

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 11

3<sup>rd</sup>

May

11

In the County Commission of said county, on the

day of

20

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

Now on this day the County Commission of the County of Boone does hereby approve the Extension of Depository Agreement effective July 1, 2011 between Boone County, Mo, and Landmark Bank of Columbia. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 3<sup>rd</sup> day of May, 2011.

ATTEST:

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

Edward H. Robb  
Edward H. Robb  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

**EXTENSION OF  
DEPOSITORY AGREEMENT**

THIS AGREEMENT made and entered into effective the 1st day of July, 2011 by and between The County of Boone, State of Missouri (hereinafter referred to as "The County") and Landmark Bank of Columbia (hereinafter referred to as "The Bank" ) hereby witnesseth:

WHEREAS, The County and The Bank have an existing Depository Agreement dated July 1, 2009 (hereinafter the "2009 Agreement"); and

WHEREAS, The County has notified The Bank, in compliance with the 2009 Agreement, that it intends to begin a new bidding process during 2011 for depository services and that the 2009 Agreement would not be extended for another two-year term; and

WHEREAS, The County desires to change the term of all future depository agreements it enters to provide for a contract beginning date of September 1, which will allow a more thorough and complete evaluation of bank depository bid responses; and

WHEREAS, The County and The Bank desire to extend the existing 2009 Agreement through August 31, 2011, on mutually agreeable terms and conditions; and


WHEREAS, the extended agreement would be on the same terms and conditions as the 2009 Agreement except as specifically modified herein.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The 2009 Agreement is incorporated herein by reference as if fully set forth herein, including but not limited to, all contract documents, proposal responses from The Bank, exhibits and cost schedules.
2. The parties agree to continue to perform their respective duties and obligations under the 2009 Agreement through a new expiration date of August 31, 2011.
3. The Bank's services will be provided under the same terms and conditions of the 2009 Agreement except as modified in this Extension of Depository Agreement.

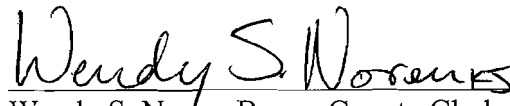
IN WITNESS WHEREOF, this Extension of Depository Agreement, and all incorporated documents, exhibits and schedules, are hereby executed in the name of The County by the Presiding Commissioner of the Boone County Commission, duly authorized pursuant to Commission Order Number \_\_\_\_\_-2011, and in the name of The Bank by the officer duly authorized by the Board of Directors, as of the day and year indicated below.

**COUNTY OF BOONE, MISSOURI**

  
\_\_\_\_\_  
Edward H. Robb, Presiding Commissioner

Dated: 5-3-2011

ATTEST:

  
\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk

Approved as to Legal Form:

  
\_\_\_\_\_  
C.J. Dykhouse, County Counselor

**LANDMARK BANK**

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

Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

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STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

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In the County Commission of said county, on the

day of

20

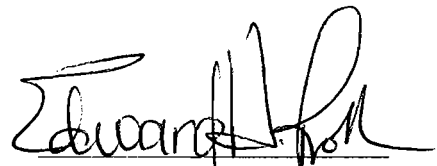
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Juvenile Office grant renewal application for a Missouri Division of Youth Services Grant, project titled Intensive Intervention Model Program in the amount of \$15,243.24.

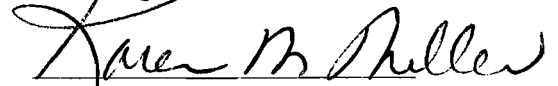
Done this 3<sup>rd</sup> day of May, 2011.

ATTEST:

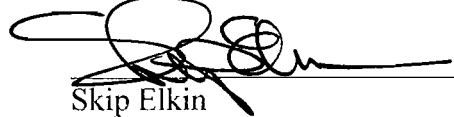
Wendy S. Noren KS  
Wendy S. Noren  
Clerk of the County Commission



Edward H. Robb  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner



# MISSOURI DIVISION OF YOUTH SERVICES

## Project Renewal Application

Executive Summary for "Youth, Family and Community JCD Grant" Projects  
Complete Exhibits B and E Prior to Completing

- Diversion Activity (General Revenue)       Special Gang Violence Prevention (Gaming)

Type of Application:       New       Renewal (Continuation)       Revision

Judicial Circuit #: 13      Project Title: Intensive Intervention Model Program  
Address: 705 East Walnut Street  
City: Columbia      Zip: 65201      Phone: 573-886-4200

Project Coordinator: Rick Gaines      Title: Juvenile Officer  
Address: 705 East Walnut Street  
City: Columbia      Zip: 65201      Phone: 573-886-4200

Applicant Authorized Official (Judge): Honorable Leslie Schneider  
Address: Boone County Courthouse  
City: Columbia      Zip: 65201      Phone: 573-886-4050

Applicant Fiscal Officer: Kathy Lloyd, Court Administrator  
Address: Boone County Courthouse  
City: Columbia      Zip: 65201      Phone: 573-886-4060

Based on the completed planning process and stated goals and strategies, identify the primary Program Focus of this project (check all that apply):

<p><b>School &amp; Education Support Programs</b></p> <p><input type="checkbox"/> Educational Services / Tutoring  <input type="checkbox"/> Recreational / After School Programs  <input type="checkbox"/> School / Court Liaison  <input type="checkbox"/> Truancy Prevention  <input type="checkbox"/> Day Treatment / Alternative School  <input type="checkbox"/> Suspension / Expulsion Alternative  <input type="checkbox"/> Job / Voc Training / Placement  <input type="checkbox"/> Other</p> <p><b>Family Support / Preservation</b></p> <p><input checked="" type="checkbox"/> Family Therapy  <input type="checkbox"/> Parenting Skills  <input type="checkbox"/> Family Support / Preservation  <input type="checkbox"/> Family Mediation  <input type="checkbox"/> Other</p> <p><b>Restorative Justice</b></p> <p><input type="checkbox"/> Restitution Program  <input type="checkbox"/> Victim Mediation  <input type="checkbox"/> Community Service  <input type="checkbox"/> Community Accountability Program  <input type="checkbox"/> Other:</p>	<p><b>Counseling / Treatment Services</b></p> <p><input type="checkbox"/> Violence Prevention  <input type="checkbox"/> Substance Abuse Prevention  <input type="checkbox"/> Community Group Counseling  <input type="checkbox"/> Sex Offender Therapy  <input type="checkbox"/> Anger Management  <input type="checkbox"/> Prevention Education / Treatment  <input type="checkbox"/> Mental Health Services  <input type="checkbox"/> Mentoring / Advocacy  <input type="checkbox"/> Other</p> <p><b>Supplemental Court Services / Supervision / Gang Prevention</b></p> <p><input type="checkbox"/> Teen Court  <input type="checkbox"/> Drug Court  <input type="checkbox"/> Intensive Supervision / Electronic Monitoring  <input type="checkbox"/> Gang Education and Prevention  <input checked="" type="checkbox"/> Gang Prevention / Intervention  <input type="checkbox"/> Other</p> <p><b>Alternative Residential Placement</b></p> <p><input type="checkbox"/> Alternative Residential Placement  <input type="checkbox"/> Purchased Residential Care (Foster/Shelter)</p>
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Missouri Division of Youth Services  
Contract Renewal Information

For "Youth, Family and Community JCD Grant" Recipients

In order to assist us, please complete the following information in its entirety.

Judicial Circuit #: 13

List all the counties the project will serve:

- |                 |    |    |
|-----------------|----|----|
| 1. Boone County | 2. | 3. |
| 4.              | 5. |    |

Scope of Services: Describe the *Focus Program Area(s)* to be provided by the Circuit (from Section 3.1.1. of the current contract).

Focus Area #1: Enhance services provided to at-risk youth and families through a team approach consisting of a family therapist, program assistant, and a deputy juvenile officer. Youth in this program are linked to community resources designed to provide needs-based interventions.

Focus Area #2:

Focus Area #3:

Focus Area #4:

Focus Area #5:

Focus Area #6:

Projected number of youth to be served by project: 40

Brief description of targeted population:

The Intensive Intervention Model Program represents an enhancement of services provided to high risk youth, particularly those youth 13 to 16 years of age who most recently were participants in the Juvenile Officer's Intensive Supervision Program. Due to the increasing caseload size and differential needs of youth within this high risk population, it is believed that enhancement of the services being provided is critical in order to be successful in diverting these youth from out of home placement and to provide them skills and resources to be successful both as a youth and as an adult.

Name and position of court person media may contact for detailed information:

Name: Rick Gaines

Title: Juvenile Officer

Phone: 573-886-4200

Fax: 573-886-4030

Email: rick.gaines@courts.mo.gov

Senatorial District Number: 19  
District Senator: Kurt Schaefer

House District Number: 9, 21, 23, 24, 25  
District Representative: Paul Quinn-9; John  
Cauthorn-21; Stephen Webber-23; Chris  
Kelly-24; Mary Still-25

**Projected Number of Youth to be Served by this Project:**

Projected number of ALL participating youth served by Proposal – i.e. Pre-Referral plus Court Referral youth. 40

*Pre-Referral Youth Only*

Projected number of GENERAL POPULATION youth to receive prevention/education activity services. (Youth names likely unknown) -

*Law Violation and Status Offender Referrals Only:*

Projected number of participating COURT REFERRED youth served at level no more severe than INFORMAL SUPERVISION. 0

Projected number of participating COURT REFERRED youth served at level no more severe than FORMAL SUPERVISION. 40

Projected number of participating COURT REFERRED youth served who will require OUT OF HOME PLACEMENT OTHER THAN DYS. 2

Projected number of participating COURT REFERRED youth served for which DYS COMMITMENT is anticipated. 10

NOTE: It is understood that services are fluid, and the level of intervention may be increased. For the purposes of the above, project the HIGHEST level of intervention that will be required.

These data elements are the same as used on the Mid-Year and Annual Reports.

**Budget / Costs Summary:**

Transfer the following information from Exhibit E-7 (Budget Summary and Outline – green cells)

Personnel	\$ 15,243.24	Local Funds Committed	\$ 0	0%
Travel				
Equipment		DYS FUNDS REQUESTED	<u>\$15,243.24</u>	<u>100%</u>
Supplies				
Contractual				
TOTAL	<u>\$15,243.24</u>			

**AUTHORIZED OFFICIAL'S APPROVAL**

Check box to verify this application has been reviewed and approved by the Applicant Authorized Official (Judge).





## MISSOURI DIVISION OF YOUTH SERVICES

2012 Project Renewal Application

NOTE: Questions below are the same as those included on the Monitoring Review. Thus, this form will not be required in subsequent years.

What were the most significant accomplishments and/or innovations of the circuit's Juvenile Court Diversion program during the past year?

The Intensive Intervention Model Program provided services that allowed participating youth to remain in their homes and in the community as well as be referral free to the Juvenile Office once they have completed their probation period. Services were also provided to families that allowed them to remain intact and have more positive relationships with each other. The local community became a safer place to live with more productive at-risk youth residing in it. The Juvenile Court System could see a reduction in referrals to the Juvenile Court. In 2010, Boone County Juvenile Office was able to report a 9.6 percent reduction in referrals to the Juvenile Court.

What challenges were encountered?

Challenges remain with keeping youth in the community who are considered the most high risk youth and who have extensive histories of violating the law. These youth present on-going challenges and risk to the community and require a higher level of intervention in order to monitor and to establish successful outcomes.

How did these challenges advance or hinder the achievements of the program?

With funding from the Division of Youth Services Juvenile Diversion grant, the Boone County Juvenile Office has managed to maintain the number of commitments below its goal of 40 commitments or less. However, due to serious offenses committed by youth in 2010, the Boone County Juvenile Office did have an increase in commitments from 13 in 2009 to 25 in 2010. Without funding for this project, the number of youth committed to the Division of Youth Services would be even higher and it is anticipated that the number of youth having additional referrals to the Juvenile Court would increase.

What are the goals for the JCD project for the coming year?

1) Maintain the number of juveniles committed to the Division of Youth Services from Boone County to 40 or less. 2) Family Counseling Services will be provided to 20 different youth and their families. 3) 40 youth will be served in the needs based Intensive Intervention Model Program during the grant year. 4) 28 youths who receive services during the grant year will be diverted from the Division of Youth Services.

What actions will be necessary to achieve these goals?

The Juvenile Officer will continue to review all recommendations for commitment to the Division of Youth Services and reject or accept each recommendation based on: 1) Safety to the community; 2) Services provided to the juvenile and whether or not any other services could be provided; and 3) Age of the juvenile.

All youth placed in the Intensive Intervention Model Program (IIMP) will receive intensive supervision. All youth referred to the IIMP program will be screened for the need for family therapy.

How can DYS better support the JCD programming within the circuit?

Continue to provide collaborative services and resources in which Juvenile Court youth may have access to such programs and services without being in the custody of the Division of Youth Services.

Additional Comments / Notes:

None.

**PERSONNEL**

EXHIBIT E - 1

Salaried Employees - Enter only one position per line	Working Title	Job Class Title per Uniform Classification and Pay System (UCP)	Deputized?	FTE	Full-time Monthly Salary	multiplied by mo. per year	Equals Annual Salary	Annual Salary Last Year	Change	
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
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								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
<b>TOTAL SALARIES</b>							\$ -	\$ -	\$ -	
Hourly Employees - Enter only one position per line	Working Title	Benefit Eligible?	Hours / Month	Hourly Wage	multiplied by mo. per year	Equals Requested Annual Wage	Wages Earned Last Year	Change		
	Family Therapist	<b>NO</b>	80	\$14.75	12	\$ 14,160.00		\$ 14,160.00		
							\$ -	\$ -		
							\$ -	\$ -		
							\$ -	\$ -		
							\$ -	\$ -		
							\$ -	\$ -		
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							\$ -	\$ -		
							\$ -	\$ -		
							\$ -	\$ -		
						\$ -	\$ -			
<b>TOTAL WAGES</b>						\$ 14,160.00	\$ -	\$ 14,160.00		
Total Months of Benefit Eligibility					0					
TOTAL of Salaries and Wages						\$ 14,160.00				

Total Number of Benefit Eligible Positions

TOTAL Salary Expenses	\$	-	Local Funds Committed for Salaries	<input type="text"/>	PERCENTAGE #DIV/0!
			DYS FUNDS REQUESTED FOR SALARIES	\$ -	#DIV/0!
TOTAL Wage Expenses	\$	14,160.00	Local Funds Committed for Wages	<input type="text"/>	0.00%
			DYS FUNDS REQUESTED FOR WAGES	\$ 14,160.00	100.00%
TOTAL Salary & Wages	\$	<u>14,160.00</u>	Total Local Funds Committed for Personnel	\$ -	0.00%
			TOTAL DYS PERSONNEL FUNDS REQUESTED	\$ 14,160.00	<u>100.00%</u> <u>100.00%</u>

**FRINGE BENEFITS FOR GRANT FUNDED COURT EMPLOYEES**

	Total Personnel Salaries and Wages of Benefit Eligibles	Basis for Monthly Cost Estimate (decimal)	Number of Benefit Eligible Positions	Basis for Monthly Benefit (fixed \$)	Total Months of Benefit Elegibility	Total Fringe Benefit Request
Pension / Retirement	\$ -					\$ -
Social Security						
OASDI	\$ 14,160.00	0.062				\$ 877.92
Medicare	\$ 14,160.00	0.0145				\$ 205.32
Health Insurance			0		0	\$ -
Life Insurance			0		0	\$ -
Long Term Disability	\$ -					\$ -
Workers Compensation and Unemployment	\$ -					\$ -
Other (Please Identify)	\$ -		0		0	\$ -
<b>TOTAL Cost of Fringe Benefits</b>						<b>\$ 1,083.24</b>

TOTAL Cost of Fringe Benefits                    \$            1,083.24

Local Funds Committed for Fringe:

PERCENTAGE

0.00%

DYS FUNDS REQUESTED:

\$            1,083.24

100.00%

100.00%

Brief Explainaton of Other











# YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT

EXHIBIT E-7

## BUDGET SUMMARY AND OUTLINE

Judicial Circuit #: 13

Project Title: Intensive Intervention Model Program

Contract Number: ERO

State Fiscal Year: 2012

**BUDGET SUMMARY:**

Budgeted Expenditures	Local Funds Committed	DYS FUNDS REQUESTED
Salaries	\$ -	\$ -
Wages	\$ 14,160.00	\$ 14,160.00
Fringe	\$ 1,083.24	\$ 1,083.24
Total Personnel	\$ 15,243.24	\$ 15,243.24
Travel	\$ -	\$ -
Equipment	\$ -	\$ -
Supplies	\$ -	\$ -
Contractual	\$ -	\$ -
<b>TOTAL</b>	<u>\$ 15,243.24</u>	<u>\$ 15,243.24</u>
	0.00%	1

**BUDGET DETAIL:**

Funding Category	Budgeted Expenditure	Local Commitment	Requested Funding	Approved Funding
Salary Expenses	\$ -	\$ -	\$ -	
Wage Expenses	\$ 14,160.00	\$ -	\$ 14,160.00	
Fringe Benefits	\$ 1,083.24	\$ -	\$ 1,083.24	
<b>TOTAL PERSONNEL</b>	<u>\$ 15,243.24</u>	<u>\$ -</u>	<u>\$ 15,243.24</u>	<u>\$ -</u>
Professional Development	\$ -			
Meals	\$ -			
Lodging	\$ -			
Milage	\$ -			
<b>TOTAL TRAVEL &amp; PD</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>TOTAL EQUIP OR PROPERTY</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>TOTAL SUPPLIES / OPP</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>TOTAL CONTRACTUAL</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>TOTAL DYS FUNDS APPROVED</b>				<b>\$ -</b>

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STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 11

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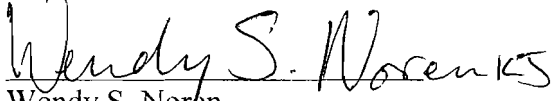
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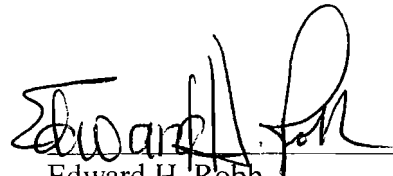
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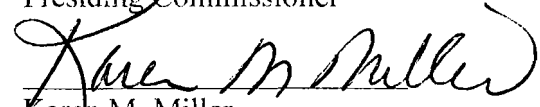
Now on this day the County Commission of the County of Boone does hereby approve the Juvenile Office grant renewal application for a Missouri Division of Youth Services Grant, project titled Probation Services Enhancement in the amount of \$82,618.68.

Done this 3<sup>rd</sup> day of May, 2011.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Edward H. Robb  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



# MISSOURI DIVISION OF YOUTH SERVICES

## Project Renewal Application

Executive Summary for "Youth, Family and Community JCD Grant" Projects  
Complete Exhibits B and E Prior to Completing

- Diversion Activity (General Revenue)
- Special Gang Violence Prevention (Gaming)

Type of Application:     New             Renewal (Continuation)             Revision

Judicial Circuit #: 13                      Project Title: Probation Services Enhancement  
 Address: 705 East Walnut Street  
 City: Columbia                              Zip: 65201                                      Phone: 573-886-4200

Project Coordinator: Rick Gaines                                      Title: Juvenile Officer  
 Address: 705 East Walnut Street  
 City: Columbia                                      Zip: 65201                                      Phone: 573-886-4200

Applicant Authorized Official (Judge): Honorable Leslie Schneider  
 Address: Boone County Courthouse  
 City: Columbia                                      Zip: 65201                                      Phone: 573-886-4050

Applicant Fiscal Officer: Kathy Lloyd, Court Administrator  
 Address: Boone County Courthouse  
 City: Columbia                                      Zip: 65201                                      Phone: 573-886-4060

Based on the completed planning process and stated goals and strategies, identify the primary Program Focus of this project (check all that apply):

<p><b>School &amp; Education Support Programs</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Educational Services / Tutoring</li> <li><input type="checkbox"/> Recreational / After School Programs</li> <li><input type="checkbox"/> School / Court Liaison</li> <li><input type="checkbox"/> Truancy Prevention</li> <li><input type="checkbox"/> Day Treatment / Alternative School</li> <li><input type="checkbox"/> Suspension / Expulsion Alternative</li> <li><input type="checkbox"/> Job / Voc Training / Placement</li> <li><input type="checkbox"/> Other</li> </ul> <p><b>Family Support / Preservation</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Family Therapy</li> <li><input type="checkbox"/> Parenting Skills</li> <li><input type="checkbox"/> Family Support / Preservation</li> <li><input type="checkbox"/> Family Mediation</li> <li><input type="checkbox"/> Other</li> </ul> <p><b>Restorative Justice</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Restitution Program</li> <li><input type="checkbox"/> Victim Mediation</li> <li><input type="checkbox"/> Community Service</li> <li><input type="checkbox"/> Community Accountability Program</li> <li><input type="checkbox"/> Other:</li> </ul>	<p><b>Counseling / Treatment Services</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Violence Prevention</li> <li><input checked="" type="checkbox"/> Substance Abuse Prevention</li> <li><input type="checkbox"/> Community Group Counseling</li> <li><input type="checkbox"/> Sex Offender Therapy</li> <li><input type="checkbox"/> Anger Management</li> <li><input type="checkbox"/> Prevention Education / Treatment</li> <li><input checked="" type="checkbox"/> Mental Health Services</li> <li><input type="checkbox"/> Mentoring / Advocacy</li> <li><input type="checkbox"/> Other</li> </ul> <p><b>Supplemental Court Services / Supervision / Gang Prevention</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Teen Court</li> <li><input type="checkbox"/> Drug Court</li> <li><input type="checkbox"/> Intensive Supervision / Electronic Monitoring</li> <li><input type="checkbox"/> Gang Education and Prevention</li> <li><input type="checkbox"/> Gang Prevention / Intervention</li> <li><input checked="" type="checkbox"/> Other Probation Services</li> </ul> <p><b>Alternative Residential Placement</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Alternative Residential Placement</li> <li><input type="checkbox"/> Purchased Residential Care (Foster/Shelter)</li> </ul>
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Missouri Division of Youth Services  
 Contract Renewal Information

For "Youth, Family and Community JCD Grant" Recipients

In order to assist us, please complete the following information in its entirety.

Judicial Circuit #: 13

List all the counties the project will serve:

- |                 |    |    |
|-----------------|----|----|
| 1. Boone County | 2. | 3. |
| 4.              | 5. |    |

Scope of Services: Describe the *Focus Program Area(s)* to be provided by the Circuit (from Section 3.1.1. of the current contract).

Focus Area #1: Deputy juvenile officers are assigned specialized caseloads for the purpose of enhancing probation services. Specialized caseloads include young people who have been identified as presenting with mental health needs, substance abuse issues, and in need of intensive probationary services.

Focus Area #2:

Focus Area #3:

Focus Area #4:

Focus Area #5:

Focus Area #6:

Projected number of youth to be served by project: 100

Brief description of targeted population:

The targeted population to be served under this grant are high risk offenders as well as moderate risk offenders with noted need areas in mental health treatment and substance abuse issues. Based on the DYS fiscal year 2009 data, 63.6 percent of youth had a history of prior mental health services and 68.2 percent had a history of prior substance abuse involvement. Another factor is the number of commitments to DYS for serious offenses which constitute A and B felonies. In 2009, 9.1 percent of the commitments were for these types of felonies. Other commitment data showed that in fiscal year 2009, 36.4 percent of commitments were for less serious felonies.

Name and position of court person media may contact for detailed information:

Name: Rick Gaines	Title: Juvenile Officer
Phone: 573-886-4200	Fax: 573-886-4030
	Email: rick.gaines@courts.mo.gov

Senatorial District Number: 19  
District Senator: Kurt Schaefer

House District Number: 9, 21, 23, 24, 25  
District Representative: Paul Quinn-9; John  
Cauthorn-21; Stephen Webber-23; Chris  
Kelly-24; Mary Still-25

**Projected Number of Youth to be Served by this Project:**

Projected number of ALL participating youth served by Proposal – i.e. Pre-Referral plus Court Referral youth. 100

*Pre-Referral Youth Only*

Projected number of GENERAL POPULATION youth to receive prevention/education activity services. (Youth names likely unknown) -

*Law Violation and Status Offender Referrals Only:*

Projected number of participating COURT REFERRED youth served at level no more severe than INFORMAL SUPERVISION. 30

Projected number of participating COURT REFERRED youth served at level no more severe than FORMAL SUPERVISION. 70

Projected number of participating COURT REFERRED youth served who will require OUT OF HOME PLACEMENT OTHER THAN DYS. 5

Projected number of participating COURT REFERRED youth served for which DYS COMMITMENT is anticipated. 20

NOTE: It is understood that services are fluid, and the level of intervention may be increased. For the purposes of the above, project the HIGHEST level of intervention that will be required.

These data elements are the same as used on the Mid-Year and Annual Reports.

**Budget / Costs Summary:**

Transfer the following information from Exhibit E-7 (Budget Summary and Outline – green cells)

Personnel	\$ 82,618.68	Local Funds Committed	\$ 0	0%
Travel				
Equipment		DYS FUNDS REQUESTED	<u>\$82,618.68</u>	<u>100%</u>
Supplies				
Contractual				
TOTAL	<u>\$82,618.68</u>			

**AUTHORIZED OFFICIAL'S APPROVAL**

Check box to verify this application has been reviewed and approved by the Applicant Authorized Official (Judge).



## MISSOURI DIVISION OF YOUTH SERVICES

### 2012 Project Renewal Application

NOTE: Questions below are the same as those included on the Monitoring Review. Thus, this form will not be required in subsequent years.

What were the most significant accomplishments and/or innovations of the circuit's Juvenile Court Diversion program during the past year?

The Probation Services Enhancement Program provided services that allowed participating youth to remain in their homes and in the community as well as be referral free to the Juvenile Office once they have completed their probation period. Services were also provided to families that allowed them to remain intact and have more positive relationships with each other. The local community became a safer place to live with more productive at-risk youth residing in it. The Juvenile Court System could see a reduction in referrals to the Juvenile Court. In 2010, Boone County Juvenile Office was able to report a 9.6 percent reduction in referrals to the Juvenile Court.

What challenges were encountered?

Challenges remain with keeping manageable caseloads. This is due largely in part by not being able to predict the number of referrals received that will require some level of formal or informal probation. Further, seriousness of offenses are also difficult to predict and these are generally ones that will cause a commitment to Division of Youth Services without much prior involvement with the Court.

How did these challenges advance or hinder the achievements of the program?

Due to funding from the Division of Youth Services Juvenile Diversion grant, the Boone County Juvenile Office has been able to fund two deputy juvenile officers who provide supervision services to youth and their families that otherwise might be committed to the Division of Youth Services. By funding these two deputy juvenile officers, the Boone County Juvenile Office has been able to keep the average caseload size to fewer than 40. Prior to grant funds having been received the average caseload size was 51.

Also with funding from the Division of Youth Services Juvenile Diversion grant, the Boone County Juvenile Office has managed to maintain the number of commitments below its goal of 40 commitments or less. However, due to serious offenses committed by youth in 2010, the Boone County Juvenile Office did have an increase in commitments from 13 in 2009 to 25 in 2010.



What are the goals for the JCD project for the coming year?

1) Maintain the number of juveniles committed to the Division of Youth Services from Boone County to 40 or less. 2) Provide intensive supervision services to at least 40 youth. 3) At least 80% of high risk participants will receive mental health and/or substance abuse assessment/treatment services. 4) Keep the average deputy juvenile officer caseload size to under 45.

What actions will be necessary to achieve these goals?

The Juvenile Officer will continue to review all recommendations for commitment to the Division of Youth Services and reject or accept each recommendation based on: 1) Safety to the community; 2) Services provided to the juvenile and whether or not any other services could be provided; and 3) Age of the juvenile.

Referrals will be made for mental health and substance abuse treatment. Additional referrals to the Juvenile Court, while on probation, will hopefully be diverted by providing intensive supervision to high risk and moderate risk offenders. The caseload for each deputy juvenile officer will be kept to a manageable level of 45 or less.

How can DYS better support the JCD programming within the circuit?

Continue to provide collaborative services and resources in which Juvenile Court youth may have access to such programs and services without being in the custody of the Division of Youth Services.

Additional Comments / Notes:

None.



Total Number of Benefit Eligible Positions

				PERCENTAGE
TOTAL Salary Expenses	\$	64,029.12	Local Funds Committed for Salaries	<input type="text"/> 0.00%
			DYS FUNDS REQUESTED FOR SALARIES	\$ 64,029.12 100.00%
TOTAL Wage Expenses	\$	-	Local Funds Committed for Wages	<input type="text"/> #DIV/0!
			DYS FUNDS REQUESTED FOR WAGES	\$ - #DIV/0!
TOTAL Salary & Wages	\$	<u>64,029.12</u>	Total Local Funds Committed for Personnel	\$ - 0.00%
			TOTAL DYS PERSONNEL FUNDS REQUESTED	\$ 64,029.12 <u>100.00%</u> <u>100.00%</u>

**FRINGE BENEFITS FOR GRANT FUNDED COURT EMPLOYEES**

	Total Personnel Salaries and Wages of Benefit Eligibles	Basis for Monthly Cost Estimate (decimal)	Number of Benefit Eligible Positions	Basis for Monthly Benefit (fixed \$)	Total Months of Benefit Eligibility	Total Fringe Benefit Request
Pension / Retirement	\$ 64,029.12					\$ -
Social Security						
OASDI	\$ 64,029.12	0.062				\$ 3,969.81
Medicare	\$ 64,029.12	0.0145				\$ 928.42
Health Insurance			2	406	24	\$ 9,744.00
Life Insurance			2	4.5	24	\$ 108.00
Long Term Disability	\$ 64,029.12	0.0037				\$ 236.91
Workers Compensation and Unemployment	\$ 64,029.12	0.0339				\$ 2,170.59
Other (Please Identify)	\$ 64,029.12		2	59.66	24	\$ 1,431.84
<b>TOTAL Cost of Fringe Benefits</b>						<b>\$ 18,589.56</b>

TOTAL Cost of Fringe Benefits           \$     18,589.56

Local Funds Committed for Fringe:

PERCENTAGE

0.00%

DYS FUNDS REQUESTED:

\$     18,589.56

100.00%

100.00%

Brief Explainaton of Other

Dental Insurance and 401 A Match











# YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT

EXHIBIT E-7

## BUDGET SUMMARY AND OUTLINE

Judicial Circuit #: 13

Project Title: Probation Services Enhancement

Contract Number: ERO

State Fiscal Year: 2012

**BUDGET SUMMARY:**

Budgeted Expenditures		Local Funds Committed		DYS FUNDS REQUESTED
Salaries	\$ 64,029.12	\$ -		\$ 64,029.12
Wages	\$ -	\$ -		\$ -
Fringe	\$ 18,589.56	\$ -		\$ 18,589.56
Total Personnel	\$ 82,618.68	\$ -		\$ 82,618.68
Travel	\$ -	\$ -		\$ -
Equipment	\$ -	\$ -		\$ -
Supplies	\$ -	\$ -		\$ -
Contractual	\$ -	\$ -		\$ -
<b>TOTAL</b>	<u>\$ 82,618.68</u>	<u>\$ -</u>	0.00%	<u>\$ 82,618.68</u>

**BUDGET DETAIL:**

Funding Category	Budgeted Expenditure	Local Commitment	Requested Funding	Approved Funding
Salary Expenses	\$ 64,029.12	\$ -	\$ 64,029.12	
Wage Expenses	\$ -	\$ -	\$ -	
Fringe Benefits	\$ 18,589.56	\$ -	\$ 18,589.56	
<b>TOTAL PERSONNEL</b>	<u>\$ 82,618.68</u>	<u>\$ -</u>	<u>\$ 82,618.68</u>	<u>\$ -</u>
Professional Development	\$ -			
Meals	\$ -			
Lodging	\$ -			
Milage	\$ -			
<b>TOTAL TRAVEL &amp; PD</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>TOTAL EQUIP OR PROPERTY</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>TOTAL SUPPLIES / OPP</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>TOTAL CONTRACTUAL</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>TOTAL DYS FUNDS APPROVED</b>				<b>\$ -</b>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 11

3<sup>rd</sup>

May

11

In the County Commission of said county, on the

day of

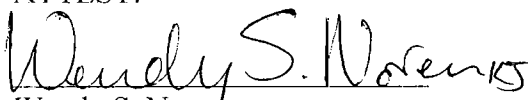
20

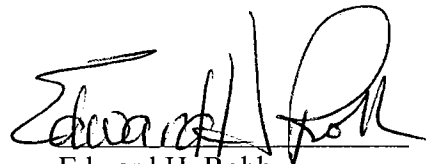
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract with GBH Builders Inc. for the Juvenile Justice Center Contract Maintenance and Remodel project. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.


Done this 3<sup>rd</sup> day of May, 2011.

ATTEST:


  
Wendy S. Noren  
Clerk of the County Commission

  
Edward H. Robb

Presiding Commissioner

  
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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: April 25, 2011  
RE: Juvenile Justice Center Contract for Maintenance/Remodel

Attached is a contract for maintenance/remodel work at the Juvenile Justice Center. Total cost of work is \$4,492.00 and will be paid from department 1242 – Juvenile Justice Center, account 60100 – Building Repairs/Maintenance.

cc: Aubrey Weger, Resource Management  
Contract File

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



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

---

## MEMORANDUM

# COPY

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: April 12, 2011  
RE: Juvenile Justice Center Contract for Maintenance/Remodel

Attached is a contract for maintenance/remodel work at the Juvenile Justice Center. Total cost of work is \$4,492.00 and will be paid from department 1242 – Juvenile Justice Center, account 60100 – Building Repairs/Maintenance.

cc: Aubrey Weger, Resource Management  
Contract File

## CONTRACT AGREEMENT

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 **GBH Builders Inc.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's quote 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 their quote designated and marked:

**Juvenile Justice Center  
Columbia, Missouri  
Quote Date: April 11, 2011**

and agrees to perform all the work required for a total of \$4,492.00.

The following contract documents 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.

Contractor Quote dated April 11, 2011  
Insurance Requirements  
Affidavit—OSHA Requirements  
Affidavit--Prevailing Wage  
State Wage Rates-Annual Wage Order #17  
Boone County Standard Terms and Conditions

The Contractor 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 **within fourteen (14) days** after receipt of Notice to Proceed, and to complete the work **within thirty (30) days** after receipt of Notice to Proceed 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 \$100.00 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 of Four Thousand Four Hundred Ninety Two Dollars and Zero Cents (\$4,492.00) 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 5.3.11 at Columbia, Missouri.  
(Date)

CONTRACTOR:  
GBH BUILDERS, INC  
By: [Signature]  
Authorized Representative Signature

OWNER, BOONE COUNTY, MISSOURI  
By: [Signature]  
Edward H. Robb, Presiding Commissioner

By: Jake Hunget  
Authorized Representative Printed Name  
Title: President

Approved as to Legal Form:

*[Signature]*  
CJ Dykhouse  
Boone County Counselor

ATTEST:

*Wendy S. Noren*  
Wendy Noren, County Clerk

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) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

<u><i>[Signature]</i></u>	<u>4/26/11</u>	1242 / 60100 - \$4,492.00
Signature	Date	Appropriation Account

## Insurance Requirements

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

**Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.



**COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

**OSHA TRAINING  
REQUIRED FOR PUBLIC WORKS TO BE IN PROGRESS  
AFTER AUGUST 28, 2009**

**OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_

State of \_\_\_\_\_, personally came and appeared (name and title)  
\_\_\_\_\_ of the (name of company)  
\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. \_\_\_\_\_ issued by the Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in carrying out the Contract and work in connection with

(name of project) \_\_\_\_\_ located at  
(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,  
Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public



## STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference.

These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

## PREVAILING WAGE NOTICE OF EXCESSIVE UNEMPLOYMENT

### **\*\*\* NOW IN EFFECT \*\*\***

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) The unemployment rate has exceeded 5% for the past two months. Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at

[http://www.dolir.mo.gov/ls/faq/faq\\_PublicWorksEmployment.asp](http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp) or view the statute 290.550 - 290.580 RSMo, at

<http://www.moga.mo.gov/statutes/C290.HTM>.

Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

### Annual Wage Order No. 17

Section 010

**BOONE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Carla Buschjost, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2010**

Last Date Objections May Be Filed: **April 9, 2010**

Prepared by Missouri Department of Labor and Industrial Relations



Building Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	**Effective Date of	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$32.84	FED		\$9.24
Boilermaker			\$32.31	57	7	\$21.79
Bricklayers - Stone Mason			\$27.48	59	7	\$13.60
Carpenter			\$23.29	60	15	\$11.00
Cement Mason			\$25.08	9	3	\$11.60
Electrician (Inside Wireman)			\$29.92	28	7	\$11.73 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$39.610	26	54	\$21.428
Operating Engineer						
Group I			\$25.92	86	66	\$18.37
Group II			\$25.92	86	66	\$18.37
Group III			\$24.67	86	66	\$18.37
Group III-A			\$25.92	86	66	\$18.37
Group IV			\$23.69	86	66	\$18.37
Group V			\$26.62	86	66	\$18.37
Pipe Fitter		b	\$34.00	91	69	\$21.43
Glazier		c	\$24.35	122	76	\$14.22 + 3.4%
Laborer (Building):						
General			\$20.31	42	44	\$9.94
First Semi-Skilled			\$22.31	42	44	\$9.94
Second Semi-Skilled			\$21.31	42	44	\$9.94
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.03
Millwright			\$24.29	60	15	\$11.00
Iron Worker			\$26.41	11	8	\$17.80
Painter			\$21.40	18	7	\$9.82
Plasterer			\$23.89	94	5	\$11.27
Plumber		b	\$34.00	91	69	\$21.43
Pile Driver			\$24.29	60	15	\$11.00
Roofer			\$27.25	12	4	\$11.89
Sheet Metal Worker			\$27.89	40	23	\$12.92
Sprinkler Fitter			\$30.84	33	19	\$15.80
Terrazzo Worker			\$27.48	124	74	\$13.60
Tile Setter			\$20.62	124	74	\$12.03
Truck Driver - Teamster						
Group I			\$23.25	101	5	\$8.55
Group II			\$23.90	101	5	\$8.55
Group III			\$23.40	101	5	\$8.55
Group IV			\$23.90	101	5	\$8.55
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.



**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 9:** Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 12:** Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

**NO. 18:** Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 28:** Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

**NO. 33:** Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 42:** Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. **Shift Work:** Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hours' pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

**NO. 59:** Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 60:** Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

**NO. 86:** Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour work.

**NO. 94:** Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 101:** Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

**NO. 110:** Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. **Shift work:** Where it is necessary for the project to operate in shifts, a twenty-four (24) hour or sixteen (16) hour daily schedule shall be established for not less than three (3) consecutive days at the wage rates applicable to the work being performed. One-half (1/2) hour in eight (8) hour shift shall be allowed for lunch for which there will be no deduction in the pay of the employee. Employees on the second shift shall be paid twenty-five cents (\$.25) per hour more and employees on the third shift fifty cents (\$.50) per hour more than those on the first shift. Overtime shall be computed after shift differential is added to base pay.

**NO. 122:** Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

**NO. 124:** Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

**NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is too paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 15:** All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

**NO. 19:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

**NO. 23:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

**NO. 44:** All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.



**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 55:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 69:** All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

**NO. 74:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

**NO. 76:** Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
<b>CARPENTER</b>					
Journeyman		\$28.57	7	16	\$11.00
Millwright		\$28.57	7	16	\$11.00
Pile Driver Worker		\$28.57	7	16	\$11.00
<b>OPERATING ENGINEER</b>					
Group I		\$25.00	21	5	\$18.28
Group II		\$24.65	21	5	\$18.28
Group III		\$24.45	21	5	\$18.28
Group IV		\$20.80	21	5	\$18.28
Oiler-Driver		\$20.80	21	5	\$18.28
<b>LABORER</b>					
General Laborer		\$24.56	2	4	\$9.29
Skilled Laborer		\$25.16	2	4	\$9.29
<b>TRUCK DRIVER - TEAMSTER</b>					
Group I		\$26.22	22	19	\$9.40
Group II		\$26.38	22	19	\$9.40
Group III		\$26.37	22	19	\$9.40
Group IV		\$26.49	22	19	\$9.40

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**REPLACEMENT PAGE  
BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

**NO. 7:** Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

**REPLACEMENT PAGE**  
**BOONE COUNTY**  
**OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

**NO. 5:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

**NO. 16:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 19:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

## OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Adrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

### COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 42%
Lineman Operator	\$30.24	\$4.75 + 42%
Groundman	\$23.38	\$4.75 + 42%

**OVERTIME RATE:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

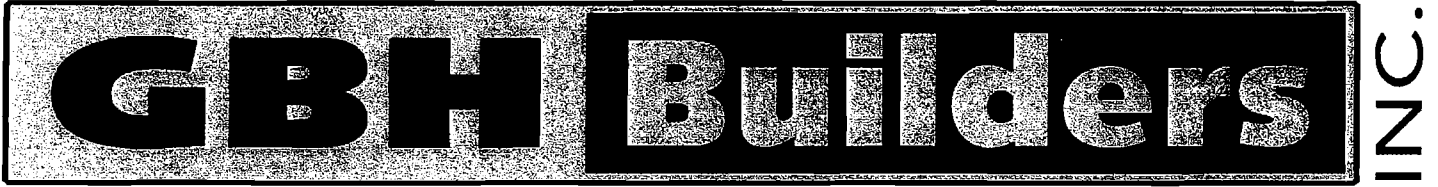
**HOLIDAY RATE:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

### UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 39.55%
Lineman Operator	\$30.24	\$4.75 + 39.55%
Groundman	\$23.38	\$4.75 + 39.55%

**OVERTIME RATE:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**HOLIDAY RATE:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.



April 11, 2011

Boone County

Attn: Aubrey Weger

Project: Juvenile Justice Center  
Columbia, MO

Re: Proposal for new partition wall

Item A – 13' x 8' (height) of 3 5/8" stud wall with 5/8" drywall both sides, insulated.

For the sum of: \$1,200.00

Item B – 3070 door, ¾ hour, with institutional half glass, installed.

For the sum of: \$2,300.00

Item C – Remove (2) 8" x 16" blocks & replace with grills on each side of wall.

For the sum of: \$130.00

Item D – Electrical; install 3 outlets, tap existing circuit within 40'. 2 outlets in new wall, other exposed on masonry. 2 new data rough-ins to above ceiling.

For the sum of: \$862.00

Jake Hunget  
President

PO BOX 945  
JEFFERSON CITY, MO 65102  
PH: 573-893-3633 FAX: 573-893-5847

(Please complete and return with Contract)

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

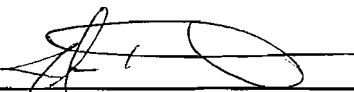
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jake Hunget - President of GBH Builders, Inc.

\_\_\_\_\_  
Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature

4/18/2011  
\_\_\_\_\_  
Date





177 -2011

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 11

County of Boone

3<sup>rd</sup>

May

11

In the County Commission of said county, on the

day of

20

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

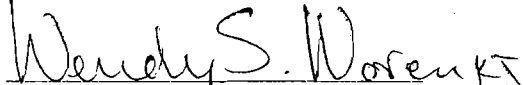
Now on this day the County Commission of the County of Boone does hereby approve the Agreement to Provide Data Entry Services Term and Supply with the following six individuals:

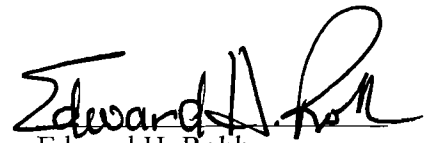
- Angela C. Capps
- Christina Wagner
- Christopher Parr
- Lindsay Williams
- Tammy Smeltset
- Teri L. Reed

It is further ordered the Presiding Commissioner is hereby authorized to sign said agreements.

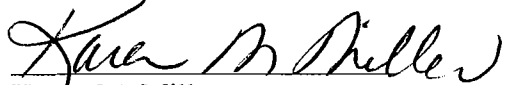
Done this 3<sup>rd</sup> day of May, 2011.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission



Edward H. Robb  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**AGREEMENT TO PROVIDE DATA ENTRY SERVICES  
TERM AND SUPPLY CONTRACT**

THIS AGREEMENT is made by and between Boone County, Missouri, by and through the Boone County Sheriff's Department and the Boone County Commission, ("County") and Angela C. CAPP ("Independent Contractor").

**WHEREAS:**

**A.** County has requested Independent Contractor's temporary assistance with data entry services related to law enforcement information for entry of data into M.U.L.E.S.

**B.** Independent Contractor is qualified and certified to enter law enforcement data into M.U.L.E.S. by virtue of Independent Contractor's employment with the Missouri Highway Patrol, and is willing to provide data entry services while off-duty from the Missouri Highway Patrol on the terms and conditions set out herein.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

- 1. Services to Be Provided:** Independent Contractor agrees to process data entry information as requested by the Boone County Sheriff's Department into M.U.L.E.S. using Independent Contractor's individual credentials for the M.U.L.E.S. system.
- 2. Time and Manner of Performance:** Independent Contractor shall provide the data entry services at such times as the Independent Contractor is available and the Boone County Sheriff indicates that there is a need for said services. The work shall be done primarily during evenings and weekends, and shall be done only after Independent Contractor has obtained authority for this "off-duty" work from the Missouri Highway Patrol. All data entry services shall be performed in a careful, expeditious, and professional manner and shall be consistent with all applicable rules and regulations governing the entry of data into M.U.L.E.S. The Boone County Sheriff shall provide a minimum of four (4) hours of work to Independent Contractor for each approved period of work.
- 3. Fees:** County will pay Independent Contractor a lump sum at the conclusion of the term of services that Independent Contractor is able to provide. Said lump sum payment will be calculated as follows: the Independent Contractor's base hourly rate with the Missouri Highway Patrol multiplied by the number of verified hours of data entry work the Independent Contractor has performed for the Boone County Sheriff.
- 4. Independent Contractor Status:** The parties mutually acknowledge and agree that the relationship between County and Independent Contractor is that of an independent contractor and not an agent, employee or servant. Independent Contractor shall have the sole and exclusive responsibility and control, and to determine the method and manner of, Independent Contractor's performance under this Agreement. Independent Contractor shall be solely responsible for all contributions, taxes or required estimated payments under all applicable federal and state laws. Independent Contractor understands this is a temporary agreement for data entry services and that there is no guarantee of future work.
- 5. Confidentiality:** Independent Contractor shall maintain the confidentiality of all sensitive law enforcement information in the same manner as they would for similar information encountered during the performance of their official duties for the Missouri Highway Patrol.
- 6. Assignment:** This Agreement may not be assigned by Independent Contractor.
- 7. Termination:** This Agreement may be terminated by either party at any time without cause. Upon termination, the County will process the lump sum payment for the verified hours of work performed by the Independent Contractor for the Boone County Sheriff prior to termination within a reasonable time.



177-2011

**AGREEMENT TO PROVIDE DATA ENTRY SERVICES  
TERM AND SUPPLY CONTRACT**

THIS AGREEMENT is made by and between Boone County, Missouri, by and through the Boone County Sheriff's Department and the Boone County Commission, ("County") and CHRISTINA WAGNER ("Independent Contractor").

**WHEREAS:**

A. County has requested Independent Contractor's temporary assistance with data entry services related to law enforcement information for entry of data into M.U.L.E.S.

B. Independent Contractor is qualified and certified to enter law enforcement data into M.U.L.E.S. by virtue of Independent Contractor's employment with the Missouri Highway Patrol, and is willing to provide data entry services while off-duty from the Missouri Highway Patrol on the terms and conditions set out herein.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **Services to Be Provided:** Independent Contractor agrees to process data entry information as requested by the Boone County Sheriff's Department into M.U.L.E.S. using Independent Contractor's individual credentials for the M.U.L.E.S. system.
2. **Time and Manner of Performance:** Independent Contractor shall provide the data entry services at such times as the Independent Contractor is available and the Boone County Sheriff indicates that there is a need for said services. The work shall be done primarily during evenings and weekends, and shall be done only after Independent Contractor has obtained authority for this "off-duty" work from the Missouri Highway Patrol. All data entry services shall be performed in a careful, expeditious, and professional manner and shall be consistent with all applicable rules and regulations governing the entry of data into M.U.L.E.S. The Boone County Sheriff shall provide a minimum of four (4) hours of work to Independent Contractor for each approved period of work.
3. **Fees:** County will pay Independent Contractor a lump sum at the conclusion of the term of services that Independent Contractor is able to provide. Said lump sum payment will be calculated as follows: the Independent Contractor's base hourly rate with the Missouri Highway Patrol multiplied by the number of verified hours of data entry work the Independent Contractor has performed for the Boone County Sheriff.
4. **Independent Contractor Status:** The parties mutually acknowledge and agree that the relationship between County and Independent Contractor is that of an independent contractor and not an agent, employee or servant. Independent Contractor shall have the sole and exclusive responsibility and control, and to determine the method and manner of, Independent Contractor's performance under this Agreement. Independent Contractor shall be solely responsible for all contributions, taxes or required estimated payments under all applicable federal and state laws. Independent Contractor understands this is a temporary agreement for data entry services and that there is no guarantee of future work.
5. **Confidentiality:** Independent Contractor shall maintain the confidentiality of all sensitive law enforcement information in the same manner as they would for similar information encountered during the performance of their official duties for the Missouri Highway Patrol.
6. **Assignment:** This Agreement may not be assigned by Independent Contractor.
7. **Termination:** This Agreement may be terminated by either party at any time without cause. Upon termination, the County will process the lump sum payment for the verified hours of work performed by the independent Contractor for the Boone County Sheriff prior to termination within a reasonable time.

- 8. **Governing Law:** This Agreement shall be governed under the laws of the State of Missouri.
- 9. **Severability:** If any provision of this Agreement is ruled invalid in any proceeding, such finding shall not affect the validity of any other provision of this Agreement as a whole, which shall remain in full force and effect.
- 10. **Entire Agreement, Amendment:** This Agreement constitutes the entire agreement of Independent Contractor and County regarding this subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements, any and all of which are hereby made null and void. This Agreement may be amended only by a written agreement executed by Independent Contractor and an authorized representative of County.
- 11. **Survival:** The following provisions shall survive any expiration or termination of this agreement: paragraphs 4, 5, 8, 9, 10, and 11.

IN WITNESS WHEREOF, this Agreement is executed as of the dates set forth below by the authorized parties:

**INDEPENDENT CONTRACTOR:**

Signed: Christina Wagner  
 Printed Name: Christina Wagner  
 Mo Hwy Patrol Base Hourly Rate: 18.64  
 Dated: 04/28/11

**COUNTY OF BOONE:**

By: [Signature]  
 Edward H. Robb, Presiding Commissioner

Dated: 5-3-2011

Attest: [Signature]  
 Wendy S. Noren, Boone County Clerk

Approved: [Signature]  
 Dwayne Carey, Boone County Sheriff

Approved as to legal form:  
[Signature]  
 C.J. Dykhouse, 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) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

[Signature] by KS 5/3/11 7251-71100  
 Signature Date Appropriation Amount

**AGREEMENT TO PROVIDE DATA ENTRY SERVICES  
TERM AND SUPPLY CONTRACT**

THIS AGREEMENT is made by and between Boone County, Missouri, by and through the Boone County Sheriff's Department and the Boone County Commission, ("County") and CHRISTOPHER PARR ("Independent Contractor").

**WHEREAS:**

A. County has requested Independent Contractor's temporary assistance with data entry services related to law enforcement information for entry of data into M.U.L.E.S.

B. Independent Contractor is qualified and certified to enter law enforcement data into M.U.L.E.S. by virtue of Independent Contractor's employment with the Missouri Highway Patrol, and is willing to provide data entry services while off-duty from the Missouri Highway Patrol on the terms and conditions set out herein.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. Services to Be Provided:** Independent Contractor agrees to process data entry information as requested by the Boone County Sheriff's Department into M.U.L.E.S. using Independent Contractor's individual credentials for the M.U.L.E.S. system.

**2. Time and Manner of Performance:** Independent Contractor shall provide the data entry services at such times as the Independent Contractor is available and the Boone County Sheriff indicates that there is a need for said services. The work shall be done primarily during evenings and weekends, and shall be done only after Independent Contractor has obtained authority for this "off-duty" work from the Missouri Highway Patrol. All data entry services shall be performed in a careful, expeditious, and professional manner and shall be consistent with all applicable rules and regulations governing the entry of data into M.U.L.E.S. The Boone County Sheriff shall provide a minimum of four (4) hours of work to Independent Contractor for each approved period of work.

**3. Fees:** County will pay Independent Contractor a lump sum at the conclusion of the term of services that Independent Contractor is able to provide. Said lump sum payment will be calculated as follows: the Independent Contractor's base hourly rate with the Missouri Highway Patrol multiplied by the number of verified hours of data entry work the Independent Contractor has performed for the Boone County Sheriff.

**4. Independent Contractor Status:** The parties mutually acknowledge and agree that the relationship between County and Independent Contractor is that of an independent contractor and not an agent, employee or servant. Independent Contractor shall have the sole and exclusive responsibility and control, and to determine the method and manner of, Independent Contractor's performance under this Agreement. Independent Contractor shall be solely responsible for all contributions, taxes or required estimated payments under all applicable federal and state laws. Independent Contractor understands this is a temporary agreement for data entry services and that there is no guarantee of future work.

**5. Confidentiality:** Independent Contractor shall maintain the confidentiality of all sensitive law enforcement information in the same manner as they would for similar information encountered during the performance of their official duties for the Missouri Highway Patrol.

**6. Assignment:** This Agreement may not be assigned by Independent Contractor.

**7. Termination:** This Agreement may be terminated by either party at any time without cause. Upon termination, the County will process the lump sum payment for the verified hours of work performed by the Independent Contractor for the Boone County Sheriff prior to termination within a reasonable time.





**AGREEMENT TO PROVIDE DATA ENTRY SERVICES  
TERM AND SUPPLY CONTRACT**

THIS AGREEMENT is made by and between Boone County, Missouri, by and through the Boone County Sheriff's Department and the Boone County Commission, ("County") and LINDSAY WILLIAMS ("Independent Contractor").

**WHEREAS:**

**A.** County has requested Independent Contractor's temporary assistance with data entry services related to law enforcement information for entry of data into M.U.L.E.S.

**B.** Independent Contractor is qualified and certified to enter law enforcement data into M.U.L.E.S. by virtue of Independent Contractor's employment with the Missouri Highway Patrol, and is willing to provide data entry services while off-duty from the Missouri Highway Patrol on the terms and conditions set out herein.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. Services to Be Provided:** Independent Contractor agrees to process data entry information as requested by the Boone County Sheriff's Department into M.U.L.E.S. using Independent Contractor's individual credentials for the M.U.L.E.S. system.

**2. Time and Manner of Performance:** Independent Contractor shall provide the data entry services at such times as the Independent Contractor is available and the Boone County Sheriff indicates that there is a need for said services. The work shall be done primarily during evenings and weekends, and shall be done only after Independent Contractor has obtained authority for this "off-duty" work from the Missouri Highway Patrol. All data entry services shall be performed in a careful, expeditious, and professional manner and shall be consistent with all applicable rules and regulations governing the entry of data into M.U.L.E.S. The Boone County Sheriff shall provide a minimum of four (4) hours of work to Independent Contractor for each approved period of work.

**3. Fees:** County will pay Independent Contractor a lump sum at the conclusion of the term of services that Independent Contractor is able to provide. Said lump sum payment will be calculated as follows: the Independent Contractor's base hourly rate with the Missouri Highway Patrol multiplied by the number of verified hours of data entry work the Independent Contractor has performed for the Boone County Sheriff.

**4. Independent Contractor Status:** The parties mutually acknowledge and agree that the relationship between County and Independent Contractor is that of an independent contractor and not an agent, employee or servant. Independent Contractor shall have the sole and exclusive responsibility and control, and to determine the method and manner of, Independent Contractor's performance under this Agreement. Independent Contractor shall be solely responsible for all contributions, taxes or required estimated payments under all applicable federal and state laws. Independent Contractor understands this is a temporary agreement for data entry services and that there is no guarantee of future work.

**5. Confidentiality:** Independent Contractor shall maintain the confidentiality of all sensitive law enforcement information in the same manner as they would for similar information encountered during the performance of their official duties for the Missouri Highway Patrol.

**6. Assignment:** This Agreement may not be assigned by Independent Contractor.

**7. Termination:** This Agreement may be terminated by either party at any time without cause. Upon termination, the County will process the lump sum payment for the verified hours of work performed by the Independent Contractor for the Boone County Sheriff prior to termination within a reasonable time.



**AGREEMENT TO PROVIDE DATA ENTRY SERVICES  
TERM AND SUPPLY CONTRACT**

THIS AGREEMENT is made by and between Boone County, Missouri, by and through the Boone County Sheriff's Department and the Boone County Commission, ("County") and Tammy Smeltzer ("Independent Contractor").

WHEREAS:

A. County has requested Independent Contractor's temporary assistance with data entry services related to law enforcement information for entry of data into M.U.L.E.S.

B. Independent Contractor is qualified and certified to enter law enforcement data into M.U.L.E.S. by virtue of Independent Contractor's employment with the Missouri Highway Patrol, and is willing to provide data entry services while off-duty from the Missouri Highway Patrol on the terms and conditions set out herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

**1. Services to Be Provided:** Independent Contractor agrees to process data entry information as requested by the Boone County Sheriff's Department into M.U.L.E.S. using Independent Contractor's individual credentials for the M.U.L.E.S. system.

**2. Time and Manner of Performance:** Independent Contractor shall provide the data entry services at such times as the Independent Contractor is available and the Boone County Sheriff indicates that there is a need for said services. The work shall be done primarily during evenings and weekends, and shall be done only after Independent Contractor has obtained authority for this "off-duty" work from the Missouri Highway Patrol. All data entry services shall be performed in a careful, expeditious, and professional manner and shall be consistent with all applicable rules and regulations governing the entry of data into M.U.L.E.S. The Boone County Sheriff shall provide a minimum of four (4) hours of work to Independent Contractor for each approved period of work.

**3. Fees:** County will pay Independent Contractor a lump sum at the conclusion of the term of services that Independent Contractor is able to provide. Said lump sum payment will be calculated as follows: the Independent Contractor's base hourly rate with the Missouri Highway Patrol multiplied by the number of verified hours of data entry work the Independent Contractor has performed for the Boone County Sheriff.

**4. Independent Contractor Status:** The parties mutually acknowledge and agree that the relationship between County and Independent Contractor is that of an independent contractor and not an agent, employee or servant. Independent Contractor shall have the sole and exclusive responsibility and control, and to determine the method and manner of, Independent Contractor's performance under this Agreement. Independent Contractor shall be solely responsible for all contributions, taxes or required estimated payments under all applicable federal and state laws. Independent Contractor understands this is a temporary agreement for data entry services and that there is no guarantee of future work.

**5. Confidentiality:** Independent Contractor shall maintain the confidentiality of all sensitive law enforcement information in the same manner as they would for similar information encountered during the performance of their official duties for the Missouri Highway Patrol.

**6. Assignment:** This Agreement may not be assigned by Independent Contractor.

**7. Termination:** This Agreement may be terminated by either party at any time without cause. Upon termination, the County will process the lump sum payment for the verified hours of work performed by the Independent Contractor for the Boone County Sheriff prior to termination within a reasonable time.



**AGREEMENT TO PROVIDE DATA ENTRY SERVICES  
TERM AND SUPPLY CONTRACT**

THIS AGREEMENT is made by and between Boone County, Missouri, by and through the Boone County Sheriff's Department and the Boone County Commission, ("County") and Teri L. Reed ("Independent Contractor").

**WHEREAS:**

A. County has requested Independent Contractor's temporary assistance with data entry services related to law enforcement information for entry of data into M.U.L.E.S.

B. Independent Contractor is qualified and certified to enter law enforcement data into M.U.L.E.S. by virtue of Independent Contractor's employment with the Missouri Highway Patrol, and is willing to provide data entry services while off-duty from the Missouri Highway Patrol on the terms and conditions set out herein.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **Services to Be Provided:** Independent Contractor agrees to process data entry information as requested by the Boone County Sheriff's Department into M.U.L.E.S. using Independent Contractor's individual credentials for the M.U.L.E.S. system.
2. **Time and Manner of Performance:** Independent Contractor shall provide the data entry services at such times as the Independent Contractor is available and the Boone County Sheriff indicates that there is a need for said services. The work shall be done primarily during evenings and weekends, and shall be done only after Independent Contractor has obtained authority for this "off-duty" work from the Missouri Highway Patrol. All data entry services shall be performed in a careful, expeditious, and professional manner and shall be consistent with all applicable rules and regulations governing the entry of data into M.U.L.E.S. The Boone County Sheriff shall provide a minimum of four (4) hours of work to Independent Contractor for each approved period of work.
3. **Fees:** County will pay Independent Contractor a lump sum at the conclusion of the term of services that Independent Contractor is able to provide. Said lump sum payment will be calculated as follows: the Independent Contractor's base hourly rate with the Missouri Highway Patrol multiplied by the number of verified hours of data entry work the Independent Contractor has performed for the Boone County Sheriff.
4. **Independent Contractor Status:** The parties mutually acknowledge and agree that the relationship between County and Independent Contractor is that of an independent contractor and not an agent, employee or servant. Independent Contractor shall have the sole and exclusive responsibility and control, and to determine the method and manner of, Independent Contractor's performance under this Agreement. Independent Contractor shall be solely responsible for all contributions, taxes or required estimated payments under all applicable federal and state laws. Independent Contractor understands this is a temporary agreement for data entry services and that there is no guarantee of future work.
5. **Confidentiality:** Independent Contractor shall maintain the confidentiality of all sensitive law enforcement information in the same manner as they would for similar information encountered during the performance of their official duties for the Missouri Highway Patrol.
6. **Assignment:** This Agreement may not be assigned by Independent Contractor.
7. **Termination:** This Agreement may be terminated by either party at any time without cause. Upon termination, the County will process the lump sum payment for the verified hours of work performed by the Independent Contractor for the Boone County Sheriff prior to termination within a reasonable time.



PLEASE NOTE: The official pay date is the check date on your pay stub. Viewing your electronic pay stub prior to the official pay date does not mean the funds have been deposited in your account. If an error in pay is detected, the pay stub information may change up to the official pay date. All direct deposits are dated for the official pay date. The individual banking institutions determine the day the funds will be available for withdrawal.



Pay Period End Date: 03/15/2011

Check Date: 03/31/2011

Payroll Advice Statement

Check Type: Direct Deposit

General			
Name:	TERI L REED	Agency:	MSHP1
Empl Id:	023811	Location:	6214-B-COMMUNICATIONS-CIV
Address:	349 HWY J PHILADELPHIA MO 63463	Pay Rate:	\$1,693.00 Semimonthly

Paycheck Summary			
CURR.EARNINGS	YTD.EARNINGS	CURR.DEDUCTIONS	NET PAY
1,693.00	10,158.00	324.44	1,368.56

Earnings			
PAY CATEGORY	RATE	HOURS	AMOUNT
REGULAR PAY	1693.00	70.40	1,380.44
SICK LEAVE PAY	1693.00	16.00	312.56

Current Leave Balances			
LEAVE CATEGORY	ACCRUED	USED	BALANCE
ANNUAL LEAVE	5.00	0.00	46.42
FEDERAL COMP	0.00	0.00	0.16
HOLIDAY COMP	0.00	0.00	8.00
STATE COMP	0.00	0.00	0.30
SICK LEAVE	5.00	16.00	275.27

Employer Contributions		
CON CATEGORY	AMOUNT	YTD AMOUNT
CP MODOT HLTH INS	191.50	1,149.00
HWY LIFE INS	3.59	21.54
MODOT LTD	8.97	53.82
MEDICARE	24.00	143.41
SOCIAL SECURITY	102.64	613.20
MODOT RETIREMENT	659.08	3,954.48

Employee Deductions		
DED CATEGORY	AMOUNT	YTD AMOUNT
FEDERAL TAX	117.28	697.29
MEDICARE	24.00	143.41
SOCIAL SECURITY	69.54	415.40
MO STATE TAX	51.00	303.00
CP MODOT HEALTH	8.00	48.00
CP DENTAL SOURCE	29.50	219.63
HWY CHILD LIFE INS	0.75	4.50
HWY EE OPT LIFE INS	6.36	38.16
HWY SPOUSE LIFE INS	5.43	32.58
CAFE PLAN ADMIN FEE	0.08	0.40
DUES MST ASSOC	12.50	75.00

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 11

3<sup>rd</sup>

May

11

In the County Commission of said county, on the

day of

20

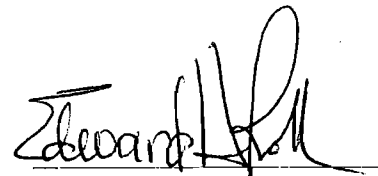
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached template for all Container Garden Program Agreements between the Boone County Commission and approved applicants. It is further ordered the Presiding Commissioner is hereby authorized to sign any such Container Garden Program Agreements after the applicant has been approved.

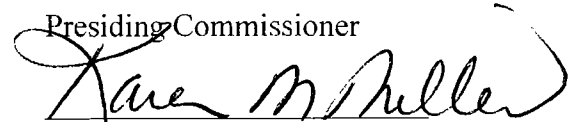
Done this 3<sup>rd</sup> day of May, 2011.

ATTEST:

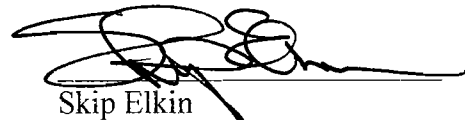
  
Wendy S. Noren  
Clerk of the County Commission



Edward H. Robb  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner



## CONTAINER GARDEN PROGRAM AGREEMENT

WHEREAS, the Boone County's Container Garden Program encourages the beautification of public areas by allowing members of the community to contribute materials and labor for the creation and maintenance of public container gardens in the county courtyard area; and

WHEREAS, \_\_\_\_\_ (hereinafter referred to as the Organization) has submitted an application for permission to create and maintain a container garden in one of the cells that contained the county courtyard's former river fountain pursuant to the Container Garden Program; and

WHEREAS, the Organization's application has been reviewed and approved by the Boone County Commission.

NOW, THEREFORE, permission is hereby granted to the Organization to create and maintain a container garden in container number \_\_\_\_\_ (1-5), contingent upon the following:

1. The Organization will proceed with and substantially complete the planting plan submitted with their approved application no later than April 30<sup>th</sup> of each year of this Agreement. The planting plan and application are both incorporated herein by reference and made a part of this Agreement. Installation of the plantings shall be according to the planting plan, and the planting plan can be amended only through the mutual, written agreement of the Organization and County.
2. Organization will appoint a "Container Garden Program Coordinator" who shall serve as the point of contact between the County and Organization. The Container Garden Program Coordinator shall keep current contact information on file at the Boone County Commission office, although the County reserves the right to direct notifications to the Organization's mailing address as indicated on its application.
3. The Organization will assume all responsibility and liability for, and shall defend and hold the County of Boone, its various departments, officers, agents and employees harmless against any actions at law or claims of any nature whatsoever, including without limitation any property damage claims resulting from theft of plants, vandalism, or any incident which may occur, in whole or in part, as a result of Organization's gardening activities.
4. All participants of Organization shall, prior to engaging in any activity relating to the Container Garden program, be at least 18 years of age and sign a Container Garden Program Release. In the event of participants younger than 18, an appropriate Container Garden Program Release must be signed by a parent or guardian and the participant must be supervised by an adult 21 years of age or older.
5. Organization will comply with all applicable laws, federal, state and local, in connection with its participation in the Container Garden Program.

6. Organization will properly care for plant materials and maintain the site in a neat and orderly fashion, and provide for clean up and transitioning of the container garden as appropriate at the end of each growing season.
7. County will provide signage that will be placed in the container garden after completion of the plant installation acknowledging Organization's participation in the program.
8. Organization hereby grants County permission to use photographs of the Container Garden program activities in printed literature and media releases.
9. This Agreement shall take effect on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and shall expire on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, unless otherwise terminated as provided for herein. If this Agreement contemplates a term of more than one growing season, the Organization will proceed each growing season with installation of the approved planting plan by April 30 of each year.
10. This agreement may be terminated by the County at any time, without cause, upon sixty (60) days advance written notice to the Organization.

**IN WITNESS WHEREOF** the parties, through their duly authorized representatives, have executed this agreement effective as of the date of the last party to execute the same.

Executed by the Organization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by Boone County this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**ORGANIZATION**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BOONE COUNTY**

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

Edward H. Robb, Presiding  
 Commissioner

ATTEST:

\_\_\_\_\_  
 Wendy S. Noren, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
 C.J. Dykhouse, County Counselor

## **CONTAINER GARDEN PROGRAM:**

The purpose of the Container Garden Program is to repurpose the five cells of the river fountain along the southeast of the Boone County Courthouse courtyard (bordering Boone Tavern's patio) into 5 container gardens containing plantings which reflect the diversity of interests of Boone County residents and natural beauty of various types of different gardens.

Interested groups or individuals can apply for participation in the program. The requirements for participation include:

- Providing a completed volunteer application on the forms provided by the County and any required supplemental information.
- Approved applicants must enter into a Container Garden Program Agreement with the County.
- Minimum period of commitment of one (1) growing season, with up to three (3) growing seasons of commitment potentially available as determined by the County Commission.
- Installation of plantings consistent with the approved planting plan in a timely fashion.
- Maintenance of the plantings throughout the growing season, including watering, weeding, pruning, fertilizing, or other appropriate care.
- After the growing season, remove, prune or otherwise dispose or care for the plants, as appropriate, and stage the container garden for the next growing season's anticipated use.

To support the program, the County will:

- Prepare the cells for the repurposing into container gardens by removing existing grates and providing soil.
- Give public notice of the program and make applications available to interested groups or individuals.
- Designate the cells awarded to successful applicants for up to a maximum of three (3) growing seasons.
- Provide water on-site near the cells in the form of an available spigot.
- Cooperate with the applicants on any special soil or other requirements, although any reimbursements for expenditures related to such special requirements require advanced approval, in writing, from the Boone County Commission, or the same shall be considered part of the applicant's donated resources.
- Provide signage recognizing the group for each container garden.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 11

3<sup>rd</sup>

May

11

In the County Commission of said county, on the

day of

20

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

Now on this day the County Commission of the County of Boone does hereby reappoint Larry Oetting to the Planning & Zoning Commission for a term beginning 5/3/2011 and ending 5/3/2015.

Done this 3<sup>rd</sup> day of May, 2011.

ATTEST:

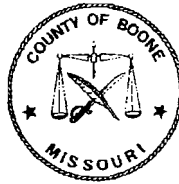
*Wendy S. Noren*  
Wendy S. Noren  
Clerk of the County Commission

*Edward H. Robb*  
Edward H. Robb  
Presiding Commissioner

*Karen M. Miller*  
Karen M. Miller  
District I Commissioner

*Skip Elkin*  
Skip Elkin  
District II Commissioner

Ed Robb, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

*Term - 4 years  
5/3/2011 - 4/30/15  
Re-Appointment 5/3/2015*

Board or Commission: Planning & Zoning Commission Term: 3/31/2011

Current Township: Three Creeks Today's Date: 3/31/2011

Name: Larry Oetting

Home Address: 6552 East HWY AB Zip Code: 65201

Business Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: 573-442-1475 Work Phone: 573-424-6964  
Fax: \_\_\_\_\_ E-mail: larryo@remax.net

Qualifications: on file

Past Community Service: on file

References: on file

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Signature on file -  
Applicant Signature

Return Application To: Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201  
Fax: 573-886-4311

*Re-Appoint*