

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned Term. 20 04

In the County Commission of said county, on the 20th day of April 20 04

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

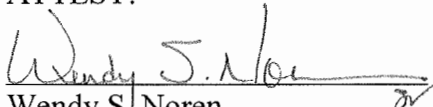
Now on this day the County Commission of the County of Boone does hereby award bid 13-23MAR04 for Concrete/Cement – Term and Supply to Central Concrete Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 20th day of April, 2004.



Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

148-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: April 9, 2004
RE: 13-23MAR04 – Concrete/Cement – Term and Supply

The Bid for the Concrete/Cement Term and Supply closed on March 30, 2004. Two bids were received. Purchasing and the Public Work's department recommend award to Central Concrete for submitting the low bid.

This Term & Supply contract will be paid out of department 2040 - PW Maintenance Operations and 2041 - PW Special Maintenance Projects – Pavement Repairs Material, account number 26000 - Road and Bridge Fund. The original budget is for \$107,500.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: David Mink, Public Works
Bid File

Bid Tabulation

13-23MAR04 - Concrete/Cement

Term and Supply

4.7. PRICING - READY MIX CONCRETE				Central Concrete		Columbia Ready Mix	
	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Unit Price	Extended Price
4.7.1.	Five (5) Bag Mix, 3500 PSI	100 cubic yards	cubic yard	\$ 61.00	\$ 6,100.00	\$ 65.75	\$ 6,575.00
4.7.2.	Six (6) Bag Mix, 4500 PSI	600 cubic yards	cubic yard	\$ 63.50	\$38,100.00	\$ 67.25	\$ 40,350.00
4.7.3.	7 ½ Bag Mix - High Early	100 cubic yards	cubic yard	\$ 67.75	\$ 6,775.00	\$ 72.25	\$ 7,225.00
4.7.4.	Maximum Delivery Time Included in Cost		hours		2 Hours	No Response	No Response
4.7.5.	Extra Charges				n/a	No Response	No Response
4.7.5.1.	Holding Charges		hour		\$ 25.00	40.00 after 1st hour	
4.7.5.2.	Stop Rate (charge to stop at other job sites to complete the delivery over _____ mile apart (Bidder must complete the mileage blank)			Miles apart 2	\$20.00/per mile	Miles apart 1	\$ 20.00
4.7.5.3.	Small Load Rate	-----	-----	-----		-----	
4.7.5.3.1.	Less than one yard			1(one) Yard Minimum		\$ 40.00	
4.7.5.3.2.	1-1/4 to 2 Yards			\$ 25.00		\$ 40.00	
4.7.5.3.3.	2-1/4 to 3 Yards			\$ 25.00		\$ 40.00	
4.7.5.4.	Winter Service (Hot Water) Add		cubic yard		\$ 3.00		\$ 2.50
4.7.5.5.	Calcium Chloride, 1% Add		cubic yard		\$ 1.25		\$ 2.00
4.7.5.6.	Calcium Chloride, 2% Add		cubic yard		\$ 2.50		\$ 3.00
4.7.5.7.	Summertime Retarder Add		cubic yard		\$ 4.00		\$ 2.50
4.7.5.8.	Indicate any additional charges not included above.			N/A		No Response	

Bid Tabulation

13-23MAR04 - Concrete/Cement

Term and Supply

4.7. PRICING - READY MIX CONCRETE				Central Concrete		Columbia Ready Mix	
4.8. PRICING - MISCELLANEOUS MATERIALS							
	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Unit Price	Extended Price
4.8.1.	Reinforcing Steel Rod. 1/2 X 20'	400	each	\$ 5.75	\$ 2,300.00	\$ 5.15	\$ 2,060.00
4.8.2.	Wire Mesh, 10 ga. 6" x 6" mesh	10	each	N/A	N/A	\$ 45.00	\$ 450.00
4.8.3.	Expansion Board, 1/2" x 4" x 5'	100	each	\$ 1.75	\$ 175.00	\$ 2.00	\$ 200.00
4.8.4.	Reinforcing Steel Rod, 5/8" x 20'	200	each	N/A	N/A	\$ 6.50	\$ 1,300.00
4.8.5.	Reinforcing Steel Rod, 3/4" x 20'	200	each	N/A	N/A	\$ 6.70	\$ 11,000.00
4.8.6.	5" Loop Ties (5,000 per Roll)	5	per roll	N/A	N/A	\$ 55.00	\$ 275.00
4.8.7.	7" Loop Ties (5,000 per Roll)	5	per roll	N/A	N/A	\$ 55.00	\$ 275.00
4.8.8.	9" Loop Ties (5,000 per Roll)	5	per roll	N/A	N/A	\$ 55.00	\$ 275.00
4.10.	Co-op			No		No	
4.11.	Delivery Days After Receipt of Order:			12-24 hr. notice		24 hours notice	
4.12.	Maximum Percentage Increase for 2nd Year			2.5%		X	2%
	Maximum Percentage Increase for 3rd Year			2.5%			3%

No Bids

Boone County Ready Mix

**PURCHASE AGREEMENT
FOR
READY MIX CONCRETE/CEMENT TERM AND SUPPLY**

THIS AGREEMENT dated the 20 day of APRIL 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Central Concrete Company**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Ready Mix Concrete/Cement Term and Supply**, County of Boone Request for Bid for Ready Mix Concrete/Cement Term and Supply, bid number **13-23MAR04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions as well as the Contractor's bid response dated March 29, 2004 and executed by Rob Wainscott on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above for a one-year period subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for one additional one-year period subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver the items as specified within 24 hours after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

CENTRAL CONCRETE COMPANY

BOONE COUNTY, MISSOURI

by *James L. Snyder*
title General Manager
address 2000 Dogwood Ln.
Columbia, Mo. 65201

by Boone County Commission
Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION
In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

no encumbrance required 4/13/04 2040 and 2041/26000 Term/Supply
Signature *byse* Date Appropriation Account

CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

County of Boone

April Session of the April Adjourned

Term. 20 04

In the County Commission of said county, on the

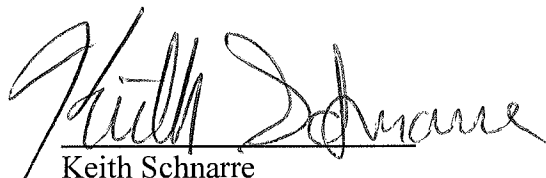
20th day of April

20 04

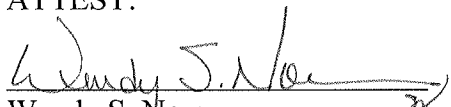
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 18-13APR:04 for a Cargo Minivan to Lou Fusz Chevrolet. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 20th day of April, 2004.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

149-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: April 14, 2004
RE: 18-13APR04 – Cargo Minivan

The Bid for the Cargo Minivan for Public Works closed on April 13, 2004. Two bids were received. Purchasing and the Public Work's department recommend award to Lou Fusz Chevrolet for submitting the low bid.

The contract for \$18,506 will be paid out of department 2045 - PW Design and Construction, account number 92400 – Replacement Auto/Trucks. The original budget is for \$25,000.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: David Mink, Public Works
Bid File

Bid Tabulation
18-13APR04 - Cargo Minivan

		Putnam Chevrolet Pontiac Co.	Lou Fusz Chevrolet
4.7.	Pricing		
4.7.1.	Cost of Vehicle per Section 2	\$17,175.00	\$17,101.00
	G80	\$280.00	\$280.00
	ZW3	No Bid	\$265.00
	ZQ2	\$475.00	\$475.00
	ZQ3	\$385.00	\$385.00
4.7.2.	Make:	Chevrolet Astro Cargo	Chevrolet
4.7.3.	Model:	CM11005	Astro
4.8.	List features & Options	Warranty is 3 years or 36,000 miles - what ever comes first	See Dealer Spec Sheet
	Delivery ARO	60-90 Days	50-80 Days Order must be placed by 4-21-04 Price only good through 4-21-04
	Addendum	No	Yes

No Bids
 Maxwell Trailers & Pickup
 Brown Cargo Van, Inc.

Opened By: Melinda Bobbitt
Recorded By: Debbie Crutchfield
Date: 4/13/04

4/13/04

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

New Vendor

Lou Fusz Chevrolet

314-565-9315

VENDOR NO.

VENDOR NAME

PHONE #

5120 N. Service Road
ADDRESS

St. Peters
CITY

MO 63376
STATE ZIP

149-2004

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

- Transaction Not Subject To Bidding For The Following Reason:
- Utility
 - Travel
 - Dues
 - Refund
 - Cooperative Agreement
 - Other (Explain):
 - Training
 - Pub/Subscriptions
 - Required Gov Payment
 - Agency Fund Distribution

RECEIVED

APR 14 2004

BOONE COUNTY AUDITOR

#18-13APR04

(Enter Applicable Bid / Sole Source / Emergency Number)

Bill To Department # 2045

Ship To Department # 2045

Department				Account				Item Description	Qty	Unit Price	Amount	
2	0	4	5	9	2	4	0	0	Van, 2004 Chevrolet Astro Cargo CM11005 111.2" WB RWD. Exterior Color: Red	1		17101.00
2	0	4	5	9	2	4	0	0	G80 - Differential, Locking, Heavy-Duty, Rear	1		280.00
2	0	4	5	9	2	4	0	0	ZW3 - Glass, Rear Doors and Side Cargo Doors, Fixed	1		265.00
2	0	4	5	9	2	4	0	0	ZQ2 - Convenience Package, power windows and door locks	1		475.00
2	0	4	5	9	2	4	0	0	ZQ3 - Convenience Package, Tilt-Wheel and Cruise Control	1		385.00
CLERK'S OFFICE												
*DO NOT UNSTAPLE THESE PAGES												
*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.												
18506.00												

I certify that the goods, services or charges specified above 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.

[Signature]
Requesting Official

[Signature]
Auditor Approval

**PURCHASE AGREEMENT FOR
2004 Chevrolet Astro Cargo Van**

THIS AGREEMENT dated the 20 day of APRIL 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Lou Fusz Chevrolet**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a **2004 Chevrolet Astro Cargo Van**, County of Boone Request for Bid number **18-13APR04** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Addendum One as well as the Contractor's bid response dated April 7, 2004 executed by Bryan Fox on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form and Addendum Number One shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with one (1) 2004 Chevrolet Astro Cargo Van, CM11005 111.2" WB RWD for \$17,101 with the following included add-ons: G80 - Differential, Locking, Heavy-Duty, Rear; ZW3 - Glass, Rear Doors and Side Cargo Doors, Fixed; ZQ2 - Convenience Package, power windows and door locks; and ZQ3 - Convenience Package, Tilt-Wheel and Cruise Control.

3. **Billing and Payment** - All billing shall be mailed to the Boone County Public Works Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

5. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.


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

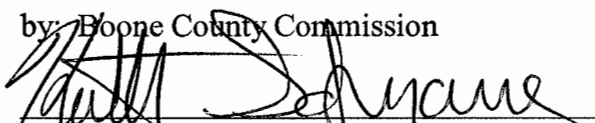
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

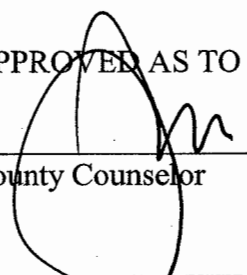
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

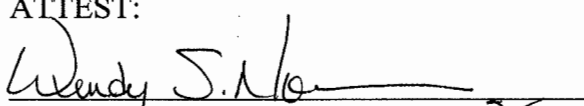
LOU FUSZ CHEVROLET

BOONE COUNTY, MISSOURI

by 
 title COMMERCIAL & FLEET SALES

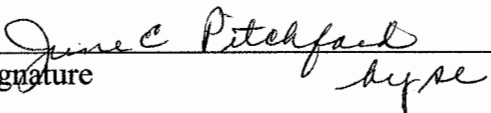
by: Boone County Commission

 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

 County Counselor

ATTEST:

 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION
 In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

\$17,010.00
 2045-92400 - \$18,506.00

Signature  Date 4/15/04 Appropriation Account _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

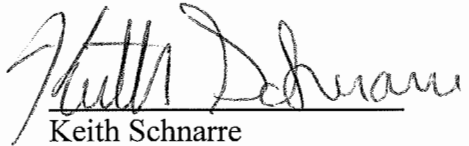
April Session of the April Adjourned Term. 20 04

In the County Commission of said county, on the 20th day of April 20 04

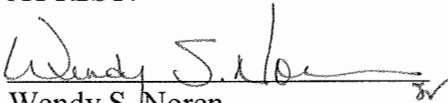
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Missouri Department of Transportation Office of Highway Safety Grant Contract for Operation Slowdown (Hazardous Moving Violations) Project in the amount of \$9,880.32.

Done this 20th day of April, 2004.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CONTRACT

Form HS-1

Cover Page

Missouri Department of Transportation
OFFICE OF HIGHWAY SAFETY
P.O. Box 104808
Jefferson City, MO 65110-4808

Phone : 573-751-4161
1-800-800-BELT

Fax : 573-634-5977

Name of Grantee
Boone County Sheriff's Dept.

Grantee County
Boone

Grantee Address
2121 County Dr.
Columbia, MO 65202

Telephone
(573) 875-1111

Fax
(573) 874-8953

Project Title: Hazardous Moving Viol
Project Number: 04-PT-02-50
Program Area: 02 - Police Traffic Services
Funding Code: 402

Type of Project: Initial
Started: October 01, 2003

Federal Funds Benefitting

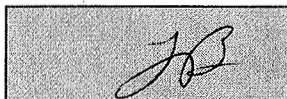
State:	\$0.00
Local:	\$9,880.32
Total:	\$9,880.32

Source of Funds

Federal:	\$9,880.32
State:	\$0.00
Local:	\$0.00
Total:	\$9,880.32

Contract Period
Effective: October 01, 2003
Through: September 30, 2004

Posted to Obligation Control



HS USE ONLY

Prepared by
Mike Breckle

Ruth Schumane

Authorizing Official

20 APRIL 2004

Date

Beverly Brown

Project Director

4-19-04

Date

Director of Highway Safety

Effective Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$9,880.32**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

STATE VENDOR NUMBER

Why do we have a state vendor number and what is it used for?

A state vendor number is an eleven-digit number that the State of Missouri uses to make and track payments. The first nine digits are the Federal Tax I.D. number assigned to your agency (like your nine digit social security number is assigned to you). The last two digits are address indicators and allow the state accounting system to create checks with different addresses for the same entity.

When your vouchers are entered on the State's accounting system to request a check, the vendor number tells the system what name and address to print on the check. Without the vendor number, a check cannot be generated.

Some agencies elect to receive the money by electronic transfer. In those situations, the vendor number will tell the system which bank account receives the deposit.

Why haven't we had to use the state vendor number before?

In the past, we looked up vendor numbers and wrote them on the vouchers. We are now asking you to put your vendor number on your voucher when you submit it. This will accomplish the following:

1. You will no longer have to provide a mailing address on your voucher. The check will be sent directly from the Treasurer's Office. In the past, the checks came back to our office to be mailed out. You'll receive your check sooner.
2. Processing time in our office will be cut down because we will no longer have to take the time to look up all of the vendor numbers and enter them on the vouchers.

How do I know what my State Vendor Number is?

We will tell you what number is on file for you. You will also be given the name and address information associated with that number. If you want to use a different name and/or address, you will need to contact Sharon Clack. She will check the State Vendor File to see if there is a vendor number currently assigned for that address, or will tell you what you need to do to request a change or establish an additional number. You can contact Sharon anytime you have questions on your State Vendor Number.

Vendor: 4360003490 7
Vendor Type: VG Misc Vendor Indicator: N Last Action Date: 04 / 09 / 04

General Information | Payment Information

Vendor Address		Alternate Address	
Name	COUNTY OF BOONE SHERIFF'S DEPT		
Address	2121 COUNTY DRIVE	1. GENERAL MAILING	
City	COLUMBIA	State	MO
Zip	65202		
Addl Addr			

Customer Account: [] Contact: []
A/R Contact: [] Vendor Phone: 573-875-1111
Comment: [] Single Check Requested

CONTRACT CONDITIONS - PAGE 1**IN ORDER TO RECEIVE FEDERAL FUNDING, THE GRANTEE/ CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.**

- I. **RELATIONSHIP:** The relationship of the Grantee/Contractor to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee/Contractor shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC.
- II. **EQUIPMENT**
- A. **PROCUREMENT:** Grantees may use their own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:
1. Equipment with a cost of \$3,000.00 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
 2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
 3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
 4. Grantees shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
 5. If for some reason the low bid is not acceptable, the grantee must have written approval from the MHTC prior to the purchase of other than the low bid.
 6. Grantees will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.
- B. **DISPOSITION:** The Grantee shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract.
- C. **REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the grantee's previous twelve months authorized strength.
- III. **FISCAL RESPONSIBILITY**
- A. **MAINTENANCE OF RECORDS:** The Grantee/Contractor agrees that Highway Safety, the National Highway Traffic Safety Administration, the Federal Highway Administration and/or any Federal audit agency with jurisdiction over this program, the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Grantee/Contractor pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.
- B. **REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Grantee/Contractor for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Grantee/Contractor, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the contracting official. **Vouchers received by the MHTC after the tenth day of each month cannot be processed until the following month. Final payment is contingent upon receipt of final voucher and AUDITS:** Grantee/Contractor will be responsible for the required supporting documentation no later than 30 days after the closing date of the contract.
- C. **FINANCIAL AND COMPLIANCE AUDIT:** The audit should be performed within two years of the final financial transaction of this contract, as required by OMB Circular A-133. Failure to furnish an acceptable audit may be basis for refunding federal funds. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection by representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.
- IV. **TERMINATION:** If, through any cause, the Grantee/Contractor shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee/Contractor shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Grantee/Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Grantee/Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee/Contractor or its subcontractor under the provisions of this contract. The Grantee/Contractor and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.
- V. **STATUTORY REQUIREMENTS**
- A. **COMPLIANCE:** The Grantee/Contractor agency must comply with the following Statutes or Rules:
1. *Peace Officer Standards and Training Certification (P.O.S.T.)* RSMo 590.100-590.180—DPS certification of peace officers
 2. *Statewide Traffic Analysis Reporting (STARS)* RSMo 43.250—Law enforcement agency to file accident report with MSHP
 3. *Nondiscrimination*—CFR Chapter 50—Prohibits discrimination on the basis of race, color, religion, sex or national origin including DBE and Segregated Facilities (meets or exceeds federal requirement on page 2)
 4. *Uniform Crime Reporting* RSMo 43.505—Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS
 5. *Racial Profiling* RSMo 590.650—Law enforcement agency to file a report to the Attorney General each calendar year
- B. **ENACTMENT AND ENFORCEMENT:** Agencies are encouraged to adopt, if possible, local ordinances as follows:
1. *Model Traffic Ordinance*—RSMo 300.00—Rules governing traffic administration and regulation
 2. *Child Restraints*—RSMo 210.104—Passenger restraint system required for children under four (Primary Offense)
 3. *Seat Belts*—RSMo 307.178—Seat belts required for passenger cars (modifications to state statute in 1997)
 4. *Open Container*—A model ordinance prohibiting the possession of an open container of alcoholic beverages in a motor vehicle.
- VI. **PRODUCTION & DEVELOPMENT COSTS:** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. Any items produced with federal funds, in whole or in part, must state that the Missouri Department of Transportation, MHTC provided funding and this recognition must be clearly printed on the item. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval, prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as deemed appropriate.

CONTRACT CONDITIONS - PAGE 2

- VII. **INDEMNIFICATION:** The Grantee shall be responsible for injury or damages as a result of any services and/or goods rendered by or through the Grantee under the terms and conditions of this Agreement. In addition to the liability imposed upon the Grantee on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Grantee's performance under this Agreement, the Grantee assumes the obligation to save harmless the MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The Grantee also agrees to hold harmless the MHTC, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Grantee for any purpose under this Agreement, and to indemnify the MHTC, including its agents, employees and assign, from every expense, liability or payment arising out of such wrongful or negligent act or omission.
- VIII. **AMENDMENTS:** Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Grantee and the MHTC.
- IX. **COMMISSION (MHTC) REPRESENTATIVE:** The Commission's Director of the Highway Safety Division is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.
- X. **ASSIGNMENT:** The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.
- XI. **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XII. **VENUE:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XIII. **SECTION HEADINGS:** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XIV. **SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Grantee.

The Missouri Highways and Transportation Commission (contractor) hereby agrees that it will incorporate into any contract, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee (exceeding \$10,000) the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to,

- the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post, in conspicuous places available to all employees and applicants for employment, the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Missouri Department of Transportation, MHTC advising the said labor union or workers' representative of the contractor's commitments under this nondiscrimination provision.
- d. The contractor will comply will all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration, National Highway Traffic Safety Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of this nondiscrimination provision in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Missouri Department of Transportation, MHTC or the Federal Highway Administration and National Highway Traffic Safety Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

DBE REQUIREMENTS

All recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts. If, as a condition of assistance, the MHTC has submitted and the Department has approved a minority business enterprise affirmative action program, which the MHTC agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future Department of Transportation financial assistance.

NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) All grantees/contractors and their subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

CONTRACT CONDITIONS - PAGE 3**TRAINING CONTRACTS**

Agencies offering the MHTC-funded courses are to adhere to the following standard elements required for training contracts.

- 1) A **course schedule** must be presented to the MHTC program coordinator at **least 30 days** prior to the proposed training. The scheduled should include: Title of Course; Date(s); Time; Exact Location; and Agenda or Syllabus. Any changes to the course schedule **must have prior approval** from the MHTC.
- 2) Evaluation will be a 2-step process to include:
 - I) **Student Evaluation** of the training
 - a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation, training facility/location; and worth of the training.
 - b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.
 - II) **Instructor evaluation** of the students' comprehension and understanding of the material presented.
- 3) The grantee must provide a **sign-up sheet** for every class—a **typed list** of everyone who registered is **not acceptable**. The sign-up sheet must capture the following information:
 - Title of the Class
 - Date(s) and Location of Class
 - Name of Attendees
 - Business address, telephone number and/or email address of each attendee
- 4) Every effort should be made to enroll a minimum of fifteen (15) students per class.
- 5) Copies of the Student Evaluations, Instructor Evaluations, Number of Students Enrolled/Number of Students Attending, and Participant Sign-up Sheets must be submitted to MHTC not later than 30 days after the training has been conducted.

FOLLOWING CONDITIONS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:**PROBLEM IDENTIFICATION**

Agency must develop a selected traffic enforcement plan by evaluating crash data. This will be done on a quarterly, monthly or weekly basis to determine the top ten (10) high traffic crash locations, to include: day of week, time of day, and causation factors. Using this plan, agency will conduct enforcement targeting offenders committing hazardous moving violations to include DWI checkpoint enforcement (emphasis will also be placed on occupant restraint enforcement).

PROJECT ACTIVITIES

Enforcement activities by the agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.

Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.

Agency will report monthly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.

PARTNERSHIPS

Agency is strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. **Agencies located within the metropolitan areas of St. Louis or Kansas City must participate in Operation Impact.**

ALLOWABLE COSTS

Agency **CANNOT BE REIMBURSED FOR PART-TIME OR RESERVE OFFICERS**. Only full-time, permanent officers are eligible to participate in overtime enforcement projects. Overtime reimbursement rates:

- Patrol—to be calculated at 1.5 times the officer's actual rate of pay;
- Supervisors—to be calculated at 1.5 times the actual rate of pay not to exceed 1.5 times the rate of the highest-level sergeant or lieutenant (equivalent supervisor)

Exceptions may be made with prior written permission of the MHTC.

Project Director's Initials *DC*

DRUNK DRIVING ENFORCEMENT PROJECTS

All DWI cases must be filed in state court if a municipality has a non-attorney judge. Any offender arrested with a prior alcohol-related conviction must also be filed in state court for enhancement purposes. All officers working alcohol enforcement details must have 16-20 hours of SFST training.

SOBRIETY CHECKPOINTS

The MHTC will fund enforcement agencies, on an overtime basis, to conduct MHTC sobriety checkpoints in accordance with standards developed for this purpose. Funding eligibility and conditions are herein set forth along with allowable costs for reimbursement. Enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest to enhance the actual risk of arrest.

- 1) Enforcement time at a minimum will be at least one night per month with a minimum of five checkpoints per contract period. Sobriety checkpoints should be operated within the hours of 10:00 p.m. to 3:00 a.m.; however, hours may be flexible upon request of agency and approval by MHTC project coordinator.
- 2) Advise the MHTC project coordinator, in advance, of enforcement date changes made to the original proposal.
- 3) If not already provided, roadways selected for sobriety checkpoints must be submitted to MHTC. Actual enforcement locations will be left to the discretion of local authorities based upon their judgment.
- 4) Activity Reports and Supervisory Logs must be submitted with reimbursement vouchers. Failure to comply may result in nonpayment for the enforcement period.
- 5) Enforcement activity should be on a Friday or Saturday night or holidays. Other nights may be approved in advance by the MHTC project coordinator based upon special events or activities, or as stated in goals and objectives of this contract.
- 6) Publicity surrounding a checkpoint provides the greatest deterrent. A news release the week prior to the event and a follow-up the week after is required. A spokesperson should be designated to explain procedures to media or others attending the checkpoint.
- 7) If the agency has an in-car video camera, it should be used at all sobriety checkpoints to videotape the sobriety checkpoint setup, its operation, and all subjects given the field sobriety tests. Tapes shall be used as evidence in court proceedings.

PROBLEM IDENTIFICATION

The number of traffic crashes have been reduced over the course of the Operation Slow Down program. Two causes of traffic crashes in Boone County are speed and alcohol related incidents. Speed / hazardous moving incidents are the number one contributing circumstances for county wide traffic crashes. A total of 135 crashes were recorded in Boone County, 50 were speed related and 15 were alcohol related. The 50 speed related crashes, 3 were fatalities, and 31 were injury crashes. The roadways where most of the injury crashes occurred were Creasy Springs Road, Brown School Road, New Haven Road, Obermiller Road, Old Plank Road, Rangeline Road, Prathersville Road and St. Charles Road. The above roadways are ones used by county residents as well as Columbia residents to by-pass the main arteries inside the Columbia City limits. Almost half of the traffic crashes in Boone County occur between the hours of 2 pm and 8 pm (61 of the 135). This time frame includes schools dismissing for the day, the 7-3 shift workers ending their work day, the 3-11 shift workers going to work and the regular 8-5 workers going home. The above roadways are also ones that the Department receives a large number of the traffic complaints from residents living in the areas. Within the last three years the Boone County Sheriff's Department took over working all crashes that occur on county maintained roadways, prior to this the Missouri State Highway Patrol worked the injury and fatality crashes.

**LAW ENFORCEMENT STATISTICAL DATA
PROBLEM IDENTIFICATION**

Enforcement Location(s) including average daily traffic counts for each location:

Creasy Springs Road (@ 3500 vehicles daily), Old Plank Road (@450 vehicles daily), Obermiller Road (@ 900 vehicles daily), St. Charles Road (@3800 vehicles daily), Rangeline Road (@ 500 vehicles daily), Prathersville Road (@ 8000 vehicles daily), New Haven Road (@ 800 vehicles daily) and Richland Road (@ 500 vehicles daily)

Traffic Crash Data relative to the enforcement activity identified above:

Note: The total columns for Time of Day, Day of Week, and Month of Year should all be the same.

Time of Day

12 am to 2 am	2 am to 4 am	4 am to 6 am	6 am to 8 am	8am to 10am	10am to 12pm	12pm to 2 pm	2 pm to 4 pm	4 pm to 6 pm	6 pm to 8 pm	8 pm to 10pm	10pm to 12am	Unk	Total
9	6	0	6	16	11	6	24	24	13	10	10		135

Day of Week

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Unk	Total
16	17	19	15	26	20	22		135

Month of Year

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
14	13	8	12	16	9	12	15	11	15	10		135

Baseline Arrest Data relative to the enforcement activity identified above (If available and pertinent to goals):

The statistics above as for County wide crashes, not only those above.

LAW ENFORCEMENT PROJECT DESCRIPTION

GOALS: (Goals must be set for each activity and must be measurable)

- Increase arrests related to these offenses by 5 % over baseline data
- Decrease crashes related to these offenses by 10 % over baseline data
- Increase seat belt use rate from current rate of % to %
- Other

OBJECTIVES:

1. **Targeted Population (i.e., speeders, aggressive drivers, young drivers):**
motoring public operating motor vehicles on Boone County maintained roadways. Specifically speeders and driver's exhibiting aggressive tendencies.
2. **Enforcement Location(s):**
boone County maintained roadways
3. **Number of Officers assigned to each enforcement period:**
4
4. **Times of enforcement periods:**
1600 hours - 2000 hours
5. **Duration of each enforcement period:**
4 hours
6. **Number of enforcement periods per month:**
2
7. **Days of week selected for enforcement periods:**
all
8. **Months (or special event) selected for enforcement periods:**
all
9. **Equipment, promotional, or supply items requested for this project:**

LAW ENFORCEMENT PROJECT DESCRIPTION

The program is called Operation Slow Down. Four Deputies are assigned to areas where complaints are received and accidents are occurring. These Deputies work for a four hour period in the specified areas doing nothing except enforcing the traffic laws. The days of the enforcement activities will vary but the time will remain between the hours of 4 pm and 8 pm. The Deputies will center their enforcement activities on speeders, aggressive drivers and drivers committing hazardous moving violations. Two enforcement periods will occur each month for a total of 32 man hours.

Funds for this project may be utilized during any corridor enforcement project, Operation H.E.A.T., or other national or state mobilization effort in conjunction with or at direction of the Office of Highway Safety.

EVALUATION

The program coordinator will look at the number of summons issued as well as the number of speed / hazardous moving related and compare to the same period for the previous year.

In addition to the agency evaluation, the Office of Highway Safety will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required within the contract or by the OHS Project Coordinator
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation equipment use and frequency of use)
 - Public awareness activities (media releases, promotional events, incentive items or educational materials produced or purchased)
 - Other (any other information or material that supports the Objectives)

Evaluation results will be used by the OHS to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

PROJECT BUDGET

Project #: 04-PT-02-50
Project Title: Hazardous Moving Viol
Grantee: Boone County Sheriff's Dept.

Budget Line Item Detail (i.e. Overtime Hours, Radar Units)	Quantity	Unit Cost	Total Per Line Item	Matching Funds	Federal Funds Obligated
HMV Overtime	384	\$25.73	\$9,880.32	\$0.00	\$9,880.32

Budget Page Continued on Next Page

SCHEDULE C - PROJECT BUDGET - **CONTINUED**

Budget Line Item Detail (i.e. Overtime Hours, Radar Units)	Quantity	Unit Cost	Total Per Line Item	Matching Funds	Federal Funds Obligated
TOTAL			\$9,880.32	\$0.00	\$9,880.32

Final payment is contingent upon receipt of final voucher and supporting documentation no later than thirty (30) days after the closing date of the contract.

Project Period: October 01, 2003
 Through
 September 30, 2004

OBLIGATION DOCUMENT

Funds are hereby obligated to this project in the amount of

\$9,880.32

BY **DATE**

Missouri
Department
of Transportation



Dave Snider, P.E., Interim Director

Highway Safety Division
1719 Southridge Drive
P. O. Box 104808
Jefferson City, MO 65110
(573) 751-4161 or
(800) 800-BELT
Fax (573) 634-5977
www.mdhs.state.mo.us

April 8, 2004

Sheriff Ted Boehm
Boone County Sheriff's Dept.
2121 County Dr.
Columbia, MO 65202

Dear Sheriff Boehm:

Enclosed is a contract between the Highway Safety Division and the Boone County Sheriff's Department for a Hazardous Moving Violation project.

The project obligates \$9,880.32 in federal funds for the period October 1, 2003, through September 30, 2004. All expenditures should be claimed against project #04-PT-02-50.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. After signing, please return all pages of the contract to the Highway Safety Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Mike Breckle, Operations Specialist, or Lisa Baker, Claims Auditor, at 1-800-800-BELT. We look forward to working with you and your staff.

Sincerely,

Joyce F. Shaul
Director

Enclosure

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned Term. 20 04

In the County Commission of said county, on the 20th day of April 20 04
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
2040-71100: Public Works – Outside Services	\$3,564.00	
2040-91301: Public Works – Computer Hardware		\$3,564.00

Said budget revision is for the purchase of a new server at Public Works.

Done this 20th day of April, 2004.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

absent
 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

04/08/04

EFFECTIVE DATE

APR 09 2004

FOR AUDITORS USE

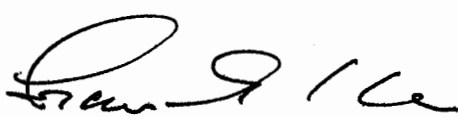
151-2004

BOONE COUNTY AUDITOR

Department										Account										Department Name	Account Name	(Use whole \$ amounts)	
																						Transfer From	Transfer To
																						Decrease	Increase
2	0	4	0							9	1	3	0	1	Public Works	Computer Hdwr				\$3,564			
2	0	4	0							7	1	1	0	0	Public Works	Outside Services	\$3,564						

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): **Funds were budgeted in the Outside Services account for CarteGraph services. In consultation with the IT Department, it has been determined that the first priority for further implementation of the CarteGraph system is to install a dedicated server, therefore a portion of the funds for CarteGraph services are being reallocated for purchase of the server.**

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES 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


 RESIDING COMMISSIONER

absent

 DISTRICT I COMMISSIONER


 DISTRICT II COMMISSIONER

LEDGER YEAR	DEPT	DEPARTMENT NAME	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	BUD	ACTUAL
2004	2040	PW-MAINTENANCE OPERATIONS	70000	70050	SOFTWARE SERVICE CONTRACT	7,640	8,750.00
2004	2040	PW-MAINTENANCE OPERATIONS		71000	INSURANCE AND BONDS	2,250	500.00
2004	2040	PW-MAINTENANCE OPERATIONS		71001	AUTO PHYSICAL DAMAGE INS	11,355	.00
2004	2040	PW-MAINTENANCE OPERATIONS		71002	AUTO LIABILITY INS	17,543	.00
2004	2040	PW-MAINTENANCE OPERATIONS		71003	INLAND MARINE INS	2,397	.00
2004	2040	PW-MAINTENANCE OPERATIONS		71004	PROPERTY INSURANCE	44,627	.00
2004	2040	PW-MAINTENANCE OPERATIONS		71005	BOILER & MACHINERY INS	4,467	.00
2004	2040	PW-MAINTENANCE OPERATIONS		71006	ERRORS & OMISSIONS INS	41,287	.00
2004	2040	PW-MAINTENANCE OPERATIONS		71008	GENERAL LIABILITY INS	50,976	.00
2004	2040	PW-MAINTENANCE OPERATIONS		71009	D.P. EQUIP-INSURANCE	3,955	.00
2004	2040	PW-MAINTENANCE OPERATIONS		71010	CRIME INSURANCE	1,184	.00
2004	2040	PW-MAINTENANCE OPERATIONS		71016	AUTO CLAIMS DEDUCTIBLE	7,500	790.25
2004	2040	PW-MAINTENANCE OPERATIONS		71018	OTHER CLAIMS DEDUCTIBLE	0	.00
2004	2040	PW-MAINTENANCE OPERATIONS		71100	OUTSIDE SERVICES	345,850	110,065.75
2004	2040	PW-MAINTENANCE OPERATIONS		71102	ENGINEERING SERVICES	4,000	.00
2004	2040	PW-MAINTENANCE OPERATIONS		71110	CONTRACT LABOR	0	1,000.00
2004	2040	PW-MAINTENANCE OPERATIONS		71500	BUILDING USE/RENT CHARGE	53,844	13,461.00
2004	2040	PW-MAINTENANCE OPERATIONS		71600	EQUIP LEASES & METER CHRG	0	411.82
2004	2040	PW-MAINTENANCE OPERATIONS		71700	EQUIPMENT RENTALS	0	158.10
					TOTAL	598,875	135,136.92
2004	2040	PW-MAINTENANCE OPERATIONS	90000	91300	MACHINERY & EQUIPMENT	48,000	29,233.04
2004	2040	PW-MAINTENANCE OPERATIONS		91301	COMPUTER HARDWARE	2,025	1,942.61
2004	2040	PW-MAINTENANCE OPERATIONS		92100	REPLCMENT FURN & FIXTURES	375	.00
2004	2040	PW-MAINTENANCE OPERATIONS		92300	REPLCMENT MACH & EQUIP	491,500	.00
2004	2040	PW-MAINTENANCE OPERATIONS		92301	REPLC COMPUTER HDWR	750	1,068.43
2004	2040	PW-MAINTENANCE OPERATIONS		92400	REPLCMENT AUTO/TRUCKS	151,000	.00
					TOTAL	693,650	32,244.08

*** END OF REPORT ***

MAINSCR

CORE BUDGET DESCRIPTION SCREEN
VIEW ONLY

ADSUE 11:21:4
4/12/0

Year 2004 Dept. 2040 PW-MAINTENANCE OPERATIONS
Account 71100 OUTSIDE SERVICES

Finalized Y
CY Proj 650,737

Description	Qty	Amount
<u>CARTEGRAPH SERVICE CONTRACT</u>		<u>12,000</u>
	Total	<u>12,000</u>
<u>CONTRACT MINOR ROAD REPAIRS</u>		<u>30,000</u>
	Total	<u>30,000</u>
<u>D&A TESTING</u>		<u>3,000</u>
	Total	<u>3,000</u>
<u>EQUIPMENT RENTAL</u>		<u>42,000</u>
	Total	<u>42,000</u>
<u>FUEL PUMP/CARD READER SERVICE</u>		<u>1,200</u>
	Total	<u>1,200</u>
<u>LARGE TRASH PICKUP</u>		<u>1,200</u>
	Total	<u>1,200</u>

Class 598,875 Class 2-8 2,747,680

Proposed Core	<u>345,850</u>
Proposed Supplemental	
Auditors Revisions	
Commission Revisions	
Total Budget	<u>345,850</u>

F2=Key Scr F3=Exit
F6=Dept Supplemental Budget F10=Notes

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

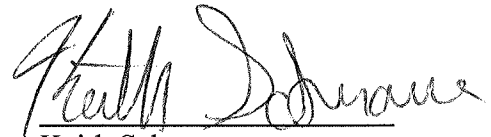
April Session of the April Adjourned Term. 20 04

In the County Commission of said county, on the 20th day of April 20 04

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

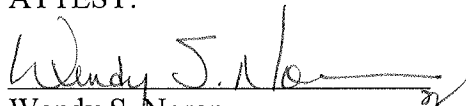
Now on this day the County Commission of the County of Boone does hereby approve the request to name an unnamed road which is currently privately owned and maintained to *McGill Pointe Drive* as described in the attached documentation.

Done this 20th day of April, 2004.



Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

152-2004

MCGILL POINTE DRIVE

Request to name an unnamed roadway, that is currently privately owned and maintained, to MCGILL POINTE DRIVE. Said road being in Section 32, Township 49 North, Range 14 West; beginning on the north side of Highway 40 approximately 500 feet east of Shady Hills Lane and running in a northerly direction for approximately 4000 feet; further described as an ingress and egress easement recorded in Book 2223, Page 88 of the Boone County Records.

PETITION TO NAME A ROAD IN BOONE COUNTY

We the undersigned property owners who front on a private unnamed road request that the Boone County Commission name this road to

McGILL POINTE DRIVE

Said road is located in Section ___ Township ___ North, Range ___ West

Print Name Property owner(s)	Signature	Address & Telephone	Date
John & Lisa Jones		219-2631	3-12-04
Tim & KIRSTEN Moloney		442-2810	3-16-04
Bruce & Barbara Rice		445-6253	3-17-04
Jim & Lynda Wright		446-4524	3-17-04
Roger & Lorie Allen		445-5761	3-18-04
Mitch & MISSY Buchanan		474-1773	3-22-04

Please return to:
 Boone County Planning & Building Inspections
 Boone County Government Center
 801 E. Walnut Rm 210
 Columbia, MO 65201

886-4330

Permit#	Fax Note	7671	Date	3-4-04	# of pages	1
To	LISA JONES		From	R. ROBES		
Co./Dept.			Co.	B. C. PLANNING		
Phone #			Phone #	886-4330		
Fax #			Fax #			

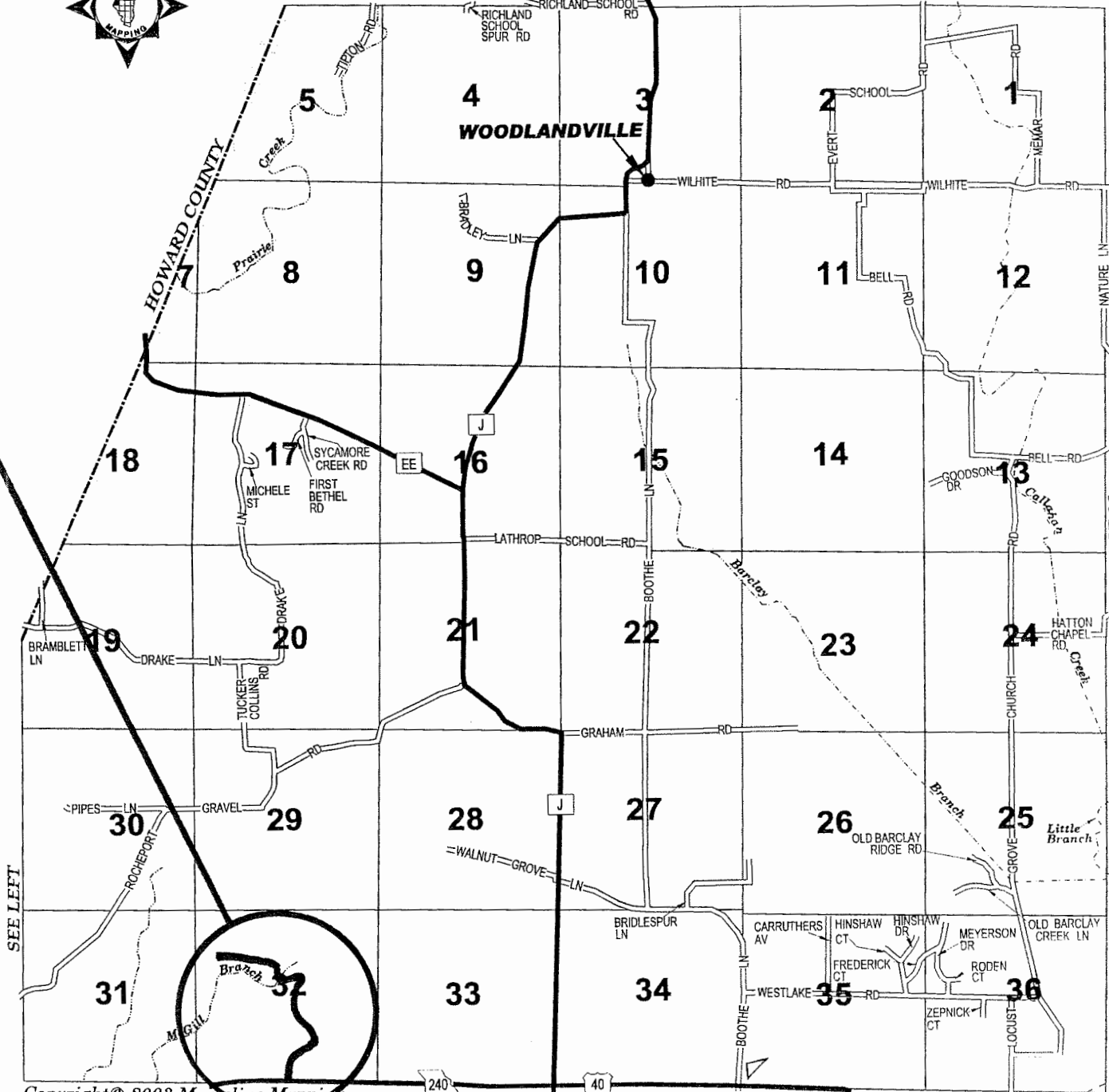
TOWNSHIP 49N • RANGE 15W
 SOUTH PART PERCHE NORTH PART KATY



SEE PAGE 19

Copyright © 2003 Marcelline Mapping

SEE PAGE 29



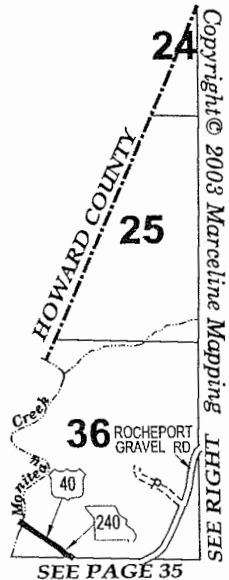
SEE LEFT

Copyright © 2003 Marcelline Mapping

SEE PAGE 35

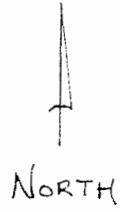
McGILL
 POINTE
 DRIVE

TOWNSHIP 49N
 RANGE 15W
 KATY



Copyright © 2003 Marcelline Mapping
 SEE RIGHT

SEE PAGE 35



HIGHWAY 40

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the January Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

20th day of April 20 04

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

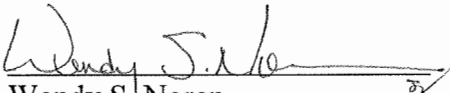
Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Thursday, April 22, 2004 immediately following the regularly scheduled Commission Meeting at 1:30 p.m. The meeting will be held in the Commission Chambers of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes or action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 20th day of April, 2004.



Keith Schnarre
Presiding Commissioner


ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner