereby approve the General Consultant Service Agreement with Chinn and Associates. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 16th day of March, 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

GENERAL CONSULTANT SERVICES AGREEMENT

98-2004

THIS AGREEMENT dated this 16 day of MARCH, 2004, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Chinn & Associates (herein "Consultant").

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

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

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

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

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

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

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

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

CHINN & ASSOCIATES

BOONE COUNTY, MISSOURI

By Kim Olin-Robin

By Keith Schnarre

Keith Schnarre, Presiding Commissioner

Title Architect

Dated: 2.2.04

Dated: 16 MARCH 2004

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Attorney

[Signature]
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:

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

no unencumbered balance 3/8/04
Auditor byse Date

FEES FOR ADDITIONAL SERVICES – January 2004
CHINN & ASSOCIATES, Inc.

Hourly Rates

Principals:	\$110.00 per hr.
Production:	
Design/Computer Aided Drafting Services	\$95.00 - \$110.00/hr.
Specification Writing & Clerical	\$45.00 - \$65.00/hr.

For Additional Services of Consultants: including structural, mechanical, electrical and civil, a multiple of one and 25/100 (1.250 times) the amounts billed to the Architect for such services.

Reimbursable Expenses

Mileage	\$.38/mile
Travel & Lodging	Cost x 1.1
Printing & Reproducibles	Cost x 1.1
CAD Plots	\$12.00/sheet
Telephone & Facsimiles	Cost x 1.1
Postage	Cost x 1.1
Miscellaneous Materials	Cost x 1.1
Testing Services	Cost x 1.1

Professional Liability Insurance premiums for policies in excess of one million dollars shall be paid for by the Owner.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 16th day of March 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 recommendation from the Road and Bridge Advisory Committee:

- To waive the site distance requirements and allow a driveway to be placed on Calvin Drive associated with Driveway Permit #02253. This driveway is to be approved for recreational use only. If at any time the driveway use is changed or a building permit taken out, the site distance requirement will no longer be waived.

Done this 16th day of March, 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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 16th day of March 20 04

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

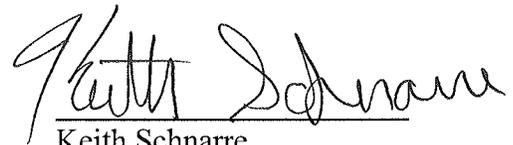
Now on this day the County Commission of the County of Boone does hereby approve the following recommendation from the Road and Bridge Advisory Committee:

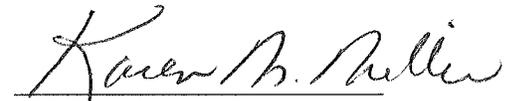
- To waive site distance requirements and allow a driveway to be placed on Wagon Trail Road associated with Driveway Permit 04-013. Reduced speed signage will be placed by the County following installation of the driveway. The Committee also recommends Boone County Public Works completes a speed study for this section of Wagon Trail Road.

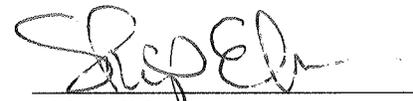
Done this 16th day of March, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 16th day of March 20 04

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

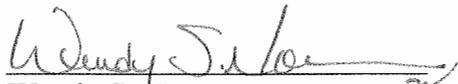
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

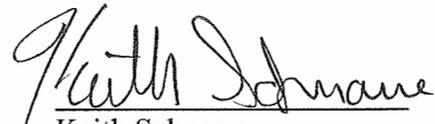
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1123-86850: Emergency – Contingency	\$2,572.00	
1255-10100: Corrections – Salary		\$1,876.00
1255-10115: Corrections – Shift Differential		\$8.00
1255-10120: Corrections – Holiday Worked		\$410.00
1255-10200: Corrections – FICA		\$175.00
1255-10325: Corrections – Disability Insurance		\$11.00
1255-10400: Corrections – Worker's Comp		\$92.00

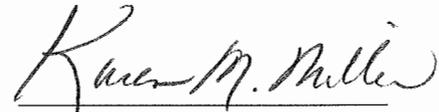
Said budget revision is to cover the increase in hours worked by the part-time nurse at the Boone County Jail.

Done this 16th day of March, 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

RECEIVED MAR 08 2004

3/3/04

EFFECTIVE DATE

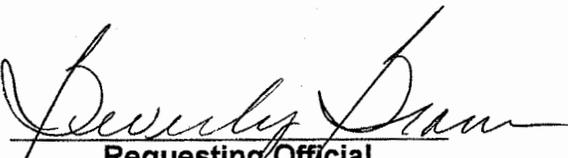
FOR AUDITORS USE

101-2004

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Transfer From	Transfer To
											Decrease	Increase
1	1	2	3	8	6	8	5	0	██████████.Emergency	Contingency Fund	2572.	
1	2	5	5	1	0	1	0	0	Sheriff-Corrections	Salary		1876. ✓
				1	0	1	1	5		Shift Differential		8. ✓
				1	0	1	2	0		Holiday Worked		410. ✓
				1	0	2	0	0		FICA		175. ✓
				1	0	3	2	5		Disability Insurance		11. ✓
				1	0	4	0	0		Work. Comp.		92. ✓

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): **This budget revision will increase hours worked for the part time nurse position in Budget 1255. An additional 2 hours per week has been budgeted. 2004 Budget had placed the funding in the Contingency Fund until a work schedule was finalized. This budget revision reflects partial year from 3/15 - 12/31/04**

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):

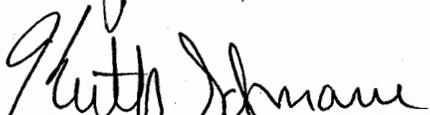

 Requesting Official

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:

To Commission Agenda


 Auditor's Office


 PRESIDING COMMISSIONER


 DISTRICT I COMMISSIONER


 DISTRICT II COMMISSIONER



BOONE COUNTY SHERIFF'S DEPARTMENT

2121 County Drive
TED BOEHM, Sheriff

Columbia, Missouri 65202-9051
Phone: (573) 875-1111 • Fax (573) 874-8953

RECEIVED

MAR 21 2004

BOONE COUNTY AUDITOR

TO: Keith Schnarre, Boone County Presiding Commissioner
FROM: Ted Boehm, Boone County Sheriff *T.B.*
DATE: February 27, 2004
SUBJECT: Nursing Staff

COPY

Within the next week we will begin interviews and the hiring process for an additional full time Nurse/RN. In the last meeting with you reference this, we discussed preparing a budget on the cost for the new nurse.

Please find attached the line item budget that we believe will be needed to cover the annual expenses. Please note in this budget that I have included a cell phone which is required so that medical staff can be contacted at any time. Hopefully, Boone Hospital Center will consider this piece of equipment to be a justifiable expense.

In our last meeting we also discussed Heidi preparing a schedule for the medical office to cover the maximum hours necessary. I inquired about adding 2 additional hours per shift for the ¾ time Nurse/RN which would increase her hours from 30-32 per week. If approved, this would assist in meeting the coverage that Heidi believes is needed. In addition, we discussed if this increase was approved these monies would be taken from the contingency fund in the 2004 budget for nurses' salaries.

cc: June Pitchford ✓
Heidi Fussner

Personnel Budget for Position 599 Registered Nurse
 Change from .75 FTE to .80 FTE
 (Two Additional Hours per Week)
 Prepared by Auditor's Office 3/8/2004

Account/Description	Rate	Full Year		Partial Year	
		Hours	Total	3/15-12/31	Total
10100 Salary & Wages current hrly rate	22.78	104	2,369.12	0.79	1,875.55
10115 Shift Differential 2 hrs/holiday	0.40	26	10.40	0.79	8.23
10120 Holiday Worked 2 hrs/13 holidays	22.78	26	592.28	0.69	410.04
10200 FICA	0.0765		227.34		175.48
10325 Disability Ins	0.0046		13.67		10.55
10400 Workers Comp	0.0400		118.87		91.75
			<u>3,331.68</u>		<u>2,571.61</u>

3/9/2004

3/9/2004

2004 Contingency Fund
1123-86850

<u>DATE</u>	<u>DEPARTMENT</u>	<u>DEPT. NO.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>BALANCE</u>	<u>DESCRIPTION</u>
1/1/2004	Budget-Elections Personnel	1132		51,143	51,143	Original budget
1/1/2004	Budget-Help Desk Personnel	1170		50,223	50,223	Original budget
1/1/2004	Budget-Jail Nurse Personnel	1255		13,354	13,354	Original budget
3/8/2004	Corrections	1255	10100, 10115, 10120, 10200, 10325, 10400	(2,572)	10,782	Pos #599 RN (part-time) - Additional 2 hrs/week
	Total Original Budget			114,720		
	Total Remaining Budget				112,148	

3/9/2004

FY 2004
Budget Amendments/Revisions
Corrections (1255)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	3/8/2004	3528	Reimb personnel/projects	51,214		Establish budget for new full-time nurse to be reimbursed by Boone Hospital	
		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	401A Match Plan	550			
		48050	Cellular Telephones	460			
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			

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned Term. 20 04

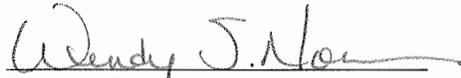
In the County Commission of said county, on the 16th day of March 20 04

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

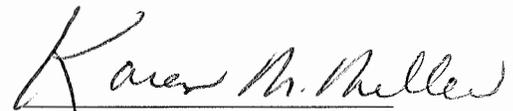
Now on this day the County Commission of the County of Boone does hereby approve the agreement between the County of Boone and City of Columbia for Public Safety Joint Communications. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

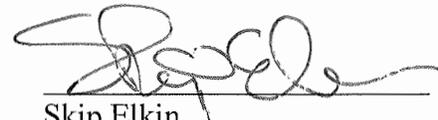
Done this 16th day of March, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of MARCH, 2004, by and between the City of Columbia, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County",

WHEREAS, the City of the Columbia/Boone County Public Safety Joint Communications has enhanced 9-1-1 capability, which is funded by a special tax collected by the County; and

WHEREAS, Joint Communications personnel, who compensation is paid for by the users of the dispatching services provided by Joint Communications, is inadequate for performing the duties necessary for adding the information supplied by citizens to the enhanced 9-1-1 system; and

WHEREAS, the County is willing to fund an additional three-quarter time position in Joint Communications to perform the enhanced 9-1-1 data entry duties; and

WHEREAS, the City, which is the employer of Joint Communications staff, is willing to continue to include the position on the staff;

NOW, THEREFORE, for and in consideration of the following covenants and agreements, City and County agree as follows:

1. City agrees to continue one staff position in the Columbia/Boone County Public Safety Joint Communications for the purpose of entering information supplied by citizens of Boone County to the enhanced 9-1-1 system and performing other duties related to the enhanced 9-1-1 system.
2. City further agrees that said staff position shall be classified as a three-quarter time Administrative Support Assistant I and shall be an employee of the City Public Safety Joint Communications.
3. County agrees to pay City the sum of Twenty-Seven Thousand, Six Hundred and Forty Dollars (\$27,640.00) to fund said position from January 1, 2004 through December 31, 2004, payable as follows:

\$6,910	payable on January 1
\$6,910	payable on April 1
\$6,910	payable on July 1
\$6,910	payable on October 1

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

CITY OF COLUMBIA, MISSOURI

By: Raymond A. Beck
Raymond A. Beck, City Manager

ATTEST:

Sheela Amin
Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann
Fred Boeckmann, City Counselor

BOONE COUNTY, MISSOURI

By: Keith Schnarre
Keith Schnarre, Presiding Commissioner

ATTEST:

Wendy Noren
Wendy Noren, County Clerk

APPROVED AS TO FORM:

John Patton
John Patton, County Attorney

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.

Jane Pitchford by KS 3/9/04
Auditor Date

2020-71110 #27,640.00

018002

Permanent Record
Filed in Clerk's Office

Introduced by Hindman

First Reading 2-2-04 Second Reading 2-16-04

Ordinance No. 018002 Council Bill No. B 52-04

AN ORDINANCE

authorizing the City Manager to execute an agreement with Boone County for JCIC clerical services; and fixing the time when this ordinance shall become effective.

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

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County for JCIC clerical services. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 16th day of February, 2004.

ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

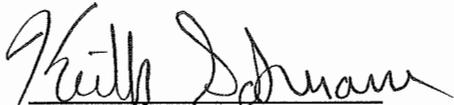
March Session of the January Adjourned Term. 20 04

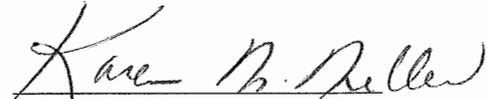
In the County Commission of said county, on the 16th day of March 20 04

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

Now on this day the County Commission of the County of Boone does hereby approve the Soil and Water Conservation Service Agreement with the Boone County Soil and Water Conservation District. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

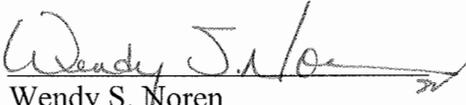
Done this 16th day of March, 2004.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

SOIL AND WATER CONSERVATION SERVICE AGREEMENT

103-2004

THIS AGREEMENT is made on the 16 day of MARCH, 2004, by and between Boone County, Missouri, a first class county and a political subdivision of the state of Missouri, by and through its County Commission, hereinafter "County", and Boone County Soil and Water Conservation District, a political subdivision of the state of Missouri, hereinafter called "District".

IN CONSIDERATION OF each party's performance of its respective obligations under this agreement, the parties agree to the following:

1. **District's Obligations** - In consideration of the County's payment for services the District agrees to provide County with the following services during calendar year 2004:

1.1 **Planning Department Services** - District agrees to review proposed developments and subdivision plats for sufficiency of erosion control and storm water runoff plans and to make written comments and recommendations pertaining to same in a form of a written report for each such submittal. Written reports shall be submitted prior to the second Thursday of each month provided County makes request for review and written report at least two weeks before the second Thursday of each month. District further agrees to provide testimony on proposed developments and subdivision plats with respect to erosion control and storm water runoff periodically when and as needed at Planning and Zoning Commission meetings and/or County Commission meetings.

1.2 **Plat Books** - District agrees to provide County (most current version available) at no additional cost, 64 Boone County Plat Books. Such plat books shall be provided to the Department of Planning and Building Inspection for distribution within County government as deemed appropriate by County.

2. **County Obligation** - County agrees to pay District a lump sum of \$15,000.00 for services under this agreement during calendar year 2004; payment shall be made in one lump sum upon invoice by District.

3. **Termination** - This agreement may be terminated by either party upon thirty days written notice for cause in the event either party materially fails to perform any term or condition of this agreement. In the event of termination, District shall refund any unearned amounts paid to District prorated through the date of termination.

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

**BOONE COUNTY SOIL AND
WATER CONSERVATION DISTRICT**

Craig J. Clark

Title Vice-Chair

**BOONE COUNTY, MISSOURI
BY: BOONE COUNTY
COMMISSION**

Keith Johnson

Presiding Commissioner

ATTEST:

Wendy J. Boone

County Clerk

APPROVED AS TO FORM:

[Signature]

County Counselor

Certification:

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

1430-8-6605 \$15,000.00

Jane Patchford by KJ 3/10/2004

Auditor

Date

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 04

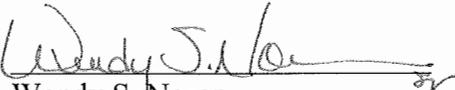
In the County Commission of said county, on the 16th day of March 20 04

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

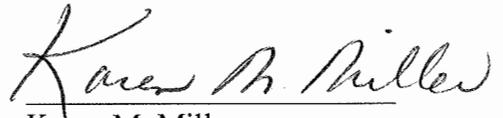
Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Thursday, March 18, 2004 immediately following the regularly scheduled Commission Meeting at 1:30 p.m. The meeting will be held in the Commission Chambers of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021(2) RSMo. to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore.

Done this 16th day of March 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