STATE OF MISSOURI

ea.

June Session of the May Adjourned

Term. 20 03

County of Boone

ity of boone

5th day of

June

20 03

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

In the County Commission of said county, on the

Now on this day the County Commission of the County of Boone does hereby authorize the disposal of eight (8) P100 Motorola portable radios and transfer said radios to Harrisburg R-VII Schools. It is further ordered that the Presiding Commissioner be hereby authorized to sign said disposal request forms.

Done this 5th day of June, 2003.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Keith Schnarre

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

Boone County Purchasing

Marlene Ridgway
Buyer



601 E.Walnut, Room 209 Columbia, MO 65201 (573) 886-4392

286-2003

MEMORANDUM

TO:

Boone County Commission

FROM:

Marlene Ridgway MAR

RE:

Surplus Items

DATE:

May 29, 2003

The Sheriff's Department is requesting disposal of 8 P100 Motorola portable radios and to be allowed to transfer these radios to the Harrisburg R-VII Schools. These are in addition to the 7 previously disposed of in April. The Sheriff's Department has replaced these radios with Motorola HT1000s.

The disposal forms are attached.

muline

BOONE COUNTY SHERIFF'S DEPARTMENT INTER-OFFICE MEMORANDUM

DATE:

May 28, 2003

TO:

Auditor, Purchasing and County Commission

FROM:

Capt. Beverly Braun

SUBJECT: Outdated radios

I am attaching 8 of the "Request for Disposal of County Property" forms for outdated P100 Motorola Portable radios. I am requesting that we be allowed to transfer these additional 8 outdated radios to Harrisburg R-VIII schools. Our School Resource Officer, Mark Sullivan is working with Bill View, the superintendent on security measures that need to be implemented. Communications is an area that needs to be enhanced.

We are currently using HT1000 in both enforcement and jail. The P100 and P200 portables only have the 2 channels and have been taken out of service.

Harrisburg is one of the municipalities that do not have law enforcement and rely on our department. Mark Sullivan is providing both the school law enforcement as well as the community activity as is necessary.

Please let me know as soon as possible if we can make this equipment transfer. Thank you.

DATE: 5/28/03					5701	
DESCRIPTION: Mor	torola P100 Radios	Se	1#	759F1	J1668	
REQUESTED MEAN	IS OF DISPOSAL:	TRANSFER				
OTHER INFORMAT Officer to allow him a					at the request of our School Resource ngs.	
CONDITION OF ASS portable radios to all of					s. We are currently issuing HT 1000	
REASON FOR DISPO	OSITION: See above					
DESIRED DATE FOI				0	0	
DEPARTMENT: Boo	one County Sheriff's I	Dept. SIGN	ATURE	\$.V	Drav	
- AUDITOR	an and a face of the good part and the good and good an				· · · · · · · · · · · · · · · · · · ·	
ORIGINAL PURCHA	SE DATE					
ORIGINAL COST ORIGINAL FUNDING	G SOURCE			TRANSF	ER CONFIRMED	
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COUNTY COMMIS	SION / COUNTY	CLERK				
APPROVED DISPOS	AL METHOD:					
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	LOCATION WI	THIN DEPART	MENT_			
TRADE						_
COMMISSION ORDE						

DATE: 5/28/03	FIXED ASSET TAG NUMBER: UNKnown
DESCRIPTION: Mot	FIXED ASSET TAG NUMBER: UNKnown Let # 759 FPG 130 0 orola P100 Radios
REQUESTED MEAN	S OF DISPOSAL: TRANSFER
	ON: We are requesting to transfer to Harrisburg Schools at the request of our School Resource and the teachers/principals to communicate between buildings.
	ET: Technology is outdated. These radios are 2 channels. We are currently issuing HT 1000 fficers. The radios cost more to repair than to replace.
REASON FOR DISPO	SITION: See above
	ASSET REMOVAL TO STORAGE: N/A
DEPARTMENT: Book	ne County Sheriff's Dept. SIGNATURE D. Du
- AUDITOR	
	SE DATE
ORIGINAL COST ORIGINAL FUNDING	SOURCE TRANSFER CONFIRMED_
COUNTY COMMISS	SION / COUNTY CLERK
APPROVED DISPOSA	L METHOD:
TRANSFER	DEPARTMENT NAMENUMBER
	LOCATION WITHIN DEPARTMENT
	INDIVIDUAL
TRADE	AUCTIONSEALED BIDS
OTHER EX	(PLAIN
COMMISSION ORDER	RNUMBER

DATE: 5/28/03	FIXED ASSET TAG NUMBER: Unlivo
	See # Lig has come off.
DESCRIPTION: Motor	rola P100 Radios
REQUESTED MEANS	OF DISPOSAL: TRANSFER
	N: We are requesting to transfer to Harrisburg Schools at the request of our School Resource I the teachers/principals to communicate between buildings.
	T: Technology is outdated. These radios are 2 channels. We are currently issuing HT 1000 icers. The radios cost more to repair than to replace.
REASON FOR DISPOS	SITION: See above
	ASSET REMOVAL TO STORAGE: N/A
DEPARTMENT: Boon	e County Sheriff's Dept. SIGNATURE SIGNATURE
<u>AUDITOR</u>	
ORIGINAL PURCHASI	E DATE
	SOURCE TRANSFER CONFIRMED
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COUNTY COMMISSI	ON / COUNTY CLERK
APPROVED DISPOSAI	_ METHOD:
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	LOCATION WITHIN DEPARTMENT
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COMMISSION ONDER	

DATE: 5/28/03	FIXED ASSET TAG NUMBER: 6277
	FIXED ASSET TAG NUMBER: 6277 Der# 759 FNQ 1321
DESCRIPTION: Motor	orola P100 Radios
REQUESTED MEAN	S OF DISPOSAL: TRANSFER
	ON: We are requesting to transfer to Harrisburg Schools at the request of our School Resource and the teachers/principals to communicate between buildings.
	ET: Technology is outdated. These radios are 2 channels. We are currently issuing HT 1000 fficers. The radios cost more to repair than to replace.
REASON FOR DISPO	SITION: See above
	ASSET REMOVAL TO STORAGE: N/A
DEPARTMENT: Book	ne County Sheriff's Dept. SIGNATURE & SIGNATURE
AUDITOR	
ORIGINAL PURCHAS	SE DATE
ORIGINAL FUNDING	SOURCE TRANSFER CONFIRMED
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COUNTY COMMISS	ION / COUNTY CLERK
APPROVED DISPOSA	AL METHOD:
TRANSFER	DEPARTMENT NAMENUMBER
	LOCATION WITHIN DEPARTMENT
	INDIVIDUAL
TRADE	AUCTIONSEALED BIDS
OTHER EX	KPLAIN
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DATE: 5/28/03	F	FIXED ASSET TAG N	UMBER: 759 F	UNKNOW INQ 1323	
DESCRIPTION: Moto		, ,		• /	
REQUESTED MEANS	S OF DISPOSAL: T	RANSFER			
OTHER INFORMATION Officer to allow him an				the request of our School Resource s.	
CONDITION OF ASSI portable radios to all of				We are currently issuing HT 1000	
REASON FOR DISPO	SITION: See above				
DESIRED DATE FOR			1		
			<i>B.</i> L	Brau	-
- AUDITOR					
ORIGINAL PURCHAS	E DATE				
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COUNTY COMMISS	ION / COUNTY CL	ERK			
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OTHER EX	PLAIN				
COMMISSION ORDER	R NUMBER		1		

DATE: 5/28/03	FIXED ASSET TAG NUMBER: Unknown
	FIXED ASSET TAG NUMBER: Unknown South Unknown & Lus Came of prola P100 Radios
DESCRIPTION: Moto	orola P100 Radios
REQUESTED MEANS	S OF DISPOSAL: TRANSFER
	ON: We are requesting to transfer to Harrisburg Schools at the request of our School Resource and the teachers/principals to communicate between buildings.
Officer to allow little at	at the teachers/principals to communicate between buildings.
CONDITION OF ASS	ET: Technology is outdated. These radios are 2 channels. We are currently issuing HT 1000
	ficers. The radios cost more to repair than to replace.
REASON FOR DISPO	SITION: See above
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	ASSET REMOVAL TO STORAGE: N/A
DEPARTMENT: Boot	ne County Sheriff's Dept. SIGNATURE D. SIGNATURE
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this time you have not one	
AUDITOR	
ORIGINAL PURCHAS	E DATE
ORIGINAL COST	SOURCE TRANSFER CONFIRMED
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COUNTY COMMISS	ION / COUNTY CLERK
APPROVED DISPOSA	L METHOD:
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	LOCATION WITHIN DEPARTMENT
	INDIVIDUAL
TRADE	AUCTIONSEALED BIDS
OTHER EX	TPLAIN
COMMISSION ORDER	RNUMBER

DATE: 5/28/03	Sent 759 FNQ 1324
DESCRIPTION: Mot	
REQUESTED MEAN	S OF DISPOSAL: TRANSFER
	ON: We are requesting to transfer to Harrisburg Schools at the request of our School Resource and the teachers/principals to communicate between buildings.
	ET: Technology is outdated. These radios are 2 channels. We are currently issuing HT 1000 fficers. The radios cost more to repair than to replace.
REASON FOR DISPO	SITION: See above
	ASSET REMOVAL TO STORAGE: N/A
DEPARTMENT: Boo	ne County Sheriff's Dept. SIGNATURE
- AUDITOR	
	SE DATE
	SOURCE TRANSFER CONFIRMED
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COUNTY COMMISS	ION / COUNTY CLERK
APPROVED DISPOSA	L METHOD:
TRANSFER	DEPARTMENT NAMENUMBER
	LOCATION WITHIN DEPARTMENT
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TRADE	AUCTIONSEALED BIDS
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COMMISSION ORDER	R NUMBER

DATE: 5/28/03	Ser # has come of.
	Ser # has come off.
DESCRIPTION: Motor	ola P100 Radios
REQUESTED MEANS	OF DISPOSAL: TRANSFER
	N: We are requesting to transfer to Harrisburg Schools at the request of our School Resource the teachers/principals to communicate between buildings.
	Γ: Technology is outdated. These radios are 2 channels. We are currently issuing HT 1000 cers. The radios cost more to repair than to replace.
REASON FOR DISPOS	ITION: See above
DESIRED DATE FOR A	ASSET REMOVAL TO STORAGE: N/A
DEPARTMENT: Boone	County Sheriff's Dept. SIGNATURE SIGNATURE
- AUDITOR	
	DATE
ORIGINAL COST ORIGINAL FUNDING S	SOURCE TRANSFER CONFIRMED
-	
COUNTY COMMISSION	ON / COUNTY CLERK
APPROVED DISPOSAL	METHOD:
TRANSFER	DEPARTMENT NAMENUMBER
	LOCATION WITHIN DEPARTMENT
	INDIVIDUAL
TRADE	AUCTIONSEALED BIDS
OTHER EXF	PLAIN
COMMISSION ORDER	NUMBER

STATE OF MISSOURI

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June Session of the May Adjourned

Term. 20 ()3

County of Boone

In the County Commission of said county, on the

5th day of

June

0 03

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

Now on this day the County Commission of the County of Boone does hereby authorize the disposal of surplus property to Kemper Auction as listed on the June 2, 2003 memo from the Purchasing Department. The County Commission does hereby authorize the disposal of a 1994 Dodge Spirit (fixed asset tag # 8586) through Rangeline Auction. It is further ordered that the Presiding Commissioner be hereby authorized to sign said disposal request forms.

Done this 5th day of June, 2003.

ATTEŞT:

Wendy S. Noren

Clerk of the County Commission

Keith Schnarre

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

Boone County Purchasing

Marlene Ridgway Buyer



601 E.Walnut, Room 209 Columbia, MO 65201 (573) 886-4392

MEMORANDUM

TO:

Boone County Commission

FROM:

Marlene Ridgway \(\triangle \triangle \).

RE:

Surplus Items

DATE:

June 2, 2003

The following items have been identified as surplus. To date, there has not been any interest in any of these items. We are requesting approval for disposal through Kemper Auction Service.

Item#	Description	Condition	Office/Department
4029	3M EF Document Camera-Microfilmer	Poor	NF/1221
1925	Brown Metal Forms Cabinet	Fair	NF/1221
10246	Blue Task Chair	Poor	NF/1221
No Tag	Laminated Typewriter Table	Poor	NF/1221
No Tag	Box of Miscellaneous office supplies	Good	NF/1221
No Tag	2 Keyboard Trays	Fair	NF/1221
10563	Wooden Bench	Poor	NF/1251
10561	Wooden Bench	Poor	NF/1251
No Tag	Countertops	Fair	NF/1242
No Tag	Kitchen Cabinets	Fair	NF/1242
No Tag	Countertops	Fair	NF/1242
4373	Brown Chair	Poor	NF/1241
4872	Chair	Poor	NF/1241
5388	Wood Resident Desk	Fair	NF/1242
No Tag	Laminated 2 shelf book case	Fair	NF/1242
9320	Blue Task Chair	Poor	NF/1221
1928	Metal cabinet 2 doors 42" h x 36 W	Fair	NF/1221
No Tags	2 P100 Motorola Portable Radios	Poor	Sheriff Dept

We are also asking for approval to dispose of a 1994 Dodge Spirit fixed asset tag number 8586 through Rangeline Auction. This vehicle was replaced by a 2003 Chevrolet Impala purchased for the Juvenile Justice Center.

STATE OF MISSOURI

ea.

June Session of the May Adjourned

Term. 20 03

County of Boone

In the County Commission of said county, on the

5th day of

June

20 03

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

Now on this day the County Commission of the County of Boone does hereby approve the Proposal for Consultant Services with Terracon Consultants, Inc for Geotechnical Engineering Services for the Acton Road Slope Failure Project. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 5th day of June, 2003.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES 288-2003

Effective the 5 day of ONE, 2003, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: Terracon Consultants, Inc.

Project/Work Description: Geotechnical Engineering Services, including related subcontracts: Acton Road Slope Failure Project

Proposal Description: (identify proposal by date, person issuing proposal and attach a copy of proposal) See proposal letter To Boone County Public Works, attention David Nichols dated 5/23/2003 submitted by Eric Lidholm,.

Modifications to Proposal: (identify any modifications or attach correspondence modifying proposal, or show as not applicable) Geotechnical engineering, subcontract excavation and surveying fees and expenses shall not exceed \$15,500.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

CONSULTANT	BOONE COUNTY, MISSOURI
ByTitle	By Tutt) Chuane Presiding Commissioner
Dated:	Dated: 5 JUNE 2003
APPROVED AS TO FORM: County Councilor	ATTEST: County Clerk County Clerk
APPROVED. Director, Boone County Public Works	CERTIFICATION: I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract. Auditor Date

May 23, 2003

Boone County Public Works 5551 Highway 63 South Columbia, MO 65201 Terracon
3601 Moiave Court, Suite A

3601 Mojave Court, Suite A Columbia, Missouri 65202 (573) 214-2677 Fax: (573) 214-2714

Attention:

Mr. David Nichols, P.E.

PHN: 573.449.8515 FAX: 573.875.1602

Regarding:

Proposal for Geotechnical Engineering Services

Acton Road Slope Failure

Easley, Missouri

Proposal Number D0903150

Dear Mr. Nichols:

Terracon is pleased to submit our proposal for geotechnical engineering services to analyze the slope failure that has occurred on Acton Road in southern Boone County and to develop recommendations for stabilization of the slope and reconstruction of the failed segment of the road.

In the vicinity of the slope failure, Acton Road has an north-east / south-west alignment and is situated some 15 to 20 feet above Bonne Femme Creek which lies east of, and adjacent to the road. The gravel road typically parallels the creek at this location. The slope between the road and creek below is steep and wooded. Above the road at the eastern end of the slope failure, a timbered hillside rises to the north. At the western end of the slope failure, the road is bordered by a rolling pasture.

During our site visit on May 22, 2003, we observed the slope failure which extends through the eastern portion of Acton Road down to the Bonne Femme Creek below. The length of the slope failure along the road alignment is approximately 150 feet. The vertical scarp at the top of the failed slope has a height of approximately 7 to 9 feet and the displaced road surfacing, earth, rock, trees and debris now lie on the disturbed and irregular surface extending down to the creek. Seepage was observed above the toe of the slope, immediately adjacent to the failure zone.

The slope failure appears to have occurred in an area where a side-hill fill was constructed adjacent to Bonne Femme Creek.

Terracon recommends that an engineering analysis be performed on the slope failure to evaluate subsurface conditions and provide a basis for developing remedial measures to stabilize the slope. The engineering analysis would involve, but not necessarily be limited to the following services:

- Borings to evaluate soil and rock conditions
- Installation of piezometers (wells) to measure groundwater levels
- Laboratory tests to evaluate the engineering properties of the fill, native soils and rock
- Surveying to provide a detailed topographic plan of the slope failure and surrounding areas. Surveying services would be performed by others and is included in the scope of our proposal.

May 23, 2003 Acton Road Slope Failure Easley, Missouri Proposal Number D0903150 Page 2

- Slope stability analyses to determine the magnitude of forces causing and resisting the failure.
- Analysis and development of possible methods to stabilize the slope. Potential remedial measures would be described in the report of our analysis.
- Engineering design of remedial measures and development of plans, specifications and cost estimates.

SCOPE OF SERVICES

Preliminary Subsurface Exploration – Three (3) to five (5) borings are planned in the area of the slope failure. Three (3) of the borings are planned in the existing pavement located up-slope of the failure.

Two (2) borings will be on the failure scarp if access to the failed slope can be provided. This proposal includes bulldozer or track-hoe services to gain access to these locations.

Soil borings are expected to extend to approximate depths of 20 to 30 feet below existing grades, or to auger refusal, whichever is shallowest. Samples of the soils will be obtained using split-barrel samplers and thin-walled tubes, where possible. Soil sampling will be performed at close intervals in the borings. Borings not provided with instrumentation will be backfilled with cement grout on completion of drilling and water level observations.

Subsurface conditions may be encountered which would merit alteration of the exploration program described above. We will contact you to authorize alterations that would substantially increase the fee estimate.

Laboratory Evaluations - In the laboratory, water content, dry density, unconfined compression and calibrated penetrometer tests will be performed on representative samples extracted from the thin-walled tubes. Water content and calibrated penetrometer tests will be performed on split spoon samples where appropriate. Samples will be visually classified in accordance with the Unified Soil Classification System (USCS).

We plan to perform Atterberg Limits tests to determine index properties of the site soils. Triaxial compression and/or direct shear tests may also be performed to evaluate the shear strength parameters of the site soils if suitable undisturbed samples can be obtained.

Engineering Report - After completion of the field and laboratory testing programs, the data and conditions will be analyzed and a report will be prepared by or under the supervision of a registered professional engineer. This report will contain a description of the project, a summary of the drilling, sampling, and testing procedures; logs of the borings and laboratory test results; and our analyses and recommendations concerning the geotechnical aspects of the project.

Site Access, Boring Locations, Surveying Services - This proposal is based on layout and elevations of the borings by Terracon personnel from available site features and all boring locations being accessible to track-mounted drilling equipment. We have included an estimate of \$2300 in our proposal for subcontractor assistance in providing access for our truck mounted

May 23, 2003 Acton Road Slope Failure Easley, Missouri Proposal Number D0903150 Page 3

drilling rig and/or performing test pits in the failure zone. We have also included an estimate of \$3450 for surveying services to be provided by Trabue Hansen & Hinshaw, Inc.

Fee Structure and Conditions - We agree to perform the above-described exploration, laboratory testing and geotechnical engineering services in accordance with the attached fee schedule rates. We estimate our fees will not exceed \$ 15,500 to complete these services. Conditions could be encountered that would increase these fees. The fees discussed above are valid for 30 days from the date of this proposal. The billing for our services will be directed to Mr. David Nichols, P.E. of Boone County Public Works. This proposal is prepared for the exclusive use of the client for specific application to the project discussed herein and has been prepared in accordance with generally accepted geotechnical engineering practices within the constraints of the client's directive. The Terms and Conditions of this proposal are included in our annual contract with Boone County Public Works and will be in force for these services.

To execute this agreement, please sign and return one copy of this proposal to our office at the above captioned address. If you have any questions, please contact us.

Sincerely, Terracon	PROPOSAL ACCEPTED BY:
Eric H. Lidholm, P.E. Missouri: E-23265 Office Manager	Client Name (print or type)
	By: (signature)
	(print or type signer's name)
enclosures	Date:

Terracon

PROFESSIONAL SERVICE FEE SCHEDULE

FIELD EXPLORATION

Mobilization of Truck-mounted Drill Rig and 2-man crew	2.50/mile (225.00 minimum)
Mobilization of Track-mounted Drill Rig and 2-man crew	3.50/mile (350.00 minimum)
Support Vehicle	70.00/day
Support Various	, 5,00,000
Auger drilling and sampling using either split-barrel or	
thin-walled tube samplers at 5-foot intervals in soil	
Truck Mounted Drill Rig and 2-man crew	175.00/hour
rruck Mounted Dhir Rig and Z-man Gew	175.00/110ui
A consideration and appealing using either pulit housel or	,
Auger drilling and sampling using either split-barrel or	
thin-walled tube samplers at 5-foot intervals in soil	
and NX coring in rock.	475 00/h
Truck or Track Mounted Drill Rig and 2-man crew	
Track Mounted Drill Rig Surcharge	
Pressure Meter, Cone Penetration and other Specialized In-Situ Tests	
Cone Penetrometer Calibration	
Cone Penetrometer Equipment Rental	
Per diem	
Supplies, Surveying, and Bulldozer/Track-hoe Assistance	cost plus 15%
LABORATORY SOIL TESTING	·
Water Content Test	. 7.00/test
Dry Density Determination	
Unconfined Compression Test	
With Stress Strain Curve.	
Hand Penetrometer Test	
Visual USCS Classification	
Atterberg Limits Test	
Sieve Analysis (Washed over #200 sieve)	65.00/test
Hydrometer Analysis (Vasineu Veil #200 slevo)	
Combined Analysis (Hydrometer and Sieve)	
Specific Gravity Determination	
Organic Tests (By Heating)	
pH Tests	
Swell Test - 1 pressure	
Swell Test - 3 pressures	
Consolidation Test with Pressure-Void Ratio Curve (One Load/Unload Cycle)	
Plotted Time Curves	
Each Additional Load/Unload Cycle	
Unconsolidated Undrained Triaxial Compression Test (Per Mohrs Circle)	
Consolidated Undrained Triaxial Compression Test (Per Mohrs Circle)	
Sample Preparation for Triaxial Compression Tests (Remolded Samples)	
Standard Proctor Test	
Modified Proctor Test	
Laboratory CBR Test (Per Point)	
Shelby Tube Extrusion	. 10.00/each
Stratification of Boring Logs	. 60.00/hour
PROFESSIONAL STAFF	
PROFESSIONAL STAFF	
Principal	
Senior Project Manager	
Senior Project Engineer/Geologist	
Project Engineer/Geologist	
Field Engineer II/Geologist II	
Field Engineer I/Geologist I	50.00/hour
Engineering Technician	
Secretary/Word Processing	30.00/hour
Additional Copies	
Faxed Report (on request)	
Transportation charges, private car or company vehicle (beyond Columbia city limits)	0.42/mile

5/28/2003

DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

7834

ERRACON	امم
ENDOR NAME	W

PHONE #

VENDOR NO.

PO BOX 931277

ADDRESS

KANSAS CITY

CITY

MO 64193-1277

STATE ZIP

					288-2003
	BID DOCU This field MUST be completed to demonstrate Refer to RSMo 50.660, 50.753-50.790	com	pliance with statutory bidding		ements.
	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)	Tra	nsaction Not Subject To Biddi Utility Travel Dues Refund Cooperative Agreement Other (Explain):	ng For	The Following Reason: Training Pub/Subscriptions Required Gov Payment Agency Fund Distribution
#	(Enter Applicable Bid / Sole Source / Emergency Number)		8 u 1		

Bill To Department # 2045

Ship To Department # 2045

. 2013						- (<u></u>						
П	Department Account				ccol	unt		Item Description	Qty	Unit Price	Amount		
	0	4	5		7	1	1	0	2	Geotechnical Serives - ACTON Road	1		15,500
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										— CLERK'S OFFICE —			
ļ										*DO NOT UNSTAPLE THESE PAGES			
										*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.			
<u></u>													

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.

Auditor Approval

STATE OF MISSOURI

ea.

June Session of the May Adjourned

Term. 20 03

County of Boone

In the County Commission of said county, on the

5th day of

June

0 03

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

Now on this day the County Commission of the County of Boone does hereby approve the attached legal description of Roger I. Wilson Memorial Drive right-of-way realignment.

Done this 5th day of June, 2003.

Keith Schnai

Presiding Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin



Boone County Public Works

Memorandum

289-2003

DATE:

June 2, 2003

TO:

Keith Schnarre, Presiding Commissioner

Karen M. Miller, Associate Commissioner, District I Skip Elkin, Associate Commissioner, District II

FROM:

David Piest

SUBJECT:

Roger I. Wilson Memorial Drive realignment

Included is a proposed realignment of part of the right-of-way (R/W) for Roger I. Wilson Memorial Drive. This includes an elimination of part of the existing R/W.

In an attempt to minimize the amount of land for R/W and to more properly align it, the changes as shown on the accompanying drawing are proposed.

The hachured area (long and skinny) is currently part of the R/W and actually includes a portion of one of the buildings at the JJC, marked garage. At the north end is an "L" shaped area (lying down) that serves no R/W purpose. It is proposed that the county take back both of these sections from the R/W.

A legal description to be used by the Commission if they wish has been prepared, and can be modified to fit any decision the Commission may choose.

Realignment of ROGER I. WILSON MEMORIAL DRIVE

A tract of land in the Southeast 1/4 of Section 19 and in the Northeast 1/4 of Section 30, both in Township 49 North, Range 12 West, being part of that land described by the Deed recorded on Book 90, Page 581 of the records of Boone County, and being described as follows:

Starting at the Southeast Corner of said Section 19, as shown on the plat of survey recorded in Book 1196, Page 446 of said records and described by M. L. S. Doc. #600-31080; thence along the south line of said Section 19 as shown on said plat of the survey N89° 03' 26"W 844.17 feet to the west line of the right-of-way at 186.45 feet right of station 905+46.21 of the centerline of Route 63, as shown on the plans for Job No. 5-P-63-46 of the Missouri Department of Transportation, and as shown on said plat of survey, being the point of beginning;

From the point of beginning and along the west line of said right-of-way and the lines of the land shown by said plat in Book 1196, Page 446:

S16° 14' 23"E 457.93 feet to 125.00 feet right of station 910+00 of said centerline; S8° 31' 40"E 440.89 feet to 125 feet right of station 914+40.89 of said centerline; and S12° 39' 17"E 454.69 feet to the southeast corner of lands shown by the surveys recorded in Book 767, Page 785 and in Book 1196, Page 466, both of the records of said county;

thence, leaving the west line of said right-of-way and along the south line of said lands shown by said plats in Book 767, Page 785 and Book 1196, Page 466, N88° 39' 52"W 103.06 feet; thence with the following courses as shown on said plat recorded in Book 1196, Page 466:

N12° 39' 17"W 433.38 feet to an iron pin; N8° 31' 40"W 437.75 feet to an iron pin; N16° 14' 23"W 492.15 feet to an iron pin; N0° 16' 11"E 431.82 feet to an iron pin; N8° 31' 40"W 386.33 feet to an iron pin; N15° 22' 14"W 497.24 feet to an iron pin; and N15° 47' 37"W 178.33 feet to an iron pin;

thence leaving the courses as shown on the plat recorded in Book 1196, Page 466, continuing N15° 47' 37"W 172.58 feet; thence N20° 58' 28"W 306.50 feet; thence N42° 47' 45"W 912.00 feet to an existing iron pin shown by the last said plat as being S88° 07' 38"E 488.56 feet, S0° 50' 32"W 80.29 feet, and S89° 09' 28"E 188.32 feet from the northwest corner thereof; thence N0° 38' 11"W 53.31 feet to the south line of the right-of-way for the

Missouri Department of Transportation's right-of-way along Prathersville Road at 56.35 feet left of the centerline of Prathersville Road; thence along said south line of the right-of-way:

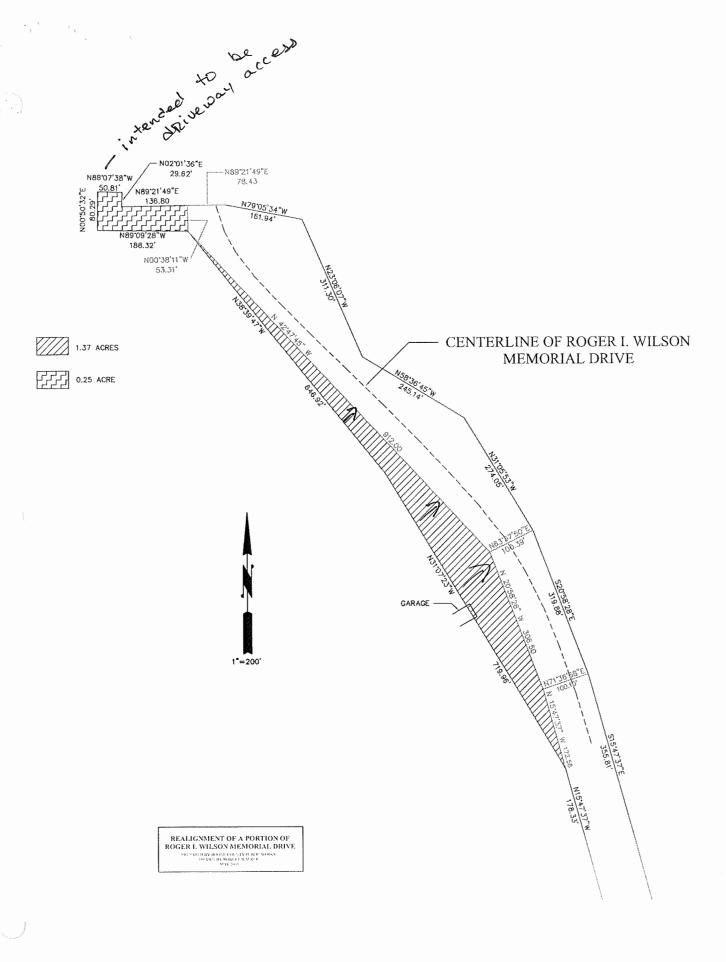
N89° 21' 49"E 78.43 feet to 60 feet left of station 16+35 of said centerline; and S79° 05' 34"E 161.94 to 85.00 feet left of station 18+50 of said centerline;

thence along the hereinbefore said west line of the right-of-way for Route 63:

S23° 06' 07"E 311.30 feet to 480.00 feet right of station 879+65 of said centerline; S58° 36' 45"E 245.14 feet to 340.00 feet right of station 882+00 of said centerline; S31° 05' 53"E 274.05 feet to 280.00 feet right of station 885+00 of said centerline; S20° 58' 28"E 319.88 feet to 230.00 feet right of P.T. station 888+47.05 of said centerline;

S15° 47' 37"E 355.81 feet to 185.00 feet right of station 892+00 of said centerline; S15° 22' 14"E 503.59 feet to 125.00 feet right of station 897+00 of said centerline; S8° 31' 40"E 400.00 feet to 125.00 feet right of station 901+00 of said centerline; S0° 16' 11"W 425.00 feet to 190.00 feet right of station 905+20 of said centerline; and S16° 14' 23"E 26.45 feet to the point of beginning.

It is intended that this described tract become the right-of-way for that portion of ROGER I. WILSON MEMORIAL DRIVE lying within the Southeast 1/4 of Section 19, Township 49 North, Range 12 West, upon presentation to and acceptance by the Boone County Commission, and that all previously described right-of-way for this section of ROGER I. WILSON MEMORIAL DRIVE will be superceded by this described tract.



STATE OF MISSOURI

ea.

June Session of the May Adjourned

Term. 20 ()3

County of Boone

In the County Commission of said county, on the

5th day of

June

20 03

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 Certificate of Indirect Costs – A Cost Allocation Plan with Maximus.

Done this 5th day of June, 2003.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

CERTIFICATE OF INDIRECT COSTS

This is to certify that I have reviewed the indirect cost rate plan submitted herewith and to the best of my knowledge and belief.

- (1) All costs included in this plan dated ________ to establish cost allocations or billings for the period from January 1, 2004 to December 31, 2004, are allowable in accordance with the requirements of the Federal awards(s) to which they apply and OMB Circular A-87, "Cost Principles for State and Local Governments." Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.
- (2) All costs included in this proposal are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Signature:

Name of Official: KEITH SCHNARRE

Title: PRESIDING COMMISSIONER

Date of Execution: 5 JUNE ZOO3

STATE OF MISSOURI **County of Boone**

June Session of the May Adjourned

Term. 20 03

In the County Commission of said county, on the

 5^{th} day of

June

03 20

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

Now on this day the County Commission of the County of Boone does hereby approve the E911 equipment maintenance agreement between Boone County E911 and CenturyTel. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 5th day of June, 2003.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Keith Schnarre

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

MAINTENANCE AGREEMENT 004-013-1300

The undersigned BOONE COUNTY E911 hereinafter called "Customer," hereby orders maintenance service from CenturyTel, hereinafter called "The Telephone Company" who hereby agrees to furnish such service upon the terms and conditions below, for the equipment located at Customer premise as described in Schedule A attached hereto.

- 1. TERMS AND RENEWAL. This Agreement shall be effective for a period of 12 months commencing APRIL 1st, 2003' and terminating MARCH 31st, 2004' and shall automatically renew itself for successive one (1) year periods thereafter, until terminated in writing as provided herein. Each renewal of this maintenance Agreement shall be upon the same terms and conditions herein contained except that the service fee due The Telephone Company for each renewal year shall be at the rate then being charged by The Telephone Company for similar maintenance services. Either party may terminate this Agreement by giving the other party written notice of termination thirty (30) days prior to anniversary date.
- 2. SERVICE FEES AND ADDITIONAL CHARGES. Customer agrees to pay The Telephone Company ANNUALLY, in advance, a service fee of \$33,501.60 for the term of this Agreement.

There shall be added to the service fee due here under, amounts equal to any taxes, however designated or levied, based on such service fee or on this Agreement or the services rendered or parts supplied pursuant hereto, including state and local sales use or excise taxes.

The Customer would pay The Telephone Company the established labor and materials charges for services requested that are not covered by this Agreement.

- 3. SPECIAL CONDITIONS. The Customer will provide or arrange for: a) necessary floor plans and accessible Equipment locations; b) separate electric source circuits and power at its own expense; c) suitable space meeting operating environment requirements; d) heat, air conditioning, light and security; e) reasonable access; and f) where not otherwise provided herein, raceway, conduit, holes and wireways.
- 4. SERVICE AND MAINTENANCE. This Agreement excludes repairs made necessary by misuse, negligence, accident, theft or unexplained loss, abuse, connection to direct electrical current, fire, flood, wind, lightning, Act of God, or public enemy, or improper wiring, repair or alteration by anyone other than The Telephone Company. The Telephone Company will maintain the described equipment in good working condition and repair and will furnish all parts and labor at no cost to Customer except as set forth under Paragraph 2.
- 5. TRAINING. To upgrade Customer's operation and knowledge of the Equipment, reasonable instruction and training will be provided by The Telephone Company to Customer's employees at reasonable intervals during the initial term of this Agreement. Subsequent training shall be at The Telephone Company's then prevailing rates.
- ROUTINE SERVICE CALLS. During the initial term of this Agreement routine service calls will be answered within (8) business hours of notice that service is necessary.
- EMERGENCY SERVICE CALLS. During the initial term of this Agreement emergency service calls (emergency being defines as the total failure of the system) shall be answered within (2) hours after notice that an emergency exists.
- 8. MISCELLANEOUS. The Telephone Company and its subcontractors shall not be liable separately or together for any loss or damage to the Equipment or other property or injury or death to Customer, Customer's agents, employees, or invitees arising in connection with the Maintenance Services provided by The Telephone Company or its subcontractors under this paragraph unless such loss,

injury, death or damage results solely from the negligence of willful misconduct of The Telephone Company. IN NO EVENT SHALL THE TELEPHONE COMPANY OR ITS SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION ANY LOSS BY CUSTOMER OF BUSINESS REVENUE OR GOODWILL ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT.

The Telephone Company will make all reasonable efforts to perform its obligations under this Agreement. The time for performance by The Telephone Company of Maintenance under this Agreement is in every case subject to delays caused by Act of God, war, riot, fire, explosion, accident, sabotage, inability to obtain equipment, fuel or power, government laws, regulations or orders, acts or inaction of Customer, inability of subcontractors to perform, labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of The Telephone Company) or any other cause beyond the reasonable control of The Telephone Company.

Neither the benefits nor obligations of the Agreement may be assigned without written consent of The Telephone Company. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this Agreement shall constitute the entire Agreement between Customer and The Telephone Company with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in any other documents or in representations by The Telephone Company personnel.

- 9. RISK OF LOSS. The Customer hereby assumes all risks of loss, damages, destruction or interference with the use of the equipment from any cause whatsoever.
- 10. DEFAULT. If Customer fails to perform any obligation under this Agreement, including but not limited to, payment of service fees and providing for equipment facilities as specified in paragraphs 2 and 3, failure to timely cure such nonperformance shall constitute default under this Agreement. In the event of default, The Telephone Company shall be entitled to discontinue providing service to the equipment and seek recovery of all amounts due by any and all lawful remedies and procedures.
- NOTICES. All notices called for under this Agreement shall be in writing and shall be delivered
 personally or transmitted by First Class United States mail to the respective addresses set forth in this
 Agreement.

BOONE COUNTY E911	CenturyTel:	
Touth Schware	Thomas 2 Zyrch	
KETTH SCHNARRE		
PRESIDING COMMISSIONER Signature Date 5 JUNE 2003	Tom LYNCH 6/6/03 Signature Date	
(573)886 - 4305 Telephone Fax	(573) 886-3314 (573) 442-022 Telephone Fax	21

CERTIFICATION:

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

Auditor

| Date | Date

2020-60050 #33,501.60

SCHEDULE A

This Schedule A is attached to and made a part of the Maintenance Purchase Agreement by and between CenturyTel.

The equipment covered under such Agreement is as follows:

This maintenance is 7 days a week/24 hours a day

SCHEDULE A

This Schedule A is attached to and made a part of the Maintenance Purchase Agreement.

The equipment covered under such Agreement is as follows:

- 1 HAYES MODEMS
- 2 LEXMARK PRINTERS
- 3 HEWLETT PACKARD 286/486
- 4 E911-CML ECS 100
 - 1 Modem Accura 33.6 External +Fax
 - 1 Printer 4226 Model 302
 - 1 Vectra VL4 5/133 MOD1080 (16MB) Desktop
 - 10 Module HLIM New Style W/E I/O Int Modem
 - 10 CPU Minitower w/Sentinel Software & IRR
 - 1 HUB 16 Port 10 Base T RJ 45
 - 10 Monitor 21" Touch
 - 11 System Upgrade B1.0 to B3.0 Sentinel Maint.
 - 2 Technical Services Hourly Rate
 - 1 Cable Printer DB25M/Centronics 10ft
 - 1 Smart Statistics/Realtime Monitor Sw.
 - 1 Smart System Reconfiguration Software
 - 1 Smart Remote Operation 9.6 KBPS
 - 2 Smart Maint. Sw. Alarm, Test, Call Data
 - 2 Headset Line Interface Module
 - 1 Printer Lexmark 2380 Plus Parallel
 - 10 Software Informer Call Reporter Pos 10-12

5	/28	/03	3

DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

	DOOME	CODIALLY IMISS	OUN				
190	CenturyTel	573-886-3310					
VENDOR	VENDOR NAME		PHONE #				
NO.	625 Cherry St.	Columbia	MO 65201				
	ADDRESS	CITY	STATE ZIP				
			291-2003				
☐ Emergency F☐ Written Quot ☐ <\$750 No Bid from a bid, ev ☐ Professional	This field MUST be completed to demonstrate Refer to RSMo 50.660, 50.753-50.79	0, and the Purchasing Manual—					
# (Enter Appl	licable Bid / Sole Source / Emergency Number)						
Dill To Donord		Chin To Donostosout #					

Bill To Department

Ship To Department

D	Department Account			Item Description	Qty	Unit Price	Amount					
2	0	2	0	6	0	0	5	0	E-911 Annual Mntc Agreement 4/1/03- 3/31/04	1	33501.60	33,501.60
							-		· •			
									·		17.7.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4	
									– 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.			

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.

Requesting Official Auditor Approval

#

STATE OF MISSOURI

County of Boone

June Session of the May Adjourned

Term. 20 ()3

In the County Commission of said county, on the

5th day of

June

03 20

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

Now on this day the County Commission of the County of Boone does hereby correct Commission Order 271-2003 to read as follows:

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

DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
1243-03411: Juvenile Justice Grants – Federal	\$70,359.00
Grant Reimbursement	
1243-37220: Juvenile Justice Grants – Travel to	\$1,790.00
Training	
1243-37230: Juvenile Justice Grants –	\$4844.00
Meals/Lodging	
1243-37235: Juvenile Justice Grants – Related	\$600.00
Meals/Lodging	
1243-37240: Juvenile Justice Grants –	\$125.00
Registration	
1243-59200: Juvenile Justice Grants – Mileage	\$1,000.00
1243-71100: Juvenile Justice Grants – Outside	\$62,000.00
Services	

Said budget amendment is to establish a budget for the Mental Health Court Grant.

Done this 5th day of June, 2003.

Keith Schnarre

Presiding Commissioner

ATTEST:

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

TATE OF MISSOURI

May Session of the May Adjourned

Term. 20 ()3

County of Boone

In the County Commission of said county, on the

May

20 03

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 amendment:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
1243-03411: Juvenile Justice Grants – Federal	\$70,359.00
Grant Reimbursement	
1243-37220: Juvenile Justice Grants – Travel to	\$1,790.00
Training	
1243-37230: Juvenile Justice Grants –	\$4,844.00
Meals/Lodging	
1243-37235: Juvenile Justice Grants – Business	\$600.00
Related Meals/Lodging	
1243-37240: Juvenile Justice Grants –	\$125.00
Registration	
1243-59200: Juvenile Justice Grants – Mileage	\$1,000.00
1243-71100: Juvenile Justice Grants – Outside	\$62,359.00
Services	

Said budget amendment is to establish a budget for the Mental Health Court Grant.

Done this 27th day of May, 2003.

Keith Schnarre

Presiding Commissioner

ATTEST:

Clerk of the County Commission

District I Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

1ST 5/13 RECEIVED MAY 0 & JUH

05/02/03 EFFECTIVE DATE

FOR AUDITORS USE プロル ファクス

												271-20	\mathcal{O}
				Τ								(Use whole	\$ amounts)
D	ера	rtme	ent			A	CCOL	unt		Department Name	Account Name	Decrease	Increase
1	2	4	3		0	3	4	1	1	Juvenile Justice Grants	Federal Grant Reimbursement		\$70,359.00
1	2	4	3		3	7	2	2	0	Juvenile Justice Grants	Travel to Training		\$1790.00
1	2	4	3		3	7	2	3	0	Juvenile Justice Grants	Meals/Lodging		\$4844.00
1	2	4	3		3	7	2	3	5	Juvenile Justice Grants	Business Related Meals/Lodging		\$600.00
1	2	4	3		3	7	2	4	0	Juvenile Justice Grants	Registration		\$125.00
1	2	4	3		5	9	2	0	0	Juvenile Justice Grants	Mileage		\$1000.00
										, , , , , , , , , , , , , , , , , , ,			
1	2	4	3		7	1	1	0	0	Juvenile Justice Grants	Outside Services		\$62,000.00
											GRAND TOTAL:		\$70,359.00

cribe the circumstances requiring this Budget Amendment. Please address any budgetary impact he remainder of this year and subsequent years. (Use attachment if necessary): This is a new Grant from the Bureau of Justice Assistance (BJA) for the Mental Health Court. This Grant is a two year Grant in the amount of \$142,000.00 The award was granted on 3/20/03 thru March 31, 2005.

Establish budget - Mental Health Court grant

/	TO BE COMPLETED BY AUDITOR'S OFFICE
	A schedule of previously processed Budget Revisions/Amendments is attached.
	A fund-solvency schedule is attached.
	Comments:

Auditor's Office

COMMISSIONER

PUDGET AMENDMENT PROCEDURES

ounty Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.

At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. NOTE: The 10-day period may not be waived.

The Budget Amendment may not be approved prior to the Public Hearing.

STATE OF MISSOURI

ea.

June Session of the May Adjourned

Term. 20 03

County of Boone

In the County Commission of said county, on the

5th day of

June

20 03

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 Rose Subdivision Plat 1. It is further ordered that the Presiding Commissioner be hereby authorized to sign said plat.

Done this 5th day of June, 2003.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S/Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI

June Session of the May Adjourned

Term. 20 03

County of Boone

In the County Commission of said county, on the

5th day of

June

20 03

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

Now on this day the County Commission of the County of Boone does hereby authorize the Boone County Public Works Department to grant Right of Use for Wilton Alley.

Done this 5th day of June, 2003.

ATTEST:

Wendy S./Noren

Clerk of the County Commission

Keith Schnarre

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

294-2003

From:

"Karen Miller" <kmiller@boonecountymo.org>

To:

<svictor@boonecountymo.org>

Date:

6/5/03 9:35AM

Subject:

Fwd: Re: More on Wilton Alley

To formalize our discussion the other day and to take care of threats from the Knights I would like a Commission order today to authorize a right of use to Debra Hatcher for the wilton alley. I will send a copy to the Sheriffs dept.

KMM

Karen M. Miller
District I Commissioner
Boone County MO
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4308
kmiller@boonecountymo.org

CC:

<kschnarre@boonecountymo.org>

From:

"David Mink" <DMink@boonecountymo.org>
"David Piest" <DPiest@boonecountymo.org>

To: Date:

6/3/03 9:12AM

Subject:

Re: More on Wilton Alley

Need Commission order to grant the right of use as you outlined. Thanks.

>>> David Piest 06/03/03 09:00AM >>>

I have just returned from visiting with John Patton on this matter. He has provided some information in the form of some copies of pages from Vernon's Annotated Missouri Statutes Title XXIX. Ownership and Conveyance of Property Chapter 445.Plats

Boiling it all down to the bottom line, as explained to me by Mr. Patton, and as I read, the alley is a public alley and neither of the land owners adjacent to the alley nor anyone else has the right to "fence it off".

Also, if the city, town or village shall not be incorporated, then the fee of such lands conveyed as aforesaid (...named, described or intended for public use) shall be vested in the county in like trust, and for the uses and purposes aforesaid, and none other.

Additionally "That there was nonuser by public of area platted as public alley did not work an abandonment of it".

I have this information if you care to look at it for yourself.

Mr. Patton expressed to me and I agree that there is no need for Commission action to open the alley nor to announce intentions to maintain it. However if the Commission feels the need for some kind of action they may officially grant the property owner who has the sewage problem the right to access the alley, and/or remove the post that is obstructing access to the alley. Essentially a "right of use" I believe that the Public Works Department has the authority do grant that, or am I incorrect in saying that?

Where do we go from here.

CC: "David Nichols" <DNichols@boonecountymo.org>, "Karen Miller" <KMiller@boonecountymo.org>