

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the August Adjourned

Term. 20 03

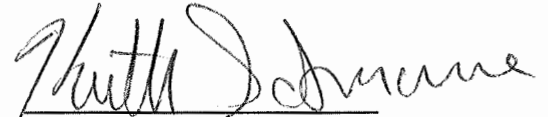
In the County Commission of said county, on the

26th day of August 20 03

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

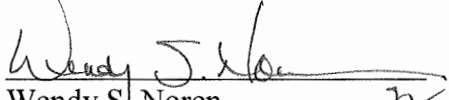
Now on this day the County Commission of the County of Boone does hereby award bid 53-04AUG03 for the Dee Woods Right of Way Restoration project to C.L. Richardson Construction Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 26th day of August, 2003.

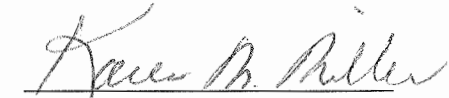


Keith Schnarre
 Presiding Commissioner

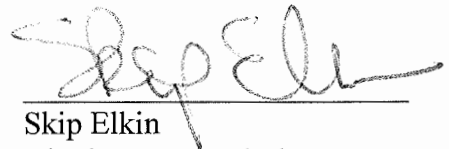
ATTEST:



Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



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

407-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 53-04AUG03 – Dee Woods Right of Way Restoration Project
DATE: August 18, 2003

Attached is a memo from the Public Works department with their recommendation for award for the Dee Woods Project. We only received one response for this request and recommend award to C.L. Richardson Construction Company for the bid with the exceptions of the Alternate Bid, pipe sections and the mailbox relocation. Total contract is for \$55,040.90 to be paid from organization 2045 account 71100. This project was not anticipated in the 2003 budget, but the department has identified savings from other projects to cover the cost.

The bid tabulation is attached.

Bid Tabulation

53-04A 3 - Dee Woods Right Of Way Restoration Project

**CL Richardson Const.
Co.**

5.1.	Description of Work	Unit of Measure	Units	Unit Price	Cost
	Mobilization	LS	1	1500.00	\$ 1,500.00
	Add fill dirt as needed to fill in channel, eroded areas and bring up level to edge of roadway, Lime, fertilize, seed & place erosion fabric centered on flow line. Mulch remaining areas.	SY	2672.5	4.00	\$ 10,690.00
	Alternate Bid- Add fill dirt as need to fill in channel, eroded areas and bring up level to edge of roadway. Lime, fertilize, seed, & place erosion fabric centered on flow line, Mulch remaining areas.	SY	1593.1	4.00	\$ 6,372.40
	Prepare for over seeding in majority of area. Add top soil to all eroded areas & bring up level with edge of roadway. Will require minor re-grading. Lime, fertilize, seed & mulch.	SY	3812.6	3.50	\$ 13,344.10
	Add fill dirt to channel. Add dirt to channel. Add top soil to areas on slopes & Bring up level to edge of roadway. Lime, fertilize, seed & Place erosion fabric centered on flow line. Mulch remaining areas.	SY	3116.4	4.00	\$ 12,465.60
	Re-grade. Add Dirt to channel. Add top soil to areas on slopes & bring up level to edge of roadway. Lime, fertilize, seed, & place erosion fabric centered on flow line	SY	1913.5	4.00	\$ 7,654.00
	Add fill dirt width of fabric x 3" depth. Lime, fertilize, seed & place erosion fabric along edge of roadway.	SY	172.3	4.00	\$ 689.20
	Type 1 Rock Blanket Placement	CY	182	30.00	\$ 5,460.00
	Recover Rock Blanket, Place & Grout	LS	1	2200.00	\$ 2,200.00
	Placement of Grout on Rock Blanket	SY	39	22.00	\$ 858.00
	Placement of Additional Erosion Control Fabric	SY	36	5.00	\$ 180.00
	15" CMP Installation w/ 3:1 miter included	LF	4	160.00	\$ 640.00
	18" CMP Installation w/ 3:1 miter included	LF	6	125.00	\$ 750.00
	21" CMP installation w/ 3:1 miter included	LF	12	90.00	\$ 1,080.00
	Mailbox Relocation	LS	1	350.00	\$ 350.00
	Total				\$ 64,233.30
	Statement of Qualifications				Yes
	Anti-Collusion Statement				Yes
	Signature & Identity of Bidder				Yes
	Bidder's Acknowledgement				Yes
	Bid Bond				Yes

Boone County Public Works

David W. Mink, P.E.

Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (223)
FAX (573) 875-1602
EMAIL: dmink@boonecountymo.org

Date: August 13, 2003
To: County Commission
From: David Mink *DWM*
Subject: Dee Woods Right-of-Way Restoration Project


The Public Works Department recommends awarding the contract to C.L. Richardson in the amount of \$55,040.90. The total bid was for \$64,233.30 but we are recommending exclusion of the pipe sections, the mailbox relocation, and the alternate bid. The recommended contract award is the best scenario for on time completion of this project. The Department has estimated material, equipment, and labor costs to determine the reasonableness of this bid. Material costs alone have been estimated at \$20,000 leaving approximately \$35,000 for labor and equipment which has been determined to be reasonable.

This project was not anticipated in the 2003 budget. The Department has determined that the cost of this project can be covered by savings from other budgeted projects. A tabulation of the savings is included in the attached memo from David Nichols.

Thank you for your consideration of this recommendation.



Boone County Public Works Memorandum

Date: August 12, 2003
To: David Mink
From: David Nichols 
Subject: 2003 Project Savings

The following projects are either under construction or will have potential savings from the amount budgeted for them:

<u>Project</u>	<u>Budget</u>	<u>Bid Amount or Adjustment</u>	<u>Savings</u>
Olden Rd Box	\$ 60,000	\$ 42,912	\$ 17,088
New Salem Box	\$ 50,000	\$ 38,048	\$ 11,952
Richland FRP	\$ 65,000	\$ 40,000*	\$ 25,000
Minor Hill Paving	\$ 215,000	\$ 211,586**	\$ 3,414
Oakland Church Paving	\$ 125,000	\$ 112,000**	<u>\$ 13,000</u>
		TOTAL	\$ 70,454

* Money paid to Callaway County for Durk Road Bridge, MoDOT determined Richland Road Bridge did not need FRP to remove load restriction.

** Estimates as of 8-12-03 to pave in place both roads, estimate based upon bid prices, actual expense will be determined after projects are complete.

8/18/03

DATE

2180 *mu*

VENDOR NO.

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

RECEIVED
AUG 19 2003

C. L. Richardson Construction

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

4072003

BID DOCUMENTATION

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

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

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

#53-04AUG03 *mu*

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department # 2045

Bill To Department # 2045

Department				Account				Item Description	Qty	Unit Price	Amount
0	4	5		7	1	1	0 0	Dee Woods Restoration	1	55040.90	55040.90

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

David M...
Requesting Official

se
Auditor Approval

CONTRACT AGREEMENT

407-2003

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and C.L. Richardson Construction Co., Inc. (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 53-04AUG03
Dee Woods Right of Way Restoration Project
PROJECT NO. 9764
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes all line items with the exception of the Alternate Bid, all Pipe sections and the Mailbox Relocation on the *Bid Form* for the amount of \$55,040.90.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidder's Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit - Prevailing Wage
18. State Prevailing Wage Rates
19. Boone County Standard Terms and Conditions
20. All applicable addenda
21. Construction Plans

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri

Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

Fifty-five thousand Forty dollars and ninety cents (\$55,040.90)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 26 AUGUST 2003 at Columbia, Missouri.

(Date)

OWNER, BOONE COUNTY, MISSOURI

By: Keith Schnarre
Keith Schnarre, Presiding Commissioner

ATTEST:

CONTRACTOR: C.L. RICHARDSON CONSTRUCTION CO., INC.

Wendy S. Noren
Wendy Noren, County Clerk *W*

By: C.L. Richardson
Authorized Representative Signature

By: C.L. Richardson
Authorized Representative Printed Name

Title: President

Approved as to Legal Form:

John Patton
Boone County Counselor

AUDITOR CERTIFICATION

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

2045-71100 - \$55,040.90

Jane C. Pitchford
Signature *ayse*

8/19/03
Date

Appropriation Account

NOTICE TO PROCEED

DATE: September 9, 2003

TO: C.L. Richardson

ADDRESS: 15475 Highway 63 South
Ashland, MO 65010

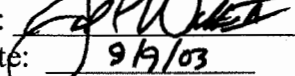
PROJECT: Bid Number 53 – 04 AUG 03
Dee Woods Right of Way Restoration Project

You are hereby notified that the Contract Time under the above contract will commence on **September 15, 2003**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **30** working days.

All inspections for this project should be called in to the Design & Construction office at 449-8515. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: 
Date: 9/9/03

John P. Watkins II
Project Development Manager

cc. County Clerk
Purchasing
Director
R.O.W. Department
Inspection Department
Project File

407-2003

Boone County Public Works

John P. Watkins II
Project Development Manager
Design and Construction Division



5551 Highway 63 South
Columbia MO 65201
(573)-449-8515
FAX (573)-875-1602
jwatkins@boonecountymo.org

PROJECT EXEMPTION CERTIFICATION FOR EXEMPT ENTITY CONSTRUCTION

Name Of Exempt Entity: County of Boone
Address: 601 E. Walnut, 2nd Floor
City/State/Zip: Columbia, Missouri 65201

Tax Identification Number: 12464848

Project Identification Number: 9764

Project Bid Number: 53 - 04 AUG 03

Project Location And Description Of Project:
Restoration of Right of Way for Dee Woods Road.

Contractor: C.L. Richardson Construction
Contract Date: September, 2003
Estimated Completion Date: October 2003
Certificate Expiration Date: October 10, 2003

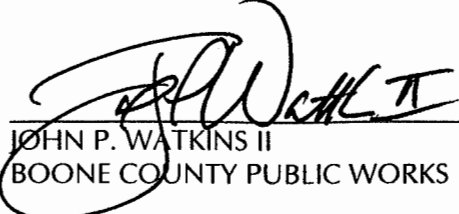
Contractors are required to provide a copy of the project exemption certificate with the exempt entity's exemption letter.

This project exemption certificate does not allow contractors to purchase machinery, equipment or tools, used in fulfilling this contract, tax exempt.

Suppliers accepting this project exemption certificate are required to render to the contractor invoices bearing the name of the exempt entity and the project identification number.

An exempt entity that fails to revise the expiration date on this certificate as necessary to complete any work required by the contract will be liable for any sales tax determined due as a result of an audit of the contractor.

SIGNATURE OF AUTHORIZED AGENT:



JOHN P. WATKINS II
BOONE COUNTY PUBLIC WORKS

9/9/03
DATE

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

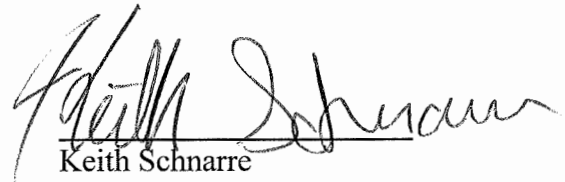
August Session of the August Adjourned Term. 20 03

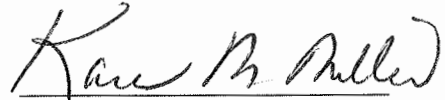
In the County Commission of said county, on the 26th day of August 20 03


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

Now on this day the County Commission of the County of Boone does hereby approve the City of Columbia Cooperative Contract 186/2003 for Automatic External Defibrulators.. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

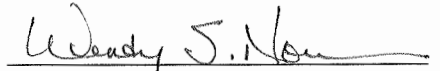
Done this 26th day of August, 2003.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Marlene Ridgway
Buyer



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

408-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway
RE: 186/2003 – City of Columbia Cooperative Contract for AEDs
DATE: July 29, 2003

Per the recommendation of the Safety Committee, we are requesting approval to use the City of Columbia's cooperative contract for Automatic External Defibrillators. The purchase is for 6 Heart Start Onsite units and 6 alarmed cabinets. Total amount of contract is \$9,900.00 to be paid from organization 1191 account 91100.

7/17/03

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

RECEIVED
JUL 24 2003

DATE
New

Sara Med

518-743-0183

VENDOR NO.

VENDOR NAME

PHONE #

42 South Street
ADDRESS

Glenns Falls
CITY

NY 12801
STATE ZIP

408-2003

BID DOCUMENTATION

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

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

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

#186/2003

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department #

Bill To Department #

Department	Account	Item Description	Qty	Unit Price	Amount
1191	91100	HeartStart Onsite AEDs <i>defib</i>	6	1450	8700.00
1191	91100	Alarmed Cabinets <i>new</i>	6	200	1200.00
		TOTAL			9900.00
CLERK'S OFFICE					
*DO NOT UNSTAPLE THESE PAGES					
*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.					

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

Carol Wilson
Requesting Official

[Signature]
Auditor Approval

**PURCHASE AGREEMENT
FOR
PHILIPS AED**

THIS AGREEMENT dated the 26 day of AUGUST 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Sara Med, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement For Philips AED in compliance with all bid specifications and any addendum issued for the City of Columbia Contract 186/2003. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the City of Columbia Contract 186/2003 shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with six (6) Heartstart OnSite units and six alarmed cabinets per the bid specifications. Total contract price including delivery is \$9,900.00.

3. **Delivery** - Vendor agrees to deliver equipment to the Boone County Clerks Office located at 801 E. Walnut, Room 236, Columbia, MO 65201 within 30 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Clerk's Office and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

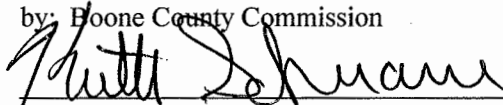
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

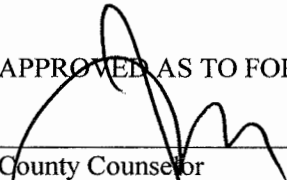
SARA MED

BOONE COUNTY, MISSOURI

by _____
title _____

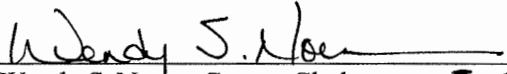
by: Boone County Commission

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:




County Counselor

ATTEST:



Wendy S. Noren, County Clerk

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


Signature _____ Date 7/28/03 Appropriation Account 1191-91100 - #9900 -

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 26th day of August 20 03
 the following, among other proceedings, were had, viz:

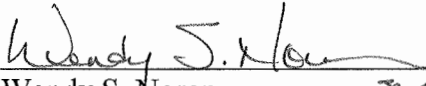
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
2540-91210: Sheriff Civil Charges Fund – Leasehold Improvements	\$36,900.00

Said budget amendment is to establish a budget for the construction of the Southern Boone County Sub-station for the Sheriff's Department.

Done this 26th day of August, 2003.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

RECEIVED

AUG 12 2003
1ST 8/14 2ND 8/26

8-11-03

EFFECTIVE DATE

FOR AUDITORS USE

409-2003

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
2	5	4	0	9	1	2	1	0	Sheriff Civil Charges Fund	Leasehold Improvements		36,900.00

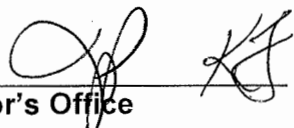
Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact he remainder of this year and subsequent years. (Use attachment if necessary): To establish a budget for construction of the Southern Boone County Sub-Station.



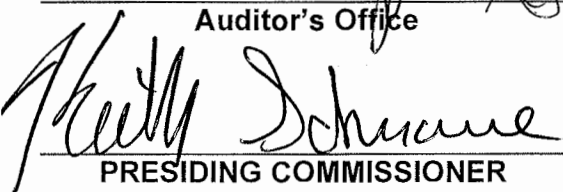
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:



Auditor's Office



PRESIDING COMMISSIONER



DISTRICT I COMMISSIONER



DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.

- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

Fund 254: Sheriff Civil Charges Fund
Solvency Analysis
Prepared by Auditor's Office
8-12-2003

Fund Balance 1-1-2003 (Account 2913) 29,626.78

Plus: Actual Revenues 2003
 Charges for Services 50,140.78
 Interest (140.78)
 50,000.00

Less: Budgeted Expenditures 2003

	<u>Current Budget</u>	<u>Budget Revision/ Amendment</u>	<u>Total</u>		<u>Actual YTD Expenditures + Encumbrances</u>	<u>Remaining Budget</u>
Class 1	0.00	0.00	0.00		0.00	0.00
Class 2	2,475.00	0.00	2,475.00		1,475.90	999.10
Class 3	0.00	0.00	0.00		0.00	0.00
Class 4	0.00	0.00	0.00		0.00	0.00
Class 5	0.00	0.00	0.00		0.00	0.00
Class 6	0.00	0.00	0.00		0.00	0.00
Class 7	0.00	0.00	0.00		0.00	0.00
Class 8	0.00	0.00	0.00		0.00	0.00
Class 9	17,963.00	36,900.00	54,863.00		5,695.00	49,168.00
	<u>20,438.00</u>	<u>36,900.00</u>		(57,338.00)	<u>7,170.90</u>	<u>50,167.10</u>

Anticipated Fund Balance 12-31-2003 22,288.78

2003 CLASS 9

Dept-Account	Description	Original Budget Amount	Budget Revision Date	Budget Revision Amount	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
Sheriff Civil Charges										
2540-91210	Budget Amendment		8-12-2003	36,900	36,900					36,900
2540-91210	leasehold improvements (substation at SoBoCo Fire Protection District)					8-12-2003	36,900			(36,900)
	Total	<u>0</u>		<u>36,900</u>	<u>36,900</u>		<u>36,900</u>		<u>0</u>	<u>0</u>
2540-91300	Budget Amendment		6-26-2003	4,443	4,443					4,443
2540-91300	metal detector - (1)					6-26-2003	4,443			(4,443)
2540-91300	Budget Amendment		7-9-2003	7,825	7,825					7,825
2540-91300	digital video surveillance system for jail					7-16-2003	7,825			(7,825)
	Total	<u>0</u>		<u>12,268</u>	<u>12,268</u>		<u>12,268</u>		<u>0</u>	<u>0</u>
2540-91301	Budget Amendment		2-14-2003	1,150	1,150					1,150
2540-91301	duplex digital multiplexer - (1)							4-21-2003	1,175	(1,175)
2540-91301	Budget Revision moving funds from 2540-23850		4-22-2003	25	25					25
	Total	<u>0</u>		<u>1,175</u>	<u>1,175</u>		<u>0</u>		<u>1,175</u>	<u>0</u>
2540-92300	Budget Amendment		2-14-2003	350	350					350
2540-92300	power car washer - (1)							4-22-2003	350	(350)
	Total	<u>0</u>		<u>350</u>	<u>350</u>		<u>0</u>		<u>350</u>	<u>0</u>
2540-92301	Budget Amendment		2-14-2003	4,170	4,170					4,170
2540-92301	monitor - flat panel - (2)							5-6-2003	4,170	(4,170)
	Total	<u>0</u>		<u>4,170</u>	<u>4,170</u>		<u>0</u>		<u>4,170</u>	<u>0</u>
	Total Sheriff Civil Charges	<u>0</u>		<u>54,863</u>	<u>54,863</u>		<u>49,168</u>		<u>5,695</u>	<u>0</u>

8/12/2003

FY 2003
Budget Amendments/Revisions
Sheriff Civil Charges (2540)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	2/4/2003	23001	Printing	500		Establish expenditure budget	
		23850	Minor Equipment & Tools	2,000			
		91301	Computer Hardware	1,150			
		92300	Replace Machinery & Equip	350			
		92301	Replace Computer Hardware	4,170			
2	4/22/2003	23850	Minor Equipment & Tools		25	Cover class 9	
		91301	Computer Hardware	25			
3	6/26/2003	91300	Machinery & Equipment	4,443		Purchase metal detector for the jail	
4	7/9/2003	91300	Machinery & Equipment	7,825		Purchase digital video surveillance system for the jail	
5	8/12/2003	91210	Leasehold Improvements	36,900		Substation lease agreement	

RECEIVED
AUG 12 2003

8-11-03

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

DATE

Southern Boone County Fire Protection District

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

COPY

STATE ZIP

BID DOCUMENTATION

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

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

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

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department # 2540

Bill To Department # Sheriff Civil Charges Fund

Department				Account					Item Description	Qty	Unit Price	Amount
2	5	4	0	9	1	2	1	0	Leasehold Improvements			36900.00

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


Requesting Official


Auditor Approval

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 26th day of August 20 03

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

Now on this day the County Commission of the County of Boone does hereby approve the Boone County Sheriff's Department Substation Lease Agreement with the Southern Boone County Fire Protection District. Said Lease Agreement shall be recorded in the Boone County Recorder of Deeds Office. It is further ordered that the Presiding Commissioner be hereby authorized to sign said lease agreement.

Done this 26th day of August, 2003.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner



410

Recorded in Boone County, Missouri
Date and Time: 12/23/2003 at 12:58:36 PM
Instrument #: 2003050198 Book:02415 Page:0005
Grantor: SOUTHERN BOONE COUNTY FIRE PROTECTI...
Grantee: BOONE COUNTY SHERIFF'S DEPARTMENT

Instrument Type: LEAS
Recording Fee: \$39.00
No. of Pages: 6

Bettie Johnson
Bettie Johnson, Recorder of Deeds



Boone County Sheriff's Department Substation Lease Agreement

This lease agreement, dated the 26 day of AUGUST, 2003, is made by and between the Southern Boone County Fire Protection District, a political subdivision of the State of Missouri (grantor for recording purposes and referred to herein as "Landlord") and Boone County, Missouri, a first class county, through its County Commission, 801 E. Walnut, Rm 245, Columbia, MO 65201, for the use and benefit of the Boone County Sheriff's Department (grantee for recording purposes and referred to herein as "Tenant").

In consideration of Landlord's and Tenant's performance of their obligations hereunder, Landlord and Tenant covenant and agree as follows:

1. **Lease Agreement** – Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, land and building to be constructed at the expense of Tenant in approximate dimensions of 28 feet 12 feet, together with necessary rights of ingress and egress, parking and reasonable rights of use, to be located on property owned by Landlord on Zumwalt Road, as more in particularly described as follows:

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 3, Township 45 North, Range 12 West of the Fifth Principal Meridian in Boone County, Missouri, described as follows:

Starting at U.S. Highway 63 centerline median station 914+00 = side road connector centerline station 10+64.27, (incorrectly shown as side road connector centerline station 11+06.27 on the plans for Job Number 249 B); thence in a direct line to side road connector station 11+06.27; thence in a direct line to side road connector PC station 13+40.14; thence along a 240.00-foot radius curve to the right a distance of 114.86 feet to side road connector station 14+55.00; thence in a direct line to a point 55.00 feet left of side road connector centerline station 14+55.00 and the Point of Beginning; thence in a direct line to a point 40 feet left of Old Highway 63 centerline station 231+94.14 as said Old Highway 63 is described within the Quit Claim Deed attached to the CERTIFIED COPY OF ORDER, being Boone County Commission Order No. 284-2000, recorded in Book 1637, Page 346 of the Records of said County; thence in a direct line to a point 40 feet left of Old Highway 63 centerline PC station 238+45; thence continuing on preceding course to its intersection with the West Right of way line for U.S. Highway 63 at a point 142 feet right of the U.S. Highway 63 centerline median; thence along said

West Right of Way line to a point 142 feet right of U.S. Highway 63 centerline median station 915+40; thence in a direct line to a point 55 feet left of side road connector centerline station 12+50; thence in a direct line to a point 55 feet left of side road connector PC station 13+40.14; thence along a 295 foot-radius curve to the right a distance of 141.18 feet to the Point of Beginning and containing 2.65 acres, more or less.

2. **Term** – The initial term of this lease is 25 years commencing on the first day of the month closest to date of Tenant’s occupancy, but no earlier than January 1, 2004, and expiring on the 25th anniversary of the commencement date; thereafter, this lease shall automatically renew for an additional 25 year renewal term unless this lease is sooner terminated as provided herein. Upon termination of the initial term of this lease or any renewal term, ownership to all improvements on all land shall remain with Landlord without payment of additional consideration.
3. **Rent** – Tenant shall pay no rent during the term of this lease or renewal term, it is being understood and agreed that Tenant’s payment for the construction of improvements described below on the leasehold premises is full and adequate consideration in lieu of rent.
4. **Construction of Improvements** – Prior to the commencement date of this lease, Landlord agrees to construct the building improvements to be located on the leased premises, as shown by plans and specifications approved by Landlord and Tenant, with the actual cost of such improvements, including design professional fees and expenses, as well as miscellaneous owner project costs, not to exceed thirty-six thousand, nine hundred dollars (\$36,900.00) unless a higher amount is approved by Tenant, and to be paid by Tenant in progress payments, or in a lump sum at the completion of construction and acceptance thereof by the parties, either within 30 days of invoice by Landlord to Tenant. The construction of improvements and occupancy thereof by Tenant and Tenant’s reimbursement of Landlord for construction costs shall be a condition precedent to the fulfillment by Landlord and Tenant of their further obligations hereunder. All building improvements shall be constructed in accordance with applicable codes and regulations with good quality materials and workmanship to the reasonable satisfaction of Landlord and Tenant. Thereafter, the building improvements shall be used by the Tenant solely for the purpose of maintaining and operating a law enforcement substation in conjunction with operation of a Sheriff’s Department and for no other purpose without written the consent of the Landlord, which consent will not be unreasonably withheld.
5. **Maintenance and Repair** – The Landlord at its own expense shall be obligated to maintain and repair the exterior of the building improvements, and parking area and grounds during the term of this lease and any renewal term. The Tenant at its own expense shall be obligated to maintain and repair the interior of the building improvements for the term of this lease and any renewal term. In fulfilling their maintenance obligations hereunder, both Landlord and Tenant agree to keep building, grounds, parking areas, and other improvements in a reasonable state of repair given the purposes for which they are constructed and used.
6. **Operational Expenses** –The Landlord shall provide natural gas, electric, water, sanitary sewer service, solid waste disposal, and other utilities to the same extent that such utilities are made available to and used by Landlord in conjunction with its fire department facilities, except as otherwise specified in this lease or otherwise agreed upon in writing. Tenant agrees to reimburse Landlord monthly, or upon such other periodic basis as the

parties mutually agree upon in writing, for its equitable proportionate share of utility expense and the Tenant's share of such expenses shall be calculated by any reasonable method deemed mutually agreeable by parties. In the absence of an agreement, the Tenant shall pay a fractional share of these expenses with the numerator being the gross square footage occupied by the Tenant and the denominator being the gross square footage occupied by both Landlord and Tenant. The Tenant agrees to provide and pay for at its own janitorial, telephone, telecommunications, and other operational expenses incurred in connection with the operation of the substation not shared with Landlord.

7. **Insurance** – Landlord agrees to maintain one or more policies of fire, casualty, and extended coverage insurance on the leased premises in conjunction with its insurance of its other facilities on the property. Landlord agrees to name Tenant as an additional name insured, as its interest may appear. Subject to Tenant's advance approval, any identifiable additional costs for insuring Tenant's building shall be reimbursed by Tenant upon invoice by Landlord. Tenant shall maintain its own insurance at its own expense on furnishings, equipment, contents and such other coverage its deems appropriate. Tenant shall maintain its own general liability insurance, broad form, in aggregate amount per occurrence of two million dollars, with Landlord made an additional named insured for any claims made in connection with the premises. All insurance provided for under this lease shall be under valid and enforceable policies issued by insurers of recognized responsibility and reasonably acceptable to both Landlord and Tenant. Any loss paid to Landlord or Tenant under any extended coverage insurance policy relating to the leased premises operated and maintained by Tenant shall be applied to the costs of restoring, repairing, replacing or rebuilding the leased premises unless otherwise agreed to in writing.
8. **Payment of Taxes, Assessments, Etc.** – Both parties acknowledge Landlord and Tenant as political subdivisions of the state of Missouri are exempt from all forms of taxation. Nonetheless, in the event any tax or other assessment is lawfully imposed or assessed against Tenant or property which is a part of the leased premises, Tenant shall pay any such taxes and assessments, if any, which are assessed or levied on land or improvements thereon which are necessary in Landlord's judgment to preserve and protect Landlord's title in or Tenant's right of possession to the leased premises. Should any real estate taxes or assessments be made against the leased improvements, the Tenant shall pay all such items on a timely basis before any fine, penalty, interest or cost may be assessed for nonpayment thereof. The Tenant shall have the right to contest the amount or validity of the imposition of any such tax or assessment by appropriate proceedings.
9. **Assignment and Subletting** – This lease may not be assigned nor any of the leased premises be subleased without the consent of the Landlord, which consent will not be reasonably withheld if such assignment or sublease shall be to another governmental agency for the purposes authorized by this lease. Further, Tenant shall not have the right to mortgage this lease and the leasehold interest it creates without the prior consent of Landlord.
10. **Defaults and Termination For Cause** – In the event a default as defined below shall have occurred and shall not have been remedied or cured as provided for herein, or in the event the leased premises ceases to be used for 180 days or more for purposes than other those described or authorized hereunder, then the non-defaulting party, as the case may be, shall give the defaulting party a notice of the exercise of an election to terminate this

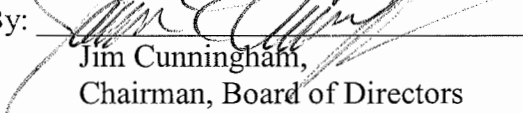
lease for cause at the expiration of 30 days from the date of service of such notice. If that notice is given to Tenant and 30 days expires, the term of this lease and all right, title and interest of Tenant under it shall expire as fully and completely as if that were the date specifically fixed for expiration of the term of this lease, and the Tenant shall surrender the premises to the Landlord. If that notice is given to Landlord and 30 days expires, the term of this lease shall expire as if Landlord had terminated this lease without cause and Landlord shall pay Tenant for the cost of improvements calculated as described in paragraph eleven (11) below, and the Tenant shall surrender the premises to the Landlord. An event of default shall exist if either party defaults in the performance of any material covenant or agreement on its part to be performed under this lease, and such default continues for a period of 45 days after written notice thereof, specifying such default and remedy for default; provided, however, in the case of default which cannot with reasonable promptness be remedied within a period of 45 days, if the defaulting party shall commence to remedy default within such period of 45 days and thereafter shall prosecute the remedy of such default with all reasonable diligence, the period of time after giving such notice in which to remedy the default shall be extended for such period as may be necessary to remedy the same with all reasonable diligence.

11. **Termination of Lease Without Cause** – Tenant may voluntarily terminate this lease and any renewal term without cause by giving the Landlord at least 180 days advance written notice of its intent to terminate and the reasons for termination; in such event, this lease and any remaining renewal hereof shall terminate on the date indicated by the notice of termination and Tenant shall thereafter have no interest in the premises. Landlord may also voluntarily terminate this lease and any renewal term without cause on part of the Tenant if Landlord gives Tenant at least 365 days advance notice of termination and pays the Tenant the cost for the improvements on the premises constructed or paid for by Tenant through the date of termination calculated by multiplying such cost of improvements by a fraction, the numerator being the number of years of occupancy by Tenant rounded to the nearest year and the denominator being 50. Payment by Landlord for the cost of such improvements shall be a condition precedent to Tenant's obligation to vacate and surrender possession of the premises and such amount shall be payable on or before the date of termination specified in the notice to Tenant unless otherwise agreed to in writing.
12. **Notices** – Any notice, demand, request, approval or other communication, which under the terms of this lease or any statute must or may be given by the parties, must be given in writing and must be given by mailing same by both regular first class and registered certified mail, or hand delivered, to the respective parties at their official addresses of record. The failure to give notice as prescribed in this paragraph shall not invalidate proof or admission of receipt of notice on a certain date by another means to an authorized official or agent for receipt of service of process authorized or required by law or applicable state court rule.
13. **Quiet Enjoyment** - Tenant shall lawfully and quietly hold, occupy and enjoy the leased premises without hindrance or molestation. Tenant shall be entitled to unlimited access to the leased premises at all times during the initial term of this lease and any renewal.
14. **Binding Effect** – The covenants and agreements contained in this lease shall binding and enure to the benefit to the Landlord and Tenant and their respective successors in office and permitted assigns.

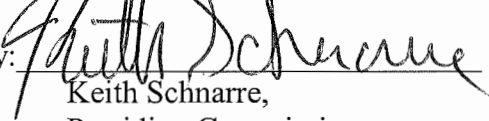
15. **Appropriations** – All financial obligations under this lease by Landlord and Tenant shall be subject to annual appropriations being made available by Landlord and Tenant to fund such obligations, and the parties hereby agree to make all reasonable effort to make and provide such appropriations in order to fulfill their annual financial obligations hereunder.

In witness whereof, the Landlord and Tenant have duly executed and delivered this lease by their duly authorized signatories effective on the day and year first above written.

**Southern Boone County
Fire Protection District**


By: 
Jim Cunningham,
Chairman, Board of Directors

Boone County, Missouri

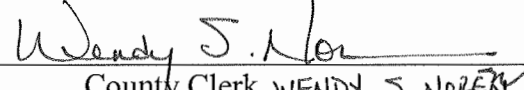
By: 
Keith Schnarre,
Presiding Commissioner

410-2003

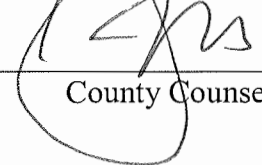
Attest:


Secretary, Board of Directors
JAMES A. SAYLOR

Attest:


County Clerk, WENDY S. NOREN

Approved as to Legal Form


County Counselor, JOHN PATTON

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract for the fiscal year of 2003.

June Pitchford by KF 8/12/2003 2540-91210
Signature JUNE PITCHFORD Date Appropriation Account

(Pending budget amendment approval)

STATE OF MISSOURI }
 } SS
COUNTY OF BOONE }

On this 26 day of AUGUST, 2003, before me personally appeared Keith Schnarre, to me known to be the presiding commissioner of the County Commission of Boone County, Missouri, described in and who executed the foregoing instrument, and acknowledged that he was duly authorized to execute the foregoing instrument on behalf of said County Commission for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of Boone, State of Missouri, the day and year first above written.

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

My term expires 14 OCTOBER 2005
Shawna M. Victor
SHAWNA M. VICTOR, Notary Public

STATE OF MISSOURI }
 } SS
COUNTY OF BOONE }

On this 18th day of December, 2003, before me personally appeared Jim Cunningham, to me known to be the Chairman of the Board of Directors of the Southern Boone County Fire Protection District, described in and who executed the foregoing instrument, and acknowledged that he was duly authorized to execute the foregoing instrument on behalf of said Southern Boone County Fire Protection District for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of Boone, State of Missouri, the day and year first above written.

(SEAL)
My term expires 10/2/2004
Susan M. Greenfield
, Notary Public

SUSAN M. GREENFIELD
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COUNTY OF BOONE
MY COMMISSION EXPIRES OCT. 2, 2004

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

August Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 26th day of August 20 03

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

Now on this day the County Commission of the County of Boone does hereby approve the Utility Relocation Agreement with Boone Electric Cooperative for the Liberty Lane project. It is further ordered that the District I Commissioner, Karen M. Miller, be hereby authorized to sign said agreement.

Done this 26th day of August, 2003.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

ABSTAIN
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

UTILITY RELOCATION AGREEMENT

THIS AGREEMENT, dated the 26 of AUGUST, 2003, is made by and between the County of Boone, a political subdivision of the State of Missouri (hereinafter County) and Boone Electric Cooperative (hereinafter Boone Electric).

WITNESSETH:

WHEREAS, County is reconstructing a portion of Liberty Lane Road (the Project) which will require Boone Electric's poles to be relocated; and

WHEREAS, Boone Electric has prepared plans and cost estimates for the necessary relocation of its utility poles in connection with the Project; and

WHEREAS, this agreement sets out the duties and responsibilities of each party regarding such relocation.

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

- 1. County and Boone Electric agree that Boone Electric shall relocate Boone Electric's poles and other facilities located in and adjacent to the outer boundary of County right of way for the Project as shown by the approved plans and specifications for the Project maintained on file with County's Director of Public Works and made a part hereof by reference;
- 2. County agrees to reimburse Boone Electric the actual cost of the relocation based on final as-built plans not to exceed \$39,106.65 without prior written approval of the County.
- 3. County agrees that Boone Electric existing and/or replacement of existing poles located in newly acquired roadway right-of-way acquired for this project shall be considered to be located within private utility easement pre-existing county's right-of-way.

IN WITNESS WHEREOF, County and Boone Electric have duly authorized the signatory below to execute this agreement on behalf of such entities on the above referenced date.

BOONE ELECTRIC COOPERATIVE

By: Joel Ballard
Joel Ballard, President

BOONE COUNTY, MISSOURI

By: Karen M. Miller
Karen M. Miller, District I Commissioner

ATTEST:

Nathan K. Martin
Nathan Martin, Secretary

ATTEST:

Wendy J. Noren
Wendy Noren, County Clerk

Approved:

Dave Mink
Dave Mink, Director Public Works

Approved as to Legal Form:

John L. Patton
John L. Patton, County Counselor

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 to the credit of such appropriation sufficient to pay therefore.

June E. Pitchford
June E. Pitchford, Auditor

8/20/03
Date

*First reading
Thurs 8/21*

8/15/03

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE	113	VENDOR NAME	BOONE ELECTRIC COOPERATIVE	PHONE #	573-449-4181
VENDOR NO.		ADDRESS	PO BOX 797 COLUMBIA MO	STATE	65205

411-2003

BID DOCUMENTATION

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

<input type="checkbox"/> Bid /RFP (enter # below) <input type="checkbox"/> Sole Source (enter # below) <input type="checkbox"/> Emergency Procurement (enter # below) <input type="checkbox"/> Written Quotes (3) attached (>\$750 to \$4,449) <input type="checkbox"/> <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750) <input type="checkbox"/> Professional Services (see Purchasing Policy Section 3-103)	<p style="text-align: center; font-size: 0.8em;">Transaction Not Subject To Bidding For The Following Reason:</p> <input type="checkbox"/> Utility <input type="checkbox"/> Travel <input type="checkbox"/> Dues <input type="checkbox"/> Refund <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other (Explain):
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(Enter Applicable Bid / Sole Source / Emergency Number)

Bill To Department # 2045

Ship To Department # 2045

Department	Account	Item Description	Qty	Unit Price	Amount
2045	71100	LIBERTY LANE POLE RELOCATION	1	39106.65	39106.65
CLERK'S OFFICE					
*DO NOT UNSTAPLE THESE PAGES					
*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.					
					39106.65

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

[Signature]

Requesting-Official

[Signature]

Auditor Approval

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the August Adjourned

Term. 20 03

In the County Commission of said county, on the

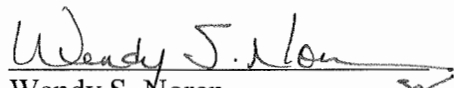
26th day of August 20 03

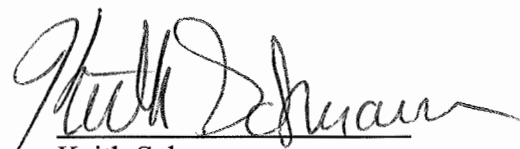
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Water Line Relocation Cost Allocation Agreement for the Heller Road Storm Sewer Improvements project. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 26th day of August, 2003.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

RECEIVED
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412-2003

**WATER LINE RELOCATION COST ALLOCATION AGREEMENT
HELLER ROAD STORM SEWER IMPROVEMENTS**

THIS AGREEMENT, dated the 26 day of AUGUST, 2003, is made by and between **BOONE COUNTY, MISSOURI**, through its County Commission ("County") and **PUBLIC WATER SUPPLY DISTRICT NO. 4** of Boone County, Missouri ("District").

In consideration of each Party's performance of the obligations set forth in this Agreement, the Parties agree to the following:

1. Background and Purposes of Agreement. The County has prepared, or is in the process of preparing, Final Plans and Specifications for road improvements, known as the Storm Sewer Plan drainage Improvements Heller Road ("the Project"), which such Plans and Specifications are described as follows: Installation of storm sewer piping and catch basins along Heller Road and attaching to outlet pipes under the Colt Rail Road and under North Brown Station Road prepared by Allstate Consultants, P.C., dated March 10, 2003, and which such Final Plans and Specifications ("the Project Plans") have been provided to District. It has been determined that the Project will require improvement of Water Lines owned by District in areas which will be disturbed by construction for the Project, or will be affected by the Project. Both Parties desire to coordinate their work in order to assure that Road construction work for the Project can go forward and be completed without unreasonable delay and without disruption of water service to District's customers. County intends to reimburse District for all or a part of its actual Water Line improvement costs incurred by District in improving those Water Lines which must be improved because of the Project. In order to accomplish these objectives, County and District are entering into this Agreement. This Agreement is entered into by the County and the District pursuant to that Cooperative Agreement ("the Cooperative Agreement") between the County and various Public Water Supply Districts located in Boone County, Missouri, dated June 6, 2001, which is incorporated herein by reference.

2. Terms/Definitions. Unless the context clearly indicates otherwise, each term used in this Agreement, which is defined in Section 2 "Definitions" of the Cooperative Agreement, shall have the same meaning as is provided for by Section 2 of the Cooperative Agreement.

3. Water Line Improvement Plan. District has submitted to County and County has approved a Water Line Evaluation and Plan for District's Water Lines which contains options for avoiding or eliminating conflicts between Water Lines and the County Project. The County and District have agreed upon the exercise of a design option and solution that meets the needs of both Parties with respect to avoidance or elimination of such conflicts ("the Water Line Plan"). The option and Preliminary Waterline Plan agreed upon is described as follows: Simple price quote to encase existing waterline "In Place" in areas identified by Boone County Public Works as location roadway will relocate to.

Further, the County has completed or is in the process of completing Final Project Plans and has submitted or intends to submit those Final Project Plans to District within the time periods permitted by the Cooperative Agreement. Promptly upon receipt of County's Project Plans (if not already received), and of a written request of the County that District so proceed, for improvement and/or other work on District's Water Lines based upon the Water Line Plan and the design option specified above. County agrees to compensate District for the actual costs incurred by District in implementing the Final Water Line Plan as follows:

District shall be permitted to submit to County, on a monthly basis, invoices for those portions of District's fees and costs for completion of the Final Water Line Plan, which are to be paid by County, pursuant to this Paragraph 3. All such invoices which are properly payable by County, shall be paid by County within thirty (30) days of the date of submission to County. All costs and expenses shall be documented by District in sufficient detail and with receipts and other evidence of expense as shall be required by the Auditor of Boone County, Missouri. The County shall have the right to withhold payment on undocumented costs and expenses which are not approved by the Auditor of Boone County, Missouri.

4. Easement Acquisition. Implementation of the Water Line improvement Plan does require acquisition by District of new private Water Line Easements. If the provisions of this Paragraph 4 state that implementation of the Water Line improvement Plan will require acquisition of new private Water Line Easements by District, then the acquisition of such new private Water Line Easements shall be coordinated with, or performed by, County, as a part of the County's Road Right-of-Way and Easement acquisition process, consistent with that "Cooperative Agreement".

5. Water Line Improvement. Subject to this Agreement and the Cooperative Agreement, District agrees to perform, or to cause to be performed, the Water Line Improvement work, or other work, provided for by the Final Water Line Plan, before the scheduled commencement of Road Construction for the Project, or to perform, or to cause to be performed, such work in coordination with the Road construction work required for the Project, so as to not delay the Project.

6. Selection of Option for Performing Work. District has determined that the actual construction work under the Final Water Line Plan ("the Water Line Work") required for the Project will be performed as follows:

 X By District's own forces.

District shall be solely responsible for performance of the Water Line Work, determining the contractor to be chosen for any Water Line Work which is bid by District or bid as an alternate bid with the Project bid letting; for entering into its own construction contract for the Water Line Improvement Work and administering such contract when bid by District or bid as an alternate bid under County's project bid; and District shall be exclusively responsible for the performance and supervision of Water Line Work when such work is included in a County contract for the Project. The expense of the Water Line Improvement Work shall be subject to allocation between District and County, as more specifically described below in this Agreement.

7. Parts of Water Line for Which County is Obligated to Pay Improvement Costs.

County agrees that County is obligated to reimburse District for District's costs incurred for Improvement that portion or those portions of District's existing Water Lines, or other Water Line Work, described as follows: Encase existing waterline "In Place" at locations identified by Boone County Public Works as locations roadway will relocate to.

The cost to be reimbursed by County to District for improving such portions of the Water Line shall be determined, pursuant to this Agreement, without inclusion of the expense and cost of upgrade in size or capacity, meaning that all incremental costs associated solely with such upgrades shall be the District's responsibility.

8. Construction Cost Allocation. County agrees to compensate District for the actual cost of the Water Line Improvement Work for those parts of the Water Line for which County is obligated to reimburse District for the Water Line Work, as described in Paragraph 7 above, on the basis of the following:

- X The actual cost of Improvement incurred by District using its own forces, based upon: (i) the actual cost of materials; and (ii) District's actual cost for use of District's personnel, including salaries or wages (allocated on an hourly basis for hours actually devoted to the work) plus District's share of payroll taxes, fringe benefits and District's reasonably allocated insurance costs, including worker's compensation insurance costs; and (iii) reasonable equipment rates for use of District's equipment, which shall not exceed the reasonable rental rates chargeable in Boone County, Missouri for similar equipment; and (iv) all of District's other reasonable, out of pocket costs and expenses which are necessarily and reasonably incurred to accomplish the Water Line Work, not to exceed the sum of Seven Thousand Six Hundred Thirteen and twenty cents (\$7,613.20) unless a higher amount is approved by County prior to performance of additional work requiring a higher amount. All such actual costs and expenses shall be documented by District in sufficient detail and with receipts and other evidence of expense as shall be required by the Auditor of Boone County, Missouri.

District shall be permitted to submit invoices to County, on a monthly basis, with such invoices to be submitted on or near the first day of each month, for County's share of the Water Line Work, determined in accordance with the provisions of this Paragraph 8, for construction accomplished during the previous month. All invoices which are properly payable by County shall be paid by County within thirty days (30) of the date of their submission to County. The County shall have the right to withhold payment on undocumented costs and expenses which are not approved by the Auditor of Boone County, Missouri.

9. Cost of Inspection. County and District agree that County shall compensate District for the actual costs incurred by District in inspecting the Water Line Improvement Work, during construction, for those parts of the Water Line for which County is obligated to reimburse District

for the Water Line Improvement costs, as described in Paragraph 7 above, or as follows, or on the basis of the following:

 X A lump sum for all inspection work in the amount of One Hundred Dollars (\$100.00).

District may invoice County, at monthly intervals, on or before the first day of each month, for the County's share of inspection costs incurred by the District, during the previous month, as the County's share of inspection costs is reasonably determined in accordance with the provisions of this Paragraph 9. All such invoices, which are properly payable, shall be payable within thirty (30) days of submission. The County shall have the right to withhold payment on undocumented costs and expenses which are not approved by the Auditor of Boone County, Missouri.

10. Easement Cost Allocation. If applicable, County and District agree, with respect to the acquisition of the new private Water Line Easements required by District for implementation of the Water Line Improvement plan, as follows: County to acquire easement on existing waterline at current location.

11. Location. County agrees to physically locate and mark by flags, or other appropriate surface markings, the Road Right-of-Way in areas involved with District's Water Line Improvement and installation along the above described Project. County's markings shall include the boundaries of County's Right-of-Way and the centerline station numbers of County's Project, so that District can identify both the boundaries of the Road Right-of-Way and the various centerline stations, by station number.

12. Coordination of Work and Time Limits. The County and District agree to use their best efforts to coordinate all engineering and construction work to be performed under this Agreement. The agreements between County and District for the sharing of costs for the preparation of the Final Water Line Plan, under Paragraph 3 of this Agreement and the agreement for sharing costs of physically Improving Water Lines, under Paragraph 8 of this Agreement, shall be subject to the time limits for performance specified in the Cooperative Agreement unless the District and County mutually agree, in writing, to shorten or extend the times for performance, which agreement shall not be withheld when reasonable cause exists to modify the times for performance. Reasonable cause to modify the times for performance shall exist when work to be performed takes less time to perform than anticipated, or when scheduled work is delayed for reasons outside of the control of either Party to this Agreement, or when it is otherwise mutually agreed that the schedule for work should be modified for other good and sufficient reasons. If either the County or District suspends or terminates scheduled work to be performed under this Agreement, then the Party causing such suspension or termination shall be liable for the actual costs and expenses incurred by the other Party resulting from suspension or termination, provided that in the event suspension or termination occurs, both parties shall be required to mitigate any financial loss they may incur as a result of suspension or termination.

13. Letting of Bids or Commencement of Construction Work.

A. If Work is to be Performed by District's Own Forces. If Paragraph 6 of this Contract indicates that District is going to perform the Relocation Work with its own forces, then, upon receipt from the County of a written request that District proceed with the Water Line Improvement Work, District shall so proceed with the work, as soon as is reasonably practicable, and shall complete such work within approximately One Hundred Twenty (120) days of the date of the County's request that the District proceed with the Water Line Relocation Work.

14. Coordination of Work. The County and District agree to use their best efforts, and good faith, to coordinate all engineering and construction work to be performed under this Agreement.

15. Extension of Time. Subject to Paragraph 16 below, the times for performance specified herein shall be extended when scheduled work is delayed for reasons outside the control of the Party to this agreement who is required to perform such work or to cause such work to be performed, or when it is otherwise mutually agreed that the schedule for work should be modified for good and sufficient cause. If either party to this Agreement becomes aware of a need for an extension of time or of a delay in the work, then such party shall promptly notify the other party, in writing, of the need for such extension, or of the delay, and of the anticipated extent of such delay.

16. Suspension or Termination of Work. If either County or District, without the consent of the other Party, suspends or terminates schedule work to be performed under this Agreement, and, as a result, the other party sustain additional cost or expense, then the Party causing such suspension or termination shall be liable to the other Party for the actual costs and expenses incurred by the other Party as a result of such suspension or termination; provided that, in the event suspension or termination occurs, both parties shall be required to mitigate any financial loss they may incur as a result of the suspension or termination.

Public Water Supply District No. 4

By: Kenneth Wise

District Manager

Boone County, Missouri

By: Keith Schumaker

Presiding Commissioner

Attest: Wendy J. Lou

County Clerk

Approved as to sufficient unencumbered appropriations:

Jane E. Pitelnyak 8/20/03
County Auditor ujpse Date

Approved as to form:

[Signature] 7/25/03
County Attorney Date

PUBLIC WATER SUPPLY DISTRICT NO. 4
P O BOX 407
HALLSVILLE, MO 65255

Boone Co Road District

July 8, 2003

ESTIMATE FOR GOING UNDER RAILROAD TRACTS AND NORTH BROWN
STATION ROAD AT HELLER ROAD WITH A WATER MAIN:

MATERIAL:

200'	4" PVC PIPE @ .76	152.00
170'	6" STEEL CASING @ 5.15	875.50
2	4" REPAIR COUP @ 15.35	30.70

TOTAL MATERIAL \$ 1,058.20

LABOR

8 HR	KEN @ 19.50	156.00
8 HR	TIM @ 10.50	84.00
8 HR	BRAD @ 11.25	90.00
4 HR	BACKHOE @ 25.00	100.00
175'	BORING @ 35.00 PER FOOT	6,125.00

TOTAL LABOR \$ 6,555.00

TOTAL JOB ESTIMATE \$7,613.20

This estimate is for normal digging only. Rock, rocky soil, heavy brush, creek crossings or other such obstacles could increase the cost due to more time involved. Materials are based on material on hand. If materials must be purchased, the cost difference, if any, will be billed or refunded at the completion of the job.

Thank You,


Bonnie L Durk, Office Manager

Signature

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 26th day of August 20 03

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

Now on this day the County Commission of the County of Boone does hereby approve the following recommendations from the Job Classification Committee:

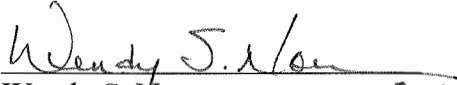
- Information Technology Department: Change the title of the PC/Network Analyst position to Network Administrator, Change the Range of said position from Range 41 to Range 47, and change said position from non-exempt to exempt, and
- Sheriff's Department: Change the Range of the Registered Nurse position from 41 to 43 and change said position from exempt to non-exempt.

Done this 26th day of August, 2003.

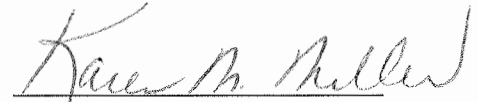


Keith Schnarre
 Presiding Commissioner

ATTEST:



Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

413



August 11, 2003

Ms. Betty Dickneite
Director, Human Resources
Boone County
601 East Walnut
Johnson Building, 2nd Floor
Columbia, MO 65201

Re: Registered Nurse - Corrections

Dear Betty,

This letter summarizes our analysis of and recommendations regarding the requested salary range change for the Registered Nurse job class in the corrections facility.

We have received the Request for New Pay Range form for the Registered Nurse from the Sheriff's Office. This form was accompanied by a new position description questionnaire (PDQ), a revised job description and a series of recruiting notices. The recruiting notices are from a variety of locations, including the State of Connecticut, the State of Iowa, the University of Arizona and Santa Clara County, California. The notices were for a variety of titles, including Advanced Nurse Practitioner, Nursing Supervisor, Charge Nurse and two levels of Clinical Nurse. Some of the notices include salary ranges and others do not.

As we understand it, there has recently been turnover in this position and the current incumbent has been in the job approximately three (3) months. The department has expressed two concerns. First, the department believes that salary range is too low, because they had relatively few candidates for the job opening and are paying the new incumbent above the range maximum. Second, the department believes that the absence of on-call pay is inappropriate because the incumbent is on call 24/7 (24 hours a day/7 days a week.)

The information that follows summarizes our analysis of the data submitted and other related data. It also summarizes our recommendations regarding this position.

Job Classification

Based on the information submitted, the job classification is appropriate. The new PDQ and the revised job description provide additional specifics about the job duties, but they do not indicate a change in the job itself. Nor does the request form ask for reconsideration of the job title.

Ms. Betty Dickneite
 August 11, 2003
 Page 2

Salary Range Midpoint

The salary range midpoint of \$44,819 assigned to the Registered Nurse was competitive when the Salary Plan was implemented. The market rate for this job was reported at \$44,074, or about \$700 lower than the midpoint.

The market sample for the Registered Nurse was smaller than the sample for many other benchmarks. It included four government agencies and the Bureau of Labor Statistics survey for Columbia. However, the four agencies tend to be the higher paying agencies in the survey, including St. Charles and St. Louis counties.

The data reported in the survey referenced above was aged to July 1, 2002. Therefore, the normal market movement may place the Registered Nurse four to five percent (4% - 5%) behind the market today. This would be true for all of the other benchmark jobs, as well as the Salary Plan itself. Any lag from the market will be most noticeable when the County has to recruit for a job opening.

Market Sample

With the assistance of County staff, we have conducted a brief telephone and Internet survey. Additional sources could be added to the survey if the County wanted a more complete analysis of the market.

All of the survey sources are within the State of Missouri, which was defined as the competitive market at the time the Salary Plan was designed. (Data from other locations represents different markets and are not relevant to our analysis.) The data reported below is current, and has not been updated to account for future market movement. The table below shows average market data for Registered Nurses working in correctional facilities.

County	Number of Positions	Market Average
Cape Girardeau	1	\$24,000
Camden	1	\$32,240
St. Charles	3	\$49,365
St. Louis	1	\$53,787
Greene	1	\$39,520
Franklin	1	\$31,949
Overall Average		\$38,477

Only St. Charles and St. Louis counties have current rates that are higher than the current Boone County midpoint. The overall average without Cape Girardeau, which is unusually low, is \$41,372.

Ms. Betty Dickneite
August 11, 2003
Page 3

Using salary.com, we were able to search for the salaries of Registered Nurses working in health care organizations. Current wage rates in St. Louis and Kansas City, Missouri are shown below.

City	Market Average
Kansas City (all employers)	\$46,488
St. Louis (all employers)	\$46,716
City of Columbia	\$47,738
Boone Hospital Center	\$42,141

At University Hospital, the starting salary for a Registered Nurse with five years of experience is \$35,506.

Hospitals and clinics may offer sign-on bonuses to attract new hires. However, the health care organizations employ a large number of nurses, and their starting salaries are restricted by the salaries of current staff members.

24/7 Work Schedule

We understand that the Registered Nurse is an exempt position that is on call "24/7" in case of emergency. As an exempt employee, the nurse is not paid for the time worked when she is called back to work.

Recommendations

Given the information outlined above, we make the following recommendations.

- **Classification.** Retain the job title and job description for the Registered Nurse (class code 4041). The task list of all procedures may be useful in explaining the job to a candidate or in training a new employee, but it is more detailed than is appropriate for a job description.
- **Salary Range.** Move the Registered Nurse from salary range 41 to range 43, which provides a midpoint that is 5% higher than the current midpoint. The new midpoint of \$47,088 is close to the midpoint at the City of Columbia, and is significantly higher than those at Boone Hospital or University Hospital.

In addition, the County should use higher levels within the salary range if it is necessary to recruit for another nurse. Since the hospitals are the major competitors in the local market, it would appear that the County would have the flexibility to offer an attractive starting salary.

Ms. Betty Dickneite
August 11, 2003
Page 4

- **FLSA Status.** Under the Fair Labor Standards Act (FLSA), the Registered Nurse qualifies as an exempt position and is not eligible for overtime. However, most healthcare organizations and agencies that require shift work pay the Registered Nurse as a non-exempt position.

We recommend that Boone County assign this job to non-exempt status within the salary plan. With this status, the Registered Nurse will be paid for any off-hours time spent on emergencies, and will be paid at time-plus-one-half of the normal overtime requirements have been met. This will fairly compensate the employee for time worked beyond the normal schedule.

- **On-Call Pay.** The FLSA requirement for on-call pay is based on the restrictions placed on the employee. If the employer significantly restricts the off-duty activities of an employee, the law would require on-call pay.

We understand that the County does not have a plan that provides on-call pay to any of its employees. It is able to provide sufficient flexibility of movement to employees that the plan is not required. We recommend that the County continue this practice with the Registered Nurse position.

It is appropriate to review the restrictions placed on the nurse and the frequency of call backs. It does not appear to be practical to have one employee on a restricted status 24/7 for 52 weeks a year. A better approach might be to contract with a local health care provider to provide the back-up services.

Betty, thank you for your assistance in compiling the information. Please feel free to call if you have any questions.

Sincerely,

Rick McRoy
Principal Consultant

Boone County Job Classification Review

Boone County has asked Public Sector Personnel Consultants (PSPC) to review selected job titles to determine whether they are still properly classified. The County has provided PSPC with new position description questionnaires (PDQ's) and memos from Department Heads explaining the rationale for the request.

A. OVERVIEW

From analyzing the information provided from departments and employees, there are some general guidelines that apply to most requests. These are important guidelines for these and for future reclassification requests.

- The Salary Plan has been approved, implemented and in operation for two years. All requests should be based on a change in job duties and requirements, changes in organization structure or particular market issues, which generally result from recruiting problems. Therefore, any approved requests should be effective the date specified by the Appointing Authority.
- The competitive market was defined during the classification/compensation study. This is the market that should be relied on when considering adjustments to meet competitive pressures. Using other markets for individual positions can create inequities based on the sample, rather than actual job differences.
- The benchmark positions represent the market anchors for the Salary Plan. Generally, the salary range assignments approved for benchmark positions should not be changed unless there is a corresponding change in the market.
- The County has not updated the salary survey since the plan was implemented. The data in the survey was aged to July 2002. Since the market has moved between four and five percent (4% and 5%) since that date, any new market data will appear to have a bigger difference than it actually has.

We recommend that the County update the salary ranges with the next plan year. While this may be difficult with current budgets, it is important to maintain competitive starting salaries and to avoid inequities that result from recruiting problems.

The information that follows briefly summarizes the nature of the classification request and documents our recommendations on a job-by-basis.

B. PUBLIC WORKS

The Public Works Department has requested that we review five job classes for internal equity.

1. Manager, Project Development

The Department is concerned about the salary range assignment for the Manager, Project Development. This job does not appear to be at the same level of responsibility as other jobs in the Department, specifically the Project Engineer, the Manager, Road Maintenance Operations and the Manager, Facilities Maintenance.

Boone County Job Classification Review

Recommendation: The workflow in the Department has changed with the addition of the Project Engineer. As a Professional Engineer (P.E.), this position has been assigned primary responsibility for project design and project management. The position of Manager, Project Development has focused more on construction management, construction plans, construction inspection, and coordination with contractors, utilities and other agencies.

Based on our review of the job descriptions and the new PDQ for the Manager, Project Development, we recommend that the job be reclassified to salary range 45. All of the other positions cited by the Department are benchmarks, and they are priced in salary ranges that are consistent with the market.

2. Manager, Road Maintenance Operations

The Department is concerned that this job is the same salary range as the Manager, Project Development.

Recommendation: This position is a market benchmark and is priced with a midpoint that is closely related to the prevailing market rate. If adopted, the change recommended above will address the equity issue. Since the job is competitively priced, we recommend no change in range assignment.

3. Road Maintenance Superintendent

The Department has expressed internal equity concerns about the salary range assignment for the three Road Maintenance Superintendents. The employees have expressed concerns about their jobs related to others, but much of the concern appears to relate to the fact that they are high in their salary ranges.

Recommendation: We have reviewed the updated PDQ's submitted by the position incumbents. Our review indicates that there have been no substantial changes in job duties over the past two years. This job was established as a benchmark in the salary survey and our review indicates that the market match is still valid. The job was priced in a salary range that is competitive with the market. Therefore, we recommend no change in the assigned salary range.

4. Fleet Operations Superintendent

The issue with this job is also one of internal equity. The incumbent has completed a new PDQ. This document expands on information provided in the questionnaire prepared two years ago.

Recommendation: This position has responsibilities that extend beyond the standard definition of fleet maintenance. These include participation in the capital improvement planning process, active involvement in the procurement of vehicles and heavy equipment, and responsibilities for safety and accident review. For these reasons, we recommend that the job be moved from salary range 39 to salary range 41.

Boone County Job Classification Review

5. Senior Automotive/Equipment Mechanic

The Department has requested that a Senior Automotive/Equipment Mechanic position be added to create a job family and provide a promotional opportunity. The proposed difference between the mechanic and the senior mechanic would be qualifications. To be promoted, a mechanic would have to pass the eight exams required for Automotive Service Excellence (ASE). To stay at the senior level, a mechanic would have to complete the ongoing requirements and maintain the certification.

The Department has also expressed concern that the salary range assigned to the Automotive/Equipment Mechanic is low, and that a recent hire had to take a pay cut to join the County from the City of Columbia.

Recommendation: We have reviewed the information request from the Department, and documentation from the original plan document. The Automotive/Equipment Mechanic is a benchmark position and is priced competitively with the market. The salary range midpoint assigned for this job is higher than the midpoint reported by the City of Columbia in the salary survey. (There are several individual reasons that the new employee might have made more at the City, such as the individual being high in the range, the City changing the pay plan, etc.).

We do recommend that the County add the job class of Senior Automotive/Equipment Mechanic. We recommend that this new job be assigned to salary range 32, and that an employee be promoted in place after successfully completing the ASE exams. The employee would not be required to wait for a vacancy at the higher level. Conversely, the employee should be demoted to 29 if the certification lapses.

This will provide a career path for mechanics, and should be coordinated with the skilled based pay program to avoid double payment for the same certification.

C. **RECORDER'S OFFICE**

The Recorder's Office has asked that one job class be reviewed.

1. Office Specialist to Deputy Recorder

We have received a memo from the Recorder's Office and a PDQ from Lydia Hollinsworth. We understand that Lydia has resigned and no longer works for the County. Since the classification decisions are based on individual positions, we have not made a recommendation on this request. As appropriate, we will be happy to review a PDQ from the new incumbent and make a recommendation on the appropriate classification for this position.

Boone County Job Classification Review

D. SHERIFF'S OFFICE

The Sheriff's Office has submitted two positions for consideration.

1. Senior Account Specialist to Accountant

Leasa Quick has requested that her position be reclassified from Senior Account Specialist to Accountant. She made this same request approximately one year ago. The information that she submitted is very similar to the prior request, with some additional duties. This information details the wide range of duties, the large number of transactions and the size the Department and the Department's budget.

Recommendation: We recognize that there are a large number of bills to pay, that the department has a large payroll, that there is a large inventory for the facilities, and that there are a large number of vehicles, vehicle repairs and cellular phones to track. These factors contribute to the volume of the work and the demands on the employee. However, these and related duties do not change the nature of the job.

This position is best described as a senior level technical position, operating within the framework of a wide variety of defined procedures. It does not establish the procedures, and does not require a broad theoretical knowledge of accounting. Therefore, we recommend that this position not be reclassified.

2. Administrative Assistant to Office Manager

Angela Ayers has requested that her position be reclassified from Administrative Assistant to Office Manager. This is also a request that was made approximately one year ago. Ms. Ayers submitted the same documentation that was submitted for the earlier request.

Recommendation: Since there is no new information about this position, our recommendation is unchanged. The position does not supervise staff and therefore does not qualify for the Office Manager job class. We recommend no change in the classification.

E. INFORMATION TECHNOLOGY

1. PC/Network Analyst

The Information Technology Department has asked for the review of the position titled PC/Network Analyst. The employee has provided an updated PDQ. The Department has provided the completed Request for New Pay Range form and salary survey information from FlipDog, an on-line salary survey. The survey data is for a variety of job titles. The data for the closest matches are \$63,691 for the Network Administrator, Senior and \$68,058 for the Network Planning Analyst IV.

Recommendation: This position has changed significantly since our original study. The job reviewed in 2001 was focused primarily on personal computers and the desktop applications. Seventy percent (70%) of the updated position is committed to managing the County networks, including servers, systems operating on the servers, and the security and e-mail systems. The job is responsible for configuring, monitoring and managing the hardware and software for the LAN / WAN environment. The job also provides second-tier helpdesk support and other technical support for departments.

Boone County Job Classification Review

We reviewed salary data from Salary.Com, an on-line service that is associated with FlipDog. Our research indicates that the Network Administrator job has a median salary of \$55,224 in St. Louis and \$54,995 in Kansas City. The survey does not calculate data for Columbia.

The survey data can only be used as reference information. It does not represent the market defined by the County and used for all other benchmarks. In addition, it is not aged to the same date – July 1, 2002 – as other data from this survey. The data from the Internet surveys is effective March and July 2003. This aging difference could represent a four to five percent (4% to 5%) difference from data reported in our salary survey.

As it has been revised, the job represents a different specialty but a level of duties, responsibilities, and qualifications that are closer to the two supervisory job classes in the Information Technology Department. Therefore, we recommend, on the basis of internal equity, that this job be re-titled Network Administrator and be assigned to salary range 47.

F. PLANNING AND BUILDING INSPECTION

1. Senior Planner

The Department has requested that a Senior Planner job class be added to the classification plan, that the job be assigned to salary range 49 and that the two current staff members be promoted to this senior position. The Department has provided a completed Request for New Pay Range form. The Planner job is referred to as an entry level position.

The employees have provided new PDQ's, a memo describing typical planning department organization structures, a salary survey from the American Planning Association and job recruitment postings for Senior Planner from the Internet. The job postings are from Madison, Wisconsin; Hamilton, Ohio; Fort Worth, Texas; Phoenix, Arizona; Raleigh, North Carolina; and Wichita/Sedgwick County, Kansas.

The employees have evaluated the salary data and recommended assignment to pay range 49. In addition to the market data, this recommendation is based on their view that the Senior Planner should be in the same salary range as the Manager, Project Development. They also recommend that their pay be adjusted close to the midpoint because they have really been in the senior role for some time.

Based on information provided by the Department, the higher level duties required of the Senior Planner, and not typically required of the Planner include:

- Deal closely with developers, engineers, surveyors and attorneys over infrastructure issues.
- Negotiate infrastructure improvements
- Negotiate conditions of approval
- Interface with a wide range of utility providers
- Propose re-writes to existing ordinances
- Conduct specific planning studies to supplement the County master plan
- Coordinate work with municipalities
- Prepare and administer State and Federal grants
- Work with limited supervision
- Have the AICP certification

Boone County Job Classification Review

In contrast, the types of duties typically required of the Planner include:

- Process re-zoning requests
- Process conditional use permits
- Process subdivision and planned development requests

Recommendation: The Department and the employees have submitted a substantial amount of information. We have reviewed the information and the comments below are intended to respond to the key issues raised.

- The Planner job title represents a "journey level" position, and is matched in the market to the journey level, not the entry level.
- The salary data is from markets that are outside of the competitive market defined by the County. Since data is available from the defined market, it is not appropriate to go beyond the defined market.
- While good parallels can be useful in defining an organization structure, the most important issue is the needs of the Department. The most relevant question is whether the Department needs the Senior Planner position to meet its operating demands and public expectations.

From information provided by both the Department, there is an operating need for a senior level position. Both employees are performing a mix of duties that are at the Planner and the Senior Planner level.

We recommend that the County create a Senior Planner job class and assign it to salary range 43. If duties are not re-aligned, we also recommend that both employees be promoted to Senior Planner. The County's normal salary adjustment guidelines should apply.

As staff changes, we recommend that the Department re-align duties so that there is one Senior Planner and one Planner rather than two Senior Planners on the staff.

From: "Rick McRoy" <rmcroy@compensationconsulting.com>
To: "Betty Dickneite" <BDickneite@boonecountymo.org>
Date: 8/4/03 2:02PM
Subject: RE: PC/Network Analyst

Betty,

We have reviewed the FLSA tests and recommend that the job be assigned to an exempt status. The job meets the requirements of the special computer systems test to determine hardware, software and systems specifications in consultation with users and managers, and to develop, test and modify systems to meet County needs.

Please let me know if you have further questions on this job.

Rick

-----Original Message-----

From: Betty Dickneite [mailto:BDickneite@boonecountymo.org]
Sent: Thursday, July 31, 2003 7:47 AM
To: pspc8@compensationconsulting.com
Subject: PC/Network Analyst

Hi Rick, Mike Mallicoat, Director of Information Technology has raised a question about the non-exempt status of this position. His comments are on page 4 of Carlow's Position Description Questionnaire. Would you take another look at the current status of this position to confirm that "non-exempt" is still the most appropriate? Carlow & Mike are requesting that the position be changed to "exempt" status.

Your thoughts, comments??

Betty Dickneite, Director HR
Boone County



Boone County, Missouri
Human Resources Department
Betty Dickneite, Director
Susan Wells, HR Assistant
601 East Walnut, Johnson Bldg, Room 211
Columbia MO 65201
Phone (573) 886-4395 FAX (573) 886-4444



Fax Cover Sheet

CONFIDENTIALITY NOTICE: The information contained in this document is confidential and intended only for the person(s) named as addressee. Please deliver this directly to the person to whom it is addressed. If you are unable to deliver this information for any reason, please contact our office.

Date: 8/25/03

To: Clerk's Office

Attn: Shawna Victor

Fax #: 886-4300

From: Betty Dickneite

Re: Consultant Recommendations

Comments: 12 pages (including this cover page)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

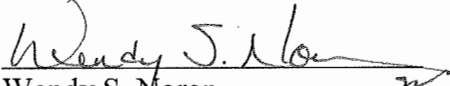
August Session of the August Adjourned Term. 20 03

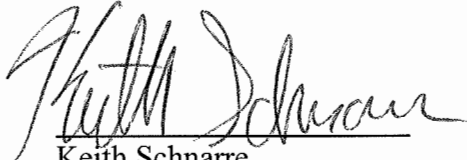
In the County Commission of said county, on the 26th day of August 20 03
 the following, among other proceedings, were had, viz:

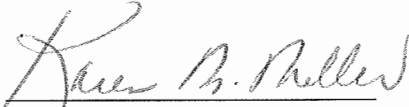
Now on this day the County Commission of the County of Boone does hereby approve the request to hire Network Administrator for the Information Technology Department at 103.5% above the mid-point salary. It is further ordered that the Human Resources Liaison Commissioner be hereby authorized to sign said request form.


Done this 26th day of August, 2003.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner



BOONE COUNTY

Department of Information Technology

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 221
Columbia, MO 65201-4890
573-886-4315

Michael H. Mallicoat

Director

414-2003

DATE: August 26, 2003

TO: Keith Schnarre, Presiding Commissioner
Karen Miller, District I Commissioner
Skip Elkin, District II Commissioner

FROM: Michael Mallicoat

SUBJECT: Request to Hire ~~PC/Network Analyst Above Mid-Point~~ NETWORK ADMINISTRATOR

This is a request to hire a particular applicant as PC/Network Analyst at \$25.86 per hour, which is 103.5% of the mid-point for this position.

Attached is the form **Request to Hire Between 91% - 120% of Salary Mid-point**. This form includes:

- **Detailed justification** for supporting this proposed compensation for this particular applicant
- **Auditor's Certification** that funds are available within the existing salary and wage appropriation
- **Human Resource Director's recommendation and approval** "based on 10 years' experience in the field and a Bachelor's degree with emphasis in Computer Technology."

This applicant has asked to remain confidential until this request is approved.

REQUEST TO HIRE BETWEEN 91% - 120% OF SALARY RANGE MID-POINT BOONE COUNTY

Description of form: To request approval to hire between 91% - 120% of the salary range mid-point. **Approved:** 1/31/02 by Commission Order #47-2002

Procedure:

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 and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and forwards to HR Liaison Commissioner.
4. The Liaison Commissioner reviews the request. If the proposed starting salary is between 91% - 100% of mid-point, Liaison Commissioner will approve/deny request and budget revision (if applicable) and return this form to the Administrative Authority. If the proposed starting salary is above the mid-point, the Liaison Commissioner will schedule the issue for review by the County Commission for approval/denial. 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: **Ken Brownfield (confidential)**
Position Title: **PC/Network Analyst**

Department: **Information Technology**
Position No. **613**

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
OR Hourly: **\$25.86** % of Mid-Point: **103.5%***

No. of employees in this job classification within your Department? **One**

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level): **Mr. Brownfield has a B.S. in Electricity and Electronics with emphasis on computer technology from Central Missouri State University in Warrensburg, MO. He has over 10 years' experience in computer technology with a solid background in security and intrusion detection systems. Mr. Brownfield has been certified as Novell Master Netware Engineer (MCNE), Microsoft Certified Product Specialist (MCP) in Windows and NT, Microsoft Certified Systems Engineer (MCSE), Cisco Certified Network Associate (CCNA), Cisco Security Specialist 1 and Cisco Certified Security Professional (CCSP). Mr. Brownfield has worked as a Service Technician, Systems Consultant, Senior Systems Engineer, Director of Technology and Manager of Network Services for ProTech Computer Services, Entex Information Services and Boone County National Bank. He is currently the Manager of Network Services for Integrated Solutions Group here in Columbia, MO. Ken was the project lead for our major network security upgrade last year that included the planning and installation of high-end firewalls and intrusion detection equipment and software. Ken has a solid background in Novell Netware and GroupWise. He is already familiar with the county's network infrastructure. I can vouch for Ken's very high work ethic and his skills and ability to manage complex projects and complete them on time. Ken has excellent people skills and is a top-notch professional with highly honed skills in the areas of customer service and customer satisfaction. The county has approved and is very close to installing a new fiber infrastructure, and Ken is already familiar with the required work to be done. He could easily step in right away to become the Project Lead for the entire fiber upgrade.**

Ken's technical background and experience along with his proven people skills make him an ideal candidate for this position. I have observed his work first-hand during the last year or so. I am confident that he can perform the technical responsibilities of this position, and, in addition, provide a very high level of customer service and satisfaction.

*** Note:**
I was asked to attend the Job Classification meeting on 8/21/03. After much discussion, the committee recommended that this position be upgraded to range 47 and exempt status, to be effective at the time the position is filled. The upgrade to range 47 (from 41) and the change to exempt status (from non-exempt) was based on a recommendation by Rick McRoy, Public Sector Personnel Consultants, which John Patton agreed with. The current proposed salary of \$25.86 would be 103.5% of the mid-point of the new range 47.

The position will be vacant a minimum of 17 days. The previous occupant's salary for 17 days would be equal to \$3,405 (17 x 8 x \$25.04). The difference in rates between the previous occupant and the proposed applicant is \$0.82/hr (25.86-25.04). If the applicant starts on 9/8/03, then he would be working 83 days through the end of the year. This would equate to 664 hours, or \$545 more salary needed than was budgeted for the previous occupant. The savings of \$3,405 are more than enough to cover the proposed increase through the end of the year within the existing budget. In fact, a net savings of \$2,860 would be realized through the end of the year.

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: **(N/A)** _____

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? **(N/A)** _____

Additional comments: This applicant comes very highly recommended by Aron Gish, Toni Matticks and Michael Mallicoat.

Administrative Authority's Signature: Michael A. Mallicoat Date: 8/21/03

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: Jane E Pitchford Date: 8/22/03

Human Resource Director's Recommendations: Recommend approval based on 10 years experience in the field and a Bachelor's degree with emphasis in Computer Technology
Human Resource Director's Signature: Betty Dickmeite Date: 8-22-03

HR Liaison Commissioner: Approve Deny
Comment(s): _____
HR Liaison Commissioner's Signature: Phyllis Schumme Date: 8-22-03

County Commission Approve Deny
Comment(s): _____
Presiding Commissioner's Signature: Phyllis Schumme Date: 8/26/03
District I Commissioner's Signature: Karen B. Buller Date: 8/26/03
District II Commissioner's Signature: Bob Date: 8/26/2003

(hr/forms/Request to hire between 91%-120% of Midpoint) Revised 1/22/02
414-2003

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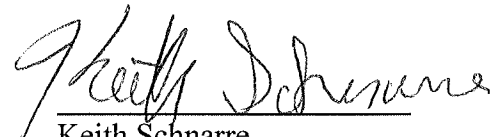
STATE OF MISSOURI }
 County of Boone } ea.

August Session of the August Adjourned Term. 20 03

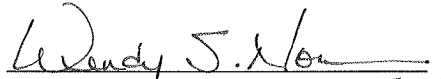
In the County Commission of said county, on the 26th day of August 20 03
 the following, among other proceedings, were had, viz:

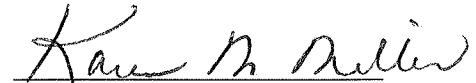
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner as lead Commissioner and owner representative, on the architectural project related to the Health Facility and Family Health Center and to approve change orders with his signature at a level not to exceed \$5,000.00.

Done this 26th day of August, 2003.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

August Session of the August Adjourned Term. 20 03

In the County Commission of said county, on the 26th day of August 20 03

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Commission Chambers of the Roger B. Wilson Boone County Government Center on October 3, 2003 from 1:00 p.m. to 5:00 p.m. for I-70 Incident Management Workshop.

Done this 26th day of August, 2003.

Keith Schnarre
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

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08/18/2003 12:10 FAX

41602

Handwritten: M. Miller
penda

Keith Schnarre, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



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

Boone County Commission

416-2003

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER REQUEST TO USE CONFERENCE ROOM

Today's Date 8/15/03 Date of Event 10/3/03 Hours Needed 1:00^{pm} - 5:00^{pm}

Organization Mathews & Associates, Inc./MoDOT

Contact C. Jay Winn Telephone # 417-869-6009

Substitute Jack Brown Telephone # 314-206-4311

Local Contact: Maura Browning, Chamber of Commerce 874-1132

TYPE OF EVENT

I-70 Incident Management workshop
12-18 members from various agencies, assoc., and companies
that are involved or have a vested interest with Incident Mngmt.
along the I-70 corridor.

Room requested:

- Chambers _____ Room 208
- _____ Room 139 _____ Room 220

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

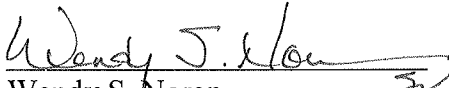
August Session of the August Adjourned Term. 20 03

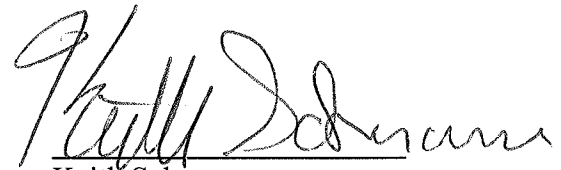
In the County Commission of said county, on the 26th day of August 20 03
 the following, among other proceedings, were had, viz:

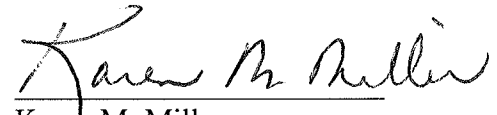
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courthouse Grounds on Wednesday, September 10, 2003 between 9:00 a.m. and 10:00 a.m. for a Class in Theatre History sponsored by the MU Department of Theatre. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 26th day of August, 2003.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Appendix

Keith Schnarre, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



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

Boone County Commission

4/7-2003

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE GROUNDS

The undersigned organization hereby applies for a permit to use the Boone County Courthouse grounds as follows:

Description of Use: Have a class in Theatre History
Date(s) of Use: ~~Monday Sept. 8~~ Wednesday Sept 10
Time of Use: From: 9 a.m. p.m. thru 10 a.m. p.m.

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws and ordinances in using Courthouse grounds.
2. To remove all trash or other debris which may be deposited on the courthouse grounds by participants in the organizational use.
3. To repair or 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.
4. To conduct its use of courthouse grounds in such a manner as to not unreasonably interfere with normal courthouse functions.
5. 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 as specified in this application.

Name of Organization/Person: MU Dept. of Theatre / Cheryl Black
Organization Representative/Tide: Asst. Professor of Theatre
Address/Phone Number: 129 Fine Arts, MU, 862-0530
Date of Application: 8-20-03

PERMIT FOR ORGANIZATIONAL USE OF COURTHOUSE GROUNDS

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

Wendy J. Ho
County Clerk

Keith Schnarre
County Commissioner

DATE: 26 AUGUST 2003