## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 13

**County of Boone** 

In the County Commission of said county, on the

31st

October day of

20

13

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 Computer Programmer/Analyst Agreement and takes note of the Budget Revision for the Election Services Fund as reflected in the attached Budget Revision dated 10/31/2013.

Done this 31st day of October, 2013.

ATTEST:

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

## COMPUTER PROGRAMMER/ANALYST AGREEMENT

	This Agreement, made and entered into this 23 <sup>rd</sup> day of 00000000000000000000000000000000000
1	
2	2013, by and between Wendy S. Noren, Boone County Clerk, hereinafter called the
3	"Clerk" and Boone County, Missouri, by and through the Boone County Commission,
4	hereinafter called the "County";
5	
6	WHEREAS, the parties hereto believe it to be mutually advantageous for the County to
7	provide computer technology and support for the Clerk to perform the legally required
8	duties of the office; and
9	
10	WHEREAS, Clerk has personally created several electronic programs and systems to
11	enhance the services the Clerk's office provides to Boone County voters; and
12	
13	WHEREAS, Clerk and County are desirous of transferring knowledge on the
14	programming and maintenance of these various systems so that they can be continued
15	with active support from the County's IT Department; and
16	
17	WHEREAS, the parties agree the Clerk requires additional computer programming and
18	analysis support to accomplish the requirements of the office; and
19	
20	WHEREAS, the County intends to create a new position for an additional computer
21	programmer/analyst to aid in fulfilling the needed programming and analysis
22	requirements of the Clerk's office; and
23	
24	WHEREAS, the funding for the new position will be from the Clerk's Election Services
25	Fund (Fund #230) through the end of FY2013, and thereafter through the General Fund;
26	and
27	

28	WHEREAS, the Clerk's existing position #698 will be eliminated no later than
29	November 15, 2014, and
30	
31	NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is
32	hereby agreed by and between the parties hereto as follows:
33	
34	I
35	The County, by and through the Department of Information Technology, hereinafter
36	called IT Department or IT Director, agrees to provide adequate equipment, furnishings,
37	working space, telephone, technical training, supplies, and ongoing support for a
38	computer programmer/analyst.
39	II
40	The Clerk agrees to pay the salary from Clerk's Election Services Fund (Fund #230) for
41	the duration of FY2013, and thereafter County agrees to pay the salary from county
42	general revenue and provide all the benefits of county employment for a computer
43	programmer/analyst and further agrees the salary to be paid will be determined by the
44	County.
45	III
46	The County agrees to set the salary of the computer programmer/analyst in conjunction
47	with the director of Information Technology and within the salary scale of the County for
48	the appropriate classification.
49	IV
50	The County agrees to follow as much as practical the normal county processes and
51	procedures regarding the selection and hiring of the computer programmer/analyst
52	including job posting. The County further agrees to involve the Clerk in the interviewing
53	and selection process.
54	VI
55	All parties agree the Clerk will identify and prioritize programming and analysis tasks
56	and projects to be completed by the computer programmer/analyst, with the first project
57	being the "Mobile ePollbook Project". Clerk agrees to provide guidance and feedback

58	necessary to facilitate the transfer of knowledge of Clerk's computer systems to
59	effectuate the intent of this Agreement.
60	VII
61	The Clerk agrees to communicate tasks, projects, and changes to priorities assigned or
62	redirected to the programmer/analyst to the IT Director in a mutually-agreeable, efficient
63	manner that facilitates documentation of pending and completed work.
64	VIII
65	The Clerk agrees that the computer programmer/analyst will use reporting procedures
66	according to the IT Department's policies for tracking the status and time worked on
67	assigned tasks and projects.
68	IX
69	All parties agree the computer programmer/analyst will attend the IT Department's
70	programming staff meetings and technical training when required to learn new
71	programming procedures, techniques, and/or tools that are adopted as standard for the
72	county. Furthermore, all parties agree the computer programmer/analyst may train other
73	programming staff so that ample programming knowledge and backup is provided for the
74	Clerk's computer applications and that such training will be scheduled jointly by the
75	Clerk and the IT Director.
76	X
77	The Clerk agrees that the computer programmer/analyst will use only programming
78	languages, coding techniques, software tools, and hardware platforms that are standard
79	and approved for use by the county IT Director and which meet the design needs of the
80	Clerk. The computer programmer/analyst shall make themselves aware of the underlying
81	business processes implicated by any programming assignment.
82	XI
83	The Clerk agrees that any programming projects or tasks assigned by the Clerk resulting
84	in the need for additional programming and analysis in other county applications which
85	may interface with the Clerk's systems, may need to be handled by the computer
86	programmer/analyst.
87	XII

88	The Clerk agrees that the day-to-day supervision of the computer programmer/analyst
89	will be handled by the IT Department. The IT Director, on behalf of the county, agrees to
90	make a good faith effort to concur with the Clerk on performance evaluations and pay
91	increases for the computer programmer/analyst, except that all parties agree the IT
92	Director will make the final decisions.
93	XIII
94	All parties agree that the IT Department will use reporting procedures in use for the entire
95	programming/analysis staff to report the progress and status of projects being worked on
96	by the computer programmer/analyst.
97	XIV
98	The Clerk agrees that the computer programmer/analyst may perform
99	programming/analysis requirements for other applications used by the County subject to
100	the approval of the Clerk except in an emergency situation at which time the IT Director,
101	on behalf of the County, will advise the Clerk as soon as possible.
102	XV
103	Clerk agrees that current Voting Systems Manager Position #698 will no longer be
104	funded from general revenue after November 30, 2014.
105	XVI
106	This Agreement will expire on December 31, 2014.
107	
108	IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed
109	and executed by their duly authorized officers as of the day and year first above written

[Signatures follow on next page.]

Boone County Commission

Daniel K. Atwill

**Presiding Commissioner** 

Boone County Clerk

Wendy S. Noren Boone County Clerk

Karen M. Miller

District I Commissioner

Janet M. Thompson

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

[0/3///3 EFFECTIVE DATE

#### FOR AUDITORS USE

(Use whole \$ amounts)

Dept_	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase			
2300	23850	ELECTION SERVICES	MINOR TOOL/EQUIP	31,000				
2300_	10100	ELECTION SERVICES	SALARIES		13,195			
2300	10200	ELECTION SERVICES	FICA		1,009			
2300	10300	ELECTION SERVICES	HEALTH		1,188			
2300	10325	ELECTION SERVICES	DISABILITY INSURANCE		38			
2300	10350	ELECTION SERVICES	LIFE INSURANCE		12			
2300	10375	ELECTION SERVICES	DENTAL INSURANCE		119			
2300	1 <u>0</u> 400	ELECTION SERVICES	WORKERS COMPENSATION		30			
2300	10500	ELECTION SERVICES	401 A MATCH		90			
2300	71101	ELECTION SERVICES	PROFESSIONAL SERVICES		_15,319			
2300	86850	ELECTION SERVICES	CONTINGENCY	40,000	_			
2300	71101	ELECTION SERVICES	PROFESSIONAL SERVICES		40,000			
	<del></del>			71,000	71,000			
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):  TO PAY SENIOR PROGRAMMER ANALYST OCT 1 - DEC 31 and professional service contract. Senior Programmer in GR 2014 and future. Professional services to IBM business partner for development of tablet								
version of epollbook. Additional BR on another form (ran our of room)								

TO PAY SENIOR PROGRAMMER ANALYST OCT 1 - DEC 31 and professional service contract. Senior Programmer in GR 2014 and future. Professional services to IBM business partner for development of tablet version of epollbook. Additional BR on another form (ran our of room)

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

TO BE COMPLETED BY AUDITOR'S OFFICE

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

Comments:

Auditor's Office

DISTRICT II COMMISSIONER

DISTRICT II COMMISSIONER

Note: County Clerk is the Sole appropriating authority for the Election Services Fund. This budget revision dues not require Commission approval and is being read into the record in Conjuntion with the associated & Agreenest between the Clerk and Commission. P 10/28/2013

C:(Copy of Budget Revision Form

Cost of:

**Senior Programmer Analyst** 

Range:

47

Prepared by: C. Ginter, Auditor's Office

Account #	Account Name	Hours Budgeted	Hourly Rate @ Mid-point	Budget Amount	A	Budget Imount Ounded
10100	Salaries & Wages	528	24.99	13,194.72	\$	13,195
10200	FICA			1,009.40	\$	1,009
10300	Health Insurance			1187.5	\$	1,188
10325	Disability Insurance			38.26	\$	38
10350	Life Insurance			11.75	\$	12
10375	Dental Insurance			118.5	\$	119
10400	Workers' Comp Insurance			30.35	\$	30
10500	401(A) Match			90	\$	90
				15,680.48	\$	15,681

\* Numbers prepared assuming October 1st start date.





### IBM SW PRODUCT

Quote Date: 6/5/2013
Sales Contact: Eric Victor
Email Address: ewvictor@us.ibm.com
Phone: 913.907.9755

Customer Information:	
Customer Name: Boone County Missouri	Contact Name: Wendy Noren
Street Address: 801 East Walnut Street	Title: County Clerk
	Country: USA
City, State, Zip: Columbia, MO 65202	Telephone Number: 573-886-4296
Country USA	Email Address: wsnoren@gmail.com

Product Code	Product Description	Quantity	List price	Discounted Price
DOPMQLL	IBM Worklight Enterprise Edition Client Device License + SW Subscription & Support 12 Months	300	\$48,900	\$19,560
DOPMTLL	IBM Worklight Enterprise Edition Install License + SW Subscription & Support 12 Months	2	\$76,800	\$30,720
DOUXKLL	IBM Worklight Enterprise Edition for Non-Production Environment per Install License + SW Subscription & Support 12	1	\$19,200	\$7,680

Total \$57,960.00

Quote represented in US currency

### Ship to Address

Customer Name: Boone County Missouri

Street Address: 801 East Walnut Street

te, Zip/Postal Code: Columbia, MO 65202

Country USA

Notes:

Pricing good until June 30th, 2013

Per Aron bish -Pricing no longer ( apparanteel. 10/24/2013

Acct 1000 CASH & 1 Account Type A A	SERVICES FUND NVEST IN TREASURY SSET	INQUIRY MAIN SCREEN Opening Balance Actual YTD Cree Actual YTD Deb	tedits 190,432.92 4,591.21 76,187.59
Normal Balance <b>D</b>	EBIT	Current Balanc	<b>262,029.30</b>
Period January February	Debits 55.68 125.34	Credits 4,207.65	Current Balance 186,280.95 186,406.29
March April	1,846.12 25,463.34	79.63	188,172.78 213,545.85
May June	33.25 46,582.15	43.25	213,535.85 260,091.75
July August September	63.73 143.81 1,250.00	36.25 41.89 28.00	260,119.23 260,221.15 261,443.15
October November December	624.17	38.02	262,029.30
Post Closing			

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

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 13

**County of Boone** 

In the County Commission of said county, on the

31st

day of October

**20** 13

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for two (2) PC/Monitors, PC Software Licenses, Office/Cell Phones and Furniture for the Computer Programmer/Analyst per agreement with the County Clerk.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency	Emergency	6,820	
1170	91301	IT	Computer Hardware		1,000
1170	91302	IT	Computer Software		2,405
1170	23850	IT	Minor Equipment/Tools		255
1170	48000	IT	Telephones		50
1170	48050	IT	Cellular Telephones		70
1170	23855	IT	Furniture/Fixture		3,040

Done this 31st day of October, 2013.

ATTEST:

Wendy S. Nore

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

## **REQUEST FOR BUDGET REVISI**

## BOOKE COUNTY, MISSOURI

Comm Order # <u>492-2613</u>

Return to Auditor's Office
Please do not remove staple.

10-28-13 EFFECTIVE DATE

OCT 3 0 2013

FOR AUDITORS USE

									BOONE COUNTY AUDITOR		(Use whole \$ amounts)		
!												Transfer From	Transfer To
Department		Department Account				Department Name	Account Name	Decreas <u>e</u>	Increase				
1	1	2	3		8	6	8	0	0	Emergency	Emergency	\$6,820.00	
1	1_	7	0		9	1	3	0	1	IT	Computer Hardware		\$1,000.00
1	1	7	0		9	1	3	0	2	IT	Computer Software		\$2405.00
1	1	7	0		2	3	8	5	0	IT	Minor Equip/Tools		\$255.00
1	1	7	0		4	8	0	0	0	IT	Telephones		\$50.00
1	1	7	0		4	8	0	5	0	ІТ	Cellular Telephones		\$70.00
1	1	7	0		2	3	8	5	5	IT	Furniture/Fixture		\$3,040.00
										<u> </u>			
	7												

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): PC/Monitors(2), PC Software Licenses, Office/Cell Phones & Service and Office Desk and Chair for Computer Programmer/Analyst - Agreement With County Clerk. Computer Hardware, Software, Phones and Service amounts are what is used for new positions in the county. Attached is Inside The Lines quote for Furniture.

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

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

A schedule of previously processed Budget Revisions/Amendments is attached.

☐ Unencumbered funds are available for this budget revision.

□ Comments:

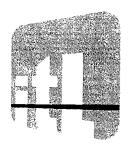
Auditor's Office

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

Revised 04/02



DATE 10/28/13 PROJECT#: 107-4

PROPOSE TO:

Boone County IT Dept Attn: Aron Gish 801 East Walnut - RM 220 Columbia, MO 65201 **INSTALLATION ADDRESS:** 

Boone County IT Dept Attn: Aron Gish 801 East Walnut -RM 220 Columbia, MO 65201

CONTACT

REPRESENTATIVE

**DESIGNER** 

**TERMS** 

Lynn Carrington

**NET 15** 

#	QTY	MODEL	DESCRIPTION	SELL	EXTENDED
1	1	WBW2448- BN	WorkZone Basic Worksurface,Lam Top,T-Edge,24x48"W 29" High No horizontal wireway w/ Modesty panel Transition leg (right) Yes worksurface grommet Warm Grey grommet Warm Grey With glides (standard) Optional Laminates NEVAMAR - 2 week additional lead time STORM GRAY MATRIX - TEXTURED Warm Grey edge Warm Grey insert List Price: 652.00 Discount Off List: 42.00 %	378.16	378.16
2	1	WBW2436- BN	WorkZone Basic Worksurface,Lam Top,T-Edge,24x36"W 29" High No horizontal wireway w/ Modesty panel Transition leg (left) No worksurface grommet Warm Grey With glides	352.06	352.06

TEXTURED Warm Grey edge Warm Grey insert List Price: 607.00 Discount Off List: 42.00 %

(standard) Optional Laminates NEVAMAR - 2 week additional lead time STORM GRAY MATRIX -



DATE 10/28/13 PROJECT#: 107-4

#### PROPOSE TO:

Boone County IT Dept Attn: Aron Gish 801 East Walnut - RM 220 Columbia, MO 65201

#### **INSTALLATION ADDRESS:**

Boone County IT Dept Attn: Aron Gish 801 East Walnut -RM 220 Columbia, MO 65201

COV	ITACT		REPRESENTATIV	E DESIGNE	ER .	TERMS
			Lynn Carrington			NET 15
# 3	QTY 1	MODEL WZUL48	Cabinet Fully as standare Laminat addition GRAY N standare List Price	IPTION ne Universal Overhead w/Laminate Door,48"W sembled Overhead d Warm Grey Optional es NEVAMAR - 2 week al lead time STORM IATRIX - TEXTURED Key I Warm Grey insert e: 1,035.00 t Off List: 42.00 %	SELL 600.30	EXTENDED 600.30
4	1	KI62/JR3 9	Base,T- No merr (standar and Fab P1 SWII casters 3 3/4-22 1 List Price	Task,Pedestal Arms,Upholstered ory foam Poly back d) (STD) CA 117 Foam ric Pallas Fabric Group NG OCEAN BREEZE Car Standard height (17 '4") Sliding seat e: 843.00 Off List: 42.00 %	488.94 pet	488.94
5	1	S7P/1520 WBBF	Ped-Box Depth Classic ( Key stan List Price		374.10	374.10



DATE 10/28/13 PROJECT#: 107-4

PROPOSE TO:

Boone County IT Dept Attn: Aron Gish 801 East Walnut - RM 220 Columbia, MO 65201

#### INSTALLATION ADDRESS:

Boone County IT Dept Attn: Aron Gish 801 East Walnut -RM 220 Columbia, MO 65201

CON	ITACT		REPRESE	ENTATIVE	DESIGNER		TERMS	
			Lynn Carri	ngton			NET 15	
# 6	QTY 1	MODEL WZAP48		DESCRIPTION WorkZone Basic Privac w/Alum Brackets,48x19 Warm Grey Fabric Grac SENSA EBONY HUE List Price: 484.00 Discount Off List: 42.00	9 <sup>°</sup> H de 1 1	SELL 280.72	E	EXTENDED 280.72
7	1	WCT2436- BN-X		WorkZone Crnr Trans Worksurface,T-Edge,Di x36"W 29" to 29" high w/ Mode panel Yes worksurface Warm Grey grommet W Optional Laminates NE' week additional lead tim STORM GRAY MATRIX Warm Grey edge No ho wireway List Price: 697.00 Discount Off List: 42.00	esty grommet /arm Grey VAMAR - 2 ne K - TEXTURED orizontal	404.26		404.26
8	1			Install & Delivery 2 men \$40 at 2 hours each for total of 4 hours contract 64-04OCT05	а	160.00		160.00
				Items ordered off of NJF Contract #101012KII	PA .			



DATE 10/28/13 PROJECT#: 107-4

PROPOSE TO:

Boone County IT Dept Attn: Aron Gish 801 East Walnut - RM 220 Columbia, MO 65201

#### INSTALLATION ADDRESS:

Boone County IT Dept Attn: Aron Gish 801 East Walnut -RM 220 Columbia, MO 65201

CONTACT	REPRESENTATIVE	DESIGNER	TERMS
	Lynn Carrington		NET 15

# QTY MODEL DESCRIPTION SELL EXTENDED

A 50% deposit is due upon order approval.

The remaining balance will be due 15 (fifteen) days after scheduled install date.

Installation Charges are due upon completion of punch list.

All Credit Card purchases will have a 3% fee added.

Pricing quoted does not include storage beyond scheduled install date, storage fees may apply.

Lead times are approximate and refer to shipping dates.

inside the LINES is not liable for any delays during shipping.

DEPOSIT REQUIRED	1,519.00	SUBTOTAL	2,878.54
Approval Date:		DELIVERY	160.00
Install Date:		TOTAL	3,038.54

#### 2013 Emergency Fund 1123-86800

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	ORIGINAL BUDGET	AMOUNT USED	REMAINING BUDGET	DESCRIPTION
DATE  1/1/2013 5/23/2013 6/13/2013 6/17/2013 7/18/2013 7/18/2013 9/16/2013 9/16/2013 9/26/2013 10/30/2013	DEPARTMENT  Original budget Sheriff/Corr Bldg HK/Ma Treasurer Public Administrator Auditor Information Tech  Election Activities Non-Departmental Insurance Claim Activity Human Resources Non-Departmental Information Tech	1256 1140 1200 1110 1170 1133 1190	92300 Replacement Mach. & Equil 84300 Advertising 92100 Replacement Furniture & Fi 1XXXX, 23000, 23850, 23855,4800 91301, 91302 23005, 85900 86883- Uncollectible Account Experiment Programme Auto/Trucks 91100 - Furniture and Fixtures 91100 - Furniture and Fixtures 23850, 23855, 48000, 48050, 9130	750,000 p. dx 0	(32,800) (484) (975) (19,968) (2,615) (27,971) (35,215) (26,457) (7,000) (19,700) (6,820)	750,000 717,200 716,716 715,741 695,773 693,158 665,187 629,972 603,515 596,515 576,815 569,995	Original budget Wiring for Sheriff Department Advertising for Bond RFP Reconfigure new rotary files Additional Accountant position Computer hardware & equipment for additional accountant position in Auditor's ofc Increase County election Costs as Columbia Public Schools did not par Write off accounts receivable deemed uncollectible. Replace vehicle totaled in accident Installation of modular walls and office furniture for HR area. Installation of modular walls and office furniture for HR area. Costs associated with new senior programmer analyst
10/30/2013	mormation recti	1170	Total	750,000	(180,005)	569,995 569,995 569,995 569,995	Costs associated with new senior programmer analyst

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 13

**County of Boone** 

In the County Commission of said county, on the

31st

October day of

13

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

Now on this day the County Commission of the County of Boone does hereby approve an Agreement between Boone County and the Boone County Regional Sewer District for a Right of Way as described in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 31st day of October, 2013.

ATTEST:

Wendy S. Moren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

District I Commissioner

Janet M. Thompson

#### AGREEMENT TO PERMIT BOONE COUNTY REGIONAL SEWER DISTRICT TO INSTALL, OPERATE AND MAINTAIN A DRIVEWAY AND SANITARY SEWER AND APPURTENANCES ON BOONE COUNTY, STATE OF MISSOURI, RIGHT OF WAY

THIS AGREEMENT, made this 315T day of Cobe , 2013, by and between the County of Boone, a political subdivision of the State of Missouri, (hereinafter referred to as "County"), and the Boone County Regional Sewer District, a political subdivision of the State of Missouri, (hereinafter referred to as "District").

#### WITNESSETH:

WHEREAS, the District is engaged in the provision of wastewater collection and treatment services in the unincorporated areas of Boone County, Missouri, and,

WHEREAS, the District is desirous of expediently and economically acquiring the necessary permission to operate and maintain a driveway located within the County's Right of Way;

WHEREAS, the parties recognize the public interest will be served by availability of a driveway to the Clearview water reclamation facility on the surface of the property described in "Exhibit A:"

WHEREAS, the District is desirous of expediently and economically acquiring the necessary permission to access a Boone Electric Cooperative electric easement through the use of a County Right of Way between Lots 39 and 40 of Clearview Plat No.7 as shown on the plat of Clearview Subdivision, Plat No. 7, recorded in Plat Book 12, Page 29, Records of Boone County, Missouri and further described in Exhibit A; and

WHEREAS, the parties recognize the public interest will be served by accessing said electric easement using the County Right of Way between said Lots 39 and 40; and

WHEREAS, the District is desirous of expediently and economically acquiring the necessary permission to construct a sanitary sewer in the East Cedar Court Right of Way adjoining Lot 38 of said Clearview Plat 7; and

WHEREAS, the parties recognize the public interest will be served by constructing a sanitary sewer in the Right of Way adjoining Lot 38 of said Clearview Plat 7.

NOW, THEREFORE, the parties agree as follows:

#### 1. Permitted Activities on Land.

For and in consideration of Five Dollars (\$5.00) and the promises hereafter made by District, County hereby permits District to use the land described in "Exhibit A" for the assembling, construction, owning, operating, inspecting, maintaining, replacing, removing and reconstruction of a driveway and sanitary sewer and any facilities necessary for the existence of such driveway and sanitary sewer and further permits District to assemble, construct, own,

Page 1 - Right of Use Permit

operate, inspect, maintain, repair, replace, remove and reconstruct all or any of these facilities. Specifically, County hereby permits District to:

- A. Park or otherwise leave idle, machinery on the surface of the land described in "Exhibit A" which machinery will be removed from the land upon completion of the project;
- B. Disturb, dig, cut, excavate, blade, shovel and entrench the surface of the earth beneath the property described in "Exhibit A" to the depth required for the installation, construction and erection of District's driveway and sanitary sewer; however, District covenants and agrees that at the conclusion of the installation, and construction of said driveway and sanitary sewer, the surface of the land will be restored to condition reasonably comparable to its condition at the time the installation and construction of said driveway and sanitary sewer commenced. Furthermore, District covenants and agrees that the ground left bare by the installation activities will be prepared for re-seeding and re-seeded with such grasses and/or foliage as the County deems advisable. The District will be, and accepts, responsibility to ensure adequate seeding for a period of one year from the date of acceptance of the initial seeding by the County.
- C. Install, construct, operate and maintain any facilities necessary to the maintenance of the driveway and sanitary sewer.
- D. Demolish, destroy, cut or open fences, if any, on or along the land described in "Exhibit A"; however, District shall replace or repair such fences and any others it may cut, open or demolish on or along the land described in "Exhibit A," in as good or better condition as before said cutting or opening, and District agrees to keep the same closed during its entry upon the land described in "Exhibit A" except at such time as it is necessary that they be open for the purposes hereof;
- E. Install, maintain and use gates in all fences within the land described in "Exhibit A" which cross or hereafter might cross the route of the driveway and sanitary sewer;
- F. Inspect and maintain the driveway and sanitary sewer;

#### 2. Damages.

Any and all damages to real or personal property owned or lawfully possessed by the County which arise out of and are directly and proximately caused by District entry upon the land described in "Exhibit A" during or subsequent to the assembling, construction and erecting of its driveway and sanitary sewer and facilities or District operating, inspecting, repairing, replacing, removing and reconstructing of the driveway and sanitary sewer and facilities shall be paid by the District as such damages accrue and become ascertainable.

#### 3. Future Cooperation Required.

District agrees that it will enter upon the land described in "Exhibit A" for the purposes permitted in Paragraph 1 hereof and no other purpose, and shall not interfere with the activities conducted on said land except to the extent required for the assembling, construction, owning, operating, inspecting, maintaining, repairing, replacing, removing, and reconstructing of

District's driveway and sanitary sewer. County shall continue to use and enjoy the surface of the land described in "Exhibit A" as it did prior to the execution of this Agreement.

#### 4. Duration of Covenants.

The premises and covenants made herein are intended by the parties to endure for as long as County controls, owns or supervises the land described in "Exhibit A" and also for so long as District operates and maintains this driveway and sanitary sewer. Therefore, in the event the land described in "Exhibit A" is sold, conveyed or bargained away, a condition subsequent of such sale shall be that the buyer/grantee of such property shall grant an easement to District which conveys rights and privileges identical to the permitted acts set forth in paragraph 1 of this Agreement, and any other rights necessary and proper to the continued operation and maintenance of District's driveway and sanitary sewer located in the property described in "Exhibit A."

#### 5. No Representations by County.

Notwithstanding any other provision of this agreement, the County expressly makes no representations regarding the status of title to the portion of the right-of-way that is the subject of this agreement.

#### 6. Covenant Running with the Land.

This Agreement shall constitute a covenant running with the land for the benefit of the District.

To acknowledge the solemnity of our covenants and agreements, and in witness of this agreement, we the undersigned officials, being fully authorized and empowered by our governing bodies, having set our hands as indicated below:

Executed by Boone County on the 31 = day of 0 day of 0 = day of 0 =

**BOONE COUNTY, MISSOURI** 

BOONE COUNTY REGIONAL SEWER DISTRICT

By: [homas]

Thomas T. Ratermann General Manager

**Presiding Commissioner** 

ATTEST:

Wendy S. Nore

Lesley Oswald

(Assistant) Secretary

Clerk of the County Commission

APPROVED AS TO FORM:	APPROVED AS TO FORM:
Charles J. Dykhouse County Counselor	John L. Whiteside General Counsel
to be the person who executed t	2013, before me personally g Commissioner, County of Boone, Missouri, known to me he within agreement in behalf of said corporation and d the same for the purposes therein stated.
My commission expires: 9/9/17	MICHAEL YAGUINTO Notary Public - Notary Seal State of Missouri County of Boone My Commission Expires September 9, 2017 Commission #13524500
STATE OF MISSOURI ) ss. COUNTY OF BOONE )	
On this 23rd day of appeared Thomas T. Ratermann, to rethat he is the General Manager of the instrument was signed and sealed on	
My commission expires: 4/20/2016	ANDY LISTER  Notary Public-Notary Seal  State of Missouri, Boone County  Commission # 12518060  My Commission Expires Apr 20, 2016

 $\label{lem:page 4-Right of Use Permit} Page 4-Right of Use Permit \\ \text{C:\Documents and Settings\Ratermann\Local Settings\Temporary Internet Files\Content.Outlook\D30KFFED\BCRSD -- Right of use (10-page 4-Right of Use Permit Page 4-Righ$ 23-2013 cj edit -- clean copy).docx

#### **EXHIBIT A**

Permanent Right of Use of the following described property:

All of that part of the public right of way for East Cedar Court lying west of Autumn Drive, and adjoining Lots 38, 39 and 40, both inclusive, as shown on the plat of Clearview Subdivision, Plat No. 7, recorded in Plat Book 12, Page 29, Records of Boone County, Missouri; AND

All of that part of the public right of way for an unnamed street lying north of East Cedar Court, and adjoining Lots 39 and 40, both inclusive, as shown on the plat of Clearview Subdivision, Plat No. 7, recorded in Plat Book 12, Page 29, Records of Boone County, Missouri.

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 13

**County of Boone** 

In the County Commission of said county, on the

31st

day of October

20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for Resource Management to add licenses for the AutoCad for the purpose of getting compliant.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2045	91301	PW - Design & Const.	Computer Hardware	11	
2045	91302	PW - Design & Const.	Computer Software	1,191	
2045	92300	PW - Design & Const.	Replcment Mach. & Equip	603	
2045	92301	PW - Design & Const.	Replc Computer Hdwr		2
2045	92302	PW - Design & Const.	Replc Computer Software		19,761
2045	71001	PW - Design & Const.	Auto Physical Damage	311	
2045	71002	PW - Design & Const.	Auto Liability Ins	123	
2045	71101	PW - Design & Const.	Professional Services	2,997	
2045	71501	PW - Design & Const.	Parking	1,500	
2045	22000	PW - Design & Const.	Postage	1,000	
2045	23000	PW - Design & Const.	Office Supplies	1,500	
2045	37210	PW - Design & Const.	Training/Schools	3,000	
2045	59000	PW - Design & Const.	Motor Fuel/Gasoline	5,000	
2045	71102	PW - Design & Const.	Engineering Services	2,527	

Done this 31st day of October, 2013.

ATTEST:

Wendy S. Nor

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

## BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

To: County Clerk's Office

Comm Order #494-2013

Return to Auditor's Office Please do not remove staple.

10/10/13 EFFECTIVE DATE

OCT 10 2013

FOR AUDITORS USE

Dept	Account	Fund/Dept Name	300NE COUNTY AUDITORName	(Use whole S Transfer From Decrease	amounts) Transfer To Increase
2045	91301	PW-Design & Construction	Computer Hardware	11:	
2045	91302	PW-Design & Construction	Computer Software	1,191~	
2045	92300	PW-Design & Construction	Reploment mach & Equip	603 1	
2045	92301	PW-Design & Construction	Replc Computer Hdwr		2
2045	92302	PW-Design & Construction	Replc Computer Software		19,761
2045	71001	PW-Design & Construction	Auto Physcial Damage	311′	
2045	71002	PW-Design & Construction	Auto Liability Ins	123	
2045	711 <u>01</u>	PW-Design & Construction	Professional Services	2,997	
2045	71501	PW-Design & Construction	Parking	1,500	
2045	22000	PW-Design & Construction	Postage	1,000	<u> </u>
2045	23000	PW-Design & Construction	Office Supplies	1,500 1	
2045	37210	PW-Design & Construction	Training/Schools	3,000	
				12,236_	19,763

DISTRICT I COMMISSIONER

Signatures

PRESIDING COMMISSIONER

la page 2

DISTRICT II COMMISSIONER

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

		_ 1	0/1	0/13
EFFE	CTI	VF	DA	TF

#### FOR AUDITORS USE

(Use whole \$ amounts) Transfer From Transfer To Decrease Increase Dept Account Fund/Dept Name **Account Name** 2045 59000 PW-Design & Construction Motorfuel/Gasoline 5,000 PW-Design & Construction Engineering Services 2,527 2045 71102 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): This budget revision is needed to add licenses for the AutoCad we currently use and to bring us into compliance Page 2 Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO If not, please explain (use an attachment if necessary): Requesting Official TO BE COMPLETED BY AUDITOR'S OFFICE  $\ \ \square$  A schedule of previously processed Budget Revisions/Amendments is attached Unencumbered funds are available for this budget revision. □ Comments: lgenda Auditor's Office DISTRICT I COMMISSIONER

#### Kelle Westcott - Re: Autocad Quote update

From:

Caryn Ginter

To:

Aron Gish; Stan Shawver

Date:

10/9/2013 6:27 PM

**Subject:** Re: Autocad Quote update

CC:

Jason Gibson; Kelle Westcott; Meta Kanago; Trudy Fisher

#### All -

I will be out of the office on vacation until October 16th. I've discussed this with June and we will go ahead and sign off on the PO request so the order may be placed. A budget revision will be need to completed to move funds to 2045-92302 for this purchase. It looks like there is \$1,537 budgeted in this fund that will not be spent, so the budget revision will need to be for the difference.

I have removed the amounts (except for maintenance costs) from the 2014 supplemental budget and increased current year estimates in class 9 for this purchase.

I've copied all other auditor staff members on this email so that they will be aware of the situation also.

Thanks. Caryn

>>> Stan Shawver 10/9/2013 4:54 PM >>> Aron - we will work on this. thank you for your help. stan

>>> Aron Gish 10/9/2013 4:52 PM >>> Stan,

Attached is the quote for the Autocad software. The rebate of 1k per seat would be applied for after the purchase and would be in the form of a check back to the county after we fill out the rebate form online. I have the link for this rebate. We will need to place a PO before Oct 15th to qualify for the rebate.

Trudy can do the PO once the funding is identified. This will allow for better tracking on our part. I have copied Caryn on this.

My understanding is we want to order 3 upgrades as soon as possible (\$21,297.57 see quote) and will need to budget software maintenance for these 3 Autocad seats @ \$1000 each (\$3000 for FY2014). This will reduce the budget for FY2014 to only the maintenance.

Aron



က ო Subtotal:
% Contract Fee (Minimum \$0.00):
Shipping Charges:
Grand Total: 9701-6802XW1 9701-8802ELH 9701-8802NF Part Number Gish, Aron Boone County, MO - Information Technology agish@boonecountymo.org 573-886-4319 Autodesk 1768945.1 Submitted Date: Contact: Agency/Company: Bld #: WWT Quote #; State of MO-PVC-ST -- C211034001 AUTODESK INC AUTODESK INC AUTODESK INC Phone: Fax: e-mail: Autodesk Infrastructure Design Suite Premium 2014 Upgrade from Previous Version ELD Electronic delivery: upgrade from previous verson contract -0054 Autodesk Infrastructure Design Suite Premium 2014 Subscription - 1 year Subscription for one year 3 Autodesk Infrastructure Design Suite Premium 2014 Network License Activation Fee Kyle.Mayer@wwt.com MAYER, KYLE S Mayer, Kyle S 1768945.1 1768945.1 yland Heights, MO 63043 stober 9, 2013 1:52 PM 1ge 1 of 2 em Description count Manager: ct. Mgr. Phone: ct. Mgr. e-mail: Fee Fee Rd. pared By 2

\* ATS - Available to Ship

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Please call 886-234-8898
Dotton #1 - Sales/Place Order
Dotton #2 - Order Status/Return
Dotton #3 - Hardware Maintenance Pricing

Commence of the second Necd IN beef A. Carlotte

\$0.00

\$21,297.57

\$14,193.78

Customer Unit Price \$4,731.26 \$2,547.93 \$4,555.86

\$1,518.62 \$849.31



ctober 9, 2013 1:52 PM age 2 of 2

State of MO-PVC-ST -- C211034001

Jote Number: 1768945.1

by items that have been opened prior to return could be refused by the vendor/supplier. The returned after 30 days may not be returnable due to vendor restrictions.

FY 2013 Budget Amendments/Revisions Resource Management - Design & Construction (2045)

Index #	_Date Recd_	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
1	3/4/2013	2045 2045	91301 92301	Design & Construction Design & Construction	Computer Hardware Replacement Computer Hdwr	3,700	3,700	Re-classify funds. At time of budget development it was unknown that the County already had a data collector.
2	3/19/2013	2045 2045	91302 92301	Design & Construction Design & Construction	Computer Software Replacement Computer Hdwr	409	409	Re-classify funds to purchase 27" monitor for engineer position
3	6/21/2013	2045 2045	91301 92300	Design & Construction Design & Construction	Computer Hardware Reploment Mach & Equip	675	675	Re-classify funds to purchase PC & Monitor to use with projector
4	10/10/2013	2045 2045 2045 2045 2045 2045 2045 2045	91301 91302 92300 71001 71002 71101 71501 22000 23000 37210 59000 71102 92301	Design & Construction	Computer Hardware Computer Software Replc Mach. & Equip Auto Physical Damage Auto Liability Ins Professional Services Parking Postage Office Supplies Training/Schools Motorfuel/Gasoline Engineering Services Replc Computer Hardware	2	11 1,191 603 311 123 2,997 1,500 1,500 3,000 5,000 2,527	To purchase AutoCad Licenses
		2045	92301	Design & Construction	Renic Computer Software	19 761		

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 13

**County of Boone** 

In the County Commission of said county, on the

31st

day of October

20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for Resource Management to purchase replacement monitors.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2045	92301	PW - Design & Const.	Replc Computer Hardware		794
2045	91301	PW - Design & Const.	Computer Hardware		100
2045	71100	PW - Design & Const.	Outside Services	894	_

Done this 31st day of October, 2013.

ATTEST:

Wendy S. Moren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet/M. Thompson

To: County Clerk's Office

## Comm Order # 495-2013 **BOONE COUNTY, MISSOURI** RECEIVED

Return to Auditor's Office Please do not remove staple.

10/18/13 EFFECTIVE DATE

OCT 2 1 2013

FOR AUDITORS USE

			E COUNTY AUDITOR	(Use whole S Transfer From	Transfer To
Dept /	Account	Fund/Dept Name	Account Name	Decrease	Increase
2045	92301	PW-Design & Construction	Replc Computer Hdwr		794
2045	91301	PW-Design & Construction	Computer Hardware		100
2045	71100	PW-Design & Construction	Outside Services	894	
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Prepared By:

Mayer, Kyle S

World Wide Technology

Maryland Heights, MO 63043

Phone:

Fax:

Email: P.O.C.: Kyle.Mayer@wwt.com MAYER, KYLE S

Account Manager:

Acct. Mgr. Phone: Acct. Mgr. e-mail:

Item	Description	Manufacturer	
1	HP Business LV2011 20" LED LCD Monitor - 16:9 - 5 ms - Adjustable Display Angle - 1600 x 900 - 200 Nit - 600:1 - VGA - Black - ENERGY STAR 5.0, EPEAT Silver, CECP **Promo Valid Until 10/31/2013**	HEWLETT PACKARD	
Total Price: Hardware: Maintenance: Shipping Charges:			

#### Comment:

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Please call 888-234-8898 Option #1 - Sales/Place Order Option #2 - Order Status/Return

Option #3 - Hardware Maintenance Pricing

Any items that have been opened prior to return could be refused by the vendor/supplier.

World Wide Technology tate of MO-PVC-ST -- C211034001 Quote #1808019.0

Submitted: Submitted To: Customer:

Irish, Ryan

Boone County, MO - Information Te

573-886-4445

Email:

Fax:

Phone:

rirish@boonecountymo.org HP Business LV2011 20" LED Bid Number:

Part Number	Qty	List Price	Customer Unit Price	Customer Extended Price
A3R82A8#ABA	<del>-</del>	\$124.00	\$99.16	\$99.16
				,
				\$99.16
				\$99.16
				\$0.00
				\$0.00

of in 2014 budget 3 by Saca = \$7252

92301 8×99.16= 793.28 9.1301 1 ×99.16= 99.16 9,1301

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 13

**County of Boone** 

In the County Commission of said county, on the

31st

October day of

13

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 Government Center Conference Room 301 by the Department of Mental Health Dietitians for December 5, 2013 from 9:00 a.m. to 2:00 p.m.

Done this 31st day of October, 2013.

ATTEST:

Clerk of the County Commission

Atwill

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson



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 FACILITIES

		tion hereby applies ( intralia Satellite Offi	for a use permit to use ce as follows:	e the Boone C	County Courthous	e Grounds and/or	Roger B. Wilson
Description	of Use:	Meeting of the De	ept of Mental Health I	Dietitians			
Date(s) of U	Jse:	December 5th, 20	13 ([hursday)			<del></del>	
Time of Use	:: From:	9:00 AM	A	M/PM thru _	2:00 PM		AM/PM
Facility requ		ouse Grounds=1—C a-Clinic-13	ourthouse Plaza-🖯 —(	<del>Shambers</del> □ -	<u>Rm301</u> ⊠- <del>Rm3</del>	106⊟— <del>Rm311</del> ⊟—	Run332E
The undersi	gned organizat	ion agrees to abide	by the following term	s and condition	ons in the event th	us application is ap	proved:
2. 3. 4. 5. Name of Organization	applicable last To remove a the organization repair, recaused by particular to conduct is courthouse as To indemnify damages, actisettlements of organization representative.	ws, ordinances and of litrash or other delicional use. place, or pay for the cricipants in the orgets use of courthouse and/or Boone County and hold the Courtons, causes of action account of bodily all use on the courthouse on:  Mo Depare/Title:  Ann Terr	county policies in using that may be deposed repair or replacement anizational use of coute grounds and/or rooty Government building of Boone, its office	g Courthouse ited (by particular tof damaged rethouse grounds in such a long functions area, agents and or nature incurred use of rooms with	e grounds.  cipants) on the co  property including  nds and/or carpet  manner as to not  d employees, hard  luding costs, litiga  d by anyone partic  as specified in thi	g shrubs, flowers of and furnishings in unreasonably inter- mless from any and ation expenses, atto- cipating in or atten- is application.	or other landscape in rooms. If the receive the normal is all claims, demands, orney fees, judgments, ding the
Phone Numb	oer: <u>573-592</u> -	2051		Date o	f Application:	10/28/2013	
Email Addres	ss: <u>ann.terry</u>	@dmh.mo.gov		······································			
_	of Boone here	by grants the above	GANIZATIONAL U application for permi reason by duly entered	t in accordan I order of the	ce with the terms	and conditions abo commission.	ove written. The
Wen County Clerk	oly 5	. Noven	) Neg	County	Commissioner		<u></u>
DATE:	10-31	-13					