

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned Term. 20 04

In the County Commission of said county, on the 24<sup>th</sup> day of June 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 33-15JUN04 for Painting Services Term and Supply as follows and authorize the Acting Presiding Commissioner to sign said contracts:

- Primary Supplier: Palmer Painting
- Secondary Supplier: Humber Painting Company
- Tertiary Supplier: Brighter Days! Corporation

Done this 24<sup>th</sup> day of June, 2004.

absent  
Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

ATTEST:

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

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



601 E. Walnut, 2nd Floor  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4402

244-2004

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: June 16, 2004  
RE: 33-15JUL04 – Painting Services Term and Supply

The Bid for Painting Services Term and Supply closed on June 15, 2004. Three bids were received. Upon the completion of the bid evaluation, Facilities Maintenance and Purchasing recommend award as follows for the lowest and best bids in the following order:

Primary Supplier: Palmer Painting  
Secondary Supplier: Humber Painting Company  
Tertiary Supplier: Brighter Days! Corporation

The contract will run through June 30, 2005 with two, one-year renewals. There are no requisitions attached, as this is a Term and Supply contract.

ATTACHMENT: Bid Tabulation

cc: Bid File  
Ken Roberts, Facilities Maintenance

Bid Tabulation					
33-15JUL04-Painting Services Term & Supply			Palmer Painting, Inc.	Brighter Days! Corporation	Humber Painting Co
4.7.1.	Item	Description	Unit Price/hr	Unit Price/hr	Unit Price/hr
	1	Lead Painter/ Contractor @ Standard Time Rate:	\$ 38.64	\$ 50.00	\$ 43.10
	2	Lead Painter/ Contractor @ Weekend Time Rate:	\$ 50.63	\$ 70.00	\$ 64.65
	3	Additional Painter @ Standard Time Rate:	\$ 37.50	\$ 45.00	\$ 41.83
	4	Additional Painter @ Weekend Time Rate:	\$ 49.45	\$ 60.00	\$ 62.75
	5	Special Tools - rental cost + ____%	5%	10%	10%
	6	Material - purchase cost + ____%	5%	10%	10%
4.8.	<b>Holidays:</b>	Contractor list of holidays observed	See Bid Response	See Bid Response	See Bid Response
4.10.		Max % Increase 2nd Contract Period	4%	3%	5%
		Max % Increase 3rd Contract Period	4%	3%	10%
4.11.		Co-Op?	Yes	Yes	Yes

**No Bids**

Opened By: Alice Winkelman  
Recorded By: Debbie Crutchfield  
Date: 6/15/04  
Time: 10:43 a.m.

**PURCHASE AGREEMENT  
FOR  
PAINTING SERVICES TERM AND SUPPLY  
PRIMARY SUPPLIER**

244-2004

**THIS AGREEMENT** dated the 24 day of JUNE 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Palmer Painting, Inc.**, 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 **Painting Services Term and Supply**, County of Boone Request for Bid, bid number **33-15JUN04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A, Prevailing Wage #10 as well as the Contractor's bid response dated June 2, 2004 and executed by Mark Crowley 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, Exhibit A, Prevailing Wage Order #10 and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall on July 1, 2004 and extend through June 30, 2005, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods 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; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Painting Services as identified and responded to in the Contractor's Response Form. Items will be provided 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 the County. Palmer Painting Inc. shall act as the primary supplier and shall furnish Painting Services for the County. The Contractor agrees to respond by phone within 24 hours after notification by the County. If the proposed schedule is acceptable to the County, the Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the secondary contracted supplier.

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified 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.

5. **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.

6. **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.

7. **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.

**PALMER PAINTING, INC.**

**BOONE COUNTY, MISSOURI**

by Mark Crowley  
title President  
address 4001 N. Yeager rd  
Columbia, MO. 65202

by: Boone County Commission  
[Signature]  
SKIP ELKIN, ACTING PRESIDING COMMISSIONER

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Counselor

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 6/17/04  
Signature Dayne Date 6/17/04 Appropriation Account Facilities Maintenance Term/Supply 6100-60100

# Boone County Purchasing

Kerry Patton  
Office Specialist



601 E. Walnut, Room 205  
Columbia, MO 65201  
Phone: (573) 886-4394  
Fax: (573) 886-4390  
kpatton@boonecountymo.org

May 18, 2005

Mark Crowley, President  
Palmer Painting, Inc.  
4001 N. Yeager Road  
Columbia, MO 65202

RE: 33-15JUN04 – Painting Services Term & Supply

Dear Mr. Crowley:

The County of Boone wishes to renew Bid # 33-15JUN04 – Painting Services Term & Supply. Confirming our letter dated May 11, 2005, you agree to renew the contract under the same terms and conditions as set in the original bid. The contract renewal period is **July 1, 2005 through June 30, 2006.**

Sincerely,

A handwritten signature in black ink, appearing to read "Kerry Patton".

Kerry Patton  
Office Specialist

Cc: Ken Roberts, Facilities Maintenance  
Bid File

# Boone County Purchasing

Kerry Patton  
Office Specialist



601 E. Walnut St., Room 205  
Columbia, MO 65201  
Phone: (573) 886-4394  
Fax: (573) 886-4390

May 11, 2005

Mark Crowley, President  
Palmer Painting, Inc.  
4001 N. Yeager Road  
Columbia, MO 65202

RE: 33-15JUN04 – Painting Services Term & Supply

Dear Mr. Crowley:

The County of Boone is interested in renewing the above referenced contract through **June 30, 2006**. Please return this renewal no later than May 18, 2005.

Please sign and date below if you agree to renew the contract under the same terms and conditions as set in the original bid.

I, Mark Crowley of Palmer Painting, Inc., agree to renew contract # 33-15JUN04 – Painting Services Term & Supply under the same terms and conditions as set in the original bid.

Mark Crowley  
Signature

5-12-05  
Date

Please sign and date below if you do not wish to renew # 33-15JUN04 – Painting Services Term & Supply.

I, NA of Palmer Painting, Inc. do not wish to renew the above referenced contract.

NA  
Signature

NA  
Date

Please sign and return by fax @ (573)886-4402. Once received, we will send you a confirmed contract renewal letter.

Should you have any questions or need additional information, I may be reached at (573) 886-4394 or by e-mail to: kpatton@boonecountymmo.org.

Sincerely,

Handwritten signature of Kerry Patton.

Kerry Patton  
Office Specialist

cc: Ken Roberts, Facilities Maintenance  
Bid File

Note: The contractor's failure to complete and return this renewal shall not stop the action specified herein. If the contractor fails to complete and return this renewal prior to the return date specified or the effective date of the contract period stated above, the County may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

An Affirmative Action/Equal Opportunity Institution

MAY-13-2005 14:26

P.01



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/24/2005PRODUCER  
Kasmann Insurance Agency  
P O Box 1111

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Columbia MO 65205  
  
INSURED Palmer Painting Inc  
4001 Yeager Rd  
  
Columbia MO 65202

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: OWNERS INSURANCE CO.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PENDING ISSUE	01/18/2005	01/18/2006	EACH OCCURRENCE	\$ 1,000,000.
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000.
						MED EXP (Any one person)	\$ 10,000.
						PERSONAL & ADV INJURY	\$ 1,000,000.
						GENERAL AGGREGATE	\$ 1,000,000.
						PRODUCTS - COMP/OP AGG	\$ 1,000,000.
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMPREHENSIVE LIAB.	PENDING ISSUE	01/18/2005	01/18/2006	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000.
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000.	PENDING ISSUE	01/18/2005	01/18/2006	EACH OCCURRENCE	\$ 1,000,000.
						AGGREGATE	\$ 2,000,000.
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? INC. If yes, describe under SPECIAL PROVISIONS below	PENDING ISSUE	01/18/2005	01/18/2006	<input type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000.
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000.
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PAINTING CONTRACTOR / RESIDENTIAL &amp; COMMERCIAL

## CERTIFICATE HOLDER

Boone County Purchasing  
601 E Walnut 2nd Floor  
  
Columbia, MO 65201

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**PURCHASE AGREEMENT  
FOR  
PAINTING SERVICES TERM AND SUPPLY  
SECONDARY SUPPLIER**

244-2004

**THIS AGREEMENT** dated the 24 day of JUNE 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Humber Painting 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 **Painting Services Term and Supply**, County of Boone Request for Bid, bid number **33-15JUN04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A, Prevailing Wage Order #10 as well as the Contractor's bid response dated June 14, 2004 and executed by Candy Humber 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, Exhibit A, Prevailing Wage Order #10, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on July 1, 2004 and extend through June 30, 2005, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods 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; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Painting Services as identified and responded to in the Contractor's Response Form. Items will be provided 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 the County. Humber Painting Company shall act as the secondary supplier and shall furnish Painting Services for the County if the primary contracted supplier cannot provide an acceptable schedule for the County. The Secondary Contractor agrees to respond by phone within twenty-four (24) hours after notification by the County. If the proposed schedule is acceptable to the County, the Secondary Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the tertiary contracted supplier.

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified 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.

5. **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.

6. **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.

7. **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.

MS  
6-24-04

*Humber*  
**PALMER PAINTING COMPANY**

by *Paul Humber*

title OWNER

address 22452 AUDRAIN RD 9322

MEXICO, MO 65265

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

*Greg Elkin*

SKIP ELKIN, ACTING 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.)

Signature *no encumbrance required 6/18/04* Date *6/18/04* Appropriation Account Facilities Maintenance Term/Supply 6100-60100

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



601 E. Walnut, Room 208  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
mbobbitt@boonecountymo.org

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June 22, 2005

Candy Humber  
Humber Painting Company  
22452 Audrain Road 9322  
Mexico, MO 65265

RE: 33-15JUN04 – Painting Services Term and Supply

Dear Ms. Humber:

The County of Boone wishes to renew the above referenced contract. Confirming our renewal letter dated May 11, 2005 that you submitted to the County, you agree to renew the contract under the same terms and conditions as set in the original bid

The contract renewal period will cover July 1, 2005 through June 30, 2006.

Sincerely,

A handwritten signature in cursive script that reads "Melinda Bobbitt".

Melinda Bobbitt, CPPB  
Director of Purchasing

cc: Ken Roberts, Facilities  
Bid File

# Boone County Purchasing

Kerry Patton  
Office Specialist



601 E. Walnut St., Room 205  
Columbia, MO 65201  
Phone: (573) 886-4394  
Fax: (573) 886-4390

May 11, 2005

Candy Humber  
Humber Painting Company  
22452 Audrain Road 9322  
Mexico, MO 65265

RE: 33-15JUN04 – Painting Services Term & Supply

Dear Ms. Humber

The County of Boone is interested in renewing the above referenced contract through **June 30, 2006**. Please return this renewal no later than May 18, 2005.

Please sign and date below if you agree to renew the contract under the same terms and conditions as set in the original bid.

I, PAUL HUMBER of Humber Painting Company, agree to renew contract # 33-15JUN04 – Painting Services Term & Supply under the same terms and conditions as set in the original bid.

Paul Humber  
Signature

5-20-05  
Date

Please sign and date below if you do not wish to renew # 33-15JUN04 – Painting Services Term & Supply.

I, \_\_\_\_\_ of Humber Painting Company, do not wish to renew the above referenced contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please sign and return by fax @ (573)886-4402. Once received, we will send you a confirmed contract renewal letter.

Should you have any questions or need additional information, I may be reached at (573) 886-4394 or by e-mail to: [kpatton@boonecountrymo.org](mailto:kpatton@boonecountrymo.org).

Sincerely,

Kerry Patton

Kerry Patton  
Office Specialist

cc: Ken Roberts, Facilities Maintenance  
Bid File

Note: The contractor's failure to complete and return this renewal shall not stop the action specified herein. If the contractor fails to complete and return this renewal prior to the return date specified or the effective date of the contract period stated above, the County may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 06/20/2005
PRODUCER (936)336-3645 FAX (936)336-3182 Hall, Rader & Associates 1347 Highway 146 Bypass P. O. Drawer 10268 Liberty, TX 77575		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Humber Painting Company 1605 Monta Liberty, TX 77575		INSURERS AFFORDING COVERAGE INSURER A: <b>Evanston Insurance Company</b> INSURER B: <b>Progressive County Mutual</b> INSURER C: <b>Texas Mutual Insurance Company</b> INSURER D: INSURER E:
		NAIC # 29203

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CL420906592	06/02/2005	06/02/2006	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02336825-0	10/10/2003	10/10/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	SBP0001134980	08/06/2004	08/06/2005	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	<b>BLANKET WAIVER OF SUBROGATION</b>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

**CANCELLATION**

County of Boone Attn: Melinda Bobbitt, Purchasing Director 601 E. Walnut, Room 209 Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

**PURCHASE AGREEMENT  
FOR  
PAINTING SERVICES TERM AND SUPPLY  
TERTIARY SUPPLIER**

244-2004

**THIS AGREEMENT** dated the 24 day of JUNE 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Brighter Days! Corporation**, 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 Painting Services Term and Supply, County of Boone Request for Bid, bid number **33-15JUN04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A, Prevailing Wage Order #10, as well as the Contractor's bid response dated June 9, 2004 and executed by Randal W. Fletcher 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, Exhibit A, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on July 1, 2004 and extend through June 30, 2005, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods 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; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Painting Services as identified and responded to in the Contractor's Response Form. Items will be provided 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 the County. Brighter Days! Corporation shall act as the tertiary supplier and shall furnish Painting Services for the County if the primary and secondary contracted suppliers cannot provide an acceptable schedule for the County. The Tertiary Contractor agrees to respond by phone after notification by the County. If the proposed schedule is acceptable to the County, the Tertiary Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified 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.

5. **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.


6. **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.

7. **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:

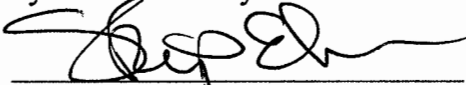
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.


**BRIGHT DAYS! CORPORATION**

by   
title President  
address 303 W. Hickman Dr.  
Columbia, MO 65203

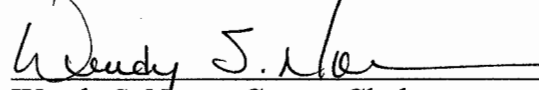
**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
SKIP ELKIN, ACTING PRESIDING COMMISSIONER

APPROVED AS TO FORM:

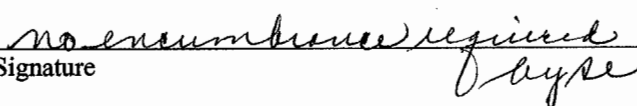
  
County Counselor

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.)

  
Signature

6/17/04  
Date

Facilities Maintenance Term/Supply  
6100-60100

Appropriation Account



# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

---

May 24, 2005

Randal W. Fletcher  
Brighter Days! Corporation  
303 W. Higham Drive  
Columbia, MO 65203

RE: 33-15JUN04 – Painting Services Term and Supply

Dear Mr. Fletcher:

The County of Boone wishes to renew the above referenced contract. Confirming our renewal letter dated May 11, 2005 that you submitted to the County, you agree to renew the contract under the same terms and conditions as set in the original bid.

The contract renewal period will cover July 1, 2005 through June 30, 2006.

Sincerely,

A handwritten signature in black ink, appearing to read "Melinda Bobbitt".

Melinda Bobbitt, CPPB  
Director of Purchasing

cc: Bid File  
Shawna Victor, Clerk  
Ken Roberts, Facilities

# Boone County Purchasing

Kerry Patton  
Office Specialist



601 E. Walnut St., Room 205  
Columbia, MO 65201  
Phone: (573) 886-4394  
Fax: (573) 886-4390

May 11, 2005

Randal W. Fletcher  
Brighter Days! Corporation  
303 W. Higham Drive  
Columbia, MO 65203

RE: 33-15JUN04 – Painting Services Term & Supply

Dear Mr. Fletcher:

The County of Boone is interested in renewing the above referenced contract through **June 30, 2006**. Please return this renewal no later than May 18, 2005.

Please sign and date below if you agree to renew the contract under the same terms and conditions as set in the original bid.

I, Randal Fletcher of Brighter Days! Corporation., agree to renew contract # 33-15JUN04 – Painting Services Term & Supply under the same terms and conditions as set in the original bid.

Randal Fletcher  
Signature

5-16-05  
Date

Please sign and date below if you do not wish to renew # 33-15JUN04 – Painting Services Term & Supply.

I, \_\_\_\_\_ of Brighter Days! Corporation, do not wish to renew the above referenced contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please sign and return by fax @ (573)886-4402. Once received, we will send you a confirmed contract renewal letter.

Should you have any questions or need additional information, I may be reached at (573) 886-4394 or by e-mail to: kpatton@boonecountrymo.org.

Sincerely,

Kerry Patton

Kerry Patton  
Office Specialist

cc: Ken Roberts, Facilities Maintenance  
Bid File

Note: The contractor's failure to complete and return this renewal shall not stop the action specified herein. If the contractor fails to complete and return this renewal prior to the return date specified or the effective date of the contract period stated above, the County may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

# Commercial Certificate of Insurance



**FARMERS**

Agency  
 Name  
 &  
 Address

- Bolerjack Insurance Agency
- Doug Bolerjack, Agent
- 10 W Nifong Blvd Ste C
- Columbia, MO 65203

Issue Date (MM/DD/YY) 06/29/2004

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 14 Dist. 60 Agent 353

**Companies Providing Coverage:**

Insured  
 Name  
 &  
 Address

- Brighter Days Corp
- 303 W Hickam Dr
- Columbia, MO 65203

Company **A** Truck Insurance Exchange  
 Letter  
 Company **B** Farmers Insurance Exchange  
 Letter  
 Company **C** Mid-Century Insurance Company  
 Letter  
 Company **D** \_\_\_\_\_  
 Letter

**Coverages**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
A	General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	02600-20-18	06/29/2004	08/27/2005	General Aggregate Products-Comp/OPS Aggregate	\$ 2,000,000 \$ 2,000,000
					Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	\$ 2,000,000 \$ 2,000,000 \$ 50,000 \$ 5,000
A	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	02600-20-18	06/29/2004	08/27/2005	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	\$ \$ 1,000,000 \$ 1,000,000 \$ 100,000 \$
	Umbrella Liability				Limit	\$
B	Workers' Compensation and Employers' Liability	C0211-03-31	06/29/2004	07/27/2005	Statutory Each Accident Disease - Each Employee Disease - Policy Limit	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

**Description of Operations/Vehicles/Restrictions/Special items:**

Additional Insured: The County of Boone - Missouri  
 601 E Walnut Room 208  
 Columbia, MO 65201-4460

**Certificate Holder**

Name  
 &  
 Address

- The County of Boone - Missouri
- 601 E Walnut Room 208
- Columbia, MO 65201-4460

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Doug Bolerjack, Agent  
 Authorized Representative

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned Term. 20 04

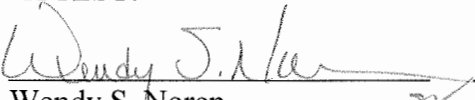
In the County Commission of said county, on the 24<sup>th</sup> day of June 20 04

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

Now on this day the County Commission of the County of Boone does hereby award bid 38-15JUN04 for Radio Equipment to Wireless USA. It is further ordered that the Acting Presiding Commissioner be hereby authorized to sign said contract.

Done this 24<sup>th</sup> day of June, 2004.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

245-2004

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: June 22, 2004  
RE: BID #38-15JUN04 – Radio Equipment

The Bid for the Radio and Software for the Sheriff's department closed on June 15, 2004. Three bids were received. Industrial Communications submitted the low bid but they were non-responsive as they did not submit the required itemized list of equipment from section 2.2.2. of the bid. Jim McNabb of Public Safety Joint Communication recommends award to Wireless USA for all items in the bid except the battery reverting charger, cable interface station-charger, and the cable interface battery-charger.

Total price for the radio and related equipment is \$5,546.00 and will be paid out of department 1287 – Emergency Services & Dispatch, account 91300 – Machinery & Equipment.

Mr. McNabb requests that the second reading of this contract be waved and the contracts signed today, as he needs to place the order by this afternoon.

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

ATT: Bid Tabulation

cc: Beverly Braun, Sheriff  
Jim McNabb, Public Safety Joint Communication  
Bid File

# Bid Tabulation

## 38-15JUN04 - Radio Equipment

		Industrial Communications	Wireless USA	Mo Comm. Electronics	
4.8.	Radio Equipment: ( No Substitutes Allowed)	Qty.	Price	Price	Price
4.8.1.	Radio: Motorola MTR-2000 per section 2.2	1	\$ 6,006.75	\$ 6,640.00	\$ 7,350.50
	Manufacturer:		Motorola	No Response	Motorola
	Model #:		T5766	No Response	T5766A
4.8.2.	Computer Cable per section 2.2.	1	\$ 53.70	\$ 50.00	\$ 50.00
4.8.3	Software, Radio Service	1	\$ 208.00	\$ 200.00	\$ 244.00
	Manufacturer:		Motorola	Motorola	Motorola
	Model #:		RVN4148	RVN4148	RVN4148
4.8.3.	Total (4.8.1.+4.8.2.+4.8.3.)		\$ 6,268.45	\$ 6,890.00	\$ 7,644.50
4.9.	Coop		Yes	Yes	Yes
4.10.	Describe warranty		1 year Standard Manufacture	1 Year parts and labor - see attached sheet	Per Motorola warranty
4.11.	Delivery After Receipt of Order		20 to 35 days	30 days	15 days

### **No Bids**

Batteries Plus  
Chariton Valley Tristar Communications  
BT Services  
Glen Martin Engineering

**Opened By: Alice Winkelman**  
**Recorded By: Debbie Crutchfield**  
**Date: 6/15/04**  
**Time: 10:30 a.m.**

6/21/04

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

5062

WirelessUSA

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

245-2004

### 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

JUN 23 2004

BOONE COUNTY AUDITOR

#38-15JUN04

(Enter Applicable Bid / Sole Source / Emergency Number)

Bill To Department #

Ship To Department #

Department				Account				Item Description	Qty	Unit Price	Amount
1	2	8	7	9	1	3	0 0	Motorola MTR2000 Station: T5766	1		699.00
	2	8	7	9	1	3	0 0	425-470MhZ 50100 Watt Power Option: X540	1		2295.00
1	2	8	7	9	1	3	0 0	Convotional Operation Sys Software: X597	1		2095.00
1	2	8	7	9	1	3	0 0	Base Station Operation: X622	1		0.00
1	2	8	7	9	1	3	0 0	Rack Mount Configuration: X153	1		75.00
1	2	8	7	9	1	3	0 0	Temperature Sensor: Z166	1		34.00
1	2	8	7	9	1	3	0 0	Local Test Microphone: GMN6147	1		59.00
1	2	8	7	9	1	3	0 0	Service Manual: X436	1		39.00
1	2	8	7	9	1	3	0 0	Radio Service Software: RVN4148	1		200.00
1	2	8	7	9	1	3	0 0	Cable for Radio Servc Software 3082056X02	1		50.00
1	2	8	7	9	1	3	0 0	Nominal 120 VAC Power: X121	1		0.00
CLERK'S OFFICE											
DO NOT UNSTAPLE THESE PAGES											
THE ONLY ACTION NEEDED IS TO WRITE THE JMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.											
TOTAL										5546.00	

*Handwritten signatures and initials*

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.

*Karen M. Miller*  
Requesting Official

*[Signature]*  
Auditor Approval

**PURCHASE AGREEMENT  
FOR  
RADIO EQUIPMENT**

245-2004

**THIS AGREEMENT** dated the 24 day of JUNE 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **WirelessUSA**, 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 **Radio Equipment**, County of Boone Request for Bid, bid number **38-15JUN04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions as well as the Contractor's bid response dated June 15, 2004 and executed by John M. Briggs 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 and the warranty shall continue for one year from the completion date of installation.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Radio Equipment to include all items detailed on WirelessUSA's *Equipment Proposal* to include all items EXCEPT the Battery Reverting Charger, the Cable Interface Station-Charger and the Cable Interface Battery-Charger for a total contract price of \$5,546.00. Items shall be provided 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 the County.

**4. Delivery** - Contractor agrees to deliver the items as specified within thirty (30) days after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Commission Office 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.

**WIRELESS USA**

**BOONE COUNTY, MISSOURI**

by John Bragg  
title Comm. Consultant  
address 1808 B Burkington  
Columbia Mo 65202

by: Boone County Commission  
Skip Elkin  
SKIP ELKIN, ACTING PRESIDING COMMISSIONER

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Counselor

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.)

Signature June Pitchford by KF Date 6/23/2004 Appropriation Account 1287-91300 - \$5546.00

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

June Session of the April Adjourned Term. 20 04

In the County Commission of said county, on the 24<sup>th</sup> day of June 20 04  
 the following, among other proceedings, were had, viz:

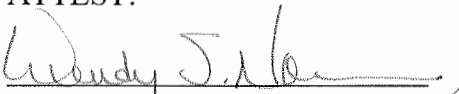
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1255-92400: Corrections – Replacement Auto	\$330.00	
1255-92300: Corrections – Replacement Machinery/Equipment		\$330.00

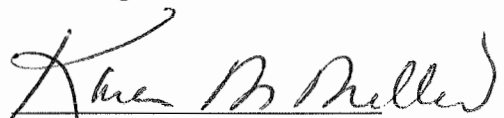
Said budget revision is for the purchase of a replacement washing machine at the Boone County Jail.


Done this 24<sup>th</sup> day of June, 2004.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

absent  
 Keith Schnarre  
 Presiding Commissioner

  
 Karel M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET REVISION

JUN 10 2004

## BOONE COUNTY, MISSOURI

BOONE COUNTY AUDITOR

2-26-04

**EFFECTIVE DATE**


**FOR AUDITORS USE**

246-2004

Department				Account				Department Name		Account Name		(Use whole \$ amounts)	
												Transfer From	Transfer To
										Decrease	Increase		
12	55			9	24	00		Corrections	Repl auto	330.00			
12	55			9	23	00		"	Repl. Mach/Equip		330.00		

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):  
 Washer in the jail went out and Per F.M. would cost aprox. \$300.00 for parts, new washer was \$329.00. Overage in repl. auto of \$2173.00 purchase washing machine

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

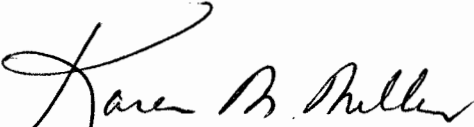
**TO BE COMPLETED BY AUDITOR'S OFFICE**

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

*Commission agenda*

  
 Auditor's Office

*absent*  
 PRESIDING COMMISSIONER

  
 DISTRICT I COMMISSIONER

  
 DISTRICT II COMMISSIONER

DIRECT MAYTAG  
2108 PARIS RD  
COLUMBIA, MO 65202  
573-474-4600

F04  
214 2213

I N V O I C E

INVOICE 16683 ACCT# 875-1111 SL# DP DEPT# LOC# W  
BOONE COUNTY SHERIFF S  
ATTN: LISA QUICK H  
2121 COUNTY DRIVE I  
COLUMBIA MO 65202 P

DATE 02/24/2004 PO/NARDA TERMS PAY METHOD ON ACCOUNT

QTY	MAKE	PRODUCT	DESCRIPTION	PRICE	EXTENSION
1	SER #	PENDING ASSIGNMENT	WASH MA ADM WHITE	329.00	329.00
	MAKE: ADM	MODEL# LNC6760B71	DELIVER DATE	2/24/2004	

SUB TOTAL 329.00 TAX DEL DISC TOTAL 329.00

WE SELL THE BEST, AND SERVICE ALL THE REST !!

T H A N K Y O U

6/16/2004

2004 CLASS 9

Dept-Account	Description	Original Budget Amount	Budget Revision Date	Budget Revision Amount	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
<b>Corrections</b>										
1255-91300	scott-o-vista full faceplate respirator - (4)	700			700			4-6-2004	669	31
	Total	700		0	700		0		669	31
1255-92300	Budget Revision moving funds from 1255-92400		6-16-2004	330	330					330
1255-92300	washing machine - (1) (added 6-16-2004)				0					0
	Total	0		330	330		0		0	330
1255-92400	vehicle - (1)	22,000			22,000	3-1, 3-24-2004	20,545			1,455
1255-92400	Budget Revision moving funds to 1255-92300		6-16-2004	(330)	(330)					(330)
	Total	22,000		(330)	21,670		20,545		0	1,125
	Total Corrections	22,700		0	22,700		20,545		669	1,486

6/16/2004

FY 2004  
Budget Amendments/Revisions  
Corrections (1255)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	3/8/2004	3528	Reimb personnel/projects	51,214		Establish budget for new full-time nurse to be reimb by Boone Hosp	
		10100	Salary & Wages	35,486			
		10110	Overtime	3,992			
		10115	Shift Differential	659			
		10120	Holiday Worked	1,552			
		10200	FICA	3,189			
		10300	Health Insurance	3,186			
		10325	Disability Insurance	192			
		10350	Life Insurance	31			
		10375	Dental Insurance	249			
		10400	Workers Comp	1,668			
		10500	401A Match Plan	550			
		48050	Cellular Telephones	460			
2	3/8/2004	1123-86850	Emergency: Contingency		2,572	Pos #599 RN (part-time) - Additional 2 hrs/week	
		10100	Salary & Wages	1,876			
		10115	Shift Differential	8			
		10120	Holiday Worked	410			
		10200	FICA	175			
		10325	Disability Insurance	11			
		10400	Workers Comp	92			
3	3/8/2004	92400	Replacement Auto/Trucks		530	Purchase digital camera - REQUEST WITHDRAWN BY SHERIFFS DEPT	
		91300	Machinery & Equipment	530			
4	4/21/2004	1123-86800	Emergency		1,383	Inmate bus transmission repair	NOT RECOMMENDED BY AUDITOR
		1255-59100	Vehicle Repairs	1,383			
5	6/10/2004	92400	Replacement Auto/Trucks		330	Purchase washing machine	
		92300	Replacement Machinery & Equip	330			

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned Term. 20 04

In the County Commission of said county, on the 24<sup>th</sup> day of June 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 Missouri Department of Transportation Highway Safety Law Enforcement Grant Applications for the Hazardous Moving Violation project and Saturations Checkpoints project.

Done this 24<sup>th</sup> day of June, 2004.

absent

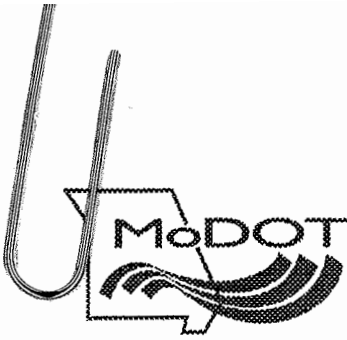
Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

ATTEST:

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



## COUNTY AUTHORIZATION

On 24 JUNE, 2004 the County Commission of BOONE  
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.  
It is further agreed the County Sheriff will investigate the possibilities of attaining  
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local  
government entity agrees to make a dedicated attempt to continue support for  
this traffic safety effort.

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
County Commissioner

absent  
\_\_\_\_\_  
Presiding Commissioner





**Highway Safety  
Law Enforcement Grant Application  
October 1, 2004 through September 30, 2005**  
(Application due by July 1)

Highway Safety Division  
P.O. Box 104808  
Jefferson City, MO 65110-4808  
1-800-800-2358 or 573-751-4161

Agency: Boone County Sheriff's Department Agency ORI#: MO 01000000

Address: 2121 County Drive Federal Tax ID#: 436000349

City: Columbia State: MO Zip: 65202 County: Boone

Phone: 573/875-1111, ext. 6201 Fax: 573/874-8953

Contact Person: Capt. Beverly Braun Email: bbraun@boonecountymmo.org

Jurisdiction: Rural Jurisdiction Population: 135454

Targeted Population: Aggressive drivers, speeders, impaired drivers  
(i.e. Speeders, Aggressive Drivers, Young Drivers)

Select a project activity for which your agency is requesting funding.

Hazardous Moving Violation

If Other, please briefly describe:

- |  |     |
|--|-----|
| 1. Does your agency have an internal safety belt policy for all personnel? | Yes |
| 2. Does your law enforcement agency have a racial profiling policy?        | Yes |
| 3. Is your law enforcement agency reporting to STARS?                      | Yes |
| 4. Is your law enforcement agency submitting UCR information?              | Yes |

**Traffic Enforcement Baseline Summary**

For most current 12-month period From: 1/1/2003 To: 12/31/2003  
DD/MM/YYYY DD/MM/YYYY

**Hazardous Moving Violations Data:**

DWI Violations	<u>120</u>
Speeding Violations	<u>945</u>
Other HMV Violations	<u>328</u>

**Occupant Restraint Violations Data:**

Child Restraint Violations	<u>35</u>
Seat Belt Violations	<u>682</u>

**Crash Data:**

# Total Crashes	<u>146</u>
# Total Fatal Crashes	<u>0</u>
# Total Injury Crashes	<u>41</u>
# Total Speed Crashes	<u>18</u>
# Speed Fatal Crashes	<u>0</u>
# Speed Injury Crashes	<u>8</u>
# Total Alcohol Crashes	<u>25</u>
# Alcohol Fatal Crashes	<u>0</u>
# Alcohol Injury Crashes	<u>13</u>

Total # of full-time Law Enforcement Officers	<u>35</u>	Total # of Radars/Lasers	<u>13</u>
Total # of full-time Patrol and Traffic Officers	<u>35</u>	Total # of In-Car Video Cameras	<u>20</u>
Total # of Officers available for overtime enforcement	<u>35</u>	Total # of PBT's	<u>3</u>
Total # of vehicles available for enforcement	<u>35</u>	Total # of Breathalyzers	<u>2</u>

T. P. Boehm

Authorizing Official

Sheriff

*T.P. Boehm*

Authorizing Official Signature

Title of Authorizing Official

## PROBLEM IDENTIFICATION

**Your Problem ID *should* very clearly indicate: *What* is the Problem? *Where* is the problem occurring? *When* is the problem occurring? *Who* and/or *What* is causing the problem? It should not explain what you plan to do to solve the problem. Use this section to also provide any *background information*—relative to traffic safety—about your community, agency, demographics, how the problem got started, etc.**

---

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 146 crashes were recorded in Boone County, 48 were speed related and 25 were alcohol related. The 48 speed related crashes, 0 were fatalities, and 8 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 (74 of the 146). 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 four 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. Operation Slow Down also gives Departmental personnel the opportunity to be in the areas where complaints are occurring and enables them to conduct some public relations within established subdivisions

**LAW ENFORCEMENT STATISTICAL DATA  
PROBLEM IDENTIFICATION**

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

Creasy Springs Road (@ 4200 vehicles daily), Old Plank Road (@ 498 vehicles daily), Obermiller Road (@ 1026 vehicles daily), St. Charles Road (@4400 vehicles daily), Rangeline Road (@ 700 vehicles daily), Prathersville Road (@ 9200 vehicles daily), New Haven Road (@ 980 vehicles daily) and Richland Road (@ 710 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
8	3	2	21	7	6	9	28	28	18	8	8		146

**Day of Week**

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Unk	Total
18	20	26	25	39	10	8		146

**Month of Year**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
15	16	6	9	16	13	11	11	21	10	12	6	146

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

ABOVE STATISTICS ARE FOR ALL COUNTY CRASHES NOT JUST FOR THE ROADS 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 5 % 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):**  
AGGRESSIVE DRIVERS, SPEEDERS AND IMPAIRED DRIVERS
2. **Enforcement Location(s):**  
BOONE COUNTY MAINTAINED ROADWAYS
3. **Number of Officers assigned to each enforcement period:**  
4
4. **Times of enforcement periods:**  
1600 - 2000
5. **Duration of each enforcement period:**  
32 HOURS
6. **Number of enforcement periods per month:**  
2
7. **Days of week selected for enforcement periods:**  
MONDAY THRU FRIDAY
8. **Months (or special event) selected for enforcement periods:**  
ALL
9. **Equipment, promotional, or supply items requested for this project:**  
ONE RADAR UNIT

## **LAW ENFORCEMENT PROJECT DESCRIPTION**

---

### **PROJECT NARRATIVE:**

**(Provide a brief description of how the above objectives will be performed. For equipment, promotional, or supply item requests, you must justify why your agency cannot furnish these items for the project and how these items will be used in this project.):**

**(Please Limit to One Page)**

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. A radar unit to use during this activity would allow Deputies without a radar unit but certified to operate one to be included in the enforcement activity. The person to whom this radar unit is assigned will also have it available to use during his/her normal shift work.

## EVALUATION

**State how your agency will evaluate the success of this project.**

---

The project coordinator will compare the final results with the results from prior program years.

In addition to the agency evaluation, the Missouri Highways and Transportation Commission (MHTC) 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
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 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.



**BUDGET PROPOSAL - \*\*CONTINUED\*\***

Budget Line Item Detail (i.e. Overtime Hours, Radar Units)	Quantity	Unit Cost	Total Per Line Item	Matching Funds	Federal Funds Requested
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
<b>TOTAL</b>			<b>\$11,663.48</b>	<b>\$1,294.79</b>	<b>\$11,663.48</b>



### Report of Additional Funding Sources

Please identify any programs for which your Agency is currently receiving State or Federal funding assistance (i.e., HIDTA, HUD, COPS, DPS, etc.):

<b>Program</b>	<b>Amount</b>	<b>Contract Begins</b>	<b>Contract Ends</b>
Missouri Department of Public Safety - Domestic Violence Grant	\$30,000.00	1/1/2004	12/31/2004
Dept. of Justice - LLEBG	\$35,373.00	10/1/2002	9/30/2004
Dept. of Justice - LLEBG	\$33,083.00	10/1/2003	9/30/2005
Dept. of Justice - Cops in Schools	\$235,666.68	9/1/2002	8/31/2005



Highway Safety Division  
P.O. Box 104808  
Jefferson City, MO 65110-4808  
1-800-800-2358 or 573-751-4161

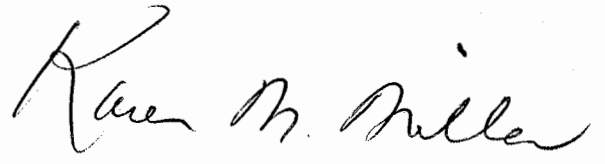
### COUNTY AUTHORIZATION

On 24 JUNE, 2004 the County Commission of BOONE  
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.  
It is further agreed the County Sheriff will investigate the possibilities of attaining  
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local  
government entity agrees to make a dedicated attempt to continue support for  
this traffic safety effort.

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
County Commissioner

absent  
\_\_\_\_\_  
Presiding Commissioner



**Highway Safety  
Law Enforcement Grant Application  
October 1, 2004 through September 30, 2005**  
(Application due by July 1)

Highway Safety Division  
P.O Box 104808  
Jefferson City, MO 65110-4808  
1-800-800-2358 or 573-751-4161

Agency: Boone County Sheriff's Department Agency ORI#: MO01000000

Address: 2121 County Road Federal Tax ID#: 436000349

City: Columbia State: MO Zip: 65202 County: Boone

Phone: 573/875-1111, ext 6201 Fax: 573/874-8953

Contact Person: Capt. Beverly Braun Email: bbraun@boonecountymo.org

Jurisdiction: Rural Jurisdiction Population: 135454

Targeted Population: Motoring public - Impaired drivers  
(i.e. Speeders, Aggressive Drivers, Young Drivers)

**Select a project activity for which your agency is requesting funding.**

Other

If Other, please briefly describe: combination Checkpoints and Saturations

- |  |     |
|--|-----|
| 1. Does your agency have an internal safety belt policy for all personnel? | Yes |
| 2. Does your law enforcement agency have a racial profiling policy?        | Yes |
| 3. Is your law enforcement agency reporting to STARS?                      | Yes |
| 4. Is your law enforcement agency submitting UCR information?              | Yes |

Traffic Enforcement Baseline Summary			
For most current 12-month period From: <u>1/1/2003</u> To: <u>12/31/2003</u>			
DD/MM/YYYY DD/MM/YYYY			
<b>Hazardous Moving Violations Data:</b>		<b>Crash Data:</b>	
DWI Violations	<u>120</u>	# Total Crashes	<u>146</u>
Speeding Violations	<u>945</u>	# Total Fatal Crashes	<u>0</u>
Other HMV Violations	<u>328</u>	# Total Injury Crashes	<u>41</u>
		# Total Speed Crashes	<u>18</u>
		# Speed Fatal Crashes	<u>0</u>
		# Speed Injury Crashes	<u>8</u>
<b>Occupant Restraint Violations Data:</b>		# Total Alcohol Crashes	<u>25</u>
Child Restraint Violations	<u>35</u>	# Alcohol Fatal Crashes	<u>0</u>
Seat Belt Violations	<u>682</u>	# Alcohol Injury Crashes	<u>13</u>
Total # of full-time Law Enforcement Officers	<u>35</u>	Total # of Radars/Lasers	<u>13</u>
Total # of full-time Patrol and Traffic Officers	<u>35</u>	Total # of In-Car Video Cameras	<u>20</u>
Total # of Officers available for overtime enforcement	<u>35</u>	Total # of PBT's	<u>3</u>
Total # of vehicles available for enforcement	<u>35</u>	Total # of Breathalyzers	<u>2</u>

T.P. Boehm  
\_\_\_\_\_  
Authorizing Official

*T.P. Boehm*  
\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Sheriff  
Title of Authorizing Official

## PROBLEM IDENTIFICATION

Your Problem ID *should* very clearly indicate: *What* is the Problem? *Where* is the problem occurring? *When* is the problem occurring? *Who* and/or *What* is causing the problem? It should not explain what you plan to do to solve the problem. Use this section to also provide any *background information*—relative to traffic safety—about your community, agency, demographics, how the problem got started, etc.

---

The problem is the number of alcohol related traffic crashes leading to injuries and fatalities. Two of the three fatality crashes that occurred in Boone County in 2002 were alcohol related. There were no fatality crashes on Boone County maintained roadways in 2003. Alcohol related crashes have been reduced through the efforts of the Sheriff's Department personnel in combination with the checkpoint and saturation programs. Of the 146 traffic crashes that occurred in Boone County 25 involved alcohol, 13 of which where one or more of the involved parties were injured. There is no one area with a significant number of alcohol related crashes. Intoxicated drivers operate motor vehicles any day of the week and any time of day.

**LAW ENFORCEMENT STATISTICAL DATA  
PROBLEM IDENTIFICATION**

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

Creasy Springs Road (@ 4200 vehicles daily), Old Plank Road (@ 498 vehicles daily), Obermiller Road (@ 1026 vehicles daily), St. Charles Road (@4400 vehicles daily), Rangeline Road (@ 700 vehicles daily), Prathersville Road (@ 9200 vehicles daily), New Haven Road (@ 980 vehicles daily) and Richland Road (@ 710 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
8	3	2	21	7	6	9	28	28	18	8	8	0	146

**Day of Week**

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Unk	Total
18	20	26	25	39	10	8		146

**Month of Year**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
15	16	6	9	16	13	11	11	21	10	12	6	146

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

THE CRASH STATISTICS ARE FOR COUNTY WIDE CRASHES NOT JUST FOR THE 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 5 % 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):**  
IMPAIRED DRIVERS ON ALCOHOL OR CONTROLLED SUBSTANCES
- 2. Enforcement Location(s):**  
BONE COUNTY MAINTAINED ROADWAYS
- 3. Number of Officers assigned to each enforcement period:**  
CHECKPOINTS - 18 (1 SUPERVISOR/17 DEPUTIES)  
SATURATIONS - 5 DEPUTIES
- 4. Times of enforcement periods:**  
2300 - 0300
- 5. Duration of each enforcement period:**  
5 HOURS
- 6. Number of enforcement periods per month:**  
1
- 7. Days of week selected for enforcement periods:**  
FRIDAY OR SATURDAY NIGHTS
- 8. Months (or special event) selected for enforcement periods:**  
MAY THRU SEPTEMBER
- 9. Equipment, promotional, or supply items requested for this project:**  
PAMPLETS FOR CHECKPOINTS, ONE IN CAR DIGITAL CAMERA SYSTEM

## **LAW ENFORCEMENT PROJECT DESCRIPTION**

---

### **PROJECT NARRATIVE:**

**(Provide a brief description of how the above objectives will be performed. For equipment, promotional, or supply item requests, you must justify why your agency cannot furnish these items for the project and how these items will be used in this project.):**

**(Please Limit to One Page)**

The Dwl program at the Boone County Sheriff's Department has been active for the past 8 years. The program has gone through several changes in this time period from a straight Checkpoint program to a Saturation program then to a combination of the two.

The DWI saturation program would have five Deputies that would be patrolling county maintained roadways where alcohol related incidents have occurred. Deputies will stop vehicles in an effort to remove impaired driver's from roadways in Boone County. Three saturations would be conducted within the county consisting of five Deputies working for five hours. The saturation would have a one hour briefing then begin the actual saturation.

The DWI checkpoint program has been adapted to meet the goals of removing impaired driver's from county maintained roadways. Two checkpoints would be conducted on roadways in Boone County. One checkpoint would be on Prathersville Road in the 1300 block checking both directions and the second activity would be on Highway 763 in the 5200 block checking north bound traffic. These two locations have historically been areas where alcohol related incidents have been encountered, intoxicated subjects being contacted by Law Enforcement, alcohol related crashes or disturbances involving alcohol. The checkpoints would have 18 Deputies which would include 1 supervisor and 17 Deputies working various positions at the checkpoint. The checkpoint personnel would be in service for a briefing from 2200 hours till 2300 hours then the actual checkpoint operation would be from 2300 hours till 0300 hours. A Drug Recognition Expert would be available to conduct evaluations on controlled substances. I would request all personnel working the checkpoint be paid through the grant.

The Boone County Sheriff's Department would also request 1 Monile Vision in-car digital camera system to assist in the apprehension and conviction of Impaired Drivers. The Boone County Sheriff's Department has tax money available but this money is currently being utilized to hire more personnel and replace out dated equipment.

## EVALUATION

**State how your agency will evaluate the success of this project.**

---

The program coordinator will look at the results of the checkpoints and also the saturations and compare the results to the previous years programs

**In addition to the agency evaluation, the Missouri Highways and Transportation Commission (MHTC) 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**
- 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 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.**





**BUDGET PROPOSAL - \*\*CONTINUED\*\***

Budget Line Item Detail (i.e. Overtime Hours, Radar Units)	Quantity	Unit Cost	Total Per Line Item	Matching Funds	Federal Funds Requested
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
<b>TOTAL</b>			<b>\$13,303.68</b>	<b>\$991.35</b>	<b>\$13,303.68</b>



# CERTIFIED COPY OF ORDER

248 -2004

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned Term. 20 04

In the County Commission of said county, on the 24<sup>th</sup> day of June 20 04  
the following, among other proceedings, were had, viz:

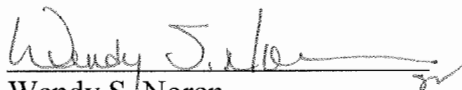
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1123-86800: Emergency	\$1,140.00	
1190-71100: Non- Departmental – Outside Services		\$1,140.00

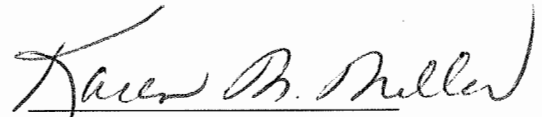
Said budget revision is for real estate appraisal.


Done this 24<sup>th</sup> day of June, 2004.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# REQUEST FOR BUDGET REVISION

## BOONE COUNTY, MISSOURI

06/17/04

EFFECTIVE DATE

FOR AUDITORS USE

248-2004

Department				Account					Department Name	Account Name	(Use whole \$ amounts)		
											Transfer From	Transfer To	
											Decrease	Increase	
1	1	2	3	8	6	8	0	0	Emergency			1,140.00	
1	1	9	0	7	1	1	0	0	Non Dpt Outside Serv				1,140.00

RECEIVED  
JUN 17 2004  
BOONE COUNTY AUDITOR

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): **An appraisal of real estate of the Commerical Building, located at 217 N. Ninth St.**

*real estate appraisal*

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):

*Cathy D Richards*  
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:

*Commissioner Agenda*

*[Signature]*  
Auditor's Office

*absent*  
PRESIDING COMMISSIONER

*Karen B Miller*  
DISTRICT I COMMISSIONER

*[Signature]*  
DISTRICT II COMMISSIONER

# CERTIFIED COPY OF ORDER

249 -2004

STATE OF MISSOURI }  
County of Boone } ea.

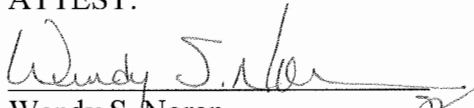
June Session of the April Adjourned Term. 20 04

In the County Commission of said county, on the 24<sup>th</sup> day of June 20 04  
the following, among other proceedings, were had, viz:

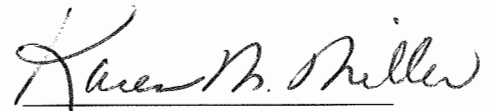
Now on this day the County Commission of the County of Boone does hereby receive and accept Bow and Arrow Subdivision Plat. It is further ordered that the Acting Presiding Commissioner be hereby authorized to sign said plat.

Done this 24<sup>th</sup> day of June, 2004.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner