

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 03

County of Boone

} ea.

In the County Commission of said county, on the

9<sup>th</sup>

day of December

20 03

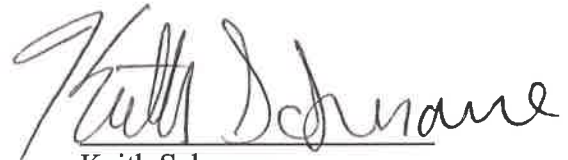
the following, among other proceedings, were had, viz:

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

DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
2901-91400: Proposition L Operation – New Vehicles	\$14,256.00	
2901-92400: Proposition L Operation – Replacement Vehicle		\$14,256.00


Said budget revision is for the purchase of a replacement vehicle for the Sheriff's Department.

Done this 9<sup>th</sup> day of December, 2003.

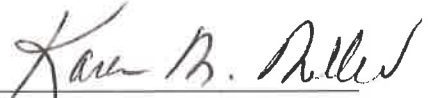


Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# REQUEST FOR BUDGET REVISION

## BOONE COUNTY, MISSOURI

11-5-03

EFFECTIVE DATE

**FOR AUDITORS USE**

544-2003

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Transfer From	Transfer To	
										Decrease	Increase	
2	9	0	1	9	1	4	0	0	Operations Prop L	New Vehciles	14,256.00	
2	9	0	1	9	2	4	0	0		Repl. Vehicles		14,256.00

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): See Attached

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year?  YES  NO  
 If not, please explain (use an attachment if necessary):

  
 \_\_\_\_\_  
 Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

  
 \_\_\_\_\_  
 Auditor's Office

  
 \_\_\_\_\_  
 PRESIDING COMMISSIONER

  
 \_\_\_\_\_  
 DISTRICT I COMMISSIONER

  
 \_\_\_\_\_  
 DISTRICT II COMMISSIONER

**BOONE COUNTY SHERIFF'S DEPARTMENT**

**INTER-OFFICE COMMUNICATION**

**TO:** June Pitchford  
**FROM:** T. P. Boehm *TP*  
**DATE:** 11/05/03 2:53 PM  
**SUBJECT:** Additional replacement vehicle

**RECEIVED**  
NOV 05 2003  
BOONE COUNTY AUDITOR

June, it has been brought to my attention that 2901, Operations Prop. L, has \$14,256.00 remaining in account number 2901-91400 (New vehicles) and \$3,230.00 in 2901-92400 (Replacement vehicles).

I would like to use these funds to purchase a Chevrolet Impala as an additional replacement vehicle. This would allow us to utilize a 2003 Ford Crown Vic. Police Interceptor currently used in a SRO position for a patrol vehicle and the Chevrolet in that non-emergency position.

We would like to replace VIN# 2FAFP71W0YX154177 a 2000 Ford Crown Vic. that has 81,000 miles with this vehicle.

The cost of a Chevrolet Impala is \$16,923.00, and these two accounts total \$17,486.00.

Attached is a budget revision. Please let us know when this has been approved so that we can have the contract process started along with the budget revision.

Thank you.

Nov. 24,

- Some type of Dealer -  
for putting bid out

} Talk to  
Marlene about  
dealers.

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
<b>Sheriff Law Enforcement Sales Tax</b>										
2901-91300	cage - (11)	3,971			3,971					
2901-91300	shotgun - (11)	5,104			5,104			5-5-2003	2,850	1,121
2901-91300	handgun - (11)	4,532			4,532			5-1-2003	3,815	1,269
2901-91300	light bars - (15)	11,250			11,250			5-29-2003	3,927	605
2901-91300	stop stick - (5)	2,710			2,710			1-30-2003, 5-1-2003	10,209	1,041
2901-91300	camera - mobile - (13)	54,899			54,899					2,710
2901-91300	camera - digital - (11)	6,050			6,050			7-31-2003	55,660	(761)
2901-91300	radio - mobile - (11)	23,793			23,793			4-9-2003	6,446	(386)
2901-91300	radio - portable - (11)	8,503			8,503			4-2, 5-12, 5-29-2003	15,673	7,920
2901-91300	smart siren - (added-purchased 6 on 4/2, 2 on 5/12, 3 on 5/25)	120,812		0	120,812		0	4-2, 5-12, 5-29-2003	9,106	(603)
<b>Total</b>		<b>120,812</b>		<b>0</b>	<b>120,812</b>		<b>0</b>		<b>118,633</b>	<b>(10,747)</b>
2901-91301	terminals - mobile data - (2)	10,300		0	10,300		0			10,300
<b>Total</b>		<b>10,300</b>		<b>0</b>	<b>10,300</b>		<b>0</b>		<b>0</b>	<b>10,300</b>
2901-91400	vehicle - (11)	230,835			230,835					
2901-91400	Budget Revision moving funds to 2901-92400		12-4-2003	(14,256)	216,579	9-22-2003	98,135	6-10-2003	117,444	14,256
<b>Total</b>		<b>230,835</b>		<b>(14,256)</b>	<b>216,579</b>		<b>98,135</b>		<b>117,444</b>	<b>(14,256)</b>
2901-92300	radio - mobile - (4)	8,652		0	8,652		0			8,652
<b>Total</b>		<b>8,652</b>		<b>0</b>	<b>8,652</b>		<b>0</b>		<b>0</b>	<b>8,652</b>
2901-92400	vehicle - (5)	104,925			104,925					
2901-92400	Budget Revision moving funds from 2901-91400		12-4-2003	14,256	119,181	9-22-2003	101,695			3,230
2901-92400	vehicle - (1) (added 12-4-2003)			14,256	14,256		101,695			14,256
<b>Total</b>		<b>104,925</b>		<b>14,256</b>	<b>119,181</b>		<b>101,695</b>		<b>0</b>	<b>0</b>
<b>Total Sheriff Law Enforcement Sales Tax</b>										
		<b>475,524</b>		<b>0</b>	<b>475,524</b>		<b>200,630</b>		<b>236,077</b>	<b>38,617</b>

12/4/2003

FY 2003  
Budget Amendments/Revisions  
Sheriff Operations - Law Enforcement Sales Tax (2901)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	1/3/2003	10510 86850	CERF-Employer Paid Contrib Contingency	943	943		Move budget for additional 4% CERF from Contingency to class 1
2	11/12/2003	92400 91400	Replacement Auto/Trucks Auto/Trucks	14,256	14,256		purchase additional replacement vehicle

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County of Boone

In the County Commission of said county, on the

9<sup>th</sup>

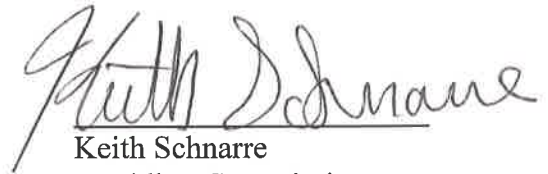
day of December

20 03

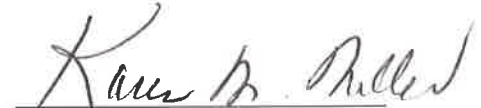
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby terminate the Proposal for Consultant Services with Trabue Hansen and Hinshaw for the Andrews Lane Storm Drainage Project pursuant to Section 10 of the General Consultant Services Agreement for 2003.

Done this 9<sup>th</sup> day of December, 2003.



Keith Schnarre  
Presiding Commissioner

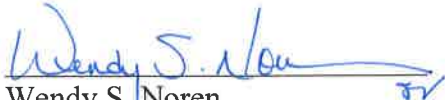


Karen M. Miller  
District I Commissioner



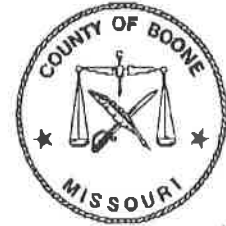
Skip Elkin  
District II Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission

# Boone County Public Works




## Memo

545-2003

**Date:** November 26, 2003

**To:** David Mink, Director of Public Works

**From:** David Nichols, Manager of Engineering Design and Construction 

**Subject:** Trabue, Hansen, and Hinshaw Agreement – Andrews Lane

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The Department recommends terminating the contract with Trabue, Hansen, and Hinshaw for the Andrews Lane Storm Drainage Project. A first reading of this recommendation has been set for Thursday, December 4, 2003 at 1:30 p.m. at the County Commission meeting.

The decision to terminate this contract does not reflect a lack of confidence in the firm's abilities, but is due to a change in how the Department will resolve the drainage issues related to Andrews Lane.

# Boone County Public Works



**David A. Nichols P.E.**  
Manager  
Engineering Design and Construction

5551 Highway 63 South  
Columbia MO 65201-9711  
Phone (573) 449-8515 ext. 236  
Fax (573) 875-1602  
E-mail: [dnichols@boonecountymo.org](mailto:dnichols@boonecountymo.org)

November 17, 2003

Mr. Tom Trabue  
Trabue, Hansen & Hinshaw, Inc.  
1901 Pennsylvania  
Columbia, MO 65202

Re: Andrews Lane Storm Drainage Contract

Dear Tom,

The County Commission has instructed the department to cancel the contract with your firm on the above referenced project. This decision does not reflect anything related to your firm's abilities, it is mainly a choice on how to resolve the drainage issues related to Andrews Lane. The department appreciates your assistance concerning this and your company's excellent service to the County. Please provide us a bill for any expenses you have incurred to date on this contract.

If you have any questions, please call me at 573-449-8515.

Sincerely,

  
David Nichols

Cc: Project File  
David Mink



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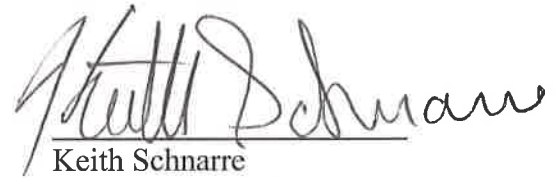
day of December

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 to sign the Assignment of Sight Distance Easement for the Liberty Lane Project.

Done this 9<sup>th</sup> day of December, 2003.

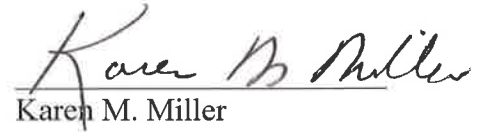


Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# Boone County Public Works

Wendy M. Lister, Right of Way Agent  
5551 Highway 63 South, Columbia MO 65201

E-mail: [wlist@boonecountymo.org](mailto:wlist@boonecountymo.org)  
Phone (573) 449-8515 Fax (573) 875-1602



546-2003

## Memo

**To: Keith Schnarre, Presiding Commissioner**  
**Karen Miller, Southern District Commissioner**  
**Skip Elkin, Northern District Commissioner**

**From: Wendy Lister, Right of Way Agent** 

**Date: December 1, 2003**

**cc: Shawna Victor, Deputy Clerk** ✓  
**David Mink, PE, Director of Public Works**  
**David Nichols, PE, D/C Manager**

**re: Assignment of Easement – Liberty Lane**

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### Liberty Lane:

MoDOT required a sight-distance easement as part of the permitting process to allow the relocation of the intersection of Route M and Liberty Lane. The easement was acquired in Boone County's name and now needs to be assigned to MoDOT. MoDOT approved the easement form and John Patton has prepared an Assignment. Please authorize the Presiding Commissioner to execute this Assignment on behalf of the County.

## ASSIGNMENT


For value received and the sum of ten dollars and other valuable consideration, the receipt of which is hereby acknowledged, Boone County, Missouri, a political subdivision of the state of Missouri, through its County Commission, (Assignor and Grantor for recording purposes) hereby grants, assigns, transfers, and quitclaims to the State of Missouri, acting by and through the Missouri Highways and Transportation Commission, (Assignee and Grantee for recording purposes) (Grantee mailing address: P.O. Box 718, Jefferson City, MO 65102), all right, title and interest in and to the following described Sight Distance Easement For Highway Purposes recorded at Book 2371, Page 147, Boone County records, pertaining to the following described real estate, to-wit:

Starting at a 5/8 inch iron pin with aluminum cap shown by the Family Transfer Survey recorded in Book 1692, page 160 of the Boone County, Missouri records as being the center of Section 17, Township 46 North, Range 12 West; thence N 71°53'22"W 268.58 feet to centerline station 242+19.76 of State Route M also being station 0+03.60 of the Centerline Description for the Liberty Lane Road Project described in Exhibit "A" of the surveyor's affidavit recorded in Book 2331, page 63 of the Boone County records; thence with the centerline of Route M 65.98 feet along a 572.83 foot-radius curve to the left, (non-tangent to the preceding course); thence N 33°32'48"W 30.00 feet to a point on the northwesterly right of way line for Route M and the Point of Beginning; thence with said right of way line 510.85 feet along a 542.83 foot-radius curve to the left, (non-tangent to the preceding course), to a point 30.00 feet left of centerline PT station 248+25.0; thence N 02°32'00"E 278.13 feet to a point 30.00 feet left of centerline station 251+02.96; thence leaving said right of way line S 19°49'27"W 750.78 feet to the point of beginning and containing 1.16 acres.


This Assignment to include all rights and interests recited in said easement including covenants made by the grantor for benefit of the grantee.

Dated this 9th day of December, 2003.

ATTEST:

  
Wendy S. Noren, County Clerk <sup>sv</sup>

BOONE COUNTY, MISSOURI  
Through Its County Commission

BY:   
(Keith Schnarre, Presiding Commissioner)

State of Missouri )  
 ) ss  
County of Boone )

On this 9th day of December, 2003, before me, a Notary Public in and for said state, personally appeared, Keith Schnarre, Presiding Commissioner of the County of Boone, state of Missouri, known to me to be the person who executed the within Assignment in behalf of said county and acknowledged to me that he was duly authorized to execute the within instrument and executed the same for the purposes therein stated.

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

*Shawna M. Victor*

Notary Public (Signature)

Shawna M. Victor

Print or type name of Notary Public

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

**ACCEPTANCE OF ASSIGNMENT**

The undersigned, on behalf of the Missouri Highway and Transportation Commission of the state of Missouri, hereby accepts assignment of the above described sight distance easement for highway purposes executed by the County of Boone through its County Commission.

ATTEST:

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

\_\_\_\_\_  
BY: \_\_\_\_\_

State of Missouri )  
 ) ss  
County of \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public in and for said state, personally appeared, \_\_\_\_\_, known to me to be a duly authorized representative of the Missouri Highways and Transportation Commission, who executed the within Acceptance in behalf of said Commission and acknowledged to me that the same was executed for the purposes therein stated.

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

\_\_\_\_\_  
Notary Public (Signature)

SEAL

\_\_\_\_\_  
Print or type name of Notary Public


My Commission Expires:



Recorded In Boone County, Missouri  
 Date and Time: 10/15/2003 at 11:36:52 AM  
 Instrument #: 2003042972 Book:02371 Page:0147  
 Grantor: RICHARDSON, ROY H TRUSTEE  
 Grantee: BOONE COUNTY COMMISSION

Instrument Type: ESMT  
 Recording Fee: \$30.00  
 No. of Pages: 3

*Bettie Johnson*  
 Bettie Johnson, Recorder of Deeds



**SIGHT DISTANCE EASEMENT FOR HIGHWAY PURPOSES**

THIS INDENTURE, made this 14<sup>th</sup> day of October, 2003, by and between **Roy H. Richardson, Trustee under the Roy H. Richardson Living Trust, dated 4/23/97, and any Amendments Thereto, and also Trustee under the Joyce F. Richardson Living Trust, dated 4/23/97, and any Amendments Thereto, herein Grantors**, of the County of Boone, state of Missouri, herein Grantors, and Boone County, Missouri, a political subdivision of the state of Missouri, acting by and through the Boone County Commission, herein Grantee. (Grantee mailing address: Boone County Commission, 801 E. Walnut, Rm. 245, Columbia, MO 65201).

WITNESSETH, that the said Grantors, in consideration of the sum of One dollar (\$1.00), to them paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto said Grantee, its successors and assigns, the following described permanent easement and interests in real estate in the County of Boone, State of Missouri, to wit:

See attached Exhibit A, page 3

AS A CONDITION to the conveyance of this easement, Grantors, their successors and assigns, agree to the following: This easement is for the use and benefit of the public to establish a clear zone for the free, unobstructed view to and from Liberty Lane for an entrance located at the intersection of State Route M. The subject property will be used for growth of crops and vegetation only and then only to the extent that will not impede sight distance at the intersection of Liberty Lane and State Route M. If crops or vegetation is harvested, there shall be no storing, piling, stacking, or other obstacles to vision within this easement which interferes with the view of traffic along Liberty Lane and State Route M.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto said Grantee, its successors and assigns; the said Grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises from which permanent easement is herein conveyed; that they have good right to convey the same.

IN WITNESS WHEREOF, the said Grantors have executed the above the day and year first above written.

*Roy H. Richardson*  
\_\_\_\_\_  
Roy H. Richardson,

Trustee under the Roy H. Richardson Trust  
dated 4/23/97 and Trustee under the Joyce F.  
Richardson Trust dated 4/23/97

STATE OF MISSOURI            }  
  } SS  
COUNTY OF BOONE            }

On this 14<sup>th</sup> day of October, 2003 before me personally appeared Roy H. Richardson to me known to be the trustee of the Roy H. Richardson Living Trust, Dated 4/23/97, and any Amendments Thereto, and the Joyce F. Richardson Living Trust, Dated 4/23/97, and any Amendments Thereto, described in and who executed the foregoing easement, and they acknowledged to me that they were duly authorized to execute the foregoing easement on behalf of said trusts for the purposes therein stated.

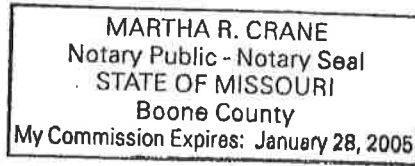
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of Boone, State of Missouri, the day and year first above written.

(SEAL)

*Martha R. Crane*  
\_\_\_\_\_  
MARTHA R. CRANE, Notary Public

My term expires:

*01-28-05*



## Description for Sight Distance Easement for Richardson (Liberty Lane)

Starting at a 5/8 inch iron pin with aluminum cap shown by the Family Transfer Survey recorded in Book 1692, page 160 of the Boone County, Missouri records as being the center of Section 17, Township 46 North, Range 12 West; thence N 71°53'22"W 268.58 feet to centerline station 242+19.76 of State Route M also being station 0+03.60 of the Centerline Description for the Liberty Lane Road Project described in Exhibit "A" of the surveyor's affidavit recorded in Book 2331, page 63 of the Boone County records; thence with the centerline of Route M 65.98 feet along a 572.83 foot-radius curve to the left, (non-tangent to the preceding course); thence N 33°32'48"W 30.00 feet to a point on the northwesterly right of way line for Route M and the Point of Beginning; thence with said right of way line 510.85 feet along a 542.83 foot-radius curve to the left, (non-tangent to the preceding course), to a point 30.00 feet left of centerline PT station 248+25.0; thence N 02°32'00"E 278.13 feet to a point 30.00 feet left of centerline station 251+02.96; thence leaving said right of way line S 19°49'27"W 750.78 feet to the point of beginning and containing 1.16 acres.

Page 3

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County of Boone

In the County Commission of said county, on the

9<sup>th</sup>


day of December

20 03

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

Now on this day the County Commission of the County of Boone does hereby renew the Wastewater Operations and Maintenance Agreement between the Boone County Regional Sewer District and Boone County Public Works per the Boone County Regional Sewer District 2004 personnel and equipment rates.

Done this 9<sup>th</sup> day of December, 2003.

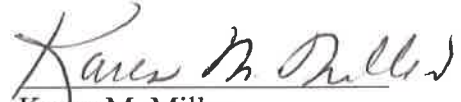


Keith Schnarre  
Presiding Commissioner

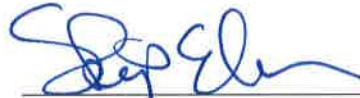
ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner



**WASTEWATER OPERATIONS AND MAINTENANCE AGREEMENT**

**THIS AGREEMENT** dated the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the County of Boone, Missouri, a political subdivision of the State of Missouri, herein "County," and Boone County Regional Sewer District, a sewer district organized pursuant to the provisions of Chapter 204 RSMo, herein "District."

**WITNESSETH:**

**WHEREAS**, County desires to enter into an agreement with the District under which District will provide for the operation and maintenance of the County wastewater treatment facility consisting of a single cell lagoon located at the Boone County Public Works (BCPW) Department Building together with necessary testing and regulatory compliance and emergency services for system collection lines.

**WHEREAS**, District is agreeable to provide the above services in accordance with the terms and conditions set forth in this agreement; and

**WHEREAS**, both parties are empowered to contract for the common services provided for herein and desire to memorialize their agreement.

**NOW, THEREFORE**, in consideration of the performance of the mutual agreements and promises hereinafter contained, the parties agree to the following:

1. **DISTRICT SERVICES:** District agrees to provide the following services to County under the terms and conditions of this agreement:

1.1 ***Wastewater Treatment Facility Operation and Maintenance*** - District agrees to operate and maintain the County Wastewater Treatment Facility consisting of a single cell lagoon. Operation and maintenance services shall include the following:

- (a) Provide routine weekly visits from April 1 to October 31 to ensure correct dosage of chlorine;
- (b) Provide chlorine tablets;
- (c) Conduct and record weekly Total Residual Chlorine (TRC) tests;
- (d) Report results of weekly TRC sampling and testing to BCPW on a monthly basis;
- (e) Measure Dissolved Oxygen and pH weekly from April 1 to October 31 and monthly from November 1 to May 31;
- (f) Provide routine monthly visits from November 1 to May 31;
- (g) Obtain a monthly wastewater sample;
- (h) Analyze monthly sample for flow and fecal coliform for the months of April through October;
- (i) Report results of monthly sampling to BCPW;
- (j) Provide the Missouri Department of Natural Resources with the Annual Monitoring Report, which will include Biochemical Oxygen Demand, Total Suspended Solids, pH, Flow, Fecal Coliform, and Total Residual Chlorine;
- (k) Forward copies of Annual Monitoring Reports to the BCPW Department; and
- (l) Provide required sample testing of lagoon when lagoon is discharging in accordance with 2003 District Labor, Equipment and Laboratory Testing rate schedule and file necessary reports and maintain necessary records required by the Department of Natural Resources and other regulatory agencies.

1.2 *Limitations of Services and Emergency Services* - The parties understand and agree that District assumes no liability or responsibility for the upkeep, maintenance or repair of

any collection lines or other facilities not specifically mentioned in paragraph 1.1 above; the parties agree that as between the parties, the liability for claims of damages resulting from malfunction, disrepair or lack of maintenance of County's sanitary sewer facilities not directly attributable to District activities performed under this agreement shall be the sole responsibility of County and shall be subject to County's indemnification of District as provided in paragraph 7 of this agreement. District agrees to provide emergency repair services as needed on lagoon on a time and material basis to the extent District personnel can be made available to perform such services without disrupting scheduled work and emergency services required for normal District operations and customer service. It is understood and agreed that District may subcontract any or all of such work at the expense of the County.

1.3 ***Other Work*** - District agrees to provide other work not described above as is necessary to operate and maintain the County sewage treatment facility on a time and material basis or by subcontract to the extent District personnel are available to perform such work in the sole judgement of the District Manager and to the extent County agrees to pay for such work by written agreement or confirmation or by other means of confirmation or ratification acceptable to the parties.

2. **COMPENSATION:** In exchange for District's performance of services outlined in paragraph 1 above, County agrees to pay District compensation as follows:

2.1 ***Compensation for Operation and Maintenance Services*** - County agrees to pay District a lump sum of \$210.00 per month for operation and maintenance services as described in 1.1 above. Any other work performed by District not described in 1.1, such as equipment repairs and replacements, upgrades and improvements shall be performed on a time and material basis with labor and equipment rates provided by District and paid in accordance with the

attached 2004 Labor and Equipment Rates which are made a part of this agreement by reference.

All labor performed constituting over-time shall be paid at a rate of 1 ½ time the hourly rate specified. All materials and equipment purchased and subcontracts let by District for the County wastewater facility and equipment shall be billed to County at direct cost.

2.2 ***Emergency Services*** - Emergency operations and maintenance services performed by District shall be billed and payable on a time and materials basis, with District labor and material paid in accordance with the attached 2004 rate schedule for labor and equipment. Any material or equipment and subcontract work required for emergency services for repair and replacement of the County wastewater facility and equipment shall be billed to and paid by County at direct cost. County and District agree that County may contract for any such emergency services it deems appropriate; District assumes no responsibility or liability for emergency services provided by personnel other than District's personnel unless District contracts for such services.

3. **RECORDS:** District agrees to maintain written records of all services, activities, analyses, repairs, reports and other materials compiled by it for or in connection with performance of the terms and conditions of this agreement. All such records shall be made available to County upon advance notice and request for inspection and copying for the use and information of County.

4. **REGULATORY COMPLIANCE:** District agrees to provide all testing services necessary for determination of compliance with the terms and conditions of County's National Pollution Discharge Elimination System (NPDES) permit associated with the lagoon, except that District shall not be responsible for non-compliance with such permit for reasons outside of

District's performance of its obligations under this agreement, such as non-compliance due to degeneration of or damage to materials and equipment from normal wear and tear or other cause beyond the control of District, design errors and omissions in the facilities and other conditions which were not or are not within the control of District. District agrees only to provide required sampling, testing, analysis and reporting to satisfy the terms and conditions of the NPDES permit associated with the lagoon. Any remedial work made necessary due to noncompliance with the requirements of such permit shall be either contracted for by County without participation of the District or performed or subcontracted by the District on a time and materials or direct cost basis. All such remedial work shall be performed only at the direction of County; District assumes no responsibility for performance of remedial work after reporting the necessity of such remedial measures to County unless or until so directed by County.

5. **SUBCONTRACTS:** It is agreed District may contract or subcontract with any persons, firms, corporations, partnerships, political subdivisions or other organizations to carry out its responsibilities under this agreement and that County may, upon notification to District, contract with any persons, firms, corporations, partnerships, political subdivisions or other organizations for performance of any work to be performed by District under this agreement, other than operations and maintenance services provided to County for the monthly lump sum amount specified herein.

6. **INSURANCE:** County agrees it shall purchase or maintain existing comprehensive general liability insurance at its own expense naming both County and the District as insureds; such insurance shall be in such amounts as are mutually agreed upon by County and District. County agrees to provide written evidence of such insurance to District

within five days advance written notice by District.

7. **INDEMNITY:** District agrees that it shall indemnify, defend and hold County harmless from any and all liability, damage, expense, cause of action, claim, suit or judgment arising from injury or damage to persons or property directly or indirectly caused by or arising from any acts or omissions of District, its subcontractors, agents or employees in relation to District's obligations under this agreement to the extent that such liability, damage, expense, claim, suit or judgment is not covered by insurance. County agrees it shall indemnify, defend and hold District harmless from any and all liability, damage, expense, cause of action, claim or judgment arising from injury or damage to persons or property, directly or indirectly caused by or arising from any acts or omissions of County, its subcontractors, agents or employees, in relation to County's obligations under this agreement, to the extent such liability, damage, expense, cause of action, claim, suit or judgment is not covered by insurance.

8. **TERM OF AGREEMENT AND RENEWAL:** This agreement shall be for a term of one year beginning January 1, 2004 and ending December 31, 2004, and may be renewed for additional one year terms by mutual agreement of the parties; provided, however, that the parties to this agreement may renegotiate any additional terms, duties, responsibilities or compensation amounts for any renewal term. In the event this agreement is not renewed upon the expiration of any one-year term, the agreement shall continue on a month-to-month basis under the same terms and conditions contained in this agreement or the then current agreement, unless notice of termination is given as specified below.

9. **TERMINATION:** This agreement may be terminated by either party by providing written notice to the non-terminating party at least thirty days prior to the end of the initial term of this agreement or any renewal term or for material breach of any term or condition of this agreement; otherwise, this agreement may be terminated for any reason upon one party giving the other party at least ninety (90) days advance written notice of termination.

10. **ENTIRE AGREEMENT AND MODIFICATION:** This agreement is the entire agreement between the parties and supercedes and cancels any and all prior agreements, negotiations, understandings, whether verbal or written in form, which predate this agreement. This agreement may be modified by written amendment signed by both parties hereto; no oral modification of this agreement shall be enforceable unless and until such modification is confirmed in writing and signed by authorized representatives for each party to this agreement who obtain such authorization by ordinance or official resolution of the governmental entity which they represent.

11. **BINDING EFFECT:** This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns and no benefit or obligation of any term or condition of this agreement may be assigned or delegated except as specifically authorized herein.

12. **AUTHORITY OF SIGNATORIES:** The persons signing this agreement hereby represent that they are duly authorized to enter into this agreement and have taken all procedural measures required by law to bind the governmental entities which are parties to this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as of the date first above written.

COUNTY OF BOONE

BOONE COUNTY REGIONAL  
SEWER DISTRICT

By: \_\_\_\_\_  
Keith Schnarre, Presiding Commissioner

By: \_\_\_\_\_  
Richard Bock, Chairman

ATTEST:

ATTEST:

\_\_\_\_\_  
Wendy Noren, County Clerk

\_\_\_\_\_  
Debbie Schnedler, Secretary

**CERTIFICATION:**

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

Janice C. Petelak     12/3/03  
Auditor     *hjs*     Date



**BOONE COUNTY REGIONAL SEWER DISTRICT  
2004 LABOR AND EQUIPMENT RATES**

	<b>LABOR</b>	<b>RATE</b>	<b>UNIT</b>
SUPERINTENDENT		\$ 33.00	hour
FOREMAN		\$ 25.25	hour
OPERATOR I		\$ 20.85	hour
OPERATOR II		\$ 23.05	hour
EQUIPMENT OPERATOR I		\$ 19.80	hour
EQUIPMENT OPERATOR II		\$ 20.85	hour
LABORER		\$ 16.50	hour

OVERTIME RATES FOR LABOR ARE 1.5 TIMES RATE SHOWN.

	<b>EQUIPMENT</b>		
VEHICLE - 1/2 TON SERVICE TRUCK		\$ 26.00	hour
VEHICLE - 1 TON 4WD FLATBED WITH CRANE/HOIST BED		\$ 31.20	hour
VEHICLE - DUMP TRUCK		\$ 104.00	hour
VACUUM TANK TRUCK (2,000 GALLON CAPACITY)		\$ 442.00	load
SEWER JET/ROOT CUTTING TOOL		\$ 104.00	hour
CENTRIFUGAL PUMP 6" w/suction/discharge hoses		\$ 41.60	hour
CENTRIFUGAL PUMP 3"		\$ 26.00	hour
CENTRIFUGAL PUMP 2"		\$ 20.80	hour
CENTRIFUGAL PUMP 1.5"		\$ 20.80	hour
DIAPHRAGM PUMP 3"		\$ 31.20	hour
1.5, 2.0 OR 3" SUCTION HOSE 20' SECTION		\$ 10.40	hour
1.5, 2.0 OR 3" DISCHARGE HOSE 20' SECTION		\$ 10.40	hour
BACKHOE/TRAILER		\$ 182.00	hour
UTILITY TRACTOR/TRAILER/MOWER/BLADE		\$ 104.00	hour
PORTABLE GENERATOR 8HP		\$ 31.20	hour
TRIPLE GAS DETECTOR		\$ 25.00	hour
SMOKE BLOWER		\$ 26.00	hour
SMOKE BOMBS " 3 MINUTE "		\$ 20.80	each
VENTILATION BLOWER PORTABLE		\$ 15.60	hour
SAFETY TRIPOD/WINCHER/HARNESS		\$ 15.60	hour
CUTALL SAW 14" GAS POWERED		\$ 31.20	hour
CHAINSAW 18' GAS POWERED		\$ 31.20	hour

	<b>LABORATORY TESTING</b>		
BOD5		\$ 41.60	each
NFR		\$ 26.00	each
pH		\$ 10.40	each
FECAL COLIFORM		\$ 46.80	each
NO DISCHARGE REPORT		\$ 20.80	each

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 03

County of Boone

In the County Commission of said county, on the

9<sup>th</sup>

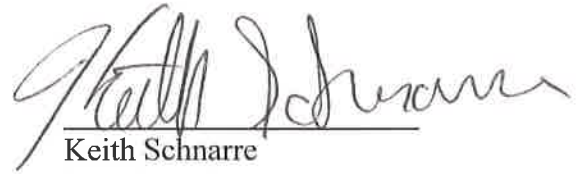
day of December

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 Change Order #1 for Chip and Seal Application with Frech Paving Company for \$47,318.30. It is further ordered that the Presiding Commissioner be hereby authorized to sign said change order.

Done this 9<sup>th</sup> day of December, 2003.

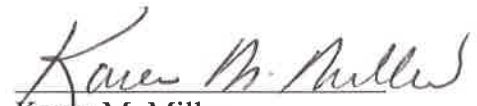


Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**BOONE COUNTY DEPARTMENT OF PUBLIC WORKS  
DESIGN AND CONSTRUCTION DIVISION**

Change Order No.: One (1)

Job No.: M.O. C & S 2003

Date: 11-24-03

Project Location: **Chip & Seal Application**

Contractor: **Frech Paving Co.**

548-2003

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes: Additional funding required for as-built quantities. No additional roads were added to contract.

**CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:**

I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

**Contract Amount:** Add to the Contract Amount a total of

Forty-Seven Thousand Three Hundred Eighteen Dollars and 30/100

\$ 47,318.30

CONTRACTOR - Frech Paving Co.

SIGNATURE Louis E. Frech

DATE 11/26/03

Recommended by: Project Manager

Approved by Director DWM

SIGNATURE [Signature]

DATE 11/24/03

Accepted by: Boone County

SIGNATURE [Signature]

DATE 9 December 2003

VERIFICATION: that this contract is within the scope of the appropriation to which it is charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.  
 [Signature] Auditor Date

**STATEMENT OF CONTRACT AMOUNT:**

ORIGINAL CONTRACT AMOUNT	\$	86,223.32
PREVIOUS ADDITIONS	\$	0.00
TOTAL	\$	86,223.32
PREVIOUS DEDUCTIONS	\$	0.00
NET PRIOR TO THIS CHANGE	\$	86,223.32
AMOUNT OF THIS CHANGE <input checked="" type="checkbox"/> ADD <input type="checkbox"/> DEDUCT	\$	47,318.30
<b>CONTRACT AMOUNT TO DATE</b>	<b>\$</b>	<b>133,541.62</b>

## 2003 CHIP SEAL

BID / ESTIMATE				ACTUAL / AS BUILT					
ROAD NAME	WIDTH	LENGTH	SQUARE YARDS	WIDTH	LENGTH	SQUARE YARDS	CUL-DE-SAC SQUARE YARDS	TOTAL SQUARE YARDS	OVER/ UNDER SQUARE YARDS
<b>Double Limestone Coat over Gravel Road</b>									
East Parks Lane	20	1,003	4,458	20	1087	4742		4,742	284
Richardson Acres - Flamingo Drive	22	2,693	13,166	24	2712	7,232	528	15,516	
Richardson Acres - Flamingo Court	22	950	4,644	24	757	2,019	411	4,859	
Richardson Acres - Honesty Court	22	686	3,354	24	576	1,536	369	3,809	
			21,164					24,155	3,000
Lawrence Drive	22	1,426	6,972	23	1169	5,975	1,215	7,190	
Martin	22	581	2,840	26	444	2,565	826	3,391	
			9,812					11,881	2,069
<b>Single Application Iron Mountain Chip</b>									
Richland Road - City Limit to Bridge	22	3,800	8,800	23.75	3588	9,468		9,468	
Richland Road - End New Improvement to Rangeline	22	9,178	22,435	22.75	9267	23,425		23,425	
			31,235					32,893	1,658
Tomlin Hill Road - Hwy 163 to Barry Road		1,742	10,325	22	6718	16,422		16,422	
Tomlin Hill Road - Barry Road to Fox Lane		2,534							
Tomlin Hill Road - Fox Lane to Cheavens Road		2,323							
Cedar Tree Lane - State Hwy M to Jemmerson Creek	22	5,069	12,391	24	5200	13,867		14,013	
Cedar Tree Lane - Jemmerson Creek to Batye	22	1,058		0	0	0		0	
								14,013	
Angel Lane	22	6,758	16,520	22.75	6700	16,936		16,936	
<b>Total Square Yards - Limestone Chip (Double Application)</b>				40,618	\$ 1.45	\$ 58,896.10			
<b>Total Square Yards - Iron Mountain Chip</b>				80,264	\$ 0.93	\$ 74,645.52			
<b>TOTAL AS BUILT CONSTRUCTION COST</b>						<b>\$ 133,541.62</b>			
<b>BUDGET</b>				\$ 104,250.00					
<b>CITY OF ASHLAND COST SHARE</b>				\$ 9,507.00					
<b>PRIVATE PAY CHIP &amp; SEAL</b>				\$ 31,710.00					
<b>TOTAL REVENUE</b>				\$ 145,467.00					
<b>INITIAL CONTRACT TO FRECH PAVING</b>				\$ 86,223.32					
<b>CHANGE ORDER # 1</b>				\$ 47,318.30					
<b>TOTAL CONTRACT TO FRECH PAVING</b>				\$ 133,541.62					

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 2003

County of Boone

In the County Commission of said county, on the

9<sup>th</sup>

day of December

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 a closed session on Thursday, December 11, 2003 at 1:00 p.m. The meeting will be held in the Commission Chambers of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021(2) RSMo to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore.

Done this 9<sup>th</sup> day of December 2003.

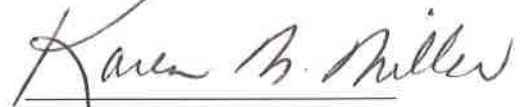
ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Keith Schnarre  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner