STATE OF MISSOURI	1	July Session of the July Adjourned			Term. 20	08	
County of Boone	J ea.						
In the County Commissio	n of said county, on the	1	7 th	day of	July	20	08

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

Now on this day the County Commission of the County of Boone does hereby approve the request to transfer James Perkins to Position No. 56 – Sergeant at 104% of Mid-Point.

Done this 17th day of July, 2008.

ATTEST:

Wendy S. Moren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary) BOONE COUNTY Commission Order 146-2006

<u>Description of form:</u> To request approval to transfer above "ATS" (authorized transfer salary). <u>Procedure:</u>

- 1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
- 2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
- 3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
- 4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
- 5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
- The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee	Department Sheriff's Department-Operations 125
Position Title Sergeant	Position No <u>56</u>
Proposed Starting Salary (complete one only) Annual:	% of Mid-Point
OR Hourly: 22.37	% of Mid-Point 104%
No. of employees in this job classification within your Department?_	
Justification (Describe the prospective employee's education and	
compensation level) James Perkins has been with our depart	
the Sergeant Testing process, was interviewed and was selected officers who were eligible to compete in this process. The Serg	
in a Corporal position.	cant position was open to only those Emolectment officers
If proposed salary exceeds what other employees in the same job class	ification are paid, explain how the prospective employee's
background exceeds others working in the same job classification:	
The other officer being promoted started 4/13/1999 but he had been av	
making less than any of the other employees who are of the sergeant r	<u>ank.</u>
/hat effect, if any, will this proposal have on salary relationships witl	other positions in your office and/or positions in other offices?
This should not affect any other officer. The only officers who were e	
They will be making less than the other sergeants currently employed.	
Additional comments:	
	
Administrative Authority's Signature:	Date: 7-1-08
Auditor's Certification: Funds are available within the exist	ng departmental salary and wage appropriation (#10100).
	existing departmental salary and wage appropriation (#10100);
budget revision required to provide Auditor's Signature: Knew Frederick	funding is attached. Date: 7/9/2008
Requested hourly rate is less than hourly rate for previous	employee in this position (923,81/hr, trans 6/1/2008)
Human Resource Director's Recommendations:	
The state of the s	
Kar	7 2-10
Human Resource Director's Signature:	chneite Date: 7-10-08
County Commission Approve Den Comment(s):	y
Comment(s).	
Presiding Commissioner's Signature:	Date: 7/12/07
istrict I Commissioner's Signature:	<u> </u>
District II Commissioner's Signature:	Date:
(hr/forms/Request to Transfer Above "ATS" (Authorized T	ransfer Salary) 04/20/06

STATE OF MISSOURI July Session of the July Adjourned Term. 20 08 County of Boone 17^{th} day of July 20 08

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

Now on this day the County Commission of the County of Boone does hereby approve the request to transfer Christopher Smith to Position No. 643 – Corporal at 107% of Mid-Point.

Done this 17th day of July, 2008.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skin Elkin

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary) BOONE COUNTY Commission Order 146-2006

<u>Description of form:</u> To request approval to transfer above "ATS" (authorized transfer salary). <u>Procedure:</u>

- 1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
- 2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
- 3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
- 4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
- 5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
- 6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee <u>Christopher Smith</u>	Department <u>Sheriff's Department-L.E. TAX_290</u>
Position Title <u>Corporal</u>	Position No. <u>643</u>
Proposed Starting Salary (complete one only) Annual:	% of Mid-Point
OR Hourly:20,33	
No. of employees in this job classification within your Department?_	
Justification (Describe the prospective employee's education a	
compensation level) Deputy Chris Smith has been a deputy	
applied for, completed the Corporal Testing process, was inter	viewed and was selected for the Corporal position. Deputy
Smith was one of 9 officers who competed in this process. If proposed salary exceeds what other employees in the same job cla	erification are noid, explain how the prospective employee's
background exceeds others working in the same job classification:	
two officers who are being promoted to this position. One officer st	
What effect, if any, will this proposal have on salary relationships wi	
This should not affect any other officer. Chris Smith has been with t	he department longer than the other two officers being promoted
<u>this time.</u> The selection process was completely and fairly conducted and invol	yad 0 anfaraamant afficars
The selection process was completely and fairly conducted and invol	ved 9 enforcement officers.
Additional comments:	
· · · · · · · · · · · · · · · · · · ·	
Administrative Authority's Signature:	Date: 7-1-08
Auditor's Certification: Funds are available within the exis	sting departmental salary and wage appropriation (#10100).
	existing departmental salary and wage appropriation (#10100);
budget revision required to provid Auditor's Signature: Kalen Viederick _	e funding is attached.
	Date: 7/9/2008
Will require additional budget in future years = #22	8.80+related payroll taxes & benefits (\$0.11/hr x 2080)
Human Resource Director's Recommendations:	
Kecommend approval.	
	7 1 10
Human Resource Director's Signature:	lineite Date: 7-10-08
County Commission Approve De	ny
Comment(s):	
	
Presiding Commissioner's Signature:	Date: 2/17/0
Pistrict I Commissioner's Signature:	Mille Date: 7/17/196
District II Commissioner's Signature:	Date:
(hr/forms/Request to Transfer Above "ATS" (Authorized	
Introcured the Internation of Albert	Transfer Salary) (14/70/06

STATE OF MISSOURI	1	00
County of Boone	S	ea.

July Session of the July Adjourned

Term. 20 08

In the County Commission of said county, on the

17th

day of

July

20 08

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

Now on this day the County Commission of the County of Boone does hereby approve the request to transfer Andrew Evans to Position No. 641 - Corporal at 106% of Mid-Point.

Done this 17th day of July, 2008.

ATTEST:

Wendy S. Moren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Gommissioner

Karen M. Miller

District I Commissioner

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary) BOONE COUNTY Commission Order 146-2006

<u>Description of form:</u> To request approval to transfer above "ATS" (authorized transfer salary). <u>Procedure:</u>

- 1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
- 2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
- The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
- 4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
- 5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
- 6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee <u>Andrew Evans</u>	DepartmentSheriff's Department-L.E. TAX 290 (
Position Title <u>Corporal</u>	Position No641
Proposed Starting Salary (complete one only) Annual: OR Hourly: OR Hourly: 20.17 No. of employees in this job classification within your Department? Justification (Describe the prospective employee's education a compensation level) Deputy Andy Evans has been a deputy applied for, completed the Corporal Testing process, was inter Evans was one of 9 officers who competed in this process. If proposed salary exceeds what other employees in the same job classification: One officer started 1 1/4/1997 and the other officer started 3/10/2003. more time on the department.	3 in this Corporal Range and/or work experience which supports this proposed sheriff with our department since 11/1/2004. He recently eviewed and was selected for the Corporal position. Deputy ssification are paid, explain how the prospective employee's Andy Evans has been with the department since 11/1/2004.
What effect, if any, will this proposal have on salary relationships was should not affect any other officer. Andy Evans has been with promoted at this time and his salary is a little less based on merit give. The selection process was completely and fairly conducted and involved Additional comments:	the department less time than the other two officers being en in 2006.
Administrative Authority's Signature:	Date: 7-1-08
	sting departmental salary and wage appropriation (#10100). existing departmental salary and wage appropriation (#10100); le funding is attached. Date: 7/9/2008
Requested hourly rate is less than hourly rate for pre	vious employee in this position (\$20.32/hr, trans 7/5/08)
Human Resource Director's Recommendations: Human Resource Director's Signature:	Chrott Date: 7-10-68
County Commission Approve De Comment(s):	
Presiding Commissioner's Signature: istrict I Commissioner's Signature:	Date: 7/7/08
District II Commissioner's Signature:	Date:
(hr/forms/Request to Transfer Above "ATS" (Authorized	Transfer Salary) 04/20/06

Term. 20 08

CERTIFIED COPY OF ORDER

July Session of the July Adjourned STATE OF MISSOURI **County of Boone** 17th

July 08

day of

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

In the County Commission of said county, on the

Now on this day the County Commission of the County of Boone does hereby approve the request to transfer Christopher Lester to Position No. 642 – Corporal at 106% of Mid-Point.

Done this 17th day of July, 2008.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary) BOONE COUNTY Commission Order 146-2006

<u>Description of form:</u> To request approval to transfer above "ATS" (authorized transfer salary). <u>Procedure:</u>

- 1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
- 2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
- 3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
- 4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
- 5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
- 5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee <u>Christopher Lester</u> <u>Department Sheriff's Department-L.E. TAX 29t</u>
Position Title Corporal Position No. 642
Proposed Starting Salary (complete one only) Annual: OR Hourly: 20,19 % of Mid-Point No. of employees in this job classification within your Department? Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Deputy Chris Lester has been a deputy sheriff with our department since 3/10/2003 He recently applied for, completed the Corporal Testing process, was interviewed and was selected for the Corporal position. Deputy Lester was one of 9 officers who competed in this process. If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: Chris Lester has been with the department since 3/10/2003. One officer started 11/1/04 and the other officer started 11/4/1997. Corporal Lester will be making less than the officer with more time on the department.
What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices his should not affect any other officer. Chris Lester has been with the department longer than one of the other officer being promoted at this time and less time than the other officer being promoted. Chris' salary is less than Corporal Smith, who has been here longer and more than Corporal Evans who has been here less time than Corporal Lester. The selection process was completely and fairly conducted and involved 9 enforcement officers. Additional comments: Date: 7-1-08
Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.
Auditor's Signature: Karen Frederick Date: 7/9/2008
Requested howly rate is less than howly rate for previous employee in this position (\$20,37/hr, trans 7/5/0
Human Resource Director's Recommendations:
Human Resource Director's Signatures Detty Surveite Date: 7-10-88
County Commission Approve Deny Comment(s):
Presiding Commissioner's Signature: Date: 7/17/08 Date: 7/17/08
The second secon
District II Commissioner's Signature:

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 08

County of Boone

In the County Commission of said county, on the

17th

day of

July

08 20

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

Now on this day the County Commission of the County of Boone does hereby approve the request to transfer David Alexander to Position No. 47 – Sergeant at 104% of Mid-Point.

Done this 17th day of July, 2008.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary) BOONE COUNTY Commission Order 146-2006

<u>Description of form:</u> To request approval to transfer above "ATS" (authorized transfer salary). <u>Procedure:</u>

- 1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
- 2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
- 3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
- 4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
- 5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
- 6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee <u>David Alexander</u>	Department Sheriff's Department-Operations 125
Position Title Sergeant	Position No <u>47</u>
Proposed Starting Salary (complete one only) Annual: OR Hourly: 22,32	% of Mid-Point 10 4 %
No. of employees in this job classification within your Department?	7 Operations Sergeants and 5 Corrections Sergeants.
Justification (Describe the prospective employee's education and	
compensation level) David Alexander has been with our depart	
completed the Sergeant Testing process, was interviewed and was	s selected for the Sergeant position. David Alexander
was one of 2 officers who were eligible to compete in this proces	s. The Sergeant position was open to only those officers
in a Corporal position.	
If proposed salary exceeds what other employees in the same job classif	
background exceeds others working in the same job classification: Da	
The other officer being promoted started 5/17//2000 but he had been aw	
making less than any of the other employees who are of the sergeant ran	<u>K.</u>
/hat effect, if any, will this proposal have on salary relationships with o	other positions in your office and/or positions in other offices?
This should not affect any other officer. The only officers who were eli	
They will be making less than the other sergeants currently employed.	·
Additional comments:	
Administrative Authority's Signature:	arey Date: 7-1-08
Auditor's Certification: V Funds are available within the existing	g departmental salary and wage appropriation (#10100).
	sting departmental salary and wage appropriation (#10100);
budget revision required to provide fu	anding is attached.
Auditor's Signature: Lau Frederick	Date: 7/9/2008
Requested hourly rate is less than hourly rate for previou	s employee in this position (\$23.74/hr, term 3/14/08
Human Resource Director's Recommendations: Recommend outproval	
The state of the s	
	1 + 10 50
Human Resource Director's Signature:	hneite
County Commission Deny	
Comment(s):	
	
Presiding Commissioner's Signature:	Date: 7/17/08
Vistrict I Commissioner's Signature:	hill Date: 1/17/08
District II Commissioner's Signature:	Date:
(hr/forms/Request to Transfer Above "ATS" (Authorized Tr	ansfer Salary) 04/20/06

STATE OF MISSOURI
County of Boone

July Session of the July Adjourned

Term. 20 08

In the County Commission of said county, on the

 17^{th}

day of

July

20 08

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

Now on this day the County Commission of the County of Boone does hereby approve Change Order #1 for the IV-D Tenant Space Renovations with Five Oaks Associates, LLC. It is further ordered Commissioner Karen M. Miller is hereby authorized to sign said change order.

Done this 17th day of July, 2008.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

CHANGE ORDER

Project: Boone County Rental Properties

IV-D Tenant Space Renovations

Owner: Bob Davidson

Boone County Facility Maintenance 601 E. Walnut St., Room 206

Columbia, Missouri

65201-4460

Contractor: Gary Dorr

Five Oaks Associates, LLC

709 N. Allen Centralia, Missouri

65240

Change Order Number:01

Date of Issuance: July 16, 2008 Contract Date: April 16, 2008 PWA Project Number: 200721.02

Architect: Nick Peckham

Peckham & Wright Architects, Inc.

15 South Tenth Street Columbia, Missouri

65201

The contract is changed as follows:

1. Installation of additional subber base and carpet tile in the Public Defender's Office as noted in the attached Contractor's Proposal, a response to RFP's 03 and 04.

TOTAL COMBINED COST = \$13,243.00.

Attachments:

1. Contractor's Proposal in response to RFP's 03 and 04.

The original Contract Sum was	\$160,000.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$160,000.00
The new Contract Sum including this Change Order will be	\$173,243.00
The Contract Time will be changed by	(0) days
The original Contract Completion Date was	•
The new Contract Completion Date is	

Not valid until signed by the Owner, Architect and Contractor.

ARCIII	TECT	CONTRACTOR	OWNER
	Nick Peckham Principal Architect Peckham & Wright Architects, Inc.	Gary Doss Contractor Five Oaks Associates, LLC	Boone County Gov't. Boone County Hooling Maintenance Commussion Boone County, Missouri
BY:	NUK BUUSIN	BY: Lary E. D.	er BY: Kuch Miller
DATE:	7/16/08	DATE: 7/16/08	DATE: 7/17/08



July 14, 2008

Boone County Facility Maintenance 601 E. Walnut Street, Room 206 Columbia, MO 65201

JUL 16 2008

ATTN: Bob Davidson

RE: Boone County Rental Properties IV-D TenantSpace Renovations, Columbia,

MO, Bid Number 14-03APR08

Dear Bob:

We propose to perform the work described in Proposal Requests Nos. 03 and 04 for an **add of \$13,243.00**.

Description	<u>Materials</u>	Labor	Subctt.	<u>Total</u>
Supv., Cleanup, etc	25.00	1,350.00	0.00	1,375.00
Demolition	25.00	212.00	0.00	237.00
Carpet	0.00	0.00	8,982.00	8,982.00
Vinyl Base	0.00	0.00	1,272.00	1,272.00
				_
Subtotals	50.00	1,562.00	10,254.00	11,866.00
OH and Profit				1,187.00
Bond				190.00
TOTAL ADD				\$13,243.00

Please let me know if we are approved to proceed.

Yours truly,

Gary E. Dorr, P.E.

Attachment

Mr. 1/16/08

PROPOSAL REQUEST

Boone County Rental Properties Project:

IV-D Tenant Space Renovations

PWA Proj. No: 200721.02

Owner Proj. No:

Owner: Bob Davidson

Boone County Facility Maintenance 601 E. Walnut St., Room 206

Columbia, Missouri 65201-4460

To Contractor:

Gary Dorr

Five Oaks Associates, LLC

709 N. Allen

Centralia, Missouri 65240

Proposal Request No: 03

Date of Issuance:

June 3, 2008

Eric Roselle Architect:

Peckham & Wright Architects

15 South Tenth Street Columbia, Missouri 65201

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 business days, or notify the Architect in writing of the date on which you anticipate submitting your proposal. THIS IS NOT A CHANGE ORDER, A CONSTRUC-TION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PRO-POSED MODIFICATIONS. AN OFFICIAL CHANGE ORDER WILL FOLLOW AFTER THIS REQUEST HAS BEEN RESPONDED TO.

Description:

On sheet G-002, Division 1 - 1f: Alternate No. 1 lists new carpet tile quantities for the Public Defender's office as follows:

- Carpet Tile 01 42 square yards.
- Carpet Tile 02 67 square yards.

The amount listed above is less than will be required to replace the removed carpet. Please provide a cost for installing additional carpet tile as noted, in the following amounts:

- Carpet Tile 01 76 square yards.
- Carpet Tile 02 120 square yards.

Attachments:

1. NA

Requested By:

Eric Roselle

PROPOSAL REQUEST

Boone County Rental Properties Project:

IV-D Tenant Space Renovations

200721.02

PWA Proj. No: Owner Proj. No:

Owner:

Bob Davidson

Boone County Facility Maintenance

601 E. Walnut St., Room 206 Columbia, Missouri 65201-4460

To Contractor: Gary Dorr

Five Oaks Associates, LLC

709 N. Allen

Centralia, Missouri 65240

Proposal Request No: 04

Date of Issuance: June 5, 2008

> Architect: Eric Roselle

> > Peckham & Wright Architects

15 South Tenth Street Columbia, Missouri 65201

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 business days, or notify the Architect in writing of the date on which you anticipate submitting your proposal. THIS IS NOT A CHANGE ORDER, A CONSTRUC-TION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PRO-POSED MODIFICATIONS. AN OFFICIAL CHANGE ORDER WILL FOLLOW AFTER THIS REQUEST HAS BEEN RESPONDED TO.

Description:

Alternate No. 1 did not include any new wall base. Please provide a cost for removing the existing base in the Public Defender's office in the Johnson Building and installing new (rubber) base - based on a total of 875 linear feet. The new wall base should be as listed in the specifications, Section 9f-A.:

• BASE:

- 1. Rubber: 4", top set, coved, .125" thick, satin finish, roll type.
 - (a) Product: Roppe Wall Base; Color: 193, Black-Brown.

Attachments:

1. NA

Requested By:

Eric Roselle

P.04

Marathon Commercial Flooring

1715 Paris Road, Columbia MQ,65201 Ph: 573-875-7115 / Fax 573-875-7116



Jun 30 2008

Date 8/23/2008 Bid Section Alternate 1 Bid Section **Bid Section Bld Section Bld Section Bid Section** Prepared By Larry French

Project Name Boone County Rental Properties-Alternate 1-Additional Carpet

QTY	Product Description	Unit
69.29	Carpet Tile 01-Designweave	syd
154.38	Carpet Tile 02-Durkan	Syd
2	Mohawk NuBroadlock Pressure Sensitive	ea
1	Adhesive-Patcraft	ea

Carpet installation (Note 3)

Furniture Moving

Freight

		Addendums	
11016 0	Indicated	Total	\$ 8,982.43
Note 3	Original Bid included labor to remove carpet and install amount of carpet	Sales Tax	\$
Note 2	Subject to attached "Terms & Conditions"	Sub-Total	\$ 8,982.43
	-Note-1-	Labor/Freight	\$ 2,135.00
Notes		Material	\$ 6,847.43



Marathon Commercial Flooring 1715 Parls Road, Columbia MO.85201 Ph: 573-875-7115 / Fax 573-875-7116



Date	6/23/2008		
id Section	Alternate 1		
id Section			
repared By	Larry French		

Project Name Boone County Rental Properties-Alternate 1-Cove Base

QTY	Product Description	Unit
780	Roppe 4" Pinnacle Rubber Base Color-Black Brown	Ift
10	Cove Base Adhesive	e a

780 Cove Base Installation

1 Freight

		Addendums		
	•	Total	\$	1,271.74
Note 3	Existing Cove Base to be removed by others	Sales Tax	_\$	
Note 2	Subject to attached "Terms & Conditions"	Sub-Total	\$	1,271.74
Note 1	Per Plans & Specs	Labor/Freight	5	640.00
Notes		Material	\$	631.74



STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 08

County of Boone

of Boone ea.

In the County Commission of said county, on the

 17^{th}

day of

July

o 08

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for the Fostering Court Improvement JCIP Sub-grant:

Department	Account	Department Name	Account Name	Decrease	Increase
1243	03451	Judicial Grants	State Reimbursement		\$3,000.00
1243	23050	Judicial Grants	Other Supplies		\$300.00
1243	37230	Judicial Grants	Meals/Lodging		\$300.00
1243	91300	Judicial Grants	Machinery/Equipment		\$950.00
1243	91301	Judicial Grants	Computer Hardware		\$1,450.00

Done this 17th day of July, 2008.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 08

County of Boone

In the County Commission of said county, on the

17th

day of

July

08

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

Now on this day the County Commission of the County of Boone does hereby approve the use of the Courthouse Grounds and Courtyard Square on September 21, 2008, from 4:30 p.m. through 7:00 p.m. for a presentation/rally on violence prevention.

Done this 17th day of July, 2008.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

District I Commissioner

Ken Pearson, Presiding Commissioner Karen M. Miller, District I Commissioner Skip Elkin, District II Commissioner

DATE.



Roger B. Wilson Boone County Government Center 801 East Walnut Room 245 Columbia, MO 65201-7732 573-886-4305 • FAX 573-886-4311

Commission **Boone County**

APPLICATION FOR ORGANIZATIONAL USE OF

BOONE COUNTY FACILITIES				
The undersigned organization hereby applies for a pennit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:				
Description of Use: <u>Presentation/rally on Violence Prevention</u>				
Date(s) of Use: 822208 - Sunday - 9 21 08				
Time of Use: From: 4:30 a.m. (p.m.) thru 7:00 a.m./(b.m.)				
Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm220 - Rm208 - Rm139 Centralia Office				
The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:				
 To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.) 				
Name of Organization/Person: Heather Windham				
Organization Representative/Title: YC3- Youth Community Coalition				
Address/Phone Number: 1611 TOWNE Dr. Columbia MO 65200 (523)623-				
Date of Application: 7.9.08				
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.				
ATTEST: BOONE COUNTY, MISSOURI				
Will Jan Sunt County Compissioner				

County Commissioner

From:

"Heather Windham" < hwindham@rainbowhousecolumbia.org>

To:

"Jessica Sapp" <JSapp@boonecountymo.org>

Date: Subject: 7/16/2008 10:01 AM RE: Facility Use Form

Hello Ms. Sapp:

I mailed in a Facility Use Form to reserve the court house for a Violence Prevention presentation on 8/17. However, our planning team has agreed that this day will be too hot to ensure proper attendance. Therefore, we would like to change our court house lawn reservation from 8/17 to 9/21 with the same times involved. This is still a Sunday. Do I need to resubmit the Facility Use Form? Please let me know if this is possible to change the date. Thank you very much for all your assistance!

Sincerely,

Heather Windham, LCSW YC2 Chairperson PHONE: 573-449-0182 FAX: 573-474-5992 1611 Towne Drive Columbia, MO 65202

----Original Message----

From: Jessica Sapp [mailto:JSapp@boonecountymo.org]

Sent: Wednesday, July 09, 2008 1:32 PM

To: Heather Windham Subject: Facility Use Form

Please let me know if you are unable to open the attachment. Or if you have any other questions, don't hesitate to call or email me back.

Sincerely,

Jessica Sapp Boone County Commission Secretary Roger B. Wilson Gov. Center 801 E. Walnut, Room 245 Columbia, MO 65201 (PH) 573-886-4305

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 08

County of Boone

In the County Commission of said county, on the

17th

day of

July

20 08

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the joint engagement letter with Lathrop & Gage L.C.

Done this 17th day of July, 2008.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin



DAVID A. SHORR (573) 761-5005 EMAH.: DSHORR@LATHROPGAGE.COM WVW.LATHROPGAGE.COM 314 EAST HIGH STREET JEFFERSON CITY, MISSOURI 65101 (573) 893-4336, FAX (573) 893-5398

July 9, 2008

VIA E-MAIL TRANSMISSION

The County of Boone Attention: Ken Pearson, Presiding Commissioner Boone County Government Center 801 East Walnut Street, Room 245 Columbia, MO 65201-7733

City of Columbia Attention: Steve Hunt, P.E., Environmental Services Manager PO Box 6015 Columbia, MO 65205-6015

University of Missouri –Columbia Attention: Stephen Owens General Counsel Office 227 University Hall Columbia, MO 65211-3020

Gentlemen:

We are pleased that you have requested that Lathrop & Gage L.C. (the "Firm") represent all of you in connection with the appeal of the general storm water permit issued by the Missouri Department of Natural Resources. You are sometimes referred to in this letter collectively as the "Joint Clients" and individually as a "Joint Client."

As each of you are currently clients of the Firm, this engagement is strictly for the purpose of the appeal stated above. Other engagement letters between each individual Joint Client and the Firm are not superseded and remain in full force and effect, including any waivers those representations may provide.

We submit for your approval the following provisions governing our engagement, as well as the additional provisions set forth on the enclosed "General Provisions Relating to Relationships with Clients" (the "General Provisions"). If you have any questions about any of these provisions, or if you would like to discuss possible modifications, please call me.

1. <u>Identity of Client; Scope of Representation</u>. The Firm's clients, for purposes of this representation, will be the Joint Clients, and not any of their respective elected or appointed officials or representatives, officers, employees, boards, agencies, taxpayers, residents, other affiliates, insurers, or other related parties. This means that we will not have a conflict of interest

if we represent other clients in matters in which they are adverse to parties having any of the specified relationships with any of the Joint Clients.

Your engagement of the Firm is limited to the matter described in the initial paragraph of this letter. If the scope of this engagement is to be expanded or any of you desires to engage the Firm in connection with any additional matter, it will be necessary to execute an additional engagement letter describing the expanded scope of the engagement or the additional matter, as the case may be.

2. <u>Fees and Expenses</u>. Our fees will be based on the amount of time spent by our lawyers and paralegals on behalf of the Joint Clients. Each lawyer and paralegal in the Firm has a standard hourly billing rate, and the applicable rate times the number of hours spent by each lawyer or paralegal, measured in tenths of an hour, will determine our fees. Our standard billing rates currently range from \$150 to \$490 per hour for lawyers and \$120 to \$165 per hour for paralegals.

In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses as set forth in the General Provisions.

You will be jointly and severally liable for payment when due of all of our fees for services and costs and expenses in connection with this matter. If you have any questions or concerns about any of our statements for fees and expenses, please call me promptly so that we can discuss your questions or concerns and I can respond appropriately.

- 3. <u>Billing</u>. Each Joint Client will be billed separately for the convenience of the Joint Clients. Each Joint Client shall be billed on a monthly basis the total amount of fees, costs and expenses divided by the total number of Joint Clients signatory to this engagement letter.
- 4. <u>Staffing</u>. Although I will be primarily responsible for this engagement, various portions of the work may be delegated to other members of the Firm, associate, staff, and of counsel lawyers, and paralegals, as the Firm deems appropriate in the circumstances. The current standard hourly billing rate for my time is \$320 per hour. Another attorney anticipated on this engagement is Aimee Davenport, whose rate is \$225 per hour.

5. Professional Responsibility Issues.

(a) Applicable Rules. Under the Rules of Professional Conduct, a lawyer may not represent more than one client in the same or related matters unless the lawyer reasonably believes that he or she will be able to provide competent and diligent representation to each affected client. In addition, the clients must each give informed consent, confirmed in writing, to the joint representation. To be "informed," each client's consent must be preceded by the lawyer's communication of adequate information and explanation about the material risks of and reasonably available alternatives to the joint representation. If at any time during the presentation the lawyer's belief changes or any of the clients so request, the lawyer must withdraw from the representation.

(b) Relevant Considerations. I have advised each of you of your right to obtain separate legal counsel to represent you in this matter. I also have discussed with each of you the advantages of joint representation, which in this matter are the probable savings in legal fees and expenses and the probable benefit of presenting a united front. Based on the information you have provided, we have concluded that we can represent each of you on an impartial basis. In determining whether you should consent to this joint representation, however, you should carefully consider the following:

The first matter is that of the attorney-client privilege. Although the law is not settled, it is our opinion that any information disclosed by any of the Joint Clients to us in connection with this representation will not be protected by the attorney-client privilege in a subsequent legal proceeding between the Joint Clients. If we are to represent the Joint Clients, it will only be on the express understanding that each of the Joint Clients has waived the attorney-client privilege to the extent, but only to the extent, that the privilege might otherwise require us to refrain from disclosing, in connection with any subsequent legal proceeding between the Joint Clients, information disclosed to us by either of the Joint Clients in the course of this representation. This waiver will not apply, however, in litigation in which otherwise privileged information is sought by a third party.

Moreover, we believe we cannot effectively represent the Joint Clients if information disclosed to us by one of the Joint Clients must be preserved by us in confidence from the other, and, accordingly, we will disclose to all of the Joint Clients all information we receive from any of the Joint Clients relating to our representation of the Joint Clients, regardless of any wish any of the Joint Clients may have to keep the information confidential.

Second, although at this time there does not appear to be any difference of opinion between the Joint Clients with regard to the major legal issues involved in this matter, it may well turn out, upon further consultation, that you have varying opinions with respect to one or more of such issues. It is our duty to explore each such issue with you. Should we determine that there are material differences between you on one or more of these issues that you cannot resolve on an amicable basis, or that we conclude cannot be resolved on terms compatible with the best interests of each party involved, then we must withdraw from the joint representation. We also must withdraw from the joint representation if any of you so requests. Upon withdrawal from the joint representation (for either reason) we will not be able to continue to represent any of you in this matter except, perhaps, with the consent of all of you. If we are required to withdraw, we will, if you wish, assist each of you whom we do not continue to represent in obtaining new counsel in this matter and related matters. You all would, of course, be responsible for payment of all our accrued legal fees and any outstanding expenses we have advanced on your behalf.

Third, in the event of litigation involving the interpretation of any document which we might draft in connection with this matter, we would not be able to represent any of you in that particular proceeding.

The fourth matter is that of ultimately allocating our fees, disbursements, and so forth. Unless we receive joint instructions to the contrary, we will send our bills for fees and disbursements to the Joint Clients consistent with Paragraph 3. However, to reiterate, we cannot provide advice to any of you in connection with any claim you may possess or desire to assert against the others for indemnity or reimbursement of fees and disbursements billed by us in connection with this representation.

The signatures of the Joint Clients or their respective representatives on a copy or copies of this letter will confirm the Joint Clients' consent to the Firm's joint representation of all of them in connection with the matter described in the initial paragraph of this letter.

Conflicts of Interest. The Firm represents many other clients, and some of our present and future clients may have disputes or transactions involving or with one or more of the Joint Clients during the time that we are representing the Joint Clients including, without limitation, planning, zoning, licensing, and permitting matters, including appeals relating to such matters, as well as other development, land use and real estate matters (collectively "Real Estate and Licensing Matters") and traffic matters. The Firm will, therefore, be precluded only from (i) representing, in any matter that is the same as or substantially related to any matter in connection with which we have represented or are representing the Joint Clients, any other client whose interest in that matter is directly or materially adverse to the Joint Clients' interest; or (ii) using any information relating to our representation of the Joint Clients to the disadvantage of the Joint Clients, except as permitted by applicable rules of professional conduct. Except as provided in the preceding sentence, the Firm will have the right to continue to represent or to undertake to represent existing or new clients in matters in which the interests of those clients are adverse to the interests of any of the Joint Clients, including litigation, transactional and other matters in which any of the Joint Clients is a party or is otherwise interested and specifically including, without limitation, Real Estate and Licensing Matters and traffic matters. Our acceptance of this engagement is premised on these understandings, as we have a substantial number of clients who regularly work and develop within the boundaries of the Joint Clients, and who rely upon us to represent their interests, which are at times adverse to the Joint Clients.

Without limiting the generality of the foregoing, we will have the right to represent debtors or other creditors in bankruptcy, workout and other debtor-creditor matters in which one or more of the Joint Clients are creditors, and we will have the right to represent other clients who are defendants or potentially responsible parties or are otherwise interested in federal and state Superfund and other environmental matters (including but not limited to litigation, administrative proceedings, alternative dispute resolution proceedings and private negotiations) in which one or more of the Joint Clients also are defendants or potentially responsible parties or otherwise have interests actually or potentially adverse to those of our other client.

We also will have the right to represent news media clients (of which we have several, including <u>The Kansas City Star</u>) in (a) reviewing and advising any such client, prior to publication of a story concerning the Joint Client, with respect to the possible legal consequences of publication of that story, and (b) advising any such client with respect to the Joint Clients'

obligations under applicable "sunshine" or open meetings/records laws and pursuing remedies available to enforce those laws in the event the Joint Client does not comply with the other client's requests pursuant to those laws. We will have the right even if the subject matter of the story or the other client's request for records is the same as or substantially related to any matter in connection with which we then are representing or previously have represented the Joint Client.

Parties who are adverse to one or more of the Joint Clients in matters in which we represent one or more of the Joint Clients may, from time to time, seek to retain us to represent them in unrelated matters. We will have the right to represent any such party so long as the matter in which we represent it is not substantially related to any matter in which we represent the Joint Client or Joint Clients in question and we believe that the representation of such party will not adversely affect our relationship with the Joint Client or Joint Clients in question.

The signature of an authorized representative of a Joint Client on the enclosed copy of this letter will constitute such Joint Client's consent to any and all representations permitted by the terms of this Section and waiver of any conflicts of interest inherent in any such representations. You should know that, in engagement letters with many of our other clients, we have requested similar consents in order to preserve our ability to represent the Joint Clients.

If, notwithstanding the Joint Clients' consent, the Firm concludes that it cannot or should not continue to represent the Joint Clients while also representing another client in one or more matters in which it is adverse to one or more of the Joint Clients or any of their respective affiliates, insureds or insurers, the Firm will have the right to withdraw immediately from its representation of the Joint Clients. The Joint Clients acknowledge that the Firm's withdrawal in such circumstances will not breach any duty of loyalty or other duty of the Firm to the Joint Clients. If the Firm exercises its right to withdraw, the Joint Clients immediately will become "former clients" of the Firm for purposes of applicable rules of professional conduct.

* * *

The Firm is organized as a limited liability company under the Missouri Limited Liability Company Act. Under applicable rules of professional conduct, members of the Firm have the same ethical responsibilities as do partners in a law partnership with respect to conformance by themselves and other lawyers in the Firm with their professional and ethical obligations under those Rules. However, unlike the partners in a partnership, the members of a limited liability company do not have individual civil liability, solely by reason of their status as members, for the debts, obligations or liabilities of the limited liability company, whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member, agent, or employee of the limited liability company.

If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please indicate your acceptance by executing the enclosed copy of this letter in the space provided below and returning it to our office.

We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,

By:
David A. Shorr

DAS:jf Enclosures

We agree to and accept the terms and conditions set forth in the foregoing letter and the enclosed General Provisions.

LATHROP & GAGE L.C. GENERAL PROVISIONS RELATING TO RELATIONSHIPS WITH CLIENTS

The following provisions will apply to the relationship between Lathrop & Gage L.C. (the "Firm") and each of our clients, except as modified by the engagement letter or other agreement between a particular client and the Firm and except that these provisions do not apply to the representation of clients in estate planning matters, which is governed entirely by the engagement letter between the client and the Firm:

- 1. Fees. Our fees for services will be based on our standard hourly billing rates in effect from time to time. Our standard hourly billing rates are subject to adjustment by us from time to time. Adjustments will ordinarily be made annually. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with the client or its personnel, other counsel, witnesses, consultants, court personnel and others; conferences among our legal and support staff personnel; review of files and other factual investigation; legal research; responding to clients' requests for us to provide information to their auditors; drafting and review of letters, pleadings, briefs, memoranda and other documents; travel time; time in court, including waiting time; and time in depositions and other discovery procedures.
- 2. Costs and Expenses. In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses incurred in performing our services, including, but not limited to, photocopying, messenger and delivery service, computerized research, outside research and document retrieval services, travel (including mileage, parking, airfare, lodging, meals and ground transportation), long-distance telephone, faxes, clerical overtime, court costs and filing fees. Unless special arrangements are made at the outset, we will have the right to have other third parties (such as experts, investigators, witnesses, consultants and court reporters) bill the client directly for their fees and expenses.
- 3. Estimates of Fees and Expenses. Although we may from time to time, for a client's convenience, furnish estimates of fees or expenses that we anticipate will be incurred, these estimates are subject to unforeseen circumstances and are by their nature inexact. As a result, the actual fees and expenses most likely will be more or less than our estimate. No fee estimate should be deemed or construed to establish a fixed, maximum or minimum fee, and we will not otherwise be bound by any estimates, unless expressly otherwise provided by agreement with a particular client.
- 4. Billing and Payment. Fees and expenses will be billed monthly and are payable within thirty (30) days of the date of our statement. We reserve the right to postpone or defer providing additional services or to discontinue our representation if billed amounts are not paid when due.
- 5. Outcome and Contingency. We endeavor to serve our clients in a professional manner and to the best of our abilities, but we cannot guarantee the outcome of any given matter or predict with certainty the consequences of any given action or

inaction. Any opinions expressed by us concerning any such outcome or consequences are only expressions of our professional judgment and are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. Unless specifically provided in the engagement letter, payment for our services is not contingent upon the outcome of any matter.

- 6. Insurance Coverage. A client may have insurance policies relating to a matter with respect to which the client requests our assistance. It is the client's responsibility to carefully check all policies and, if coverage may be available, notify the insurance company as soon as possible. We will be glad to assist in this regard upon request; however, we do not undertake any responsibility to advise the client as to the existence, applicability or availability of insurance coverage for any of the matters to be handled by us unless we have been provided copies of the relevant policies of insurance and expressly requested to advise the client as to potential coverage under such policies.
- 7. Termination by Client. A client has the right at any time to terminate our services and representation upon written notice to the Firm.
- 8. Withdrawal by the Firm. We reserve the right to withdraw from our representation of a client as permitted or required by applicable rules of professional conduct.
- 9. Retention of Files. Generally, we retain the files relating to a given matter for five (5) years after completion or termination of representation. A file may be destroyed at any time after such five-year retention period unless the client has made other arrangements with the Firm.
- 10. Completion of Services. Upon completion of our services with respect to a given matter, we will have no further obligation to advise the client with respect to subsequent changes in the law or facts relevant to such matter, and the attorney-client relationship will terminate unless the client has requested, and we have agreed to provide, advice or representation with respect to one or more other matters which then are pending. In the event our attorney-client relationship with a client terminates and the client subsequently requests, and we agree to provide, additional advice or representation with respect to any matter (including any matter with respect to which we had previously been engaged by the client), the attorney-client relationship will be revived and will be subject to these General Provisions as amended at the time of such revival and as modified by any prior or contemporaneous agreement between the client and the Firm.

LATHROP & GAGE L.C.

STATE OF MISSOURI	1	July Session of the July Adjourned			Term. 20	08
County of Boone	d ea.					
In the County Commission	on of said county, on the	17^{th}	day of	July	20	80

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

Now on this day the County Commission of the County of Boone does hereby confirm that the IRS mileage rate in effect on January 1, 2008, will be used throughout the entire calendar year, regardless of subsequent rate changes announced by the IRS.

Done this 17th day of July, 2008.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin