

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 28

County of Boone

In the County Commission of said county, on the 15th day of June 20 23

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record a Proclamation in Recognition of Juneteenth.

Done this 15th day of June 2023.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick

Kip Kendrick
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

274-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20

In the County Commission of said county, on the 15th day of June 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the flexible hiring maximum for position 989, Cybersecurity Administrator, and does hereby authorize an annual salary of \$73,600.00 for said position.

Done this 15th day of June 2023.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Joshua Cron Department Information Services

Position Title Cybersecurity Administrator Position No. 989

Proposed Starting Salary (complete one only) Annual: 73600 % of Mid-Point 91
 OR Hourly: _____ % of Mid-Point _____

No. of employees in this job classification within your Department? 0

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)
Joshua has 5 years of experience as a Cyber Security Specialist. One of his main responsibilities was helping companies and clients evaluate their security posture and make recommendations to meet cybersecurity insurance requirements along with increasing overall security posture.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification:
This position has never been filled and is the only one of it's type.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?
We have evaluated the wages of the Tech team and this will not cause any issues with other employees.

Additional comments:

Administrative Authority's Signature: Julia Lutz Date: 06/09/2023

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: Kyle Rieman by JS Date: 06/12/2023

Human Resource Director's Recommendations:
 Approve. Does not create internal inequity.

Human Resource Director's Signature: Angela Wehmeyer Date: 06/12/2023

County Commission Approve Deny
 Comment(s):

Presiding Commissioner's Signature: _____ Date: 6/15/23

District I Commissioner's Signature: _____ Date: 6/15/23

District II Commissioner's Signature: _____ Date: 6/15/23

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the 15th day of June 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the flexible hiring maximum for position 829, Risk Management Specialist, and does hereby authorize an annual salary of \$60,028.80 for said position.

Done this 15th day of June 2023.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick

Kip Kendrick
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Stacy Bond Department 1115 - HR/Risk Mgmt.

Position Title Risk Management Specialist Position No. 829

Proposed Starting Salary (complete one only) Annual: \$60,028.80 % of Mid-Point 100%
 OR Hourly: _____ % of Mid-Point _____

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)

Applicant has over 20 years insurance industry experience, including underwriting, property, casualty, and injury claims. Has over 6 years experience in a management role.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification:
Position is unique and does not exist in other departments. Request to midpoint reflects experience in position.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?
No adverse effects on internal equity in office. Position is unique and a salaried position at a higher range than other positions in department.

Additional comments:

Administrative Authority's Signature: Angela Wehmeyer Date: 06/12/23

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.
 Auditor's Signature: Kyle Pieman Date: 6/12/23
by HR

Human Resource Director's Recommendations:
 HR Request - Defer to Commission Approval

 Human Resource Director's Signature: _____ Date: _____

County Commission Approve Deny
 Comment(s): _____
 Presiding Commissioner's Signature: [Signature] Date: 6/15/23
 District I Commissioner's Signature: [Signature] Date: 6/15/23
 District II Commissioner's Signature: _____ Date: 6/15/23

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 2023

County of Boone

} ea.

In the County Commission of said county, on the 15th day of June 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the flexible hiring maximum for Position 1102, Facilities Maintenance, and does hereby authorize an annual salary of \$69,638.40 for said position.

Done this 15th day of June 2023.

ATTEST:



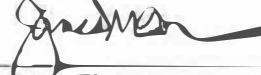
Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Jane M. Thompson
District II Commissioner

**REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary)
BOONE COUNTY Commission Order 146-2006**

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Jody Moore Department Facilities Maintenance

Position Title Deputy Director Position No. 1102

Proposed Starting Salary (complete one only) Annual: \$69,638.40 % of Mid-Point 100
 OR Hourly: 1 % of Mid-Point _____

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

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) The employees education, years of service in the department and knowledge about facilities maintenance justifies the proposed hiring range.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: N/A

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? No inequities between deputy directors in the same range.

Additional comments: Jody continues to prove daily that she is a valuable asset to the facilities department.

Administrative Authority's Signature:  Date: 6/12/23

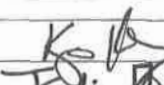

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: Kyle Krumar Date: 6-14-23

Human Resource Director's Recommendations:
Approve. Salary below other current deputy directors on same range and commensurate with years of experience in department and institutional knowledge.

Human Resource Director's Signature: Angela Wehmeyer Date: 06/12/2023

County Commission Approve Deny
 Comment(s): _____

Presiding Commissioner's Signature:  Date: 6/15/23
 District I Commissioner's Signature:  Date: 6/15/23
 District II Commissioner's Signature: _____ Date: 6/15/23

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STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20

In the County Commission of said county, on the 15th day of June 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the flexible hiring maximum for Position 535, Commission, and does hereby authorize an hourly rate of \$23.00 for the salary of said position.

Done this 15th day of June 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Stephanie Buhse Department Commission - 1121

Position Title Senior Administrative Assistant Position No. 535

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: \$23.00 % of Mid-Point 109.8%

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)

Candidate has 9 years of relevant experience, in addition to 15 years experience working in the public sector.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification:

Candidate brings significant relevant experience to the position.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?

Only one position exists in the department, but the position exists in the County Counselor's Office and the County Clerk's Office, with both employees employed less than 2 years. This candidate would be higher on the range than the current employees.

Additional comments:

Pay inequity will be taken into consideration during the County's Pay Plan Restructuring Project slated to begin soon.

Administrative Authority's Signature: _____ Pending Commission Approval _____ Date: _____

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).

Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached. to follow.

Auditor's Signature: Kyle Korman by HD Date: 6-15-23

Human Resource Director's Recommendations:

Approve. Pay Inequity exists but will need to be addressed during pay plan study.

Human Resource Director's Signature: Angela Wehmeyer Date: 06/14/2023

County Commission Approve Deny
 Comment(s): _____

Presiding Commissioner's Signature: _____ Date: 6/15/2023

District I Commissioner's Signature: _____ Date: 6/15/23

District II Commissioner's Signature: _____ Date: 6/15/23

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 29

In the County Commission of said county, on the 15th day of June 20 23

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

Now on this day, the County Commission of the County of Boone does hereby accept and receive the Quit Claim Deed between NBC, Inc and Boone County which was executed July 25, 2005 and recorded in Boone County Records Book 2778, page 145 on July 28, 2005.

Done this 15th day of June 2023.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Resource Management



Memo

Date: May 22, 2023
To: County Commission
From: Natalie Meighan, Right of Way Agent
Subject: Accept and Receive Quit Claim Deed from Book 2778, page 145

I have been asked to assist Planning with a situation to move forward a prospective new development near Spencer Hills & Clearview Subdivisions. Here is some information to help you understand the question at hand.

In 2005 as part of the close-out of the Clearview NID Boone County was quit claimed the parcel selected on the map below. The prior owner had apparently defaulted on the tax bill and refused to pay, but he was willing to sign the parcel over to the County by Quit Claim Deed. The County attorney at the time (John Patton) prepared the QC deed for the landowner to sign. It was recorded in Book 2778, page 145. While I cannot find a specific "acceptance of QC deed" it is very clear by these actions the County was aware and was part of the transaction. I am attaching the Commission Order and Minutes (discussion begins on page 4 of the PDF) of the meeting where this took place.



Screen shot from internal
Zoning Information Viewer.

Excerpt from Survey in
Book 717, Page 580

Fast forward to 2023 there is a proposed development (561 Subdivision) which proposes incorporating a portion of that parcel into the subdivision (partially as road right of way, partially as utility easement). The Planning staff supports this development plan; however, the murkiness of Boone County's ownership has come into question during the review process. It is important to have a solid title as the new developer is going to ask Boone County to give him the ground in the triangle that isn't under the roadway and then he in turn will be dedicating it back as additional road right of way and the required utility easement; so it is important that he actually owns it. When Boone County asked for a title certificate on the triangle the title company wanted to condition the policy in a way that negated exactly what Boone County needed.

A solution to resolve this is for the County Commission to formally accept the 2005 Quit Claim deed. This acceptance would clear up any uncertainty prior to the transfer to the developer and new plat.

TERM OF COMMISSION: July Session of the July Adjourned Term

PLACE OF MEETING: Roger B. Wilson Boone County Government Center
Commission Chambers

PRESENT WERE: Presiding Commissioner Keith Schnarre
District I Commissioner Karen M. Miller
District II Commissioner Skip Elkin
Deputy County Clerk Shawna Victor

The meeting was called to order at 1:30 p.m.

Subject: Purchasing Department

Heather Turner, Purchasing Department Buyer, was present on behalf of this item.

A. Second Reading and Approval of Request to Cancel and Re-Award bid 37-17MAY05 (Tandem Axle Dump Trucks)

Commissioner Elkin moved to void Commission Order 261-2005 awarding bid 37-17MAY05 for Tandem Axle Dump Trucks to Lou Fusz Chevrolet per the recommendation from the Purchasing Department.

The County Commission does hereby re-award bid 37-17MAY05 for Tandem Axle Dump Trucks to Al Scheppers Motor Company.

Commissioner Miller seconded the motion.

There was no discussion and no public comment.

The motion passed 3-0. **Order 296-2005**

B. First Reading of Bid 45-14JUL05 (Lake of the Woods Pavement/Drainage Repair)

Heather Turner stated The Bid for Lake of the Woods Pavement and Drainage Repair-Phase I closed on July 19, 2005. Four bids were received. Purchasing and the Public Work's department recommend award to Emery Sapp & Sons, Inc. for submitting the low bid.

Total cost of contract is \$470,000.00 with a 10% contingency of \$47,000.00 for a total Purchase Order amount of \$517,000.00. This contract will be paid out of department 2045 – Public Works Design and Construction, account number 71100 – Outside Services. The original budget was \$500,000.00.

Commissioner Schnarre stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available meeting with an appropriate order for award.

C. First Reading of Bid 47-07JUL05 (Northern Boone County Bridge Projects)

Heather Turner stated the Bid for Northern Boone County Bridge Projects closed on July 7, 2005. Six bids were received. Purchasing and the Public Work's department recommend award to Widel, Inc. for submitting the low bid.

Total cost of contract is \$262,902.00 with a 10% contingency of \$26,290.00 for a total Purchase Order amount of \$289,192.00. This contract will be paid out of department 2045 – Public Works Design and Construction, account number 71100 – Outside Services. The original budget was \$240,000.00. Don Abell, Public Works Design and Construction Manager, submitted a memo outlining the award amounts and expected adjustments in the current budget to fund the projects.

Commissioner Schnarre stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available meeting with an appropriate order for award.

D. First Reading of Bid 48-07JUL05 (Southern Boone County Bridge Projects)

Heather Turner stated the Bid for Southern Boone County Bridge Projects closed on July 7, 2005. Four bids were received. Purchasing and the Public Work's department recommend award to Widel, Inc. for submitting the low bid.

Total cost of contract is \$355,383.00 with a 10% contingency of \$35,538.00 for a total Purchase Order amount of \$390,921.00. This contract will be paid out of department 2045 – Public Works Design and Construction, account number 71100 – Outside Services. The original budget was \$330,000.00. Don Abell, Public Works Design and Construction Manager, submitted a memo outlining the award amounts and expected adjustments in the current budget to fund the projects.

Commissioner Schnarre stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available meeting with an appropriate order for award.

E. First Reading of Bid 50-19JUL05 (Soft Pit Hill Road Improvement Project)

Heather Turner stated the Bid for Soft Pit Hill Road Improvement Project closed on July 19, 2005. Four bids were received. Purchasing and the Public Work's department recommend award to Boone Construction Company for submitting the low bid.

Total cost of contract is \$79,472.65 with a 10% contingency of \$7,947.00 for a total Purchase Order amount of \$87,419.65. This contract will be paid out of department 2045 – Public Works Design and Construction, account number 71100 – Outside Services. The original budget was \$75,000.00. Don Abell, Public Works Design and Construction Manager, submitted a memo outlining the award amount and expected adjustments in the current budget to fund the projects.

Commissioner Schnarre stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available meeting with an appropriate order for award.

F. First Reading to Dispose of Computer Equipment

Heather Turner stated the Purchasing Department has identified and listed items as surplus. These items will be disposed through GovDeals or Kemper Auction. The microwave, item 12, on the list will be destroyed.

Commissioner Schnarre stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available meeting with an appropriate order for approval.

G. First Reading to Dispose of County Vehicle

Heather Turner stated The Purchasing Department is requesting permission to dispose of the following:

1984 Chevrolet Blazer
VIN #: 1G8ED18J7EF152398

Purchasing and the Sheriff's department recommend trying GovDeals for the initial disposal. If we are not successful, then we will use one of the car auctions for the disposal.

This vehicle was originally donated to us by the Missouri Department of Public Safety. Attached is a Memo from them which gives us permission to "dispose of this vehicle locally as you would any other department owned surplus property".

Commissioner Schnarre stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available meeting with an appropriate order for approval.

Subject: Collector's Office

Patricia S. Lensmeyer, Boone County Collector, was present on behalf of these items.

A. Second Reading and Approval of Tax Collection Agreement with City of Hallsville

Commissioner Elkin moved to approve the Tax Collection Agreement with the City of Hallsville.

Commissioner Miller seconded the motion.

There was no discussion and no public comment.

The motion passed 3-0. **Order 297-2005**

B. Second Reading and Approval of Tax Collection Agreement with City of Harrisburg

Commissioner Miller moved to approve the Tax Collection Agreement with the City of Hallsville.

Commissioner Elkin seconded the motion.

There was no discussion and no public comment.

The motion passed 3-0. **Order 298-2005**

C. Second Reading and Approval of Request to Compromise taxes and special assessment on parcel 11-619-24-00-001.03

Patricia Lensmeyer stated this parcel included in the Clearview NID project. The majority of this parcel is now the road bed and easement. The owner of the property, NBC, Inc., will not pay the 2003 and 2004 real estate tax bills and the 2003 NID bill because the amounts are less than what the property is worth.

Section 140.120 RSMo., allows the Commission to compromise tax bills if the property is not worth what the amount of taxes that are owed.

Section 67.469 RSMo., allows for NID assessments to be treated the same as real estate taxes regarding the lien held by the county. Mrs. Lensmeyer stated a lien search was performed and there are no liens against this parcel.

She is requesting the 2003 and 2004 real estate tax bills and the 2003 NID bill be

compromised so the Clearview NID can be closed out.

Commissioner Miller stated she spoke with the Planning and Building Inspection Department yesterday to have them review this to see who is maintaining this and if the County will need to do any future maintenance.

Commissioner Miller moved to compromise the following taxes for parcel 11-619-24-00-001.03:

Bill 2003R008900 – in the amount of \$83.21 (as of July 2005)

Bill 2004R009100 – in the amount of \$1.72 (as of July 2005)

Bill 2003N000085 – in the amount of \$330.85 (as of July 2005)

Commissioner Elkin seconded the motion.

There was no discussion and no public comment.

The motion passed 3-0. **Order 299-2005**

Subject: First Reading of Legislative Changes Impacting NID Procedures

Patricia Lensmeyer stated there were changes passed during this legislative session and signed by the Governor.

67.469 RSMo. now reads that liens on special assessments (NID) may be foreclosed in the same manner as tax upon real property by land tax sale or by judicial foreclosure at the option of the governing body. Currently, the county's process is to foreclose through tax sale. Mrs. Lensmeyer suggests the county maintain this current process not through the judicial option.

Also, under 67.469 RSMo., the statute now states that upon foreclosure of the lien, the entire remaining assessment may (changed from shall) be recoverable at the option of the governing body. Mrs. Lensmeyer suggested to foreclose on the entire remaining unpaid assessment. If the county does not foreclose on the entire remaining unpaid assessment, and a collector's deed is subsequently issued, the county's lien on the property could be extinguished. There is a great potential any balance due would not be collectible.

Commissioner Schnarre stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available meeting with an appropriate order for approval.

Subject: Public Works

A. Hill Creek Neighborhood Improvement District – Notice to Proceed with Neighborhood Improvement District

John Watkins, Project Development Manager, was present on behalf of this item.

John Watkins stated the majority of the property owners in the proposed district signed the petition. At the public hearing on Tuesday July 26, almost all that were present were in favor of the formation of this district.

Commissioner Miller moved to establish:

AN ORDER ORDERING THE PROJECT; HILL CREEK SANITARY SEWER NEIGHBORHOOD IMPROVEMENT DISTRICT IMPROVEMENTS TO BE MADE AND AUTHORIZING THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, TO OBTAIN FINANCING, REIMBURSE ITSELF AND RECORD WITH RECORDER OF DEEDS.

WHEREAS, pursuant to Sections 67.453 to 67.475, inclusive, RSMo, named the Neighborhood Improvement District Act (the "Act"), the County Commission of Boone County, Missouri has heretofore determined that Hill Creek Sanitary Sewer Neighborhood Improvement District Project number 9643 to be advisable and ordered plans and specifications for the Project to be prepared by Commission Order 290-2005; and

WHEREAS, plans and specifications for said Project, including the estimated cost, were submitted to the County Commission, an assessment roll was prepared and, pursuant to notice duly given, a hearing was held on the proposed improvements and assessments:

NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI:

Section 1. The plans and specifications for the Hill Creek Neighborhood Improvement District Project providing for an estimate cost of \$1,652,980.60 will be assessed against property benefited by the improvements, are hereby determined to be final and complete and the improvements described therein are ordered to be made.

Section 2. The County of Boone expects to make expenditures on and after the date of passage of this Order in connection with the Project, and the County of Boone intends to reimburse itself for such expenditures with the proceeds of notes or bonds of the County of Boone. The maximum principal amount of notes or bonds expected to be issued for the Project is \$2,066,225.75.

Section 3. The County of Boone hereby authorizes the Treasurer to issue temporary notes pursuant to the Act to finance the costs of the Project until the Project is completed and final costs are determined for the purpose of making assessments against the owners of property within the district.

Section 4. This Order and the proposed assessment roll for the Project, a copy of which is attached hereto as **Exhibit A**, is ordered and directed to be filed by the Clerk of Boone County, in the real estate records of the Recorder of Deeds of Boone County, Missouri.

Section 5. This Order shall be in full force and effect from and after its passage.

Commissioner Elkin seconded the motion.

There was no discussion and no public comment.

The motion passed 3-0. **Order 300-2005**

B. First Reading of Contract with Harrington & Cortelyou, Inc. for engineering services on McBaine Bridge project

Don Abell, Design and Construction Manager, was present on behalf of this item.

Don Abell stated this is an agreement for engineering services with Harrington and Cortelyou, Inc for the design and plan development the bridge in McBaine. This is a result from the receipt of federal funds to rebuild the bridge.

The Design and Bidding services are not to exceed \$51,800.

The Construction Services are not to exceed \$23,100.

Commissioner Schnarre stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available meeting with an appropriate order for approval.

Subject: Presentation of FY2004 Financial Statements and Audit

June Pitchford, Boone County Auditor; Jackie Dippel, KPMG Partner; and Ted Williamson, Manager at KPMG, were present on behalf of this item.

The Commissioners received the Letter to the Commissioners: Required Auditor Comments (dated July 28, 2005), a letter to Management on Internal Control (dated May 27, 2005), the OMB Circular A-133 Single Audit Report, and the Comprehensive Annual

Financial Report (CAFR). These documents have been submitted to the record and are available for review in the County Clerk's Office. These documents are also available in the Boone County Auditor's Office.

Jackie Dippel summarized the information in the above documents.

The Commission thanked KPMG for their work.

Subject: Office of Community Service

A. Second Reading and Approval of Homemaker/Personal and Respite Care Services Contract with Premier Home Health Care

Commissioner Elkin moved to approve the Agreement for Homemaker/Personal Care and Respite Care Services with Premier Home Health Care, Inc.

Commissioner Miller seconded the motion.

There was no discussion and no public comment.

The motion passed 3-0. **Order 301-2005**

B. Second Reading and Approval of Increase in Reimbursement Rate for Homemaker/Personal Care and Respite Care Services

Commissioner Miller moved to approve the increase in the reimbursement rate for Homemaker/Personal Care and Respite Care Services as follows:

Homemaker/Personal Care Services – Old Rate \$3.49 per ¼ hour; New Rate \$3.65 per ¼ hour

Respite Care Services – Old Rate \$3.03 per ¼ hour; New Rate \$3.19 per ¼ hour

Commissioner Elkin seconded the motion.

There was no discussion and no public comment.

The motion passed 3-0. **Order 302-2005**

Subject: Child Support – Second Reading and Approval of Level B-Child Support Enforcement Cooperative Agreement

Commissioner Elkin moved to approve the Level B Child Support Enforcement Agreement with the State of Missouri Department of Social Services Family Support Division.

Commissioner Miller seconded the motion.

There was no discussion and no public comment.

The motion passed 3-0. **Order 303-2005**

Subject: Court Administrator – Second Reading and Approval of Family Court Supplemental Cooperative Agreement

Commissioner Miller moved to approve the Supplemental Agreement for Boone County Family Court Staff.

Commissioner Elkin seconded the motion.

There was no discussion and no public comment.

The motion passed 3-0. **Order 304-2005**

Subject: Second Reading and Approval of Revisions to Chapters II, IV, and VI of the Boone County Code of Health Regulations

Commissioner Miller stated these revisions reflect the legislative changes made and will codify the health regulations. One of the changes is to allow for tax billing for abatement of nuisance ordinances.

Commissioner Elkin moved to approve and adopt the orders in series as follows and authorize the Presiding Commissioner to sign the same on behalf of the County Commission:

- Order Enacting Revisions to Chapter II, IV and VI Code of Health Regulations for Boone County, Missouri,
- Order for Public Notice

Commissioner Miller seconded the motion.

There was no discussion and no public comment.

The motion passed 3-0. **Order 305-2005**

Subject: Appointment to Senior Board

Commissioner Miller moved to appoint Jared S. Coberly (Missouri Township) to the Boone County Senior Board for an interim term to expire on May 5, 2007.

Commissioner Elkin seconded the motion.

There was no discussion and no public comment.

The motion passed 3-0. **Order 306-2005**

Subject: Clerk's Office

Wendy S. Noren, Boone County Clerk, was present on behalf of these items.

A. First Reading of Budget Revision

Wendy Noren stated this budget revision is transferring \$5,000 from emergency to Records Management recycling account. This is due to cleaning up Records and the third floor of the Government Center

Commissioner Schnarre stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available meeting with an appropriate order for approval.

B. First Reading of Budget Amendment

Wendy Noren stated this budget amendment is establishing a budget for Election Services contingency. This did not roll from the 2004 budget. This is in the amount of \$30,000.

Also, this will establish a budget for \$10,000 for Election Services seminars budget.

Commissioner Schnarre stated this is a first reading and requested the Deputy County Clerk to schedule this item for a second reading at the next available meeting after the required 10 day waiting period with an appropriate order for approval.

Commissioner Reports

Commissioner Schnarre

Boone Hospital Center Board of Trustees

Commissioner Schnarre stated he attended the Board of Trustees meeting. The Board will be involved in the hiring process for replacement of Mike Shirk.

Commissioner Miller

Mid-Missouri Regional Planning Commission

Commissioner Miller stated she attended the RPC meeting last night. Mike Downing from the State Office of Economic Development gave a presentation about programs available for small communities to bring in businesses.

The next RPC meeting will be their annual bar-b-que on September 28, 2005.

Commissioner Elkin

No reports at this time.

Public Comment

There was no public comment.

The meeting adjourned at 2:25 p.m.

Attest:

Wendy S. Noren
Clerk of the County Commission

Keith Schnarre
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

299-2005

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

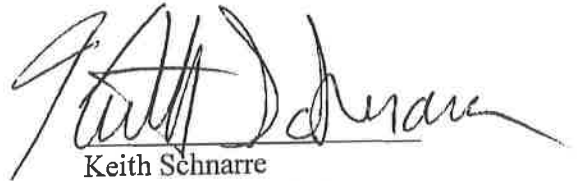
28th day of July 20 05

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

Now on this day the County Commission of the County of Boone does hereby compromise the following taxes for parcel 11-619-24-00-001.03:

- Bill 2003R008900 – in the amount of \$83.21 (as of July 2005)
- Bill 2004R009100 – in the amount of \$1.72 (as of July 2005)
- Bill 2003N000085 – in the amount of \$330.85 (as of July 2005)

Done this 28th day of July, 2005.

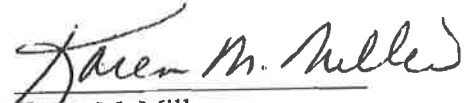


Keith Schnarre
Presiding Commissioner


ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

BOONE COUNTY COLLECTOR

801 E. WALNUT, RM. 118
 COLUMBIA, MO 65201-7727
 (573) 886-4285

MEMORANDUM

TO: ✓ KEITH SCHNARRE, PRESIDING COMMISSIONER
 KAREN MILLER, DISTRICT 1 COMMISSIONER
 SKIP ELKIN, DISTRICT 2 COMMISSIONER

FROM: PAT LENSMEYER, COLLECTOR *pl*

DATE: JULY 25, 2005

TOPIC: COMPROMISE TAXES AND SPECIAL ASSESSMENT ON PARCEL 11-619-24-00-001.03

I am requesting the Boone County Commission compromise taxes for tax bill years 2003 and 2004 and NID annual special assessment for 2003 on parcel number 11-619-24-00-001.03 in the name of NBC, Inc.

Section 140.120 RSMo authorizes that taxes may be compromised:

140.120. If it appears to any county commission, that any tract of land or town lot contained in the back tax book is not worth the amount of taxes, interest and cost due thereon, as charged in the back tax book or that the same would not sell for the amount of the taxes, interest and cost, the commission may compromise the taxes with the owner of the tract or lot. Upon payment to the collector of the amount agreed upon, a certificate of redemption shall be issued under the seal of the commission, which shall release the lands from the lien of the state and all taxes due thereon, as charged on the back tax book. If the commission compromises and accepts a less amount than appears to be due on any tract of land or town lot, as charged on said back tax book, the commission shall order the amount so paid to be distributed to the various funds to which the taxes are due, in proportion as the amount received bears to the whole amount charged against the tract or lot.

And, section 67.469 RSMo stipulates that NID assessments are treated same as real estate taxes regarding the lien held by the county:

67.469. A special assessment authorized under the provisions of sections 67.453 to 67.475 shall be a lien, from the date of the assessment, on the property against which it is assessed on behalf of the city or county assessing the same to the same extent as a tax upon real property. Upon the foreclosure of any such lien, the entire remaining assessment shall become due and payable and shall be recoverable in such foreclosure proceeding.

Since completion of Clearview Drive under the NID, this parcel is substantially now the road and easement except for a small portion. The county maintains all of Clearview Drive.

The parcel has no relative value other than for the road and is not worth the taxes and remaining unpaid special assessment bill. NBC, Inc. refuses to continue to pay the taxes on this parcel. Foreclosure through the tax sale is impractical because of the location and value of the property.

The parcel was sold at tax sale in 1998. A collector's deed was not issued as the property was redeemed. At that time, the property was owned by Payne Enterprises, Inc. but redeemed on behalf of the owner by Lonnie

Nichols Trucking and Excavating, Inc. That same day, the property ownership was transferred from Payne Enterprises, Inc. to NBC, Inc.

All Clearview NID assessments are paid in full except for the 2003 bill on this parcel. This unpaid bill is keeping the NID from being closed out. Kay Murray has verified that enough money is available without the outstanding amount of the NID 2003 bill.

John Patton reviewed the information and prepared the Quit-Claim Deed by which NBC, Inc., transfers ownership of the parcel to the county. Lonnie Nichols, President, NBC, Inc. has agreed to sign the Quit-Claim Deed.

I have attached several items which should help demonstrate this unique situation clearer than I am able to explain in this brief memo.

Attachments:

1. 2003R008900 – amount due in July, 2005 is \$83.21
2. 2004R009100 – amount due in July, 2005 is \$1.72
3. 2003N000085 – amount due in July, 2005 is \$330.85
4. Lien search completed May 27, 2005 by Monarch Title Company
5. Current parcel map from GIS file
6. Old aerial map showing parcel before Clearview Drive extended
7. Survey from 1989
8. E-mail response from Kay Murray

**DELINQUENT
2003 BOONE COUNTY REAL ESTATE
TAX STATEMENT**

COLLECTOR OF REVENUE, PATRICIA S. LENSMEYER
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
9th & Ash - 801 E. Walnut, Room 118, Columbia, MO 65201-4890
TELEPHONE (573) 886-4285 FAX (573) 886-4294
www.showmeboone.com
Office hours 8am to 5pm Monday through Friday, except scheduled holidays


NBC INC
104 E BROADWAY
COLUMBIA MO 65203-4256



BILL NUMBER 2003R008900
Duplicate Bill Issued Date 7/22/2005

Include bill number(s) on check. Multiple bills may be paid with one check.

Mail early to avoid penalties. Postmark date determines month of payment. See penalty chart for amount if paid or postmarked after December 31.

For your convenience, a drop box is located at the 9th Street entrance to the County Government Center.

If you do not own this property, return the bill with the correct owner(s) name and address. Ownership changes after October 1 often do not allow enough time to update account information before the bills are printed.

If your mortgage payments include taxes, forward this bill to your loan company so this bill will be paid in a timely manner.

Payment may be made by check, money order, traveler's check, credit card or cash. Please do not send cash through the mail.

Pay on-line by e-check or credit card at www.showmeboone.com/COLLECTOR/ 24 hours a day, 7 days a week.

Pay by phone - call toll-free 1-888-2PAY-TAX(1-888-272-9829) 24 hours a day, 7 days a week - the jurisdiction code for Boone County is 3517

TOTAL DUE IF NOT PAID BY 12/31/2003 SEE CHART

Parcel Number 11-619-24-00-001.03

Property Description:

Parcel Number 11-619-24-00-001.03
CLEARVIEW DR
Sct 24 Twp 49 Rge 13
MPT E 1/2 SW
TR 2 SUR 717-580

APPRAISED VALUE: 100
RESIDENTIAL: 19
TOTAL ASSESSED: 19

**TAXES BECOME
DELINQUENT ON
JANUARY 1, 2004**

ENTITY	RATE	AMOUNT
STATE	.0300	.01
COUNTY	.2494	.04
COLUMBIA SCHOOL	4.9444	.94
BOONE CNTY FIRE	.8379	.16
BC LIBRARY	.3200	.06
COMMON ROAD	.0500	.01
Total	Rate 6.4317	Tax 1.22
LATE CHARGES		81.99
TOTAL DUE IF NOT PAID BY 12/31/2003		
TOTAL DUE		SEE CHART

To calculate amount (Assessed Value/100 x Rate = Tax \$)

SEPARATE HERE AND RETURN BOTTOM PORTION WITH PAYMENT. If paying by credit card please fill out appropriate information.

As a convenience to our taxpayers, the Boone County Collector's office accepts MASTERCARD, VISA, and Novus/DISCOVER credit cards. A convenience fee is charged to your credit card when you pay your taxes by credit card. This fee is not retained by the collector or county. To pay by credit card, please complete the information and sign below.

MASTERCARD/VISA/DISCOVER

Notice: The convenience fee is 2.75% if you pay on-line at www.showmeboone.com/COLLECTOR

The convenience fee is 3.50% if paid by mail or in person.

Please check credit card brand and clearly write in account number below
 Discover MasterCard Visa

Number _____

3 Digit V-Code _____ Exp. Date _____
(#s on signature line on back of card) (Month) (Year)

I understand that the total amount charged on my credit card will include an additional convenience fee based on the schedules above.

SIGNATURE OF CARDHOLDER _____

DAYTIME PHONE NUMBER _____

If we are unable to process your credit card payment you will receive a new bill and late charges may apply. Please remit early.

**AMOUNT TO
PAY IF PAID IN
2005**

JAN	1.79
FEB	1.81
MAR	1.83
APR	1.85
MAY	67.12
JUN	67.14
JUL	83.21
AUG	115.34
SEP	115.36
OCT	115.36
NOV	115.36
DEC	115.36

**TOTAL DUE IF
NOT PAID BY 12/31/2003** SEE CHART

Address correction

Name _____

Address _____

Address _____

City, State, Zip _____

NBC INC
104 E BROADWAY
COLUMBIA MO 65203-4256

Remit payment to: Boone County Collector, Patricia S. Lensmeyer
801 E. Walnut, Room 118, Columbia, MO 65201-4890



Parcel Number 11-619-24-00-001.03

BILL NUMBER 2003R008900
Duplicate Bill Issued Date 7/22/2005

**DELINQUENT
2004 BOONE COUNTY REAL ESTATE
TAX STATEMENT**

COLLECTOR OF REVENUE, PATRICIA S. LENSMEYER
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
9th & Ash - 801 E. Walnut, Room 118, Columbia, MO 65201-4890
TELEPHONE (573) 886-4285 FAX (573) 886-4294
www.showmeboone.com
Office hours 8am to 5pm Monday through Friday, except scheduled holidays

NBC INC
104 E BROADWAY
COLUMBIA MO 65203-4256



BILL NUMBER 2004R009100
Duplicate Bill Issued Date 7/22/2005

Include bill number(s) on check. Multiple bills may be paid with one check.

Mail early to avoid penalties. Postmark date determines month of payment. See penalty chart for amount if paid or postmarked after December 31.

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If you do not own this property, return the bill with the correct owner(s) name and address. Ownership changes after October 1 often do not allow enough time to update account information before the bills are printed.

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Pay by phone - call toll-free 1-888-2PAY-TAX(1-888-272-9829) 24 hours a day, 7 days a week - the jurisdiction code for Boone County is 3517

TOTAL DUE IF NOT PAID BY 12/31/2004 SEE CHART

Parcel Number 11-619-24-00-001.03

Property Description:

Parcel Number 11-619-24-00-001.03
CLEARVIEW DR
Sct 24 Twp 49 Rge 13
MPT E 1/2 SW
TR 2 SUR 717-580

APPRAISED VALUE: 100
RESIDENTIAL: 19
TOTAL ASSESSED: 19

******* BACK TAXES ARE DUE *******

**TAXES BECOME
DELINQUENT ON
JANUARY 1, 2005**

ENTITY	RATE	AMOUNT
STATE	.0300	.01
COUNTY	.2495	.04
COLUMBIA SCHOOL	4.9444	.94
BOONE CNTY FIRE	.8231	.16
BC LIBRARY	.3200	.06
COMMON ROAD	.0500	.01
Total	Rate 6.4170	Tax 1.22
LATE CHARGES		.50
TOTAL DUE IF NOT PAID BY 12/31/2004		
TOTAL DUE		SEE CHART

To calculate amount (Assessed Value/100 x Rate = Tax \$)

SEPARATE HERE AND RETURN BOTTOM PORTION WITH PAYMENT: If paying by credit card please fill out appropriate information.

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Please check credit card brand and clearly write in account number below
 Discover MasterCard Visa

Number _____

3 Digit V-Code _____ Exp. Date _____
(1-9's on signature line on back of card) (Month) (Year)

I understand that the total amount charged on my credit card will include an additional convenience fee based on the schedules above.

SIGNATURE OF CARDHOLDER _____

DAYTIME PHONE NUMBER _____

If we are unable to process your credit card payment you will receive a new bill and late charges may apply. Please remit early.

**AMOUNT TO
PAY IF PAID IN
2005**

JAN	1.33
FEB	1.35
MAR	1.64
APR	1.66
MAY	1.68
JUN	1.70
JUL	1.72
AUG	1.74
SEP	1.77
OCT	1.77
NOV	1.77
DEC	1.77

**TOTAL DUE IF
NOT PAID BY 12/31/2004 SEE CHART**

Address correction

Name _____

Address _____

Address _____

City, State, Zip _____

NBC INC
104 E BROADWAY
COLUMBIA MO 65203-4256

Remit payment to: Boone County Collector, Patricia S. Lensmeyer
801 E. Walnut, Room 118, Columbia, MO 65201-4890

******* BACK TAXES ARE DUE *******



Parcel Number
11-619-24-00-001.03

BILL NUMBER 2004R009100
Duplicate Bill Issued Date 7/22/2005

DELINQUENT

2003 BOONE COUNTY NEIGHBORHOOD IMPROVEMENT DISTRICT STATEMENT



BILL NUMBER 2003N000085

Duplicate Bill Issued Date **7/22/2005**

COLLECTOR OF REVENUE, PATRICIA S. LENSMEYER
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
Ash - 801 E. Walnut, Room 118, Columbia, MO 65201-4890
TELEPHONE (573) 886-4285 FAX (573) 886-4294
www.showmeboone.com

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Office hours 8am to 5pm Monday through Friday, except scheduled holidays



NBC INC
104 E BROADWAY
COLUMBIA MO 65203-4256

TOTAL DUE IF NOT PAID BY 12/31/2003 SEE CHART

Parcel Number 11-619-24-00-001.03

Property Description:

Parcel Number 11-619-24-00-001.03
CLEARVIEW DR
Sct 24 Twp 49 Rge 13
MPT E 1/2 SW
TR 2 SUR 717-580

ENTITY	AMOUNT
N. I. D.	234.08
PRINCIPAL	200.00
INTEREST	34.08
Total	234.08
LATE CHARGES	96.77
TOTAL DUE IF NOT PAID BY 12/31/2003	
TOTAL DUE	SEE CHART

NEIGHBORHOOD IMPROVEMENT DISTRICT
CLEARVIEW

TAXES BECOME DELINQUENT ON JANUARY 1, 2004

YEAR ASSESSMENT 10
FIRST INSTALLMENT - 1994
FINAL INSTALLMENT - 2003

To calculate amount (Assessed Value/100 x Rate = Tax \$)

SEPARATE HERE AND RETURN BOTTOM PORTION WITH PAYMENT. If paying by credit card please fill out appropriate information.

As a convenience to our taxpayers, the Boone County Collector's office accepts MASTERCARD, VISA, and Novus/DISCOVER credit cards. A convenience fee is charged to your credit card when you pay your taxes by credit card. This fee is not retained by the collector or county. To pay by credit card, please complete the information and sign below.

MASTERCARD/VISA/DISCOVER

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The convenience fee is 3.50% if paid by mail or in person.

Please check credit card brand and clearly write in account number below
 Discover MasterCard Visa

Number _____

3 Digit V-Code _____ Exp. Date _____
 (3 #'s on signature line on back of card) (Month) (Year)

I understand that the total amount charged on my credit card will include an additional convenience fee based on the schedules above.

SIGNATURE OF CARDHOLDER _____

DAYTIME PHONE NUMBER _____

If we are unable to process your credit card payment you will receive a new bill and late charges may apply. Please remit early.

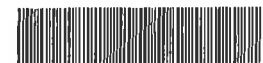
AMOUNT TO PAY IF PAID IN 2005	
JAN	300.81
FEB	305.82
MAR	310.82
APR	315.83
MAY	320.84
JUN	325.85
JUL	330.85
AUG	335.86
SEP	340.87
OCT	340.87
NOV	340.87
DEC	340.87

Address correction

Name _____
Address _____
Address _____
City, State, Zip _____
NBC INC
104 E BROADWAY
COLUMBIA MO 65203-4256

Remit payment to: Boone County Collector, Patricia S. Lensmeyer
801 E. Walnut, Room 118, Columbia, MO 65201-4890

TOTAL DUE IF NOT PAID BY 12/31/2003 SEE CHART



Parcel Number 11-619-24-00-001.03

BILL NUMBER 2003N000085
Duplicate Bill Issued Date **7/22/2005**

NAME(S) ON TAX STATEMENT: NBC, Inc
(LAST) (FIRST) (MIDDLE)

PARCEL NUMBER 11-619-24-00-001.03

LEGAL DESCRIPTION

SEE ATTACHED

JJC INITIAL IF LEGAL DESCRIPTION MATCHES DESCRIPTION ON DELINQUENT STATEMENTS.
IF NOT, EXPLAIN DISCREPANCIES ON BACK.

NAME OF OWNER(S) NBC, Inc.
ADDRESS 104 E Broadway
Columbia, MO 65203
TITLE TAKEN BY Quit Claim Deed
DATE OF DEED 05/05/2000 DATE RECORDED 05/17/2000
BOOK/PAGE 1621-219

FIRST DEED OF TRUST
LENDER'S ADDRESS _____
DEED OF TRUST DATE _____ DATE RECORDED _____
BOOK/PAGE _____ LOAN AMOUNT \$ _____
ASSIGNED TO _____ DATE ASSIGNED _____

SECOND DEED OF TRUST
LENDER'S ADDRESS _____
DEED OF TRUST DATE _____ DATE RECORDED _____
BOOK/PAGE _____ LOAN AMOUNT \$ _____
ASSIGNED TO _____ DATE ASSIGNED _____

CHECK BOX IF ADDITIONAL DEED(S) OF TRUST SHOWN ON THE NEXT PAGE

SPECIAL ASSESSMENTS None DATE _____
ADDRESS _____
FEDERAL/STATE TAX LIENS None DATE _____
ADDRESS _____
MECHANICS LIENS None DATE _____
ADDRESS _____
JUDGMENTS None DATE _____
ADDRESS _____
OTHER RECORDS None DATE _____
(LIS PEND', ETC.) _____

NAME, ADDRESS & PHONE NUMBER OF
COMPANY COMPLETING LIEN SEARCH

Monarch Title Company
320 E Broadway Suite D
Columbia, MO 65201
573-441-0725

RECEIVED

MAY 27 2005

BOONE COUNTY COLLECTION

SEARCHED BY:
Josh Cohen

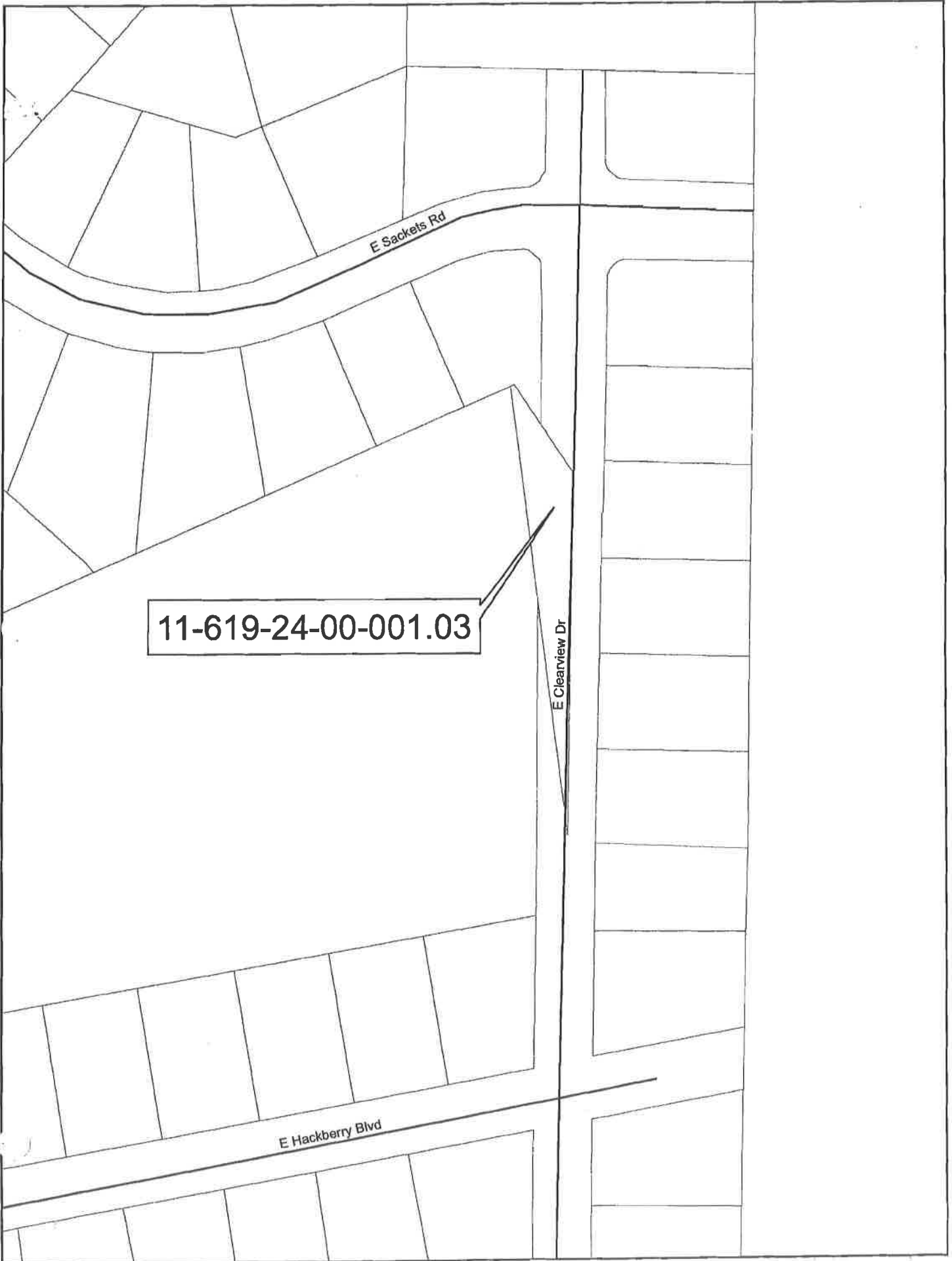
M. J. D. [Signature]

SIGNATURE OF SEARCHER

DATE SEARCHED 05/17/2005

ADDITIONAL INFORMATION/COMMENTS:

1-Cert
6/3/05 g.



11-619-24-00-001.03

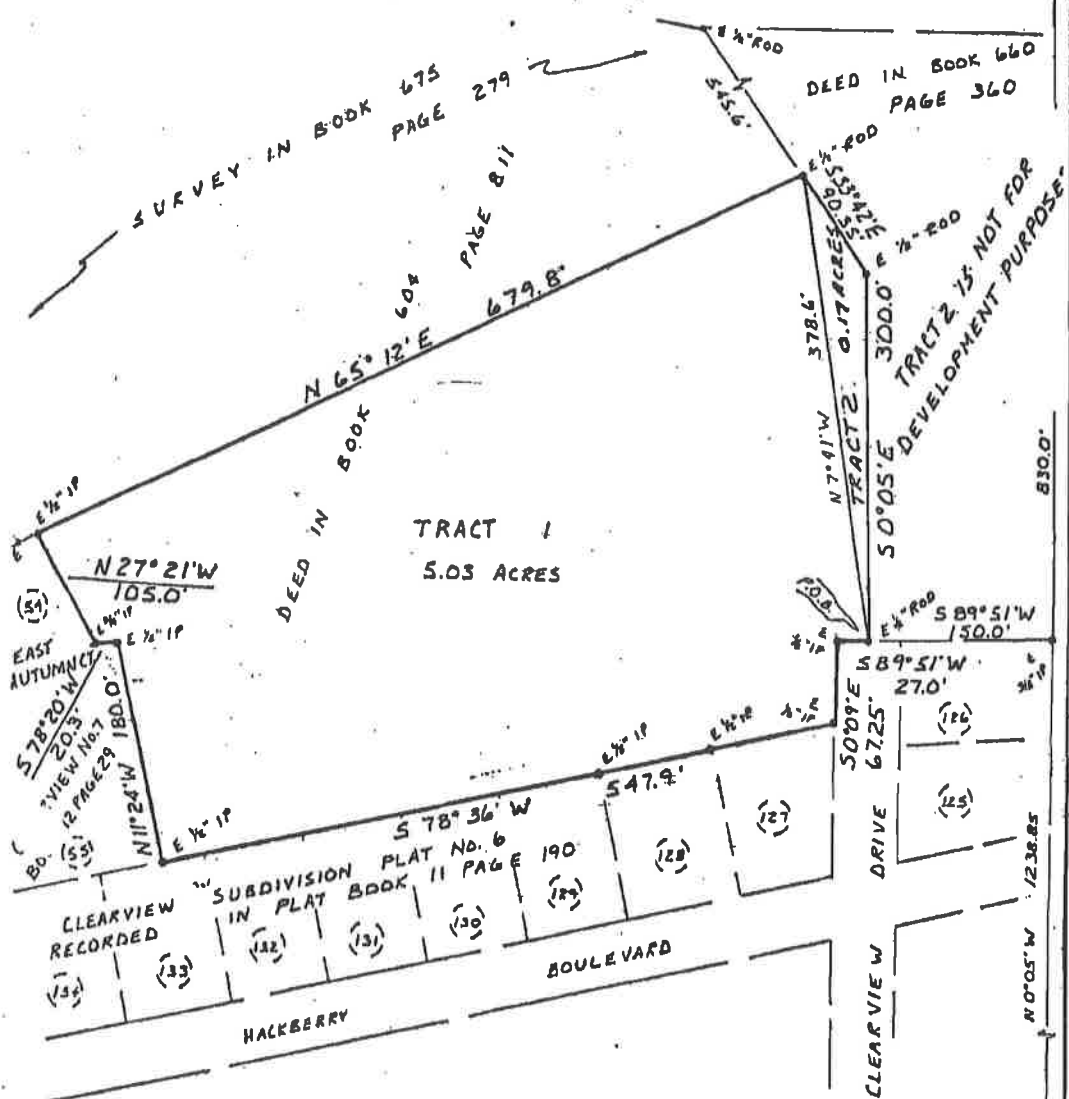
E Sackets Rd

E Clearview Dr

E Hackberry Blvd



Clearview Dr
before NID



LEGEND
 E° EXISTING IRON
 S° SET IRON
 IP IRON PIPE
 — FENCE



SCALE 1"=100'
 MARCH 31, 1989

REFERENCE BEARING: THE SOUTH LINE
 OF THE SURVEY RECORDED IN BOOK
 675 PAGE 279. N 65° 12' E

SOUTH CORNER
 SEC. 24-19-13
 DOC. # 600-31591
 OF THE MO. LAND SURVEY

SURVEYED BY JAMES W. BRUSH, MISSOURI SURVEYORS ASSOCIATION
 JAMES W. BRUSH, LS 1186

This is to certify that in March 1989 I made a survey of a tract of land in the Southwest Quarter of Section 24, Township 49 North, Range 13 West, Boone County, Missouri, being part of the Deed recorded in Book 604 Page 811 of the Boone County Records, and more particularly described as follows:

Starting at the South Quarter corner of said Section 24; thence with the Quarter Section line, N 0° 05' W, 1238.85 feet to the Northeast corner of Lot 126 of Clearview Subdivision, Plat No. 6, recorded in Plat Book 11 Page 190 of the Boone County Records, also being the Southeast corner of the Deed recorded in Book 660 Page 360 of the Boone County Records; thence with the common line of said Deed and Subdivision, S 89° 51' W, 150.0 feet to the Southwest corner of said Deed recorded in Book 660 Page 360, the Point of Beginning;

Thence from the Point of Beginning, continuing with the lines of said Clearview Subdivision, Plat No. 6, S 89° 51' W, 27.0 feet; thence S 0° 09' E, 67.25 feet; thence S 78° 36' W, 547.9 feet to the Southeast corner of Lot 53 Clearview Subdivision, Plat No. 7, recorded in Plat Book 12 Page 29 of the Boone County Records; thence leaving the lines of said Clearview Subdivision, Plat No. 6 and with the Eastern line of said Clearview Subdivision, Plat No. 7, N 11° 24' W, 180.0 feet; thence S 78° 20' W, 20.3 feet; thence N 27° 21' W, 105.0 feet to the Northern corner of Lot 54, Clearview Subdivision, Plat No. 7; thence leaving the lines of said Clearview Subdivision, Plat No. 7 and with the South line of the survey recorded in Book 675 Page 279 of the Boone County Records, N 65° 12' E, 679.8 feet to the West line of said Deed in Book 660, Page 360; thence leaving the South line of said survey and with said West line, S 33° 42' E, 90.35 feet; thence S 0° 05' E, 300.0 feet to the Point of Beginning and containing 5.20 acres.

I then divided the above described into two (2) tracts.

Results of this survey are as shown on the attached plat.

I hereby certify that the above survey was made under my direction and conforms to the Current Minimum Standards for Property Boundary Surveys of the Missouri Department of Natural Resources, Division of Geology and Land Survey.



Survey and Plat by BRUSH AND ASSOCIATES:
James W. Brush
James W. Brush LS 1186

Subscribed and sworn to before me, a Notary Public in and for Boone County, Missouri this 3rd day of April, 1989.



Suzanne Brush
Suzanne Brush Notary Public
Commission Expires: 3-8-91.

Approved by the Boone County Planning Department this 3rd day of April, 1989.

Stan Shawver
Stan Shawver

State of Missouri)
) SS
County of Boone)

I, the undersigned, do hereby certify that this survey was filed for record in the Office of the Recorder of Deeds of Boone County Missouri, this 3 day of April, 1989 and recorded in Book 677 Page 580 and filed at 1:30 P.M.



Betty Johnson
Betty Johnson
Recorder of Deeds

Laura Cochran
Laura Cochran
Deputy Recorder of Deeds

From: Kay Murray
To: Patricia Lensmeyer
Date: 7/22/2005 10:04:42 AM
Subject: Re: Clearview NID

Yes we have plenty of money. Go for it.
K

>>> Patricia Lensmeyer 7/21/2005 1:01:00 PM >>>

Kay,

John Patton has prepared a Quit Claim Deed on the parcel we discussed in the Clearview NID. Would you please verify that there is enough money to close out Clearview NID if we write off bill 2003N85 in the amount (July amount) of \$330.85.

Many thanks,

Pat



Recorded in Boone County, Missouri
 Date and Time 07/28/2005 at 04:39:17 PM
 Instrument # 2005021662 Book 2778 Page 145
 Grantor NBC INC
 Grantee BOONE COUNTY MISSOURI

Instrument Type QTCL
 Recording Fee \$27.00 S
 No of Pages 2

Bettie Johnson
 Bettie Johnson, Recorder of Deeds



QUIT-CLAIM DEED

THIS INDENTURE, made on the 25th day of July, 2005, by and between NBC, Inc., a Missouri corporation, herein Grantor, and Boone County, Missouri, a political subdivision of the state of Missouri, herein Grantee(s) (Grantee's mailing address is: c/o Boone County Commission, 801 E. Walnut, Room 245, Columbia, MO 65201

WITNESSETH, That the said Grantor(s), for the sum of ten dollars and other valuable consideration, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the said Grantee(s), the following described real estate, lying, being and situated in the County of Boone, State of Missouri, to-wit:

BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 49 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI, ALSO BEING TRACT 2 AS DESCRIBED BY THE SURVEY RECORDED IN BOOK 717, PAGE 580, OF THE BOONE COUNTY RECORDS, AND CONTAINS .017 ACRES.

TO HAVE AND TO HOLD the same with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee(s), and their heirs and assigns, FOREVER; so that neither the said Grantor(s), nor his or her or their heirs, nor any other person or persons for him or her or them or in his or her or their name--or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor(s) has or have hereunto set their hands the day and year first above written.

NBC, Inc., a Missouri Corporation

By *Lonnie Nichols*
 Lonnie Nichols, President

279-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 29

County of Boone

In the County Commission of said county, on the 15th day of June 20 23

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 surplus transfer.

Done this 15th day of June 2023.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

RECEIVED

JUN 02 2023

BOONE COUNTY AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 5/17/23

Fixed Asset Tag Number: 20879

Description of Asset: 10x15 Eqpmt Shelter & Improvements

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: transfer to R&B

Other Information (Serial number, etc.): SN 6306; Legacy Asset transferred from City of Columbia in 2016

Condition of Asset: good

Reason for Disposition: replacing

Location of Asset and Desired Date for Removal to Storage: KOMU-5550 Hwy 63 S

N/A Dept. will take care of Moving

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2704 Radio network

Signature 

To be Completed by: AUDITOR

Original Acquisition Date 8-9-16

G/L Account for Proceeds 2704-3836

Original Acquisition Amount \$8,100-

Original Funding Source 2751

Account Group 1606

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 279-2023

Date Approved 6/15/2023

Signature 

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

June Session of the April Adjourned

Term. 2023

County of Boone

In the County Commission of said county, on the

15th

day of

June

20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the two attached K-9 Maintenance Training Agreements between Boone County and the Sedalia Police Department.

The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 15th day of June 2023.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 15th day of June, 2023, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and Sedalia Police Department, Missouri (Agency):

WHEREAS, BCSO can provide K-9 maintenance training through its certified K-9 training staff; and

WHEREAS, Agency desires to send its K-9 and handler through the BCSO's K-9 maintenance training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. MAINTENANCE TRAINING. BCSO agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSO's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSO's program.

2. EMPLOYED STATUS OF K-9 HANDLER. Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

3. CONTRACT PRICE AND PAYMENT. Agency shall pay County a total sum of Two Thousand Dollars (\$2,000.00) for the training contemplated herein, calculated at a rate of \$100/session. Agency shall pay one-half, or \$1,000.00, upon execution of this contract and the remaining one-half, or \$1,000.00, after ten (10) sessions have been completed.

4. TERM AND TERMINATION. The term of this Agreement shall begin immediately upon execution of the same for a period of one-year, and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$100.00 per session.

5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

6. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

7. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

1. **8. AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: _____

By:  _____

Printed Name: Andrew Dawson

Dated: 05-11-23

ATTEST: _____

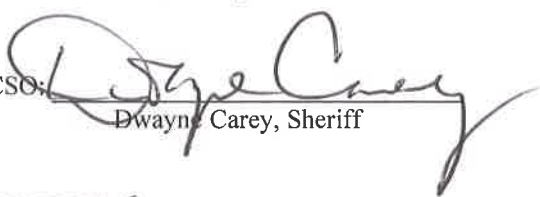
BOONE COUNTY, MISSOURI

By:  _____

Kip Kendrick, Presiding Commissioner

Dated: 6/15/2023

ATTEST:  _____
Brianna L. Lennon, County Clerk

APPROVED - BCSO:  _____
Dwayne Carey, Sheriff

APPROVED AS TO FORM:  _____
Dykhuse, Boone County Counselor

ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES:

 _____
County Auditor

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE


ASSUMPTION OF RISKS: I acknowledge that participation in the __K-9 Maintenance Training__ [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

 5/15/23

Printed Name of Participant

Shania Fox

K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 15th day of June, 2023, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and Sedalia Police Department, Missouri (Agency):

WHEREAS, BCSO can provide K-9 maintenance training through its certified K-9 training staff; and

WHEREAS, Agency desires to send its K-9 and handler through the BCSO's K-9 maintenance training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. MAINTENANCE TRAINING. BCSO agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSO's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSO's program.

2. EMPLOYED STATUS OF K-9 HANDLER. Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

3. CONTRACT PRICE AND PAYMENT. Agency shall pay County a total sum of Two Thousand Dollars (\$2,000.00) for the training contemplated herein, calculated at a rate of \$100/session. Agency shall pay one-half, or \$1,000.00, upon execution of this contract and the remaining one-half, or \$1,000.00, after ten (10) sessions have been completed.

4. TERM AND TERMINATION. The term of this Agreement shall begin immediately upon execution of the same for a period of one-year, and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$100.00 per session.

5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

6. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

7. ENTIRE AGREEMENT. The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

1. **8. AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED,

AGENCY: _____

By: [Signature]

Printed Name: Andrew Danson

Dated: 05-11-23

ATTEST: _____

BOONE COUNTY, MISSOURI

By: [Signature]

Kip Kendrick, Presiding Commissioner

Dated: 6.15.2023

ATTEST: [Signature]
Brianna L. Lennon, County Clerk

APPROVED - BCSO [Signature]
Dwayne Carey, Sheriff

APPROVED AS TO FORM: [Signature]
Dykhouse, Boone County Counselor

ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES:
[Signature]
Kyle Rieman by J
County Auditor

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the __K-9 Maintenance Training__ [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

 5/17/23

Printed Name of Participant

John Hammond

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

June Session of the April Adjourned

Term. 20

In the County Commission of said county, on the 15th day of June 20 23

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 Consultant Agreement between Boone County and Ryan Irish.

The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 15th day of June 2023.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 15th day of June, 2023 by and between **Boone County, Missouri**, a first-class county and political subdivision of the state of Missouri, by and through its County Commission, ("County") and **Ryan Irish**, (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be effective beginning May 23, 2023 and run through December 31, 2023, unless extended by mutual agreement.

2. **Services** – Consultant will provide consulting services to County as mutually agreed upon with respect to the operation of the County's IT systems.

3. **Compensation** – In consideration for the Consultant's provision of services under this agreement County agrees to compensate the Consultant for services rendered at the hourly rate of \$100.00 per hour.

4. **Not-To-Exceed Amount** – County's obligations under this contract for all fee payments to Consultant shall not exceed Ten Thousand Dollars (\$10,000.00) without prior, written approval of County.

5. **Invoices & Payment** – Invoices shall be sent to Julia Lutz, Deputy Director Boone County IT, who shall review, approve, and route invoices for further processing. Payments shall be made within thirty (30) days of receipt of invoice by County. Invoices shall be submitted periodically as mutually agreed upon by County and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided.

6. **IT Access** – In order to facilitate Consultant in providing services under this Agreement, Boone County IT will provide Consultant's access to county network services through the duration of this Agreement.

7. **Service Level Agreement** –

- a. The preferred initial contact method is email. I would like some details in the email to describe the issue, and what troubleshooting steps have been taken. If the question is more of a generic "how to", please just describe what you are needing to do or have done.
- b. Response time should be the same business day, next business day at the latest.
- c. In the case of an emergency, I will not always be able to immediately respond and could be several hours before I can respond.
- d. For any project-based work, we both would agree to a scope of work (SOW) that would include what work needs to be done, steps to complete the project and a not to exceed number or hours needed.
- e. All initial service requests will need to come from someone in IT management.


8. **Termination** – Either party may terminate this agreement at any time upon thirty (30) days' notice to the other party.

9. **Certification of Lawful Presence / Work Authorization** – Consultant shall complete and return the Work Authorization Certification attached hereto as required by Missouri law.

10. **Status of Consultant** – The parties agree that Consultant is an independent contractor and not an employee of Boone County. Consultant will return a completed W-9 with their signature to this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.


CONSULTANT:



Ryan Irish

Dated: 5-22-2023

BOONE COUNTY, MISSOURI

By: 

Kip Kendrick, Presiding Commissioner

ATTEST:



Brianna L. Lennon, County Clerk

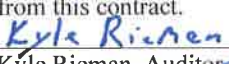
APPROVED AS TO FORM:



CJ Dykhouse, County Counselor

Auditor Certification:

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

 5/25/23

Kyle Rieman, Auditor Date
1172-71100

CERTIFICATION OF INDIVIDUAL CONTRACTOR

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- X 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
3. I have provided a completed application for a birth certificate pending in the State of . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.



Ryan Irish

5-22-2023
Date

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

5/25/23
EFFECTIVE DATE

23-40
FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1170	10100	GF IT Administration	Salaries & Wages	10,000	
1172	71100	GF IT Hardware & Software	Outsourced Services		10,000
				10,000	10,000

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

Revise budget to transfer funds from 1170 to 1172 to cover expenses related to outsourcing services.
Cover class 7

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

Julia Lutz
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

[Signature]
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

agenda

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

251-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 23

In the County Commission of said county, on the 6th day of June 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the Budget Revision for Department 1172 to transfer funds to cover outsourcing services.

Done this 6th day of June 2023.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick

Presiding Commissioner

Justin Aldred
Justin Aldred

District I Commissioner

Janet M. Thompson
Janet M. Thompson

District II Commissioner

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 17th day of June, 2023 by and between Boone County, Missouri, a first-class county and political subdivision of the state of Missouri, by and through its County Commission, ("County") and **Ryan Irish**, (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be effective beginning May 23, 2023 and run through December 31, 2023, unless extended by mutual agreement.
2. **Services** – Consultant will provide consulting services to County as mutually agreed upon with respect to the operation of the County's IT systems.
3. **Compensation** – In consideration for the Consultant's provision of services under this agreement County agrees to compensate the Consultant for services rendered at the hourly rate of \$100.00 per hour.
4. **Not-To-Exceed Amount** – County's obligations under this contract for all fee payments to Consultant shall not exceed Ten Thousand Dollars (\$10,000.00) without prior, written approval of County.
5. **Invoices & Payment** – Invoices shall be sent to Julia Lutz, Deputy Director Boone County IT, who shall review, approve, and route invoices for further processing. Payments shall be made within thirty (30) days of receipt of invoice by County. Invoices shall be submitted periodically as mutually agreed upon by County and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided.
6. **IT Access** – In order to facilitate Consultant in providing services under this Agreement, Boone County IT will provide Consultant's access to county network services through the duration of this Agreement.
7. **Service Level Agreement** –
 - a. The preferred initial contact method is email. I would like some details in the email to describe the issue, and what troubleshooting steps have been taken. If the question is more of a generic "how to", please just describe what you are needing to do or have done.
 - b. Response time should be the same business day, next business day at the latest.
 - c. In the case of an emergency, I will not always be able to immediately respond and could be several hours before I can respond.
 - d. For any project-based work, we both would agree to a scope of work (SOW) that would include what work needs to be done, steps to complete the project and a not to exceed number or hours needed.
 - e. All initial service requests will need to come from someone in IT management.

CERTIFICATION OF INDIVIDUAL CONTRACTOR

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Ryan Irish
Ryan Irish

5-22-2023
Date

Year	<u>2023</u>	Original Appropriation	<u>413,120.00</u>
Dept	<u>1170 GE IT ADMINISTRATION</u>	Revisions	<u> </u>
Acct	<u>10100 SALARIES & WAGES</u>	Original + Revisions	<u>413,120.00</u>
Fund	<u>100 GENERAL FUND</u>	Expenditures	<u>138,107.40</u>
		Encumbrances	<u> </u>
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>138,107.40</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>275,012.60</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>264,764.60</u>

Expenditures by Period

January	<u>14,074.40</u>	July	<u> </u>
February	<u>28,148.80</u>	August	<u> </u>
March	<u>67,013.60</u>	September	<u> </u>
April	<u>18,680.00</u>	October	<u> </u>
May	<u>10,190.60</u>	November	<u> </u>
June	<u> </u>	December	<u> </u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

To: County Clerk's Office

Comm Order #

281-2023

Please return purchase req with back-up to Auditor's Office.

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

Please return P.O. copies to Victoria - IT

05/30/23

RQST DATE

10704

VNDR #

Irish, Ryan

VENDOR NAME

<\$12,000

BID #

Ship to Dept #: 1170

Bill to Dept #: 1170

Dept	Account	Item Description	Qty	Unit Price	Amount
1172	71100	Outsourced Service - Ryan Irish Consultation	1	\$10,000.00	\$10,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
		Budget Revision Completed			\$0.00
		Pending Commission Approval			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				GRAND TOTAL:	<u>10,000.00</u>

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

Julia Dantz
Approving Official

Victoria Walter
Prepared By


Auditor Approval