

CERTIFIED COPY OF ORDER

February Session of the January Adjourned

Term. 20 17

STATE OF MISSOURI }
County of Boone } ea.

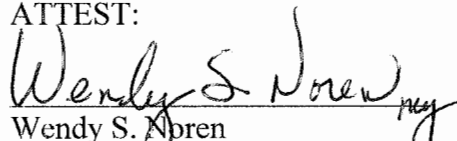
In the County Commission of said county, on the 14th day of February 20 17

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

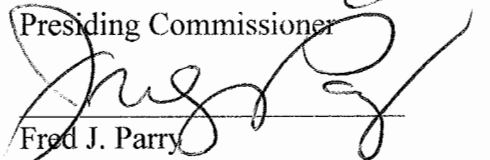
Now on this day the County Commission of the County of Boone does hereby recognize Broadway Christian Church and its parishioners for their service to the vulnerable in our community.

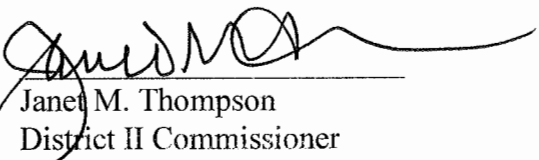
Done this 14th day of February, 2017.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

PROCLAMATION RECOGNIZING BROADWAY CHRISTIAN CHURCH'S SERVICE TO THE VULNERABLE IN OUR COMMUNITY

- Whereas,* Broadway Christian Church has been a fixture in the Columbia area for over 57 years; and
- Whereas,* parishioners of Broadway Christian Church, along with other members of the community, are devoted to helping the most vulnerable groups in our community, including the homeless; and
- Whereas,* one way in which Broadway Christian Church parishioners help the homeless is through provision of volunteers and space to Room at the Inn, a winter shelter operating in December, January and February;
- Whereas,* on January 13, 2017, many services and businesses in the Columbia area were closed or offering limited services in anticipation of severe winter weather; and
- Whereas,* these service and business closures impacted the ability of those utilizing Room at the Inn to proceed to their daytime destinations, leaving them stranded at the current location of Room at the Inn, Broadway Christian Church; and
- Whereas,* in response to this need, Broadway Christian Church and its parishioners continued to offer their time, talent and resources to ensure these individuals were treated with respect and had access to necessary services during this time;
- Therefore,* we do hereby recognize the contributions of Broadway Christian Church and its parishioners to the community of Boone County, and its dedication to serving our county's most vulnerable populations.

IN TESTIMONY WHEREOF, this 14th day of February, 2017.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Wendy S. Noren, County Clerk

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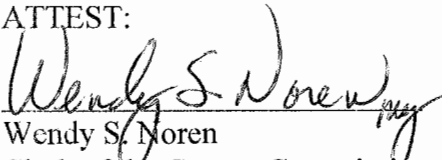
In the County Commission of said county, on the 14th day of February 20 17

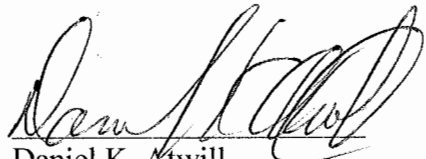
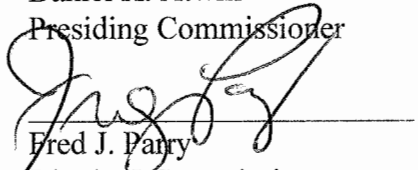
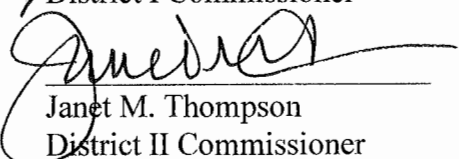
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract CC 170281001 to purchase one (1) Chevrolet Tahoe Special Services Utility Vehicle for Joint Communications from Don Brown Chevrolet of St. Louis, MO.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 14th day of February, 2017

ATTEST:

Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

69-2017

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: February 2, 2017
RE: Cooperative Contract: CC170281001 – Chevrolet Tahoe Special Services
Utility Vehicle for Boone County Joint Communications

Joint Communications requests permission to utilize the State of Missouri, Office of Administration cooperative contract *CC170281001 – Model Year 2017 Patrol Vehicles* with Don Brown Chevrolet of St. Louis, Missouri to purchase one (1) Chevrolet Tahoe Special Services Utility Vehicle.

Total cost of contract is \$35,501.12 and will be paid from department 2704 – Joint Comm Radio Network, account 91400 – Auto/Trucks. \$42,000 was budgeted for the Tahoe.

cc: Chad Martin, Pat Schreiner / Joint Communications
Contract File

PURCHASE AGREEMENT**(1) New 2017 Chevrolet Tahoe 4x4 Special Services Utility Vehicle
for Boone County Joint Communications**

THIS AGREEMENT dated the 14th day of February 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Don Brown Chevrolet, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for one (1) new 2017 Chevrolet Tahoe 4X4 Special Services Utility Vehicle in compliance with all bid specifications and any addendum issued for the State of Missouri, Office of Administration contract **CC170281001**, Don Brown Chevrolet quote dated January 16, 2017, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri, Office of Administration contract **CC170281001**, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on **January 1, 2017 and extend until June 30, 2017** subject to the provisions for termination specified below.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Chevrolet Tahoe with the following specifications:

	<u>Unit Price</u>
2017 or newer Chevrolet Tahoe Special Services Utility Vehicle, line item #14	\$34,286
Preparation Cost, line item #19	\$698.00
Delivery Cost: \$0.98 per mile x 244 miles	\$239.12
<u>Add Optional Equipment, line item #62</u>	
Additional keys, option 5HP	\$40.00
Interior Protection Package, option PDH	\$238.00
TOTAL	\$35,501.12

Color: Silver Ice Metallic

4. **Purchase Order** – The County will issue a Purchase Order for any order placed from this contract.

5. **Delivery** - Vendor agrees to deliver vehicle(s) as set forth in the bid documents and within 90 days after receipt of order. Delivery shall be to Boone County Public Works Department, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201.

6. **Title** – Title in the name of: Boone County Joint Communications. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

7. **Billing and Payment** - All billing shall be invoiced to Boone County Joint Communications, Attn: Pat Schreiner, 17 N. 7th Street, Suite A, Columbia, MO 65201 and billings may only include the prices listed herein. No additional fees for paper work processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

DON BROWN CHEVROLET, INC.
by [Signature]

title Fleet Manager

BOONE COUNTY, MISSOURI
by: Boone County Commission
[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
[Signature]
Wendy S. 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 this contract do not create a measurable county obligation at this time.)

[Signature] by [Signature] 02/03/17 2704-91400 / \$35,501.12
Signature Date Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, 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 billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
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 Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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.
12. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.

13. 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.
14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



2244 S. Kingshighway, St. Louis, Missouri 63110
 (314)772-1400 ext. 155 / (314)772-1022 Fax
dave@donbrownchevrolet.com
donbrownfleet.com

ATTN: Boone County Purchasing
 Chad Martin

DATE: 01/16/17

cmartin@boonecountymmo.org

QUOTE

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	MSHP Contract #CC170281001		
1	2017 Tahoe SSV Line Item #14	\$34,286.00	\$ 34,286.00
1	Line Item #19 Procurement Fee	\$698.00	\$ 698.00
1	Option 5HP - Additional Keys	\$40.00	\$ 40.00
1	Option PDH - Interior Protection Package	\$238.00	\$ 238.00
244	Del. Cost 244 miles @ \$.98/per mile round trip	\$0.98	\$ 239.12
	Color - Silver Ice Metallic		
GRAND TOTAL			\$ 35,501.12

If you should have any questions, please don't hesitate to give me a call. Thank you!

David Helterbrand
 Fleet Department Manager

This quote is good for 30 days

2704 / 91400



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

January 3, 2017

CONTRACT TITLE: MODEL YEAR 2017 PATROL VEHICLES

CURRENT CONTRACT PERIOD:	DECEMBER 16, 2016 THROUGH JUNE 30, 2017	
RENEWAL INFORMATION:	Original Contract Period:	December 16, 2016 through June 30, 2017
	Renewal Options Available:	Roll-Over Extension Available
	Potential Final Expiration:	December 31, 2017
BUYER INFORMATION:	Teri Schulte (573) 522-3296 Teri.schulte@oa.mo.gov	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.
Local Purchase Authority shall not be used to purchase supplies/services included
in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at
<http://oa.mo.gov/purchasing>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
CC170281001	4313370020 1 MB00089555	Don Brown Chevrolet Inc. 2244 South Kingshighway St. Louis, MO 63110 Phone: (314) 772-1400 Fax: (314) 772-1022 Contact: David Helterbrand dave@donbrownchevrolet.com	No	Yes

**PATROL VEHICLES –MODEL YEAR 2017
(Statewide)**

Contracts CC170281001, CC170281002, CC170281003, CC170281004 and CC170281005 have been established for the purchase of miscellaneous model year 2017 police package vehicles. These are law enforcement vehicles and their purchase must be intended for law enforcement use. Specific information on warranty, ordering and delivery terms follows. Vehicle specifications and prices, including options, are included herein.

BRAND AND MODEL

Contract Number	Brand	Model	Contractor
CC170281001	Chevrolet	Caprice PPV Police Package Sedan	Don Brown Chevrolet
	Chevrolet	Tahoe 2WD Pursuit Utility Vehicle	
	Chevrolet	Tahoe 4WD Special Services Utility Vehicle	
CC170281002	Dodge	Charger Pursuit All-Wheel Drive Sedan	Landmark Dodge
	Dodge	Charger Pursuit All-Wheel Drive Sedan (with 12.1" Integrated Screen)	
CC170281003	Dodge	Durango Special Service Package All-Wheel Drive SUV	Capitol Chrysler Dodge
CC170281004	Ford	Police Interceptor Sedan	Bommarito Ford
	Ford	Police Interceptor Utility	
	Ford	Expedition Special Services Vehicle	

GENERAL INFORMATION

The contractor shall provide model year 2017 patrol vehicles with all manufacturers' standard equipment and any additional equipment required by the State of Missouri on an as needed, if needed basis as ordered by the state agency. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of the patrol vehicles. The base price on contract shall include all mandatory requirements and specifications presented herein.

All items of standard equipment which are normally provided with each vehicle by the manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard.

All options and/or accessories stated herein must be manufacturer's original equipment. Aftermarket options and/or accessories shall not be acceptable.

As applicable, all options must be factory installed.

WARRANTY

The Standard Factory Warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the unit is placed in service.

The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

All warranty service must be performed in Missouri.

PATROL VEHICLES –MODEL YEAR 2017
(Statewide)

ORDERING

NOTE TO STATE AGENCIES: Prior to making a vehicle purchase, the state agency must complete a vehicle pre-approval form and submit it to Cindy Dixon, State Fleet Manager. The pre-approval form can be found at the following website address: <http://oa.mo.gov/general-services/state-fleet-management/vehicle-preapproval-process-and-vehicle-credits>.

Once the state agency receives approval from the State Fleet Manager, the agency shall issue its own PGQ (Quick Price Agreement) order on an as needed basis. The contractor must not ship until they are in receipt of a hard copy PGQ order.

DELIVERY

Must be made between the hours of 8:00 AM and 12:00 Noon or 1:00 PM and 4:00 PM, Monday through Friday, holidays excepted.

Each vehicle shall be delivered with the proper form to apply for Missouri title and license including the Manufacturer's Statement of Origin and invoice.

Each vehicle shall be delivered with the owner's manual.

In the event the contractor fails to deliver the vehicle by the stated ARO time, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. The State of Missouri reserves the right to exercise this clause on a case-by-case basis, and to consider the degree of contractor responsibility in the delay.

VEHICLE PREPARATION CHARGE AND DELIVERY CHARGE

The vehicle preparation costs (line items 5, 13, 19, 26, 34, 39, 45, 54 and 60) and the round trip per mile delivery charge (line item 61) shall only apply to public (cooperative procurement) entities and all other state agencies making purchases off the contract. These charges shall not apply to the Missouri State Highway Patrol.

FINANCIAL RESPONSIBILITY

The State of Missouri recognizes that dealerships may make financial arrangements that result in a finance company retaining a security interest in vehicles the State of Missouri purchases until such time as the dealership receives payment in full for those vehicles. The contractor shall understand and agree that a separate "Acknowledgement of Security Interest and Assignment" or similar document shall not be necessary and shall not be signed by the State of Missouri.

SUBSTITUTIONS

The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.

In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.

Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing shall be the final authority as to acceptability of any proposed substitution.

PATROL VEHICLES –MODEL YEAR 2017
(Statewide)

Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.

The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

REPAIR OR REPLACEMENT OF DAMAGED PRODUCT

The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to the State of Missouri. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

NOTE: IF ANY OF THE ABOVE PERFORMANCE REQUIREMENTS ARE NOT MET AND/OR VEHICLE DELIVERED DOES NOT HAVE ALL NECESSARY EQUIPMENT, PLEASE CONTACT TERI SCHULTE AT (573) 522-3296 OR teri.schulte@oa.mo.gov.

PATROL VEHICLES – MODEL YEAR 2017
(Statewide)

Contract Number: CC170281001

Contractor: Don Brown Chevrolet Inc.

Line Item 14

UNSPSC Code: 25101702

MAKE/MODEL: 2017 Chevrolet Tahoe 4WD 5W4 Special Services Utility Vehicle

PRICE: \$34,286.00

EQUIPMENT INCLUDED IN PRICE

- V-8 type, 5.3 liter gasoline engine with engine oil cooler
- Four Wheel Drive
- 3.08 to 1 Rear Axle Ratio
- Six (6) speed automatic transmission, heavy-duty for police operation with auxiliary oil cooler.
- Electric power steering
- Tilt, urethane steering wheel
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Premium Smooth Ride Suspension System
- Five (5) tires, P265/70R17 all-terrain BSW (includes full size spare)
- Five 17" x 8" heavy duty steel wheels (includes full spare)
- 170 ampere alternator
- Heavy-duty 720 c.c.a. battery
- 730 c.c.a. auxiliary battery
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- AM/FM/CD stereo with USB and Auxiliary input track
- Front & side-impact airbags for driver & front passenger & head curtain side-impact for all rows in outboard seating positions. Head curtain side-impact included for third row seating even though seat has been deleted.
- Radio noise suppression devices included.
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Rear inside door locks and handles fully operable.
- Driver front door and lift gate lock cylinders.
- Heavy-duty cloth 40/20/40 split bench style seating without center 20% section. Center section must be deleted. Power driver & front passenger seat adjusters.
- Heavy-duty cloth 60/40 split folding bench rear seat
- Full color keyed carpeting
- Manufacturer's standard front and rear floor mats
- Front license bracket
- Spotlight provision, left hand (driver side) with 6" halogen spotlight
- Factory installed overhead high intensity auxiliary dome lamp
- Power heated outside rear view mirrors
- Manufacturer's standard OnStar system with Bluetooth
- Grill lamp/siren speaker wiring for connection to agency furnished equipment.
- Horn/Siren wiring circuit for connection of agency furnished switch.
- Deep tinted glass, all windows except windshield & front door windows which shall be a light tinted glass.

- Single key locking system with minimum of two (2) keyless entry key fobs. Each vehicle keyed differently.
- Keyless entry system
- Standard Production Solid Color Exterior (black, white, silver, champagne silver and tungsten) and Standard Interior Trim
- Factory installed trailering equipment, to include hitch & wiring
- Manufacturer installed skid plate.
- Fleet Free Maintenance Credit applied

**AVAILABLE OPTIONS
(for line item 14)**

- Line Item 15** – Remove Left (driver side) factory spotlight provision and installed 6" halogen spotlight **\$396.00** (credit)
- Line item 16** – Complete 40/20/40 cloth front bench seating (state when ordering) **NO CHARGE**
- Line Item 17** – Power adjustable brake and accelerator pedals **\$138.00**
- Line Item 18** – Delete steel wheels & replace with factory installed 18" aluminum wheels (spare may remain steel). Requires change to 18" all season tires. **\$580.00**
- Line Item 62:** Miscellaneous Option/Features
**for the purchase of options/features not specifically identified herein

DELIVERY: 80 - 90 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (drive train)

**PREPARATION COST FOR COOPERATIVE PROCUREMENT MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 14)**

Line Item 19 – Preparation Cost \$698.00 per vehicle
Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 61 – Round Trip Per Mile Delivery Charge \$0.98 per mile
Total round trip per mile to deliver cooperative procurement and other state agencies vehicles if requested.

Vehicles will be delivered from St. Louis, Missouri

CERTIFIED COPY OF ORDER

February Session of the January Adjourned

Term. 20 17

STATE OF MISSOURI

} ea.

County of Boone

In the County Commission of said county, on the

14th

day of

February

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

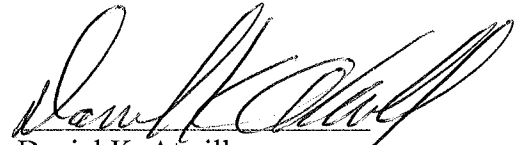
Now on this day the County Commission of the County of Boone does hereby approve the attached Public Works Collective Bargaining Agreement for 2017-2019 with Laborers' Local 773.

It is furthered ordered the Boone County Commissioners are hereby authorized to sign said Boone County, Missouri - Laborers' Local 773 Collective Bargaining Agreement, 2017-2019.

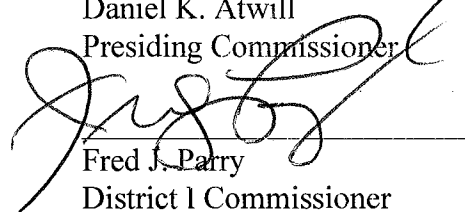
Done this 14th day of February, 2017.

ATTEST:

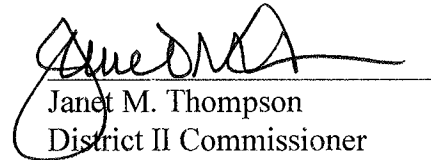

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI
LABORERS' LOCAL 773
COLLECTIVE BARGAINING AGREEMENT
2017 - 2019

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COLLECTIVE BARGAINING AGREEMENT

Now on this day the County Commission of Boone County, Missouri, (herein "County") and Laborers' Local Union 773 of the Laborers' International Union of North America (herein "Union"), after due deliberation, negotiations and in consideration of the mutual understandings and agreements contained herein mutually pledge themselves to make every effort to make this Agreement the means of continued good relations between the employees of the Boone County Public Works Department, formerly known as the Road and Bridge Department, covered by this Agreement and Boone County.

1. **MANAGEMENT RIGHTS:** Except as otherwise specifically provided in this Agreement, the County has the sole and exclusive right to exercise all the rights or functions of management, and the exercise of any such rights or functions shall not be subject to the grievance procedure. Except as there is contained in this Agreement an express provision which, properly interpreted, specifically surrenders, curtails, or limits the rights or discretion of the County, all rights, functions, and prerogatives of the County formerly exercised or which was exercisable by the County remain vested exclusively in the County. Without limiting the generality of the foregoing, these rights that are reserved include, but are not limited to the following: to plan, direct, control and determine all of the operations and services of the County; to determine the County's budget and budgetary priorities; to supervise and direct the work forces; to establish and amend the qualifications for employment, job duties, job descriptions, and to employ employees; to lay off employees; to schedule and assign work, including different shifts; to assign overtime; to determine the methods, means, organizations and number of personnel by which operations are conducted; to maintain the efficiency of County operations; to determine whether services shall be made or purchased, including the right to contract with external entities for such services; to make, alter, enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for any causes not specifically precluded by this Agreement; to change or eliminate existing methods, equipment, or facilities; to require an employee to submit to a drug or alcohol test in accordance with drug and alcohol policy established by the County; to take whatever action as may be necessary in situations of emergency; and to carry out the objectives of the County. Nothing in this Agreement shall be construed to limit managers or supervisory staff from performing bargaining unit work at any time provided it does not displace any bargaining unit employees.

The term "rights or functions of management" shall further include but not be limited to the following:

- 1.1 **General Welfare** - The right to determine safety, health, and property protection measures for the Public Works Department.
- 1.2 **Employee Numbers** - The right to determine the number of employees necessary for the operation of the Public Works Department.

- 1.3 **Work Schedules** - The right to establish, modify or change work schedules, including assignment of overtime. Employees may not refuse overtime assignments, except that Management may approve an excuse from an overtime assignment.
- 1.4 **Employee Supervision** - The right to direct employees, including the right to determine policy with respect to hiring, training and/or promoting of any employee.
- 1.5 **Job Classification** - The right to determine job classifications.
- 1.6 **Work Assignments** - The right to allocate and assign work to employees within the Public Works Department including the right to transfer work from one position to another within a classification.
- 1.7 **Promotion to Management Position** - The right to select, promote or transfer employees to supervisory or other managerial positions.
- 1.8 **Equipment Assignment** - The right to assign equipment, vehicles, and machinery.
- 1.9 **Work Rules and Regulations** - The right to establish, modify and enforce Public Works Department rules, regulations, and orders. Unreasonable work rules, regulations, and orders may be subject to the grievance procedure provided herein.
- 1.10 **Emergency Scheduling** - The right to determine "Emergency" for Scheduling work.

In addition to the management rights set out above, the County and the Union agree that certain aspects of the working conditions of employees are controlled outside the operation of this CBA and will not trigger any obligation to meet and confer under the CBA as there are adequate processes and procedures for notification and communication of any concern by the Union to the County and/or the County does not control the decisions of those bodies. This paragraph applies to the following, which may have an impact on employees under the CBA: County Employee Retirement Fund (CERF) policies and procedures; County-wide Personnel Policies (provided a union steward is included as an ex-officio member of the Personnel Advisory Committee); decisions of the Health Trust regarding health insurance benefits and premiums; workers' compensation committee policies; and policies required by the County's insurer.

2. **UNION RECOGNITION:** The County Agrees to recognize the Union as the exclusive representative of all the full-time and part-time employees in the Public Works Department of Boone County, Columbia, Missouri, excluding supervisors, engineering

staff, office, and clerical employees, hereinafter referred to as "Management".

- 2.1 **Union Representation** - The County will not make collective bargaining agreements regarding subjects specifically covered in this document for its employees in the bargaining unit covered herein, unless it be through duly authorized representatives of the Union.
 - 2.2 **Agreement Ratification** - The agreement reached between the County and the Union will be signed within thirty (30) days of being ratified by the union.
 - 2.3 **Uncompensated Nonunion Workers** - The County agrees not to permit uncompensated persons who are not members of the bargaining unit to perform work otherwise provided by the bargaining unit which causes members of the bargaining unit to lose compensation for work time performed by such persons.
3. **GENERAL EMPLOYMENT POLICIES:** The County agrees to maintain the following general employment policies while this agreement is in effect.:
- 3.1 **County-wide Personnel Policies** – The County maintains a series of county-wide personnel policies that are memorialized in a Personnel Policy Manual which is maintained by the County Human Resources Department. The topics covered by those policies are, whenever possible, not addressed separately in this document, it being the intent that those policies, as adopted and amended from time to time by the County Commission, shall be applicable to all County employees.
 - 3.2 **Seniority** - Seniority shall accumulate in the case of: a) approved leave of absence with pay, b) approved leave of absence without pay, c) layoffs less than one (1) year in length and subject to recall requirements, d) military service, provided application for reinstatement is made in accordance with current law, and e) other legitimate reasons approved by the County. Seniority shall accumulate from the first date of hire upon satisfactory completion of probationary period.
 - 3.3 **Loss of Seniority** - An employee shall lose his seniority in the event the employee: a) retires, b) quits, c) is terminated, d) is laid off for a period in excess of twelve (12) consecutive months, e) has been granted a leave of absence and does not return at the expiration date, unless it is extended by the County, or f) is on continuous lay-off of less than one (1) year and the County directs a notice of recall to work to the employee's last known address on the County's records and the employee fails to report to work within five (5) days after being called by the County and the Union is given forty-eight (48) hours in which to locate such employee and arrange for his reporting to work. Responsibility for informing the County of the employee's latest address and telephone number rests solely with

the employee and the Union. If an employee is laid off for less than two (2) weeks, however, he shall be expected to return to work at the time specified by the County. The County may make exception to these time limits for good and sufficient reason. If an employee is rehired following a loss of seniority and employee status, he shall be considered a new employee at the time of rehire. When feasible, as determined by management, job assignment shall be made by virtue of seniority within the applicable classification.

- 3.4 **Grievance Procedure** - If there should arise any dispute between the County and the Union or any of the employees with reference to the proper interpretation or application of, or compliance with any of the provisions of the Agreement, such dispute shall be memorialized on forms provided by the Union, which shall be completed in their entirety and signed off on by a shop steward, which shall then be settled in the following manner:
- 3.4.1 **Supervisor Review** - The employee(s) having a grievance shall first take it up with the supervisor, within five (5) working days from the occurrence of the matter about which the employee(s) grieves and every reasonable effort will be made to settle the problem promptly at that point. The employee(s) may have a steward present at this meeting at their option.
- 3.4.2 **Management Review** - If the matter is not settled following the above meeting, a written request for further review shall be signed by the employee(s) and the Union representative and presented to Management within ten (10) working days from the occurrence of the matter about which the employee(s) grieves.
- 3.4.3 **Nonbinding Arbitration and County Commission Decision** - If a settlement is not reached within fifteen (15) working days after the occurrence of the matter about which the employee(s) grieves, the Union shall have the right to request a hearing before an arbitrator by serving notice on the County in writing within twenty-five (25) working days after the occurrence being grieved. The selection of the arbitrator will be made from a list of arbitrators provided by the Federal Mediation and Conciliation Service. The selection will be made by reducing the list in alternate turns. The toss of a coin shall determine the elimination sequence. Any cost of the arbitration shall be paid equally by the Union and the County. The arbitrator will make a recommendation to the County Commission who shall either accept, reject, or modify the recommendation of the arbitrator. As used in this section the term "calendar days" shall be exclusive of official County Holidays.
- 3.5 **Voluntary Payroll Withholding for Union Dues** - Employees in the bargaining unit who desire to have their regular union dues to the Union withheld from their

wages may do so under the following procedure. Employees desiring to assign and to have dues withheld from their wages shall execute a "check-off" authorization and assignment on forms provided by the County. The assignment and deduction of Union dues as provided for herein will become effective the first pay period after the request and authorization is delivered to the County Clerk's office. The County is hereby authorized, upon the filing of such request and authorizations, to deduct from any net earnings due and payable to such employees the regular monthly dues as may be certified to the County by the Union. Such deduction shall be made once each pay period, and the County shall forward to the designated official of the Union, the following: a) a copy of any "check-off authorization and assignment" forms filed as provided by the Union during the preceding month, or b) a list of employees for whom the County had made a deduction showing the amount of dues deducted for each employee.

- 3.6 **Supervisors** - Supervisors shall act in a supervisory capacity but shall not be prohibited from performing any work normally performed by any other employee at the sole discretion of the supervisory staff of the Public Works Department. Supervisors shall generally not perform work when nonsupervisory employees are available. The work performed by the supervisory staff shall not be such that Union members shall lose the opportunity to work overtime or on Saturday or Sunday.
- 3.7 **Union Representation** - Authorized representatives of the Union may have access to the County facilities at 780 E. Hwy 124, Hallsville, Boone County, Missouri and/or 5551 S. Tom Bass Road, Columbia, Boone County, Missouri, for a reasonable length of time during working hours for discussion with employees for the purpose of investigation or handling grievances, Agreement administration, and distribution of Union literature, but shall not hinder or interfere with the progress of work. Also, the Union representative shall make his/her presence on County facilities known to the appropriate supervisor. If a meeting is to be conducted during working hours, the Union representative shall make his/her presence known to management in advance of said meeting and the parties will cooperate to prevent any disruption to the scheduled work.
- 3.8 **Stewards** - The Union will furnish to the County and Management of the Public Works Department, in writing, the names of three (3) employees designated as stewards who are authorized to act in behalf of the Union. One (1) steward upon request made to his supervisor will be granted a reasonable time to investigate any grievance during his scheduled working hours without loss of pay. He must report back to his supervisor promptly when his part in the grievance investigation has been completed.
- 3.9 **Smoking** - Smoking is specifically prohibited in all County buildings in accordance with County policies.

- 3.10 **Workplace Policies** - Employees are expected to comply with and adhere to all county-wide workplace policies. In addition, Management will share information about other county policies as they are adopted.
- 3.11 **Tool Allowance** - Each mechanic shall receive an annual tool allowance of \$1,750.00 for approved tool purchases or insurance against loss for personal tools stored on County property. Mechanics should note that personal tools are not insured against loss by the County and the mechanic bears the risk of loss for any tools. Union supports the County in transitioning to county-provided tools for new hires into the mechanic positions and phasing-out the tool allowance for any new mechanics.
- 3.12 **Clothing Allowance** – Payable in April of each year, a lump sum of \$225 per year shall be paid to each active employee not provided with uniforms for the purpose of supplementing the costs of purchasing jeans and boots needed for the job. Employees are expected to wear 1) full length pants that are in good condition and free of large holes or tears and 2) heavy leather boots or shoes. The lump sum payment will be taxed and included on the employee’s W-2 tax form. Shop employees who receive a uniform service will be eligible to receive the \$50 portion of the allowance designated to offset a portion of the cost of boots. If a decision is made by the County or shop employee to discontinue the uniform service in a future budget year, the employee will be eligible to participate in the full clothing allowance.
- 4. **JOB CLASSIFICATIONS:** Job Classifications and descriptions shall be established and maintained in the records of the Boone County Human Resources Department. The Union shall be notified of and provided with a reasonable opportunity to comment upon any changes in job classifications, descriptions, or duties prior to implementation by County.
- 5. **HOURS OF WORK:** The following work day schedule shall be observed:
 - 5.1 **Work Week and Work Hours** - The workweek shall begin on Monday at 12:01 a.m. and end at midnight the following Sunday. Employees will normally be scheduled to work forty hours during the established workweek. The normal workday will be from 7:00 a.m. to 3:30 p.m., Monday through Friday during the winter and 6:00 a.m. to 4:30 p.m., between Monday and Friday, during the summer.
 - 5.2 **Lunch & Breaks** - Employees working a minimum of eight (8) hours regularly-scheduled in one day shall be entitled to two 15-minute breaks and a lunch period of one-half hour per day, with the specific times for such breaks and lunch period to be reasonably determined by the work schedule.

- 5.3 **Starting and Quitting Time** - Work should be scheduled so that every employee is working on an assigned job no later than 7:15 a.m. Field work will be scheduled such that crew(s) can return to the shop between 3:00 p.m. and 3:15 p.m. Time at the shop will be used to check/clean assigned equipment.
- 5.4 **Tardiness and Absenteeism** - Whenever it is necessary to be absent from work for illness or some other reason, the employee shall notify the staff supervisor no later than 7:00 a.m. on the day taken off. If the staff supervisor does not receive this notification, the employee will be charged with an unauthorized absence unless Management decides, after request for review by the employee, that an emergency situation prevented calling by that time.
- 5.5 **Job Site Reporting** - At the discretion of the supervisor, employees may be required to report to an assigned job site rather than a Public Works Department facility in cases where work at a job site will exceed five working days. Employees shall not be required to travel between multiple job sites in their personal vehicles during any given day.
6. **INCLEMENT WEATHER:** The following inclement weather notices shall be observed:
- 6.1 **Assignment** - Operators assigned an area of maintenance away from their division headquarters who park their equipment at home or at a location near their home will report by radio to their staff supervisor at the beginning of their shift. At the option of the staff supervisor, he may assign the operator to work on his equipment, check his roads, or report for reassignment as requested or directed.
- 6.2 **Outside Field Work** - Outside field work will not be assigned on days when the supervisor determines that the temperature, humidity, wind chill, or other weather conditions are not safe for outside field work. Field personnel will be reassigned to other duties on these days. It will be the responsibility of the crew leader to determine safe operating procedures and methods of completing the work when conditions are less than favorable.
- 6.3 **Drinking Water** - The County shall furnish adequate drinking water, paper cups, and containers for work crews of three or more employees engaged in physical labor. In addition, the County will arrange for a supply of ice during the months of June, July, August, and September, as a minimum.
7. **JOB POSTING/HIRING:** The following job posting and hiring policies shall be applicable to Union employment positions:

- 7.1 **Job Posting** - Job vacancies for positions which are subject to this CBA will be filled by promotion from within the Public Works Department when, in the opinion of management, there are qualified, internal candidates. Therefore, all job vacancies within the Boone County Public Works Department for positions subject to this CBA, supervisory jobs excluded, will be posted in the Public Works Department building for a period of not less than three (3) working days. The posting will list job title, compensation, and minimum qualifications
- 7.2 **Participation in Hiring/Promotion Process** - One (1) union steward shall participate with supervisory/management staff in the screening of all qualified applicants as referred from the Human Resources Department. The recommendation shall be based on applicants' qualifications to perform the job, past work history/evaluations, and length of service with the County. Management shall when practicable fill the vacant position based on the committees report and recommendation. The decision of Management on promotions may be grieved to Management only. No grievances shall be permitted for employees on probationary status.
- 7.3 **Qualifying Period for Promoted Employees** - Any employee promoted to a new position must serve a qualifying period of fifteen working (15) days in the new position. If at any time during this qualifying period it is determined by Management of the Public Works Department that the employee is not qualified for the position, or if the employee determines that he/she does not wish to continue in the new position, then the employee will be returned to his/her previous position in the Public Works Department. It is understood that anyone who fills a position that becomes vacant due to another employee's promotion is under a "temporary assignment" pursuant to Section 8.3 of this CBA and may be reassigned back to their former position by operation of this Section 7.3.
- 7.4 **Probationary Period for New Employees** - All new employees shall be placed on probation for six (6) months which may be extended up to an additional six (6) months at the discretion of Management of the Public Works Department. Probationary employees shall receive a performance evaluation for each three month period of probation. At any time during the probationary period an employee may be dismissed if the supervisor feels that the work performed does not meet the requirements of the position. Upon completion of the probationary period or any extension thereof, the employee shall be made a regularly-scheduled employee or dismissed. Dismissal of a probationary employee shall not be subject to the grievance procedures.
- 7.5 **Crew Leader Designations** -The two crew leaders that remain in the same positions they held when "grandfathered" into the 2011 - 2013 CBA shall remain as Crew Leaders unless removed for performance-related reasons, and shall be

paid the Crew Leader premium pay for all hours worked. Should either of the current two (2) crew leaders leave their current position, then the “grandfathered” status of both the position formerly occupied by the Crew Leader and the “grandfathered” status of the employee as Crew Leader shall terminate. Upon termination of the “grandfathered” status, the Crew Leader designation shall be handled according to the other provisions of this Paragraph 7.5.

Crew Leader status may also be assigned by management in their discretion to other employees if management determines that the assignment is necessary to facilitate improved crew performance. Additional employees given Crew Leader status must directly supervise at least one or more employees and shall be paid the Crew Leader premium only for hours worked in the role of Crew Leader.

All Crew Leaders must keep records for job accounting purposes. Duties shall include: on the job safety practices as stated in the employee handbook; directing other employees in performing tasks directly related to completing assigned projects, insuring that assigned equipment is maintained and used in a proper manner; and keeping job accounting records for management.

Crew leaders shall receive a \$1.00 per hour pay premium for these responsibilities as provided for above.

8. **COMPENSATION:** The new Salary Range schedule and other policies adopted in Commission Order 567-2014 and Commission Order 592-2016 are incorporated herein by reference and made a part of this Agreement, except as specifically provided for otherwise as set out in paragraph 8.1 of this Agreement.

8.1 **Base Salary** - Starting salaries will be based on the salary ranges and positions adopted in the county-wide pay plan. Salary increases shall be granted in accordance with the following general principles:

- Employees will be hired at 80% of the midpoint of the salary range.
- Upon successful completion of probation and any required training, the employee will receive a salary increase up to 82.5% of midpoint. Some basic safety training will be provided and required during the probationary period.
- Upon successful completion of all required training and performance requirements and 1 year of service, the employee will receive an increase to the Flexible Hiring Rate (FHR) which is 85% of midpoint. At the beginning of the year following an employee’s advancement to the FHR, the employee is eligible to participate in any merit appropriation for that year pursuant to this CBA.
- Employees who are promoted shall be compensated initially with an increase equal to the base salary of the new range or 3% above their current rate, whichever is higher. Upon

completion of 1 year of service in the new position, an employee below FHR who meets training and performance criteria shall receive an increase to the FHR of the new range.

- Employees eligible to receive merit increases are those who are at/over the FHR of the salary range, but under the maximum of the range. The lump sum allocated to the Maintenance staff for merit increases will be divided by the number of eligible positions in the CBA. This method provides for an equal hourly rate increase. An employee who is approaching the maximum pay for a range may receive an increase to bring them up to the maximum for the range, but not exceed it. Employees who are over the maximum for their range are not eligible for any increases until their salary comes under the maximum of the range as a result of periodic market studies which result in the county increasing the maximum of the range to above the employee's salary.

8.2 **Training Program** -The county shall annually fund a training program available to maintenance division employees and encourage or require participation at venues as appropriate, but employees shall not receive salary increases solely for completion of training. All employees shall be eligible to participate in training opportunities, regardless of salary status. Refusal to attend training as directed may disqualify an employee from receiving a salary increase.

8.3 **Reassignment** - Employees may from time to time be reassigned up or down from their present job classification. The reassigned employee shall receive the same pay as his/her present job classification; provided, however, that if the employee is reassigned to higher job classification, he/she shall receive a 3% pay premium for each forty (40) hours in a pay period he/she works at the higher classification; employees will be eligible for the premium pay in the event the pay period includes a holiday and/or a safety day.

8.4 **Demotions** - It may become necessary to demote an employee who can no longer fulfill the responsibilities of their present position or in the case of reclassification or elimination of a currently filled position. Demotions are not to be used as a disciplinary measure. Compensation will be determined in accordance with the Flexible Transfer Policy approved in Commission Order 567-2014.

9. **PAY PRACTICES & OVERTIME:** The following policies shall be applicable to payroll and overtime compensation:

9.1 **Pay Period** - The pay period is as set out in the county-wide personnel policies.

9.2 **Pay Day** - Will be as determined by the County Commission on a bi-weekly schedule as suggested by the Boone County Clerk annually.

9.3 **Time Records** - Time records are required to be maintained as per the county-

wide personnel policies.

- 9.4 **Overtime/Compensatory Time** - It is agreed that the County is both capable and desirous of paying employees overtime compensation required under the FLSA and would not permit employees to accumulate or use compensatory time-off except for the Union's request that the Maintenance Division employees be permitted to accrue compensatory time-off in lieu of overtime pay. Accordingly, the provisions in this agreement as they relate to payment of overtime compensation and accrual of compensatory time-off have been specifically bargained for and are agreed to be a fair and reasonable compromise of each of the parties' position on appropriate compensation for overtime work. In order to accommodate the Union's request that overtime compensation be in the form of compensatory time-off, as well as the County's request that overtime compensation be in the form of cash compensation, the parties agree to the following provisions:

- 9.4.1 **Overtime Accrual** - Employees must be authorized by their supervisor to work overtime; overtime hours shall be calculated by 1.5 the employees regular rate of pay and either paid or credited to the employee's compensatory time accrual under the terms and conditions specified in 9.4.2. Overtime shall accrue based upon actual hours worked in excess of 40 hours during the work week as defined in section 5.1 except that paid time off for holidays, pre-scheduled sick leave (arranged with at least 10-days of advanced notice), and bereavement leave (arranged with as much advance notice as is practical), will count as time worked for purposes of computing overtime. If an employee has worked 48 hours or more during the work week, but during that work week has an 8 hour sick day, the employee may substitute one 8 hour work period for the 8 hour sick day, in lieu of taking 8 hours of sick pay for purposes of computing overtime if taken prior to the accrual of overtime during the same pay period. Work during Family Holidays and work on Sundays shall automatically be paid at the 1.5 overtime rate regardless of hours worked during the work week. Family Holidays shall be: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Overtime on any job shall be allocated as evenly as possible, allowing all qualified employees to do the work. In order to facilitate an equitable system of granting overtime work, the County shall establish and maintain an overtime roster offering overtime work based upon seniority among the persons within the same job classification and tracked on the basis of: a) called but not available, b) called but work declined, c) called on and worked, and d) called but unable to contact at employee provided number.

Three general categories of overtime can be identified: a) overtime required at the end of a shift to complete work in progress, b) planned

overtime which is overtime that can be anticipated and scheduled prior to the beginning of the work shift (may apply to snow or flood events when weather forecasts are used to anticipate staffing needs), and c) overtime that results from being called upon to respond to an unanticipated emergency. Call outs are most commonly needed to a) remove fallen trees or limbs that are blocking the road or causing a hazard, b) to address washouts resulting from heavy rain, and c) to place signs needed to warn of hazards or to replace missing regulatory signs.

Overtime will be assigned as follows:

Overtime at the end of a shift –

When additional time beyond the normally scheduled shift has been authorized to complete a task, those employees who have been actively engaged in performing the task throughout the regular work day will be the employees who remain on the job to complete the assignment.

Planned Overtime -

To respond to snow events, flood events and other situations that allow for some advance planning, the Manager or On-Call Supervisor will determine the number of employees needed and any specialized skills/equipment that might be required. With this information, a voluntary sign-up sheet will be established. If there are more volunteers in any category than needed, seniority will determine which are granted overtime. Conversely, if more employees are needed in a particular category than volunteer, assignments will be made based on reverse seniority.

Snow Events – As a recurring seasonal duty of the MO Department, shift assignments will be established at the beginning of the snow season. Employees will have an opportunity to indicate their preferred shift. Assignments will then be made based on seniority and stated preference, except that junior employees who have not previously worked a snow event, may be assigned to the day shift for a limited period of time in order to become familiar with their routes prior to working a night snow shift.

Emergency Call Out Overtime

In order to balance the need to respond to emergency situations as expediently as possible and grant overtime work as equitably as possible, the following decision tree will be utilized when assigning overtime for emergency call outs:

- a) Specialized Equipment Needed for Task (i.e. motorgrader, bucket truck, mower, sign truck, lowboy, etc.) – the initial roster will consist of those

employees currently operating the specified equipment in their usual job assignments.

- b) Location of emergency – When specialized equipment is required, the operator assigned to the piece of equipment which services the emergency location will first be called to respond. If that operator is unavailable, operators from the closest surrounding territories will be called. Seniority will determine which operator is called if territories are of similar distance to the emergency location. A generally equitable distribution of territorial assignments should naturally result in an equitable distribution of overtime among operators of specialized equipment. If the equipment needed is not assigned to a particular territory, seniority among operators of the specified equipment will determine order of roster.

Employees called back to work after clocking out and leaving the premises shall be entitled to three hours pay for the call back regardless of time worked during the first three hours. The hours paid for call back shall not be credited toward hours “worked” in the week for overtime purposes; only actual hours worked shall be used for computing overtime hours. If an employee is called back to work and then leaves and is called back again within the original three (3) hour call back time period, such employee shall be paid only for the initial three (3) hours plus any time worked in excess of the minimum hours.

- 9.4.2 **Compensatory Time-off Accrual and Compensation** - Employees permitted to accrue and use compensatory time-off in lieu of overtime pay may accrue and use compensatory time during each calendar year. Compensatory time-off in lieu of overtime pay may be banked up to a total of 60 hours during the same calendar year by each employee who so notifies the County in writing; otherwise, overtime time shall be paid as earned and accrued. Any compensatory time-off banked during the same calendar year which is not used shall be paid to the employee at the end of the same calendar year as cash overtime pay; provided, however, any employee having accrued unused compensatory time-off may redeem same for cash at any time upon written request to the County Clerk. If the employee's compensatory time accrual is at 60 hours, the employee shall be compensated by FLSA overtime pay which shall be computed by multiplying the excess hours worked over 40 hours for the workweek by 1.5 times the employee's current hourly rate and shall be paid to the employee no later than the next regular pay day after time sheets are submitted to the County Clerk. Accrued but unused compensatory time accumulated at the time the employee separates from service with the County shall be paid at a rate of pay equal to the greater of either the

hourly rate at the time of termination or the average of the previous three (3) years hourly rates. Accrued and unused compensatory time accumulated as of December 31 of each year shall be paid in full the first payday following January 1. Accumulated compensatory time may be taken off at the employee's request under the same policies governing use of vacation (annual leave), and when it would not be unduly disruptive of department operations or create a hardship for the department.

9.4.3 **Night Work Pay Premium** – Employees required to work between the hours of 7 p.m. and 5 a.m. shall receive an additional \$2.00 per hour for all such hours worked regardless of overtime status or day of week in which it is worked. This premium will not apply to any newly created position which may include these hours in the regular shift.

9.4.4 **Shift Completion Pay** – In order to treat employees in an equitable manner regardless if they are assigned day or night shifts during storm events, the County agrees to the following:

- The County will strive to offer each employee 8 hours of compensated work time for each Monday – Friday (Call Back hours are included in calculating whether 8 hours has been offered to the employee);
- If 8 hours is not offered on any Monday – Friday, the County will grant “shift completion” pay equal to the employee’s regular rate of pay for each additional hour needed to total 8 hours of compensation for the day;
- Shift completion hours will count toward “hours worked” for purposes of calculating the 40 hour work week.

10. **BENEFITS:** The County maintains a program of employee benefits. This program is equally available to all regular employees of Boone County and are explained in separate, staff benefit materials. Changes, additions, or deletions to the employee benefits programs are not covered under this document and any such changes, additions or deletions will be equally applicable to all County employees.

11. **TRAVEL REIMBURSEMENTS:** As per the county-wide personnel policies.

12. **WORK INCURRED INJURY/ILLNESS:** Any employee who is injured in the course of and arising out of his employment or who incurs an occupational disease compensable under the Missouri Workmen's Compensation Act shall be referred to as "an injured employee".
 - 12.1 **Injury Procedure** - Injured employees shall abide by the following procedures: An employee injured on the job and requiring medical attention may be referred to qualified medical care as provided by the County Workers' Compensation provisions. In case of an emergency, the nearest medical help shall be solicited. The employee shall report incident to immediate supervisor within 24 hours, but no later than three (3) working days, and the supervisor and employee shall complete necessary reports, as required. It is the responsibility of the employee to report immediately to the division head or supervisor under whom he works, all injuries arising out of and in the course of his employment, regardless of the nature, severity, or cause.

 - 12.2 **Time Away From Work** - Handled as per the county-wide personnel policies for absences and accrual of vacation and sick leave.

13. **ANNUAL LEAVE AND HOLIDAYS:** Holidays will be handled as per the county-wide personnel policies applicable to all county employees, as amended by Commission Order 210-2007 regarding 10-hour holiday computations. The use of annual leave in excess of five (5) days should be scheduled at least ten (10) days in advance or in the case of an emergency by notifying the supervisor; annual leave less than three (3) days shall be scheduled at least one (1) day in advance except in cases of emergency and shall be subject to the operational needs of the department. Priority in scheduling annual leave shall be based upon seniority and advance notice of time periods for annual leave. It should be noted that per Commission Order 61-2004, authorized annual leave with a 10-day notice will count toward the 40-hour work week for overtime computation purposes.

14. **LEAVE OF ABSENCE WITH PAY:** All leaves of absences with pay shall be handled as per the county-wide personnel policies except as specifically provided for below.
 - 14.1 **Education and Training** - Employees may be granted leave of absence with pay to attend seminars, conferences and short-term classes which are job related. It is the general policy that if a training school or course is offered which will benefit an employee on his job, as well as the County, the County will pay the enrollment fee, plus

other necessary expenses related to the training. (Expense reimbursements must be approved in advance by Management of the Public Works Department and may be subject to other County policies.)

15. **LEAVE OF ABSENCE WITHOUT PAY:** The County provides eligible employees unpaid, job protected leave in accordance with the FMLA as outlined in County Personnel Policies 5.1(a). In addition, the following policies shall be applicable to unpaid leaves of absence when the matter at issue is not controlled by the FMLA. The following policies shall be applicable to unpaid leaves of absence: a leave of absence without pay may be granted when the requirements of the department permit and when such leave is for prolonged illness or injury extending beyond accumulated vacations or sick leave, maternity cases, or for any exceptional personal reason if recommended by the departmental supervisor or County Commission. A request for leave of absence must be presented in writing to the department supervisor at least one week in advance of the leave specifying reasons for leave and length of leave. No leave of absence without pay shall be approved until all accrued annual leave and compensatory leave has been used. All leaves of absence without pay of thirty (30) calendar days or more must be approved by the County Commission. Leaves of absence of less than thirty (30) days may be handled as an excused absence by the Management of the Public Works Department.

- 15.1 **Reinstatement after Leave of Absence** - Upon expiration of a leave of absence, the employee shall be eligible for reinstatement to his former position or to one of similar requirements and compensation subject to the following conditions: a) should a position not be available at the time of return to work, the leave of absence may be extended until such time as a position for which the employee is qualified becomes available, and b) failure to return to work upon expiration of the leave of absence or when a position becomes available shall result in termination of employee's services.

Employees returning from a leave of absence of less than thirty (30) days duration will be returning to their former position. Any position changes will be handled by the layoff procedure.

- 15.2 **Continuation of Benefits** - Continuation of benefits during leaves of absence will be as per the County-wide personnel policies (5.6 and 5.7).
- 15.3 **Absence Without Leave or Failure to Return to Work** - No employee may be absent from duty without permission from his immediate supervisor. An employee absent for three days without notice shall be considered resigned, or have his employment terminated without notice as of his last day of actual employment.
- 15.4 **Administrative Guidelines for Leaves in Excess of 30 Days** - A leave of absence may be granted for a period not to exceed one year. Each quarter management will review the status of the employee and employee will report to management his status. Extensions of approved leaves of absence, not to exceed

an additional one (1) year must be approved by the County Commission, with quarterly review as stated above.

16. **LAYOFFS/TERMINATION AND OTHER PERSONNEL COST-SAVING MEASURES:** The following policies shall be applicable to Union employee work layoffs and employment termination:

16.1 **Layoff** - Management may layoff employees when necessary due to changes in duties or lack of work or funds. When a layoff is required, it will be based on length of service with the County. Such layoff will not be considered to be disciplinary action. More senior employees whose positions are being effected by layoff will have the option of down-grading to a lower job classification or upgrading to a higher job classification (if qualified). A two week written notice of layoff will be given by the County to regular employees except in the case of an emergency. However, persons employed on the seasonal or temporary employment basis may, at the time they are employed, be given a verbal statement as to when the date of employment is expected to end, and this will serve as their notice of a layoff date and will meet the requirement of notification. Rehires will be affected in the reverse order of layoff provided qualifications are adequate. "Qualified" for this purpose will mean that the employee has previously held the job or can perform the job satisfactorily within a period of ten (10) days, as determined by management.

16.2 **Termination** - Employees may be terminated for cause subject to the grievance procedure, resign or terminate due to death. To resign in good standing, an employee shall submit his/her resignation in writing at least two (2) weeks before the effective date of his/her resignation. Upon the death of an employee, designated survivors and/or the estate of the deceased employee shall receive the employee's final payroll check including eligible, accumulated leave. The official date of termination shall be the date of the employee's last day in attendance of work. All employees who leave the service of the County for any reason shall receive all pay which may be due to them, with the following qualifications: a) Employees who leave before completing their six (6) months probation shall not be entitled to any vacation pay, b) Permanent employees who terminate will be paid for all time actually worked, vacation pay, and earned compensatory time, and c) Final payment to the employee shall be made at the County's next regular pay period, unless a written request is submitted by the employee to the County payroll clerk for payment within 24 hours.

16.3 **Other Personnel Cost-Saving Measures** - The County Commission reserves the right to direct the Management of Public Works to impose systemic furloughs, reduced scheduling or other cost-saving measures when deemed necessary by the County Commission due to budgetary concerns. These procedures will not be employed by the Management of Public Works without specific direction from the County Commission,

after consultation with Union.

17. **DISCIPLINARY ACTIONS:** It is the County's general practice not to make an unwarranted dismissal or termination. From time to time, it may be necessary to enforce the County's rules fairly and consistently. Violation of rules could result in disciplinary action according to the frequency, seriousness and circumstances. The County shall not terminate or suspend any regular full time employee without just cause. The County shall provide the employee a pre-termination meeting and notify the employee in writing of the termination. A copy of the termination notice will be mailed to the Union office.

17.1 **Progressive Disciplinary Procedure** - The following Schedule of Disciplinary Actions indicates the action(s) which will be taken for various rule violations. All violations will be provided to the employee in written form. Employees, at their option, will have the opportunity of meeting with their supervisor, Management of the Public Works Department, or his/her designated representative and another employee or steward of their choice to discuss the violation. Offenses other than those specifically listed will result in disciplinary action consistent with the severity of the violation as determined by management. Length of time that has passed between violations will be considered in determining appropriate discipline.

[Disciplinary Schedule starts on next page.]

SCHEDULE OF DISCIPLINARY ACTIONS

VIOLATION	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE
Assault on supervisor or another employee	Discharge		
Drinking alcoholic beverages or being under the influence while on duty	Discharge		
Illegal drug use or being under the influence of illegal drugs while on duty	Discharge		
Falsifying department records	Discharge		
Theft of property from department or other employee	Discharge		
Loss of a Required CDL	Discharge		
Harassment in violation of County Personnel Policy 6.11	Discharge or other discipline as advised by legal counsel based upon nature of offense		
Threatening or intimidating other employees or supervisor	Written Warning	Suspension	Discharge
Removal of department records	Discharge		

VIOLATION	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE
Fighting or attempting to provoke a fight while on duty	10-day suspension	Discharge	
Discourteous treatment of public	Written Warning	3 day suspension	Discharge
Intentional misuse or abuse of department property	3 day suspension	Discharge	
Disregard of safety rules	3 day suspension	10 day suspension	Discharge
Failure to wear specified safety equipment	Verbal Warning	Written Warning	Discharge
Insubordination by refusing a supervisor's order	3 day suspension	Discharge	
Sleeping while on duty	3 day suspension	Discharge	
Deliberately restricting individual or crew performance	Written Warning	Suspension	Discharge
Smoking in unauthorized area	Verbal Warning	Written Warning	Discharge
Unauthorized absence	Written warning	3 day suspension	Discharge
Failure to follow specified job instructions	Verbal Warning	Written Warning	Suspension/Discharge
Inability or unwillingness to work harmoniously with other employees	Written Warning	3 day suspension	Discharge
Pattern of unexcused lateness	Verbal Warning	Written Warning	3 day Suspension

VIOLATION	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE
Pattern of stretching breaks or otherwise wasting time	Verbal Warning	Written Warning	3-day Suspension
Deficient Performance	<p>An immediate Performance Review and Job Review will be performed. A mutual course of action will be determined by the employee and management.</p> <p>Ex. Additional training as might be required to correct deficiencies. 30 day probationary period to correct performance deficiencies. Reassignment to another position. Discharge if deemed to be only remedy.</p>		

>>> NOTE: ALL SUSPENSIONS WILL BE WITHOUT PAY.<<<

17.2 **Special Provision for Traffic Violations** - If an employee is convicted of violating the traffic laws of any state, county, or city while operating a County vehicle and such conviction results in the assessment of one or more points on the employee's Missouri Department of Revenue driving record, then said employee shall take a defensive driving course. The fee for said course will be paid by the employee who shall be reimbursed by the County when the employee has successfully completed the course, provided, however, that if the employee is convicted of a violation for defective County-owned motor vehicle equipment or for an over-dimension County-owned vehicle, then the County will reimburse the employee for the fine and court costs for such violation, not require the employee to take a defensive driving course due to the violation, and assist the employee in having his driving record corrected if points are erroneously assessed due to such violation.

18. **SAFETY POLICIES:** All County employees shall be responsible for implementation of job assignments in the safest manner possible. Prime consideration shall always be given to safety in operation. All County employees shall be thoroughly familiar with safety requirements and practices for their respective assignments, actively participate in safety practices, and immediately report unsafe or potentially dangerous conditions and accidents or injuries to their supervisors.

Horseplay, wrestling, practical jokes, or any hazing of co-workers constitutes a violation of safety practices and shall be cause for appropriate disciplinary action. Employees shall also report any moving traffic violations while driving a County vehicle to his/her immediate

supervisor as soon as possible and not more than within three days. Failure to do so will result in disciplinary action.

Safety features of Public Works equipment will be utilized and safe operating procedures will be observed as necessary for the maximum safety of the employee and the public.

18.1 **Safety Equipment** - The following notices concerning safety equipment shall be applicable:

18.1.1 **Seat Belts** - All personnel, regardless of status, who operate, or ride as a passenger in, a County vehicle equipped with seat belts shall have the seat belts in proper use and operation when the said vehicle is in motion.

18.1.2 **Safety Vests** - All personnel, regardless of status, shall wear an approved safety vest at any time they are outside their County vehicle and exposed to traffic or in a work zone.

18.1.3 **Hard Hats** - All personnel, regardless of status, shall wear an approved hard hat at any time they are outside of their vehicle and within the confines of an established work zone where work is actively OR routinely performed overhead. An established work zone shall be defined as the entire area between any traffic control devices which are located nearest the work area. In addition, hard hats shall be worn in areas where head protection is required by OSHA or any other safety regulations. All personnel will be expected to observe any work areas not specified in this policy and wear hard hats where any overhead activity is being actively or routinely performed.

18.1.4 **Earplugs** - Personal Safety Equipment such as earplugs, safety glasses, etc. will be utilized as necessary for the maximum safety of the employee.

18.2 **Safety Training** - All employees are required to take part in safety training opportunities upon reasonable notice. Absences from safety training held during normal working hours will be considered unauthorized unless approved in writing by Management of the Public Works Department. Absences will be evaluated on a case by case basis. Safety training shall be regularly scheduled.

19. **COUNTY VEHICLES:** The following policies shall be applicable to use of county vehicles:

19.1 **License Check** - Employees must sign a release annually authorizing the


appropriate County staff to perform a license check of the employees driving record.

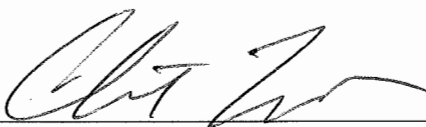
- 19.2 **Usage** - All employees who drive County equipment must have a valid Missouri Driver's License and any other licenses(s) that might be required by law for the performance of their normally assigned duties. All Public Works employees will normally travel to and from work sites in a County vehicle. No persons other than County employees are permitted to ride in a County vehicle unless approved by Management of the Public Works Department. No personal vehicle will be used unless approved by the supervisor and/or the Management of the Public Works Department. County employees may use their assigned vehicle to stop for a coffee or soda break, or for lunch, as long as the place where they are stopping is not out of their way. No private use of a County vehicle is allowed.
- 19.3 **County vehicles involved in accidents** - In case of an accident involving a County owned vehicle, the employee or the affected supervisor must notify the appropriate traffic enforcement agency as soon as possible. The employee shall obtain, if possible, the name and address of the party/parties involved and any witness(es). The circumstances of the accident should not be discussed with anyone. Employees who are involved in an accident while driving a County vehicle, that is his/her fault, will be required to take the Defensive Driving Course. The employee will pay the full enrollment fee and upon the successful completion of the course, the County will reimburse the employee the full enrollment fee. The course will be taken on the employee's own time.
- 19.4 **Driving Privileges / Substance Abuse** - An individual's driving habits indicate the level of risk which may be incurred by the County while the individual is operating motorized equipment in an official capacity. Any employee who drives a motor vehicle or operates equipment on county roads may do so only so long as the employee has a valid motor vehicle operator's license or commercial driver's license as may be required by law. Subject to County alcohol and controlled substance testing rules, the County Commission through the Management of the Public Works Department may reassign to a non-driving position any employee whom it reasonably believes has a substance abuse problem and require that such employee obtain a substance abuse evaluation and/or counseling or such other treatment as may be recommended by a licensed psychologist, physician, or other professional as may be mutually agreed upon, as condition to maintaining employment with the Public Works Department and/or returning to a driving position.
- 19.5 **Distracted Driving** – Employees shall avoid activities that cause distractions from driving while operating County vehicles.

20. **NONAPPROPRIATION:** Notwithstanding any other provision herein to the contrary, all obligations of the County under this CBA which require the expenditure of funds are conditioned upon there being a sufficient, unencumbered balance of funds appropriated for that purpose.
21. **INTERPRETATION CONSISTENT WITH LAW:** The provisions of this Collective Bargaining Agreement shall in all respects conform with and be construed to conform with all applicable federal, state and local laws. Notwithstanding any provision of this CBA, should there be a change in federal, state or local laws, or a change in the requirements of the County's insurance provider, the new provision of federal, state or local law, or the new requirement of the County's insurer, shall prevail and control over any contrary provisions in this CBA.
22. **SAVINGS CLAUSE:**
This CBA shall be in effect from January 1, 2017 through December 31, 2019 and shall continue in full force and effect on a three (3) year basis thereafter unless written notice to change, revise, or terminate this Collective Bargaining Agreement is served by either party upon the other party sixty (60) days prior to the ending date of this Collective Bargaining Agreement. Should the County elect at least two (2) new Commissioners, they may, at their option, open up the Collective Bargaining Agreement for discussion by serving written notice to the Union within ninety (90) days following their taking office. Either party may submit written notice to change, revise, or terminate this agreement and submit in question; provided, however, that in the event timely written notice to change, revise, or terminate this Collective Bargaining Agreement is served on either party, negotiations pursuant thereto shall commence no earlier than the first day of October of the year in question.

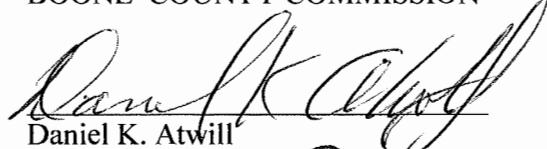
IN WITNESS WHEREOF the undersigned have hereunto executed this agreement this day of FEB. 14, 2017.

LABORERS' LOCAL UNION 773

By 
Kevin L. Starr

By 
Clint Taylor, Business Manager
Southern and Central Illinois
Laborers' District Council

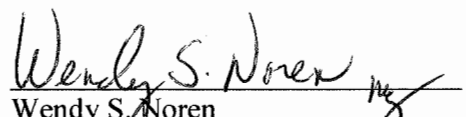
BOONE COUNTY COMMISSION


Daniel K. Atwill
Presiding Commissioner

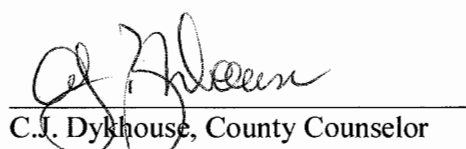

Fred Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

APPROVED AS TO FORM:


C.J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

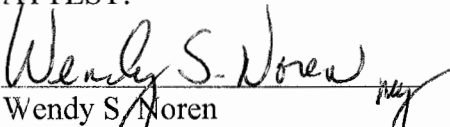
Term. 20 17

In the County Commission of said county, on the 14th day of February 20 17

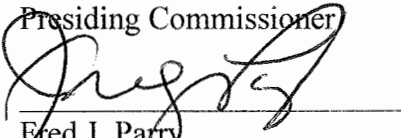
the following, among other proceedings, were had, viz:

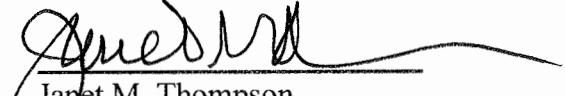
Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers and Courthouse Plaza by Col. Mike Randerson, USAF Ret. for May 29, 2017 from 6:00 a.m. to 9:30 a.m.

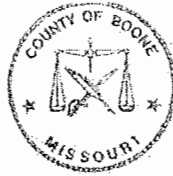
Done this 14th day of February, 2017.

ATTEST:

Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: MEMORIAL DAY WEEKEND SALUTE TO VETERANS CELEBRATION
Address: 303 WEST BLVD SOUTH
City: COLUMBIA State: MO ZIP Code: 65203
Phone: 573-449-6520 Website: WWW.SALUTE.ORG
Individual Requesting Use: MIKE RANDEYSON Position in Organization: COURTHOUSE CEREMONY CHAIR
Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic
RESTROOMS
Event: MEMORIAL DAY WREATH LAYING CEREMONY
Description of Use (ex. Speaker, meeting, reception): BATHROOMS FOR AUDIENCE
Date(s) of Use: MON MAY 29, 2017
Start Time of Setup: 6:00 AM AM/PM Start Time of Event: 8:00 AM AM/PM
End Time of Event: 8:30 AM/PM End Time of Cleanup: 9:30 AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: MIKE RANDEYSON COURTHOUSE CEREMONY CHAIR
Phone Number: 573-424-4858 Date of Application: 01-26-17
Email Address: randeyson@mchsi.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

Wendy S. Norey
County Clerk

BOONE COUNTY, MISSOURI

Roger B. Wilson
County Commissioner

DATE: 2-14-17

Daniel K. Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet M. Thompson, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

Organization: Memorial Day Weekend Salute to Veterans Celebration

Address: 303 West Boulevard South

City: Columbia State: MO ZIP Code: 65203

Phone: 573-449-6520 Website: www.salute.org

Individual Requesting Use: Col Mike Randerson, USAF Ret

Position in Organization: Courthouse Ceremony Chairman

Address: 4020 Curt Drive

City: Columbia State: MO ZIP Code: 65203

Phone: 573-424-4858 Email: dmranderson@mchsi.com

Event: Salute To Veterans Memorial Day Wreath Laying Ceremony

Description of Use (ex. Concert, speaker, 5K): Wreath laying by local organizations

Date(s) of Use: Mon. May 29, 2017

Start Time of Setup: 6:00 AM AM/PM

Start Time of Event: 8:00 AM AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 8:30 AM AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 9:30 AM AM/PM

Emergency Contact During Event: Tom Corcoran Phone: 573-639-7446

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: _____

In conjunction with publicity for the Airshow & Parade

How many attendees (including volunteers) do you anticipate being at your event? 100 -150

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

Columbia Police and Fire Departments monitor the event as part of the Salute to Veterans Activities . AFROTC Cadets

will also assist

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: _____ # adults per _____ # minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

*Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Col Mike Randerson Courthouse Ceremony Chair

Address: 4020 Curt Drive , Columbia , MO 65203

Phone Number: 573-424-4858

Date of Application: Jan 26, 2017

Email Address: dmranderson@mchsi.com

Signature: Mike Randerson



Digitally signed by Mike Randerson
DN: cn=Mike Randerson, o, ou, email=dmranderson@mchsi.com, c=US
Date: 2014.03.23 15:12:43 -0500

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

ATTEST:

Wendy S. Noewmy
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 2-14-17

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

14th

day of February

20 17

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

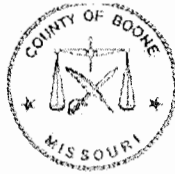
Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers and Courthouse Plaza by the Columbia Track Club for March 11, 2017 from 6:00 a.m. to 11:00 a.m.

Done this 14th day of February, 2017.

ATTEST:

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

[Signature]
Daniel K. Atwill
Presiding Commissioner
[Signature]
Fred J. Parry
District I Commissioner
[Signature]
Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Columbia Track Club
Address: P.O. Box 1872
City: Columbia State: MO ZIP Code: 65205
Phone: Steve (573) 489-2453 Website: Columbiatrackclub.com
Individual Requesting Use: Steve Stonecipher-Fisher Position in Organization: Board Member

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: St. Pats 5K Run/Walk

Description of Use (ex. Speaker, meeting, reception): packet pickup & Awards Ceremony

Date(s) of Use: 3/11/17

Start Time of Setup: ~~6:00~~ 6:00 AM/PM Start Time of Event: 8 AM/PM

End Time of Event: ~~11:00~~ 10:30 AM/PM End Time of Cleanup: ~~11:00~~ 11 AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Steve Stonecipher-Fisher / Board Member

Phone Number: (573) 489-2453 Date of Application: 1/24/17

Email Address: stewe@tnyathletics.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymissouri.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

Wendy S. Nowe
County Clerk

DATE: 2-14-17

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

Organization: Columbia Track Club

Address: P.O. Box 1872

City: Columbia State: MO ZIP Code 65205

Phone: Steve (573) 489-2453 Website: Columbiatrackclub.com

Individual Requesting Use: Steve Stonecipher-Fisher

Position in Organization: Board Member

Address: or Mine: 1900 Surrey Ct.

City: Columbia State: MO ZIP Code 65203

Phone: (573) 489-2453 Email: steve@tryathletics.com

Event: St. Pats 5K Run/Walk

Description of Use (ex. Concert, speaker): packet pickup & awards ceremony

Date(s) of Use: 3/11/17

Start Time of Setup: 6 AM PM

Start Time of Event: 8 AM PM (If start times vary for multiple day events, please specify)

End Time of Event: 10:30 AM PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 11 AM PM

Emergency Contact During Event: Steve Stonecipher-Fisher Phone: (573) 489-2453

Will this event be open to the public? Yes No ?

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: NO street closings, registered participants,

volunteers @ is this public? contact info same as above,

*publicity through Columbia Track Club, event flyers

& electronic media.

How many attendees (including volunteers) do you anticipate being at your event? 2350

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: _____ # adults per _____ # minors

Will you need access to electricity? Yes No *NO the chamber*

Will you be using amplifiers? Yes No *Radio Speaker set up from MKFRU*

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No?

If yes, what road(s) and/or sidewalk(s)? We have a street use permit but need no closures.

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

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Yes No

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Organization Representative/Title: Steve Stonecipher-Fisher / Board Member

Address: mine! 1900 Surrey City Columbia, MO 65203

Phone Number: (573) 489-2453 Date of Application: 1/24/17

Email Address: Steve@triathletics.com

Signature: *Steve Stonecipher Fisher*

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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ATTEST:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 2-14-17