

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

November Session of the October Adjourned Term. 20 04

County of Boone

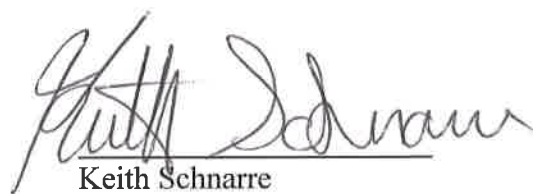
In the County Commission of said county, on the

18<sup>th</sup> day of November 20 04

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

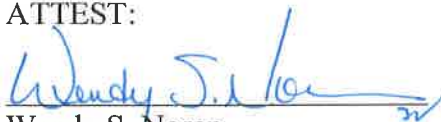
Now on this day the County Commission of the County of Boone does hereby approve the agreement with CarteGraph Systems. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 18<sup>th</sup> day of November, 2004.



Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission

absent

Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



601 E. Walnut, Room 208  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

484-2004

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: November 15, 2004  
RE: CarteGraph Agreement

Attached is an agreement with CarteGraph Systems of Dubuque, Iowa for on-site training and technical support for the asset management software that was purchased in 2002 with sole source request 12-123102 located in the Public Work's department.

Total cost of contract is \$8000 from department 2040 – PW Maintenance Operations, account 71100 – Outside Services. There is a remaining balance of \$82,000 in the account at the time of this writing.

ATTACHMENT: Professional Services Agreement

cc: Jane Morris, Public Works





**CartêGraph**

Boone County, Missouri

Software and Services Agreement C0411001

with CartêGraph Systems, Inc.

CartêGraph Systems, Inc. | 3600 Digital Drive | Dubuque, Iowa 52003  
800.688.2656 | 563.556.8120  
[www.cartegraph.com](http://www.cartegraph.com)

## Table of Contents

Services Agreement .....	1
Scope Of Project .....	1
Project Assumptions .....	2
Boone County Responsibilities.....	2
Professional Service Fees .....	3
Payment Terms and Conditions .....	4
General Terms.....	4

## Services Agreement

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THIS AGREEMENT is made and entered into between Boone County, hereinafter referred to as "Boone County," or "Licensee" whose address is Boone County, 5555 HWY 63 North, Columbia, MO 65201-7731, and CartêGraph Systems, Inc. 3600 Digital Drive, Dubuque, Iowa 52003, hereinafter referred to as "CartêGraph."

### Scope Of Project

#### Professional Services

CartêGraph shall provide the following Professional Services to implement and deploy the CartêGraph asset management software product(s) listed below and purchased through prior agreement.

STORMview	PAVEMENTview Plus	XYZlink
MAPdirector for ArcGIS	SIGNview	WORKdirector

CartêGraph shall be responsible for the timely performance of all Professional Services and warrants that all professional and technical services provided to Boone County pursuant to this Agreement shall be of good and workmanlike quality and will meet or exceed standards of similar professional services within the industry. CartêGraph makes no further warranty, representation or promise not expressly set forth in this Agreement.

- 1) **On-Site Mentoring.** CartêGraph will provide a four-day on-site consultation and mentoring service package focused on Boone County workflow and business requirements and will provide over-the-shoulder process, procedure, and applications assistance to Boone County staff at Boone County workstations utilizing the Boone County's forms, filters, reports, and database as a method to reinforce CartêGraph functionality as it relates to Boone County daily activities and processes. These services are more particularly described as:
  - a) Review business process requirements for work management and provide recommendations on using PAVEMENTview, SIGNview, and STORMview asset association and WORKdirector to accomplish Boone County objectives.
  - b) Modify Boone County PAVEMENTview, SIGNview, STORMview, and WORKdirector forms, filters, and reports as able within the four-day on-site consultation package to meet the workflow and business requirements of Boone County. Provide a knowledge transfer as able within the four-day on-site consultation package to allow Boone County maintain and perform future form, filter, and report modifications.
  - c) CartêGraph will provide training through the CartêGraph training database, "Carteville", and Boone County's database utilizing any customized forms, filters, and reports determined to be appropriate. Boone County will provide facilities and any equipment required for the training, including server and client computers as necessary. These services are more particularly described as:
    - i) Training for Navigator, STORMview, PAVEMENTview, SIGNview, MAPdirector for ArcGIS, and WORKdirector
    - ii) CartêGraph will consult with Boone County prior to developing the training agenda. Boone County will approve training agendas prior to training delivery.
  - d) CartêGraph will set-up replication of Boone County's database on one (1) laptop as designated by Boone County and will create and run scenarios with Boone County personnel to provide replication knowledge transfer. Replication services include:
    - i) Enable Primary Server for Publishing and distribution.
    - ii) Create Publication from Server database.
    - iii) Create Push subscription to server.
    - iv) Test Initial Push subscription.
    - v) Create subscriptions to other servers or MSDE clients.
  - e) Boone County and CartêGraph will construct and approve an agenda prior to delivery of on-site Professional Services.

### Project Assumptions

Professional Services are based on the following assumptions:

- 1) Onsite Professional Services shall be delivered at the facilities listed below.

Main Office:	Boone County Highway 63 South Columbia, MO 65201-7731
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- 2) Professional Services are CartêGraph's best estimates or fixed fee quotations (see Professional Service Fee Table) based on projects of similar size and scope and on Boone County's assumption of designated responsibilities.
- 3) A Project Work Plan including project start date and delivery of Professional Services will be mutually agreed upon and provided within 14 days from contract signing.
- 4) The length of the Project Work Plan may not reflect the length of full product deployment. Deployment completion is a customer-driven initiative based on resource allocation and/or organizational requirements.

### Boone County Responsibilities

Boone County accepts responsibility for all aspects of project planning, management and execution not specifically described under the "Scope of Project". On-going management of the day-to-day allocation of Boone County resources, and management of Boone County project tasks is the responsibility of Boone County. Boone County will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the CartêGraph obligations listed under the "Scope of Project" section, Boone County understands that it is vital to the success of the project that Boone County provides assistance in the following matters:

- 1) For those services listed under "Scope of Project", CartêGraph personnel will conduct information gathering and evaluation sessions with various Boone County users and management. While CartêGraph respects the time and workload of Boone County staff, dedicated time on the part of the appropriate Boone County resources is necessary to complete these exercises.
- 2) The database replication process requires the assistance of Boone County personnel and suitable access to hardware and systems (e.g., security clearance). Boone County is required to supervise the replication process while systems are accessible to CartêGraph.
- 3) Boone County understands that the successful performance of Professional Services depends upon Boone County fulfilling its responsibilities. The Project assumes that Boone County will provide all personnel required to achieve a successful implementation.
- 4) Boone County shall install and network it's own hardware and communications and it is assumed all hardware, both clients and servers, will be installed and operating in a manner that delivery and execution of CartêGraph Professional Services will not be impeded.
- 5) Boone County will stage and maintain all PC clients with CartêGraph's most current version of the appropriate application(s) prior to commencement of CartêGraph's on-site Professional Services.
- 6) Boone County will provide Internet access and personnel support as required.

**Professional Service Fees**

Boone County will compensate CartêGraph for the services provided pursuant to this Agreement, plus Reimbursable Expenses in accordance with the following schedule.

<b>COST DETAIL</b>				
<b>PROFESSIONAL SERVICE FEES:</b>				
	<b>Rates</b>	<b>Units</b>		
Implementation Services include as described:				
On-Site Mentoring	\$2,000.00	4	Days	\$8,000.00
<b>TOTAL PROFESSIONAL SERVICE FEES<sup>1</sup></b>				<b>\$8,000.00</b>
<b>PROJECT GRAND TOTAL</b>				<b>\$8,000.00</b>

**Additional Services.** Fees quoted for specific services represent CartêGraph's best estimate or fixed fee quotation. In the event it becomes apparent to CartêGraph that fees quoted in the Agreement will be exceeded due to unforeseen issues or complications or due to any changes in the scope of services required, CartêGraph will notify Boone County prior to exceeding the approved engagement estimate.

CartêGraph will also provide such additional professional services, including consultation services, customization, data conversion, integration services and training sessions, as may be requested by Boone County.

In either event, such services shall require advanced written quotation from CartêGraph and approval from Boone County.

<sup>1</sup> Travel Expenses for a four-day on-site visit are included.



## Payment Terms and Conditions

In consideration for the Services and Products provided by **CartêGraph** to **Boone County**, **Boone County** agrees to pay **CartêGraph** Professional Service Fees in U.S. Dollars as described below:

- 1) Delivery and Invoicing.
  - a) **Professional Services** shall be scheduled and delivered upon acceptance of this Agreement in accordance with the Project Work Plan.
    - (1) Invoicing occurs monthly for all Professional Services as they are incurred on the project. Interim billings on fixed fee costs will be invoiced as incurred.
- 2) Payment Terms. All payments are due Net 30 days from date of invoice.
- 3) Reimbursable Expenses. All travel and out-of-pocket expenses associated with delivery of Professional Services will be billed to **Boone County**. All travel requires **Boone County** approval prior to scheduling. Invoicing occurs monthly for all Reimbursable Expenses as they are incurred on the project. If it appears that **CartêGraph** fees will exceed the estimated amount, **CartêGraph** will receive written approval from **Boone County** prior to incurring additional charges.

## General Terms

This Agreement takes precedence over all attachments in the event of conflicting terms and conditions.

**CartêGraph's** liability for its failure to perform under this Agreement shall be limited to the fee paid under this Agreement. Neither party may bring any action arising out of this Agreement, regardless of form, more than one year after the cause of the action has occurred, except that an action for non-payment may be brought at any time.

The terms and conditions of any and all Exhibits and Attachments to this Agreement are incorporated herein by this reference and shall constitute part of this Agreement as if fully set forth herein. Article and Section headings used herein are for reference purposes only and shall not be deemed a part of this Agreement. This Agreement, together with all Exhibits and Attachments hereto, constitute the entire Agreement between the parties and supercedes all previous Agreements including promises and representations, whether written or oral, between the parties with respect to the subject matter hereof.

Service Warranty Period. The Warranty period for Professional Services components covered under this Agreement will begin on the date of acceptance of this Agreement and will terminate 90 days of first productive use of Software listed in this Agreement.

Relationship of the Parties. **CartêGraph** and **Boone County** are independent of each other. This Agreement does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. **CartêGraph** is an independent contractor, customarily engaged in the performance of similar services for other parties.

Severability. The terms and conditions of this Agreement are severable. If any term or condition of this Agreement or the application thereof to any person or circumstances is held invalid, this invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application.

Transfer of Agreement. **CartêGraph** shall not transfer or assign any of its rights or obligations under the agreement to any other party without the prior written consent of **Boone County**, which consent may not be unreasonably withheld.

Notices. All notices or communications required or permitted as a part of this agreement shall be in writing and shall be delivered at the address set forth in this Agreement.

Attorney's Fees/Legal Proceedings. In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals and other relief to which that party may be entitled. This contract shall be construed in accordance with the laws of the Missouri of Missouri Venue for any legal proceedings shall be in Boone County, Missouri.

The parties, each acting under due and proper authority, have executed this Agreement as of the day, month and year written below:

Accepted by Boone County, Missouri

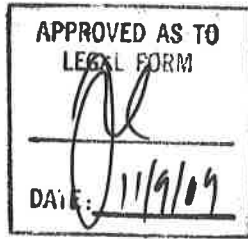
Accepted by CartêGraph Systems, Inc.:

Keith Schware  
Name Title PRESIDING COMMISSIONER

Mark Weber Chief Financial Officer

18 NOVEMBER 2004  
Date

Date



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

Jane C. Pritchard 11/2/04  
Auditor by ke Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned Term. 20 04

County of Boone

In the County Commission of said county, on the

18<sup>th</sup> day of November 20 04

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

Now on this day the County Commission of the County of Boone does hereby approve SI-3000 Software Support Agreement Renewal with Information Technology Solutions, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said renewal.

Done this 18<sup>th</sup> day of November, 2004.



Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission

absent

Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



601 E. Walnut, Rm. 208  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

485-2004

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: November 15, 2004  
RE: SI-3000 System (Mugshot) Maintenance Agreement

Attached is a Software Support Agreement Renewal with I/TX Information Technology Solutions, Inc. for the Mugshot SI-3000 System software located in the Sheriff's Department. This system was originally purchased in 1994 and re-negotiated in 1999 for Y2K compliance. The agreement insures critical upgrades and online technical support for the mugshot system.

This maintenance agreement is sole source (sole source #29-123103). I/TX is the only vendor that can maintain this software.

This maintenance agreement is for the period December 1, 2004 through November 30, 2005. Total price for contract term is \$6,893.14 to be paid out of department 2902 Corrections – LE Sales Tax, account 70050 Software Service Contract.

ATTACHMENT: Maintenance Services Agreement  
Sole Source Approval

cc: Contract File  
Captain Braun, Sheriff Department  
Michael Mallicoat, IT Department



## SI-3000 SYSTEM

### SOFTWARE SUPPORT AGREEMENT RENEWAL

485-2004

THIS AGREEMENT made this day of December 1, 2004 is by and between *information technology solutions, inc.*, an Iowa corporation ("*i/t*") And **Boone Co. Sheriff's Dept**, a jurisdiction organized under the laws of the state of, Missouri, hereinafter referred to as "JURISDICTION".

#### 1. DEFINITIONS.

The following terms as defined below are used throughout this AGREEMENT:

- (a) "UPDATES": Any revised and/or corrected versions of SI-3000 provided under this AGREEMENT;
- (b) "UPGRADES": Any enhanced and/or improved versions of SI-3000 provided under this AGREEMENT and released after the execution of this AGREEMENT.
- (c) "LICENSED SOFTWARE": SI-3000 provided under this AGREEMENT. LICENSED SOFTWARE shall not include any operating systems such as DOS, Windows, Novell, Banyan Vines Local Area Networks, Wide Area Networks, PC Support, RUMBA or any other operating systems or related software.
- (d) "DOCUMENTATION": Specifications for the Licensed Software, pre-installation instruction documents, user manuals and other written or electronic instructions (such as product bulletins) related to the use of the LICENSED SOFTWARE.
- (e) "SMA": The *i/t* Software Maintenance Agreement

#### 1. Coverage

Subject to the terms of this Software Maintenance Agreement (hereinafter "SMA"), *i/t* provide support services as described in Section 2 (the "Support Services") to JURISDICTION for the SI-3000 LICENSED SOFTWARE

If *i/t* elects to make Updates or Upgrades to the LICENSED SOFTWARE, such Updates or Upgrades shall be provided solely in accordance with the SMA. Absent such SMA, *i/t* shall have no obligation to provide JURISDICTION with available Updates or Upgrades to the LICENSED SOFTWARE.

#### 2. SUPPORT SERVICES SUPPORT SERVICES include:

- (a) "STANDARD SUPPORT SERVICES", which consist of consultations, assistance and similar SUPPORT SERVICES by telephone in connection with the use and operation of the Licensed Software;
- (b) "ANNUAL MAINTENANCE", which includes providing to JURISDICTION Updates and Upgrades to the LICENSED SOFTWARE that *i/t* in its discretion makes available and new and/or revised versions of the applicable operator's guides;

(c) "PERSONNEL TRAINING SERVICES" are provided by *i/t*<sup>x</sup> via dial up for JURISDICTION's personnel to learn and understand the LICENSED SOFTWARE; and

(d) "PROGRAMMING SERVICES", which includes programming analysis at *i/t*<sup>x</sup>'s facility or other location selected by *i/t*<sup>x</sup>, including JURISDICTION's facility.

Associated costs for services are located under Section 4 - Fees.

### 3. EXCLUSIONS.

*i/t*<sup>x</sup> shall have no obligation under this SMA to support:

(a) Altered, damaged or modified LICENSED SOFTWARE or any portion of the LICENSED SOFTWARE incorporated with or into other software;

(b) Software not supplied by *i/t*<sup>x</sup>

(c) LICENSED SOFTWARE problems caused by JURISDICTION's negligence, abuse or misapplication, use of the LICENSED SOFTWARE other than as specified in the DOCUMENTATION or other causes beyond the control of *i/t*<sup>x</sup>;

(d) LICENSED SOFTWARE installed on any hardware that exceeds the number of workstations purchased. JURISDICTION currently has installed the following software licenses and Modules:

**SI-Admin Module**  
**SI- Screen Scrape**  
**SI-Photo Imaging Module**  
**Photo Capture Station(s) – 1 License(s)**  
**View Station(s) Dedicated – 1 License(s)**  
**Output Generator – 1 License(s)**

(e) Hardware-related problems.

Further, *i/t*<sup>x</sup> shall have no obligation to provide ANNUAL MAINTENANCE, PERSONNEL TRAINING SERVICES or PROGRAMMING SERVICES, unless such services are purchased at the rates set forth in this Section (4) Fees.

JURISDICTION shall be responsible for registering with all manufacturers applicable warranty cards for the LICENSED SOFTWARE.

### 4. FEES

JURISDICTION shall pay *i/t*<sup>x</sup> the applicable fees as set forth below for the services provided:

(a) "STANDARD SUPPORT SERVICES". Provides telephone SUPPORT SERVICES by *i/t*<sup>x</sup>'s Help Desk during the normal business hours of 8:00 a.m. to 5:00 p.m. (CST or

CDST, as applicable) Monday through Friday, except holidays. Includes service for Updates and Upgrades to the LICENSED SOFTWARE

(b) "STANDARD SUPPORT SERVICES AND ANNUAL MAINTENANCE".  
\$6893.14 for the period beginning December 1, 2004 and ending November 30, 2005.

(c) "ADDITIONAL SERVICES". The following ADDITIONAL SERVICES are provided at the following rates, which are guaranteed for the initial term of this SMA. Such rates do not include travel and living expenses, which will be billed to JURISDICTION for payment within thirty (30) days of receipt of *IT*'s invoice.

Services	
Personnel Training Services	\$1000 per day
Programming Services	\$125 per hour
Integration Services	\$125 per hour

## 5. PAYMENT

(a) Payment of the annual fees for STANDARD SUPPORT SERVICES, and ANNUAL MAINTENANCE shall be made prior to the commencement of the initial term or the subsequent annual term to which they relate, as applicable.

(b) Charges for PERSONNEL TRAINING SERVICES and PROGRAMMING SERVICES, which may be provided pursuant to this SMA, shall be paid by JURISDICTION within thirty (30) days of receipt of *IT*'s invoice.

(c) In the event that JURISDICTION fails to make payments or terminates the SMA pursuant to Sections (d) and (f), and such payment is not received within ten (10) days of such payment date, *IT* may, at its option, cancel or suspend the provision of any services or products to JURISDICTION, whether pursuant to this or any other agreement between *IT* and JURISDICTION, until such charges have been paid. If *IT* decides, at its option, to reinstate this SMA, JURISDICTION must first pay *IT* any fees due, plus all labor and related costs to bring JURISDICTION up to current level of licensed software and, at *IT*'s option, *IT*'s current reinstatement charge (currently the unpaid pro-rata portion plus 50% fee).

## 6. TERMS AND TERMINATION.

This SMA shall become effective upon receipt by *IT* of the Annual Maintenance Fee provided on the Maintenance Agreement Invoice and shall continue for one (1) full year from the date of the receipt, installation or previous expiration date, whichever is applicable. The agreement shall be automatically renewed for successive similar periods subject to the receipt by *IT* of the Annual Maintenance renewal authorization in effect at the time of renewal, provided that the Customer is not in default. *IT* may change the fees payable under the SMA at the end of the initial and each succeeding one-year term by giving written notice to CITY within thirty (30) days prior to the end of the term. This amount will not exceed 5% of the previous year's fee. In addition to any other rights under this Agreement, either party may terminate this Agreement at any time of giving thirty (30)

days prior written notice to the other party, and the unused portion of the maintenance will be refunded (except as otherwise noted)

**7. LIMITATION OF LIABILITY**

*it's* liability for damages from any cause of action whatsoever relating to *it's* agreement to provide SMA services hereunder shall be limited to the amount paid by JURISDICTION for such services for the applicable year. *it's* liability shall be further limited as provided in the LICENSE AGREEMENT.

THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. THE LICENSED SOFTWARE AND ALL MATERIALS RELATED TO THE LICENSED SOFTWARE ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE LICENSE AGREEMENT. THIS AGREEMENT IS AN EXTENSION OF THE LICENSE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT

**information technology systems, inc.**

"*it's*"

By: \_\_\_\_\_

Title: Vice President

Boone Co Sheriff's Dept.

By: \_\_\_\_\_

Title: PRESIDENTIAL COMMISSIONER

**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.

Juni Patchford by KF 11/5/04  
Auditor Date

2902-70050 # 6893.14







# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 18<sup>th</sup> day of November 20 04


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 Boone County Regional Sewer District and Boone County Public Works per the Boone County Regional Sewer District 2005 personnel and equipment rates.

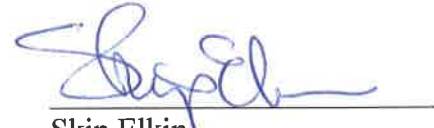
Done this 18<sup>th</sup> day of November, 2004.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**BOONE COUNTY REGIONAL SEWER DISTRICT  
2005 LABOR AND EQUIPMENT RATES**

<b>LABOR</b>	<b>RATE</b>	<b>UNIT</b>
OPERATIONS MANAGER	\$ 39.40	hour
OPERATIONS SUPERVISOR	\$ 29.45	hour
WASTEWATER OPERATOR	\$ 18.85	hour
SENIOR WASTEWATER OPERATOR	\$ 24.30	hour
EQUIPMENT OPERATOR	\$ 18.10	hour
SENIOR EQUIPMENT OPERATOR	\$ 22.20	hour
MAINTENANCE WORKER	\$ 15.85	hour

OVERTIME RATES FOR LABOR ARE 1.5 TIMES RATE SHOWN.

<b>EQUIPMENT</b>	<b>RATE</b>	<b>UNIT</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/HARNES	\$ 15.60	hour
CUTALL SAW 14" GAS POWERED	\$ 31.20	hour
CHAINSAW 18' GAS POWERED	\$ 31.20	hour

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

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STATE OF MISSOURI }  
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November Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 18<sup>th</sup> day of November 20 04

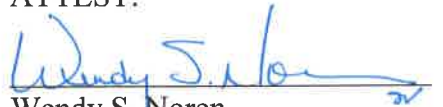
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Ordinance to Opt-Out of the State Assessment Requirements.

Done this 18<sup>th</sup> day of November, 2004.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**An Ordinance to Opt-Out of the State Assessment Requirements 487-2004**

WHEREAS, the Missouri General Assembly passed and the Governor signed Senate Bill 960 that authorizes an opt-out provision for counties from legislation establishing a new way for counties to set tax rates which the General Assembly enacted in HB 1150 in 2002 in an attempt to correct problems in property tax assessments in Missouri, and more specifically St. Louis County, and

WHEREAS, HB 1150 does not provide for the reimbursement to local governments for lost revenues, and

WHEREAS, the new tax rate rollback provisions will significantly reduce local revenues used to provide necessary public services by the County, and

WHEREAS, these new requirements will add significant additional cost to the County, which already has limited financial resources, and

WHEREAS, the legislation authorizes counties to opt out of the legislation revising the way property tax is assessed in the state by requiring separate tax rates for each class of property by ordinance of the governing body,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSION OF THE COUNTY OF BOONE AS FOLLOWS:

**Section One.** The County of Boone hereby exercises its statutory right to opt out of the provisions of Section 137.073, *RSMo*, which establishes the way property tax is assessed in the state by requiring separate tax rates for each class of property.

**Section Two.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**Section Three.** For the purposes of applying the opt-out provision of this bill, a political subdivision contained within two or more counties where at least one of such counties has opted out and at least one of such counties has not opted out shall calculate the separate rates for the three subclasses of real property and the aggregate class of personal property as required by Section 137.073, *RSMo*, provided that such political subdivision shall also provide a single blended rate, in accordance with the procedure for determining a blended rate for school districts in subdivision (1) of subsection 6 of Section 137.073, *RSMo*. Such blended rate shall be used for the portion of such political subdivision that is situated within any county that has opted out. A governing body of a city not within a county or a county that has opted out under the provisions of this subsection may choose to implement the provisions of this section and Sections 137.073, 138.060, and 138.100, *RSMo*, as enacted by House Bill 1150 of the Ninety-First General Assembly, Second Regular Session, and Section 137.073 *RSMo*, as modified by this act, for the next year of general reassessment, by an affirmative vote of the governing body prior to December thirty-first of any year.

ADOPTED AND APPROVED THIS 18<sup>th</sup> DAY OF November, 2004.

Presiding Commissioner  
Associate Commissioner  
Associate Commissioner

Aye     Nay     Absent  
 Aye     Nay     Absent  
 Aye     Nay     Absent



Keith Schnarre  
Presiding Commissioner

ABSENT

Karen M. Miller  
Associate Commissioner



Skip Elkin  
Associate Commissioner

ATTEST:

  
County Clerk

BE IT REMEMBERED that on final passage of this ordinance, the roll call vote for approval was the following persons voting "Aye" \_\_\_\_\_;  
Commissioner Schnarre, Commissioner Elkin \_\_\_\_\_;  
the following voting "Nay" \_\_\_\_\_;  
\_\_\_\_\_ ; and the following absent for the vote \_\_\_\_\_  
Commissioner Miller \_\_\_\_\_.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 18<sup>th</sup> day of November 20 04

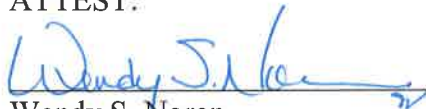
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Centralia Clinic on Saturdays from 1:00 to 3:00 p.m. for 12 Step Support Group meetings for Narcotics Anonymous. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 18<sup>th</sup> day of November, 2004.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

Keith Schmarre, 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

488-2004

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: 12 Step Support Group Meeting

Date(s) of Use: Saturdays

Time of Use: From: 1:00 m a.m./p.m. thru 3:00 a.m./p.m.

Facility requested: Courthouse Grounds  • Courtyard Square  - Chambers  • Rm 220  - Rm 208  - Rm 139   
Centralia Clinic  Hwy. 22

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, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
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 and/or use of rooms as specified in this application.

Name of Organization/Person: Narcotic's Anonymous / Rhonda Dents

Organization Representative/Title: Chair person

Address/Phone Number: 825 E. Lakeview Ave. Centralia, Mo. 65240

Date of Application: 10-6-04 573-682-3751 or 573-682-4700

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. [Signature]  
County Clerk

BOONE COUNTY, MISSOURI  
[Signature]  
County Commissioner

DATE: 18 Nov 2004



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 18<sup>th</sup> day of November 20 04

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Commission Chambers on November 29, 2004 from 7:00 to 8:30 p.m. for the Columbia Track Club meeting. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 18<sup>th</sup> day of November, 2004.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



# Boone County Commission

489-2004

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: COLUMBIA TRACK CLUB MEETING

Date(s) of Use: MON. NOV. 29

Time of Use: From: 7:00 a.m.  p.m. thru 8:30 a.m.  p.m.

Facility requested: Courthouse Grounds  - Courtyard Square  - Chambers  - Chambers Atrium  - Rm220  - Rm208  - Rm139

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, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
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 and/or use of rooms as specified in this application.

Name of Organization/Person: COLUMBIA TRACK CLUB

Organization Representative/Title: DICK HESSLER, PRESIDENT

Address/Phone Number: 411 WESTMOUNT AVE., COLUMBIA 65203 874-2906

Date of Application: NOV. 10, 2004

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. [Signature]  
County Clerk

[Signature] Schnarre  
County Commissioner

DATE: 10 NOV 2004

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 18<sup>th</sup> day of November 20 04


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

Now on this day the County Commission of the County of Boone does hereby declare the Boone County Holidays Schedule for the year 2005 will be in agreement with the Missouri State Office Closings list as issued by the Office of the Governor of the State of Missouri. Any holiday adopted by the Office of the Governor will automatically be adopted by Boone County.

Done this 18<sup>th</sup> day of November, 2004.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

490-2004



### Missouri State Office Closings

Labor Day	September 6, 2004
Columbus Day	October 11, 2004
Veterans Day	November 11, 2004
Thanksgiving Day	November 25-26, 2004
Christmas Day (observed)	December 24, 2004
New Year's Day (observed)	December 31, 2004
Martin Luther King Jr. Day	January 17, 2005
Lincoln Day (observed)	February 11, 2005
Washington's Birthday	February 21, 2005
Truman Day (observed)	May 9, 2005
Memorial Day	May 30, 2005
Independence Day	July 4, 2005
Labor Day	September 5, 2005
Columbus Day	October 10, 2005
Veterans Day	November 11, 2005
Thanksgiving	November 24, 2005
Christmas Day (observed)	December 26, 2005

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