

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the August Adjourned

Term. 20 02

In the County Commission of said county, on the

15th

day of

August 20 02

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
2500-83922: Forfeitures (Forfeitures and Fines)	\$4,443.00
2530-09317: Block Grant (Other Funding Sources)	\$4,443.00
2530-03411: Sheriff – Block Grant (Federal Grant Reimbursement)	\$ 2,252.00
2530-23850: Block Grant (Minor Equipment)	\$1,700.00
2530-91300: Block Grant (Equipment)	\$4,995.00

Said budget amendment is for the purchase of digital cameras for evidence and/or crime scenes from FY2000 through 2002 Local Law Enforcement Block Grant funds.

Done this 15th day of August, 2002.

ATTEST:

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

Don Stamper
 Don Stamper
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT

1st 8/1
2nd 8/13

BOONE COUNTY, MISSOURI

7/25/02

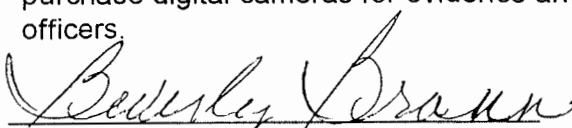
EFFECTIVE DATE

FOR AUDITORS USE

360-2002

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
2	5	0	0	0	3	9	1	7	Forfeitures	Operating transfer out from Fines & forfeitures		4443
2	5	3	0	0	3	9	1	7	Block Grant	Operating transfer in Other funding sources		4443
2	5	3	0	0	3	4	1	1	Sheriff-Block Grant	Federal grant reimbursement		2252
2	5	3	0	2	3	8	5	0	Block Grant	Minor equipment		1700
2	5	3	0	9	1	3	0	0	Block Grant	Equipment		4955

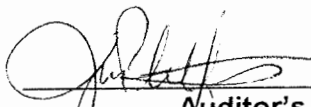
Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): This budget amendment will transfer our required match of \$4443 from our forfeiture account to the Block grant and establish budget to purchase digital cameras for evidence and/or crime scenes. These cameras will be assigned to patrol and detective officers.


Requesting Official

Per Beverly, the \$2,252 is the remaining balance of the final award amt. for the FY2000 LEAD Grant (\$3,984) to be budgeted and spent.

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


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County 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.

**BOONE COUNTY SHERIFF'S DEPARTMENT
INTER-OFFICE MEMORANDUM**

DATE: July 26, 2002
TO: June Pitchford, Auditor
FROM: Capt. Beverly Braun
SUBJECT: Attached budget amendment

June, I emailed this to Karen yesterday, but I don't think she had time to do anything about it. I didn't hear back from her anyway.

One of our block grants end 9/30/02 and we have to have all funds spent on that particular grant. This will establish budget to spend the balance of the funds.

Would you please process.

Thanks.

Bev

7/29/02

FY 2002
 Budget Amendments/Revisions
 Local Law Enforcement Grant (2530)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	1/30/02	23200	Ammunition	1,284		Establish revenue & expenditure budget	
		23850	Minor Equipment & Tools	4,545			
		60050	Equipment Service Contract	9,255			
		91300	Machinery & Equipment	21,541			
		91301	Computer Hardware	7,340			
		91000	Office Equipment	5,960			
		3411	Federal Grant Reimbursement	49,925			
2	6/25/02	60050	Equipment Service Contract	463		Establish revenue & expenditure budget	
		91301	Computer Hardware	3,000			
		23000	Office Supplies	345			
		3411	Federal Grant Reimbursement	3,808			
3	7/29/02	3917	Op Trfs In from Forfeiture Fnd	4,443		Final budget amendment needed for FY 2000 LLEBG grant. Establishes appropriations for the local match of \$4,443. It also establishes an appropriation for the balance remaining, \$2,252, of the original FY 2000 grant award totaling \$39,984.	
		3411	Fed grant Reimb	2,252			
		23850	Minor Equipment	1,700			
		91300	Equipment	4,995			

Fund 253: Local Law Enforcement Grant
Solvency Analysis
Prepared by Auditor's Office
7-29-2002

Beginning Fund Balance (Unreserved) 1-1-2002 (Account 2913)		\$14,274.97	
Plus: Actual Revenues 2002			
Interest (through May)	935.11		
Grant Revenue	0.00		
Local Match	<u>0.00</u>		
		935.11	
Plus: Grant Receipts Classified as Deferred Revenue (Account 2460)		<u>71,892.40</u>	\$87,102.48

Less: Budgeted Expenditures 2002

	<u>Current Budget</u>	<u>Budget Revision/ Amendment</u>	<u>Total</u>	<u>Actual YTD Expenditures & Encumbrances</u>	<u>Remaining Budget</u>
Class 1	0.00		0.00	0.00	0.00
Class 2	6,174.00	1,700.00	7,874.00	6,166.96	1,707.04
Class 3	0.00		0.00	0.00	0.00
Class 4	0.00		0.00	0.00	0.00
Class 5	0.00		0.00	0.00	0.00
Class 6	9,718.00	0.00	9,718.00	9,717.42	0.58
Class 7	0.00		0.00	0.00	0.00
Class 8	0.00		0.00	0.00	0.00
Class 9	<u>37,841.00</u>	<u>4,995.00</u>	<u>42,836.00</u>	<u>36,025.72</u>	<u>6,810.28</u>
	<u>53,733.00</u>	<u>6,695.00</u>	<u>(60,428.00)</u>	<u>51,910.10</u>	<u>8,517.90</u>

Anticipated Fund Balance 12-31-2002 26,674.48

Application was submitted on 15-SEP-00.

LLEBG FY 2000 Application			
Date Certified : 15-SEP-00		Date Submitted : 15-SEP-00	
Jurisdiction Information (Disparate)			
Jurisdiction: Boone County	County: BOONE	State: MISSOURI	CDFA Number: 16.592
Budget Information			
Eligible Award Amount: * \$14,427	Final Award Amount: * \$39,984	Match Amount: \$4,443	Matching Funds Description: Equitable Sharing Program (Asset Forfeiture)
CEO Information			
Title: Presiding County Commissioner	Name Prefix: Mr.	Last Name : Stamper	First Name : Don
Address: 801 E. Walnut Street, Room 245 Columbia, MO 65201-7732	Telephone: 573-886-4305	Fax: 573-886-4311	Email: dstamper@BooneCountyMo.org
Program Contact Information			
Title: Captain	Name Prefix: Ms.	Last Name : Braun	First Name : Beverly
Address: Boone County Sheriff's Department 2121 County Drive Columbia, MO 65202-9051	Telephone: 573-875-6101	Fax: 573-874-8953	Email: bbraun@BooneCountyMo.org
Application Details			
Date Agreed to Trust Fund Requirement: 15-SEP-00		Applicant is PSOHB Compliant: No	
Date Agreed to SPOC Requirement: 15-SEP-00		Date Agreed to SAA Review Requirement: 15-SEP-00	
Date Agreed to Certifications: 15-SEP-00		Date Agreed to Assurances: 15-SEP-00	

Close Window

Grant# : 2000 - LB - BX - 1945

* \$14,427 represents the amount of award without the reallocation of funds due to disparate condition.
The \$39,984 includes the disparate reallocation.

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STATE OF MISSOURI }
County of Boone } ea.

August Session of the August Adjourned

Term. 20 02

In the County Commission of said county, on the

15th day of

August 20 02

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

Now on this day, the County Commission of the County of Boone does hereby re-award bid 37-08MAY02 for the Lease of a Track Hoe to Victor L. Phillips. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 15th day of August, 2002.

Don Stamper
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 37-08MAY02 – Lease of a Track Hoe
DATE: August 6, 2002

The Public Works department and I recommend rescinding Commission Order # 231-2002, a contract with Hertz Rental Corporation, for the reason that they did not meet and comply with the contract and bid provisions in Section 2.4 regarding equipment working order. They were also not able to supply the County with a replacement piece of equipment when there was equipment failure.

We further recommend awarding to the next lowest bidder, Victor L. Phillips for a track hoe. The monthly lease amount is \$4740.00.

**EQUIPMENT LEASE AGREEMENT
FOR
A TRACK HOE**

THIS AGREEMENT dated the 15th day of August 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "Lessee" and The Victor L. Phillips Co., herein "Lessor."

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 Equipment Lease Agreement For Lease of a Track Hoe, County of Boone Request for Bid for Lease of a Track Hoe, bid number 37-08MAY02, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, as well as the Lessor's bid response dated May 7, 2002 executed by Steve Stone on behalf of the Lessor. 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 Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, and the unexecuted Response Form, shall prevail and control over the Lessor's bid response.
2. *Lease* - The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the equipment proposed in section 4.7.1. of the bid specifications (Track Hoe) at the monthly rental rate of \$4,995.00 and in addition, a Okada OKB312 breaker at the monthly rental rate of \$4,740.50 subject to termination as described below. The monthly lease cost shall be firm for one year from the date written above and is subject to renewal per the bid specifications and response.
3. *Delivery and Return*- Lessor agrees to deliver leased equipment fully operational and in pre-serviced condition within five days ARO. Lessor shall pick up the equipment leased hereunder at the same location per the bid specifications.
4. *Billing and Payment* - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Lessor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Lessor's bid response to the specifications. The Lessee agrees to pay all invoices within thirty days of receipt; Lessor agrees to honor any cash or prompt payment discounts offered in its bid response if Lessee makes payment as provided therein. In the event of a billing dispute, the Lessee reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Lessor, the Lessee 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. *Maintenance and Repair*- The Lessor agrees to provide and lease the equipment specified in the contract documents in good working order and repair and in pre-serviced condition. Lessee shall be responsible for normal routine service and maintenance in accordance with manufacturer's recommendations while subject to this lease and further agrees to be liable for damage to the equipment which occurs during this lease, normal wear and tear excepted. Lessee shall not be liable or responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age or normal use or due to wear and tear or lack of maintenance by the

Lessor or prior equipment users, or due to defects existing in the equipment or components thereof predating this lease.

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 Lessee upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. Lessee may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. Lessee 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 Lessee, 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.

THE VICTOR L. PHILLIPS CO.

BOONE COUNTY, MISSOURI

by Steve Stone
title RENTAL MANAGER

by: Boone County Commission
Don Stamper
Don Stamper, 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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

<u>no encumbrance required</u>	<u>8/7/02</u>	2040-71700 Term/Supply
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER



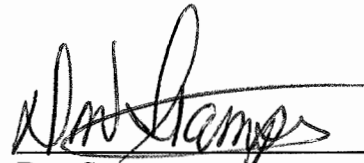
STATE OF MISSOURI }
County of Boone } ea.

August Session of the August Adjourned Term. 20 02

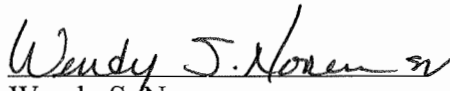
In the County Commission of said county, on the 15th day of August 20 02
the following, among other proceedings, were had, viz:

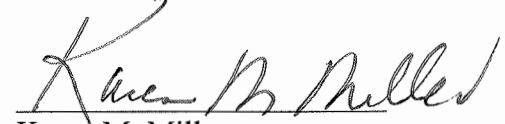
Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Missouri Highways and Transportation Commission County Agreement for improvements to Route V over Silver Fork Creek 3.5 miles south of Route CC.

Done this 15th day of August, 2002.


Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CCO Form: DE10
 Approved: 1/99 (BDG)
 Revised: 7/01 (BDG)
 Modified:

Route V
 Job No. J5S0500
 Boone County
 County Agreement

NOV 18 2002

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 COUNTY AGREEMENT**

THIS AGREEMENT, is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), and the County of Boone, Missouri (hereinafter, "County").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route V, Boone County, Job No. J5S0500 shall consist of grading, paving, replace and realign bridge over Silver Fork Creek 3.5 miles south of Route CC.

(2) IMPROVEMENT WITHIN COUNTY: The improvement within the County is located as follows:

Beginning at Station 288+75, a point 1345.48 feet on a bearing of N 76° 49' 36" East from a survey monument located at the southwest corner of Section 28, Township 51 North, Range 12 west, run in a generally southerly direction along the relocated Route V to Station 315+55, a point at the centerline of present Route V, 2336.86 feet south of the intersection of Thomas Hill Road and Route V in Section 33 Township 51 North Range 12 West. Length of improvement within county is 2680.0 feet.

(3) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(4) PURPOSE: It is the intent of this Agreement that the Commission shall provide without cost to the County, except as otherwise provided in this Agreement, a highway for traffic in the County and the Commission shall so design and construct the highway to serve operating necessities and requirements of local and through traffic.

(5) RIGHT-OF-WAY USE: The County grants the right to use the right-of-way of public roads as necessary for construction and maintenance of said public improvement.

(6) CLOSE AND VACATE: The County shall duly close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans. Whenever the Commission deems it necessary to close any road permanently or temporarily during construction, the County shall be advised in time to make provisions for the diversion and rerouting of traffic.

(7) RIGHT-OF-WAY ACQUISITION:

(A) Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the clerk of the County and proceed to acquire at its expense, at no cost or expense to the County, any necessary right-of-way required for the construction of the improvement.

(B) The portion of state highway covered by this Agreement shall be a Normal access highway and rights of access between the highway and abutting property shall be procured and the cost classified as right-of-way cost and paid for by the Commission in the same manner as other right-of-way costs. Only such rights of ingress and egress shall be allowed as indicated on the plans approved by the Commission and FHWA.

(8) UTILITY RELOCATION:

(A) The Commission and the County shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the County is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the County will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no county-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the County which must be moved, adjusted, or altered to accommodate construction of this improvement, and such county-owned utilities, poles, wires, conduits, and pipes are located within the present county jurisdiction and located on an existing road, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the County will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the County except as otherwise provided. The County shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the County in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the County in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the County for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward

he cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any county-owned utility facilities outside the present county limits on public right-of-way or on state highway right-of-way within or outside the county limits or within the right-of-way of a public way, the alteration, relocation, or adjustment shall be made by the County at its cost.

(F) The County agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the County will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his/her authorized representative. The County shall take whatever actions are necessary to assure compliance with this paragraph.

(9) LIGHTING

(A) The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No lighting system shall be installed or maintained by or for the County on the improvement without approval of the Commission.

(B) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the County on the improvement without approval of the Commission.

(10) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting roads shall be under the exclusive jurisdiction and at the cost of the Commission. The County shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on roads and highways at any point where they intersect this highway without approval of the Commission.

(11) DRAINAGE:

(A) The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The County shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the County's authority and control of the storm sewer

facilities or natural drainage involved.

(12) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(13) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the FHWA (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(14) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), county-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust county roads, the right-of-way acquired for these adjustments and connections will be deeded to the County.

(C) Effective upon completion of construction, the Commission shall transfer ownership to the County, and the County will accept the portions of existing highways within County replaced by this improvement.

(15) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission accepts the portion of the County road system, that is, Thomas Hill Road from the existing right of way line to Station 1+75, a distance of 300 feet as described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The County shall perform or cause to be performed normal maintenance on the project site.

(16) COUNTY TO MAINTAIN: Upon completion of construction of this improvement, the County shall accept control and maintenance of the improved road, that is, Thomas Hill Road from the existing right of way line to Station 1+75, a distance of 300 feet and shall

thereafter keep, control, and maintain the same as, and for all purposes, a part of the County road system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(17) POLICE POWERS: It is the intent of the parties to this Agreement that the County shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the County will enact, keep in force, and enforce only such regulations relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(18) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the County shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(19) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the County will take whatever actions are necessary to enforce this paragraph.

(20) WITHHOLDING OF FUNDS: In the event that the County fails, neglects, or refuses to enact, keep in force or enforce regulations specified or enacts regulations contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the County for compliance and the County's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the County.

(21) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved on or between the duly authorized representatives of the County and Commission.

(23) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(24) COUNTY REPRESENTATIVE: The County's Presiding Commissioner of Boone is designated as the County's representative for the purpose of administering the provisions of this Agreement. The County's representative may designate by written notice other persons having the authority to act on behalf of the County in furtherance of the performance of this Agreement.

(25) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the County:
Mr. Don Stamper
Presiding Commissioner
Boone County
801 Walnut Street
Columbia, Missouri 65201

Facsimile No: 573-886-4311

(B) To the Commission:
Mr. Roger Schwartze
District Engineer
Missouri Department of Transportation
1511 Missouri Boulevard
Jefferson City, Missouri 65102

Facsimile No: 573-522-1059

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(26) ASSIGNMENT: The County shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(27) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(28) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(29) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the County.

(30) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(31) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this 15 day of AUGUST, 2002.

Executed by the Commission this 10 day of October, 2002.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By David B. Skellie
Director of Project Development

Boone COUNTY
By Andy Stamps
Presiding Commissioner

ATTEST:

Mari Ann Winters
Secretary to the Commission

ATTEST:

Wendy J. Noren
County Clerk

Approved as to Form:

Myra Gaudin
Commission Counsel

Approved as to Form:

[Signature]
County Counselor

Approved:

David Mink
Director, Boone County Public Works

DESIGNATION

A.A. 800 (2004)
 A.D.T. 1260 (2024)
 D.H.V. = 12%
 T = 7%
 V = 40 MPH
 FUNCTIONAL CLASS - RURAL COLLECTOR

MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION PLANS FOR PROPOSED STATE HIGHWAY BOONE COUNTY

ROUTE V	DISTRICT 5
JOB NO J5S0500	
PROJECT NO	
COUNTY BOONE	

NORMAL RIGHT OF WAY

INDEX OF SHEETS

DESCRIPTION	SHEET NUMBER
TITLE SHEET	---
TYPICAL SECTIONS (2 SHEETS)	---
SUMMARY (1 SHEET)	---
SUMMARY (1 SHEETS)	---
PLAN-PROFILE	---
REFERENCE POINTS	---
COORDINATE POINTS	---
SPECIAL SHEETS	---
TRAFFIC CONTROL SHEETS	---
TEMPORARY EROSION CONTROL	---
LIGHTING	---
SIGNALS	---
SIGNING	---
PAVEMENT MARKING	---
CULVERT SECTIONS	---
BRIDGE DRAWINGS	---
STANDARD PLANS INDEX	---
CROSS SECTIONS	---
COMPUTER DATA	---

LENGTH OF PROJECT

END OF PROJECT	STA. 315+55.00
BEGINNING OF PROJECT	STA. 288+75.00
APPARENT LENGTH	2680.00'
EQUATIONS AND EXCEPTIONS	0.00'
TOTAL CORRECTIONS	0.00'
NET LENGTH OF PROJECT	2680.00'
STATE LENGTH	0.508 mi

**CONVENTIONAL SYMBOLS
 (USED IN PLANS)**

	EXISTING	NEW
BUILDINGS AND STRUCTURES		
GUARD RAIL		
CONCRETE RIGHT-OF-WAY MARKER		
STEEL RIGHT-OF-WAY MARKER		
UTILITIES		
FIBER OPTICS		
OVER HEAD TELEPHONE		
UNDER GROUND TELEPHONE		
OVER HEAD POWER		
UNDER GROUND POWER		
GAS		
WATER		
MANHOLE		
FIRE HYDRANT		
WATER VALVE		
WATER METER		
DROP INLET		
DITCH BLOCK		
GROUND MOUNTED SIGN		
LIGHT POLE		
H-FRAME POWER POLE		
TELEPHONE PEDESTAL		
FENCE		
CHAIN LINK		
WOVEN WIRE		
GATE POST		
GRS MONUMENT		
BENCHMARK		

NOTE: DASHED OR OPEN SYMBOLS INDICATE EXISTING FEATURES

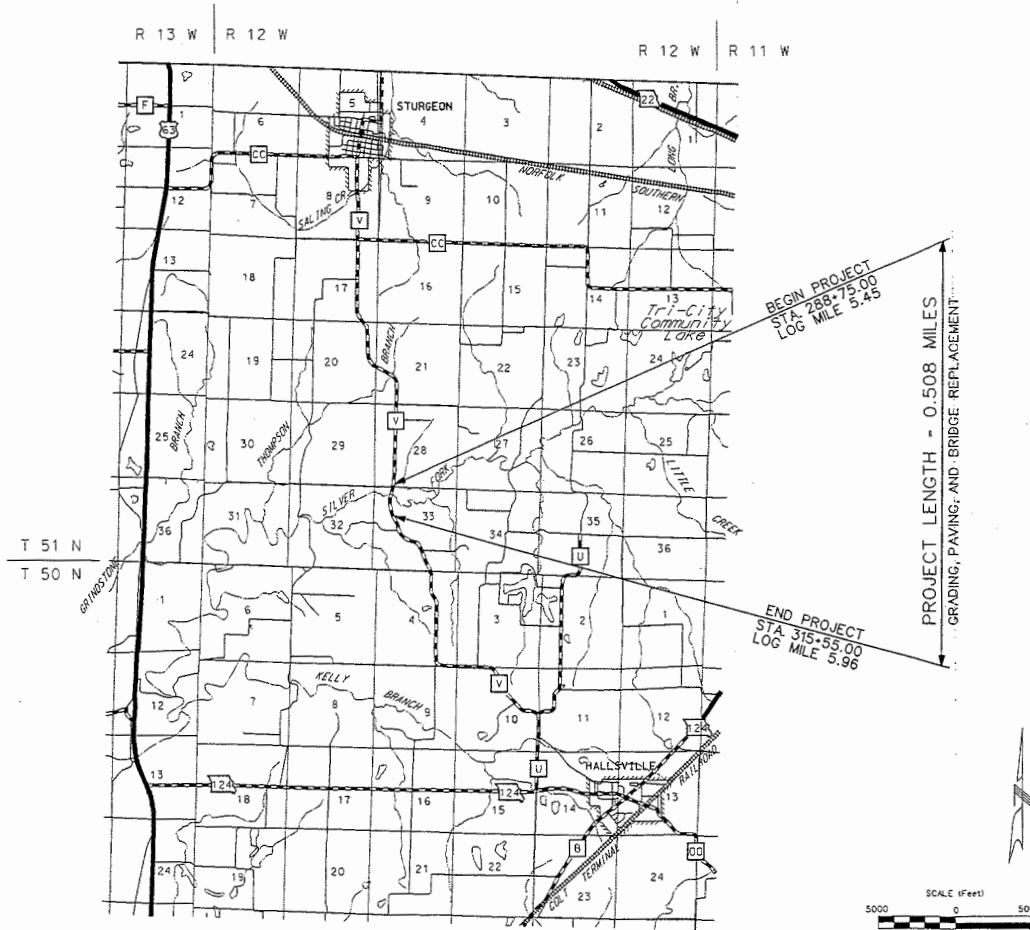
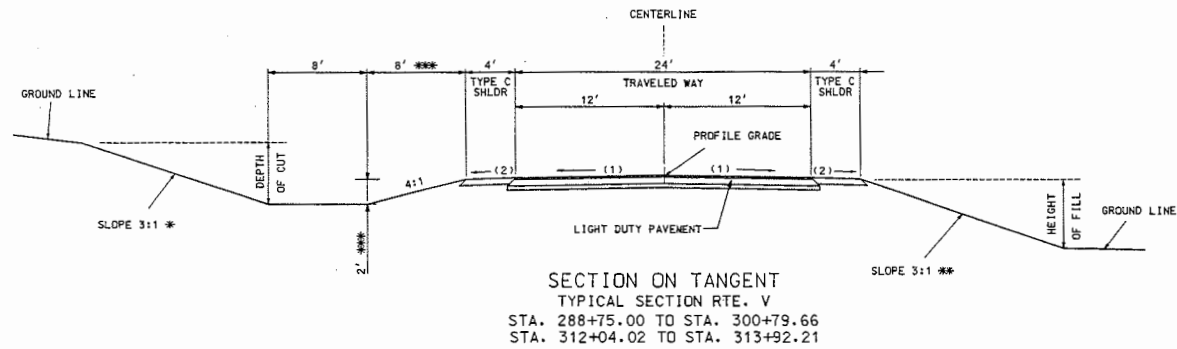


EXHIBIT A
 PAGE 1

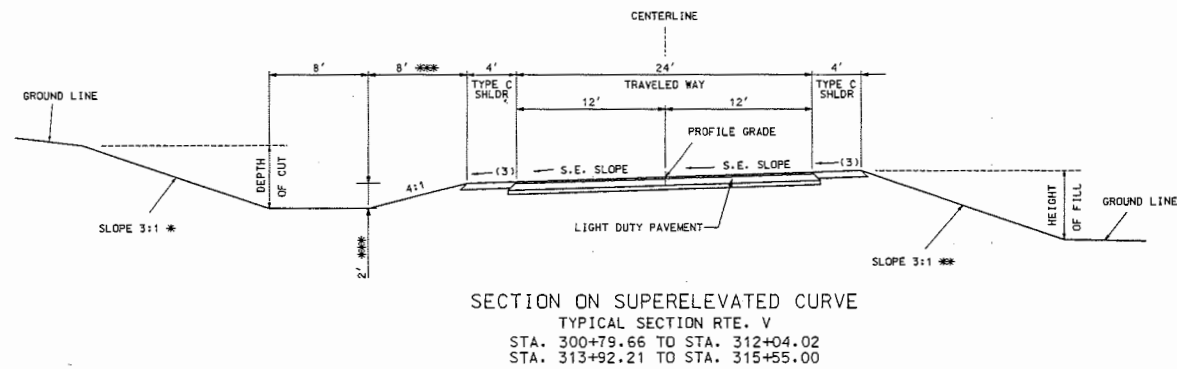
DATE _____

ROUTE V	STATE MO	D	SECTION NO.
JOB NO. J5S0500			
PROJECT NO.			
COUNTY BOONE			DATE
GBA GEORGE BUTLER ASSOCIATES, INC. Engineers Architects			



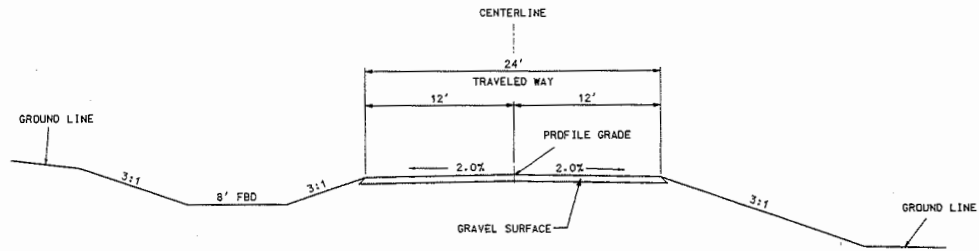
CROSS SLOPE
(1) 2.0%
(2) 4.0%
(3) S.E. SLOPE IF GREATER THAN 4.0%

SEE STANDARDS 203.20, 606.00 AND 609.40 FOR SHOULDER WIDENING.

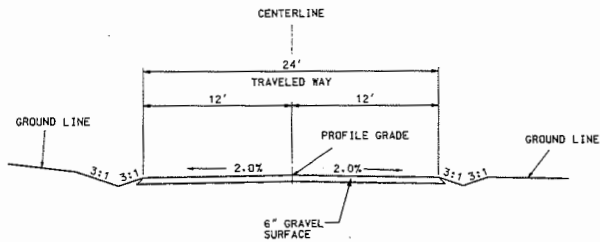


- * BACKSLOPE DETERMINED BY SOIL SURVEY.
- ** THE DISTANCE FROM TOE OF FILL TO THE SHOULDER POINT SHALL BE A MINIMUM OF 8 FEET. THE SLOPE MAY VARY TO MEET THIS REQUIREMENT, BUT SHALL NOT EXCEED THE MAXIMUM SLOPE DETERMINED BY THE SOIL SURVEY.
- *** 4' DITCH DEPTH PREFERRED IF ALTERNATE 2' ROCK BASE IS USED. SIDESLOPE WIDTH SHALL BE 16' FOR 4' DITCH DEPTH.

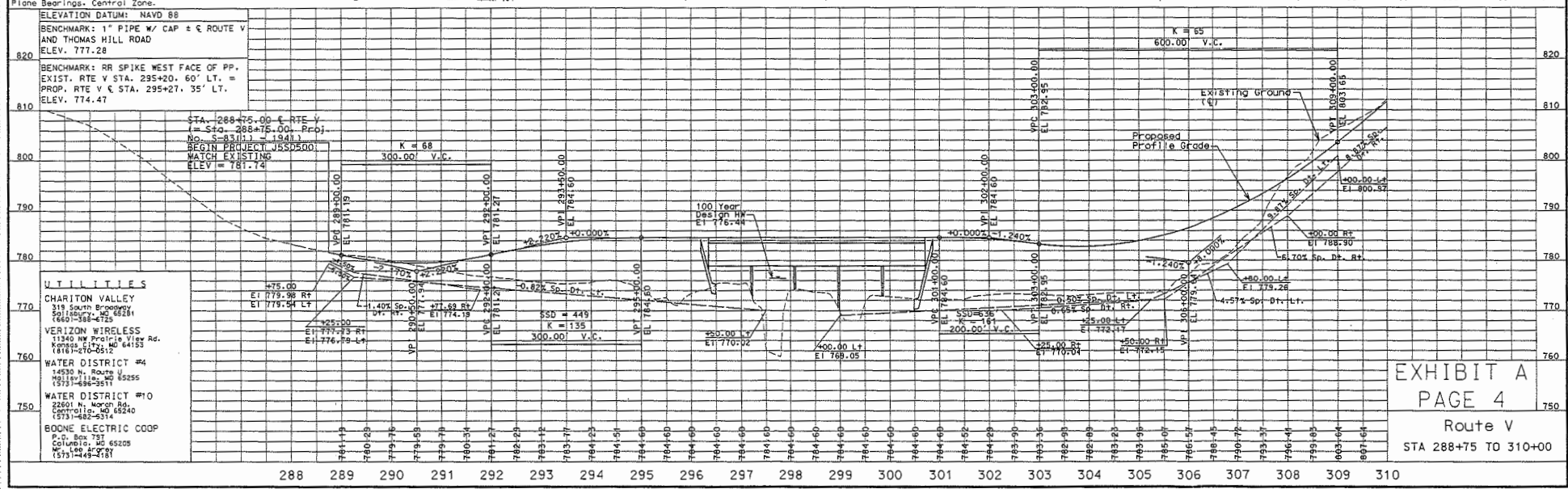
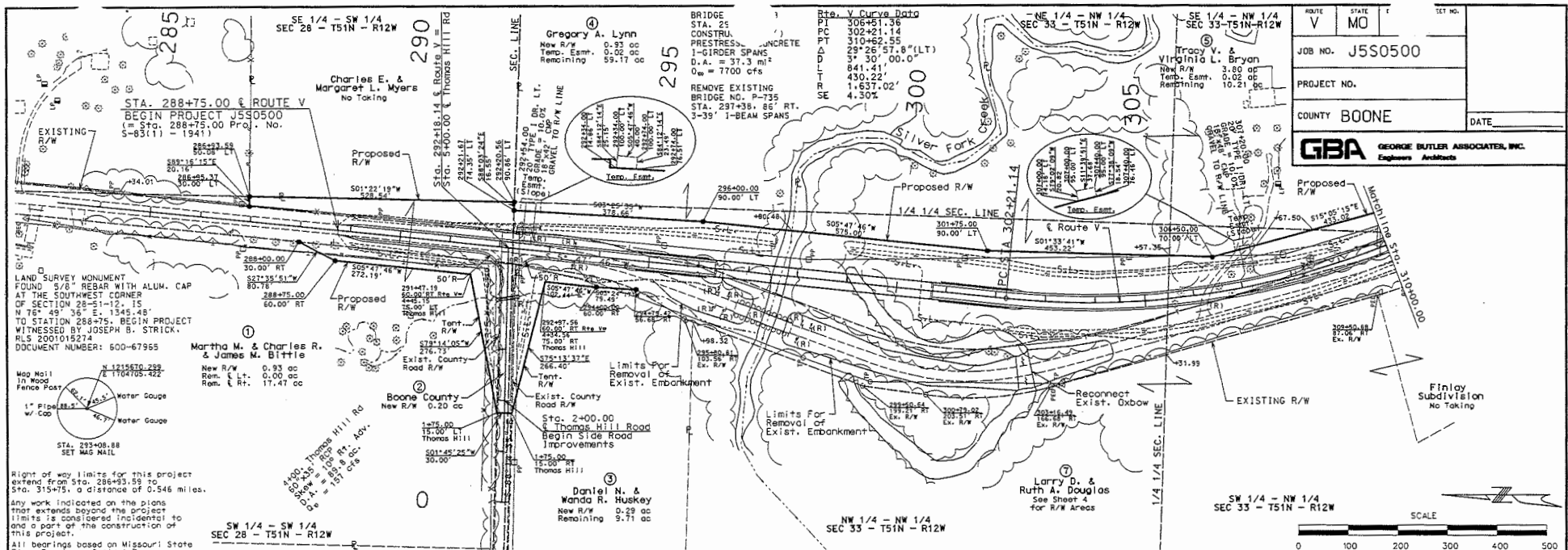
ROUTE V	STATE MO	DI	CT NO.
JOB NO. J5S0500			
PROJECT NO.			
COUNTY BOONE			DATE
GBA GEORGE BUTLER ASSOCIATES, INC. Engineers Architects			

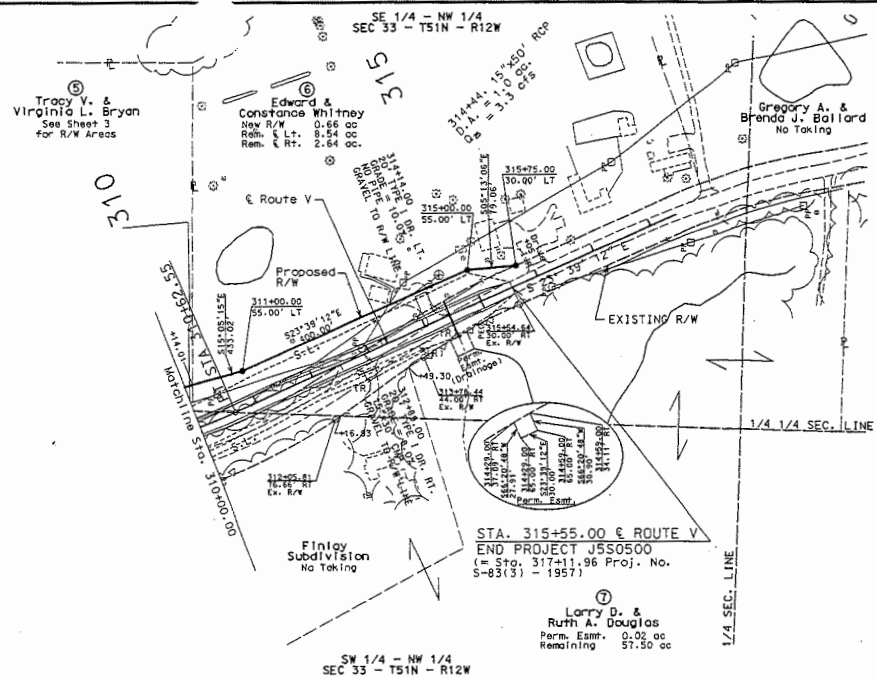


SECTION ON TANGENT
 TYPICAL SECTION THOMAS HILL ROAD
 STA. 2+00.00 TO STA. 4+88.00



TYPICAL SECTION EXISTING THOMAS HILL ROAD
 (FOR INFORMATION ONLY)





ROUTE V	STATE MO	TEXT NO.
JOB NO. J5S0500		
PROJECT NO.		
COUNTY BOONE		DATE
GBA GEORGE BUTLER ASSOCIATES, INC. Engineers Architects		

SEE SHEET NO. 3 FOR
THOMAS HILL ROAD PLAN VIEW

LAND SURVEY MONUMENT
FOUND 1" PIPE WITH CAP
AT THE SOUTH 1/4 CORNER
OF SECTION 33-51-12. 15
N 19° 08' 53" W, 3233.99'
TO STATION 315+55. END PROJECT
WITNESSED BY JOSEPH B. STRICK,
RLS 2001015274
DOCUMENT NUMBER: 600-67966

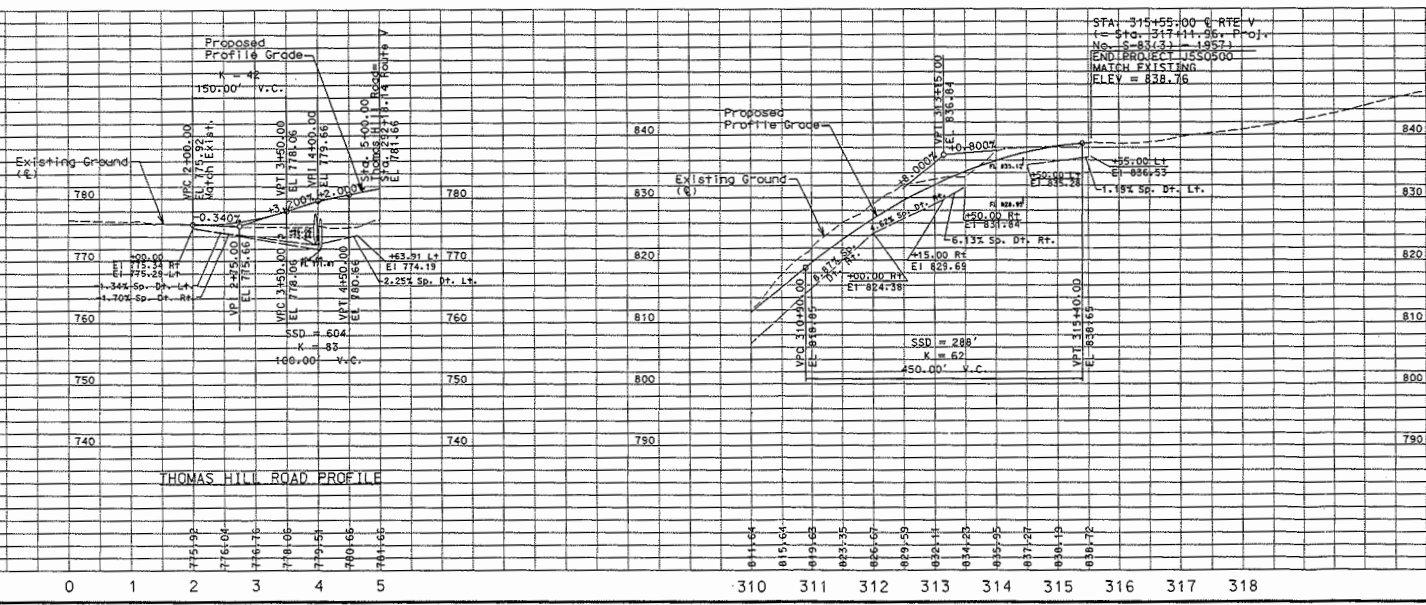
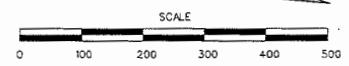
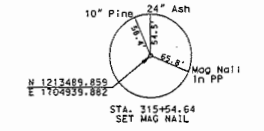
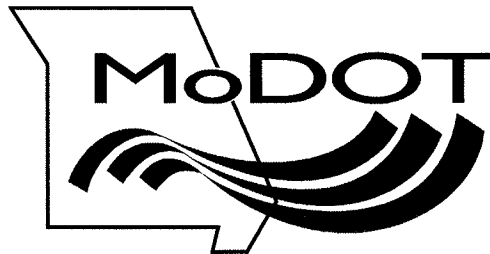


EXHIBIT A
PAGE 5
Route V
STA 310+00 TO 315+55

Missouri
Department
of Transportation



Roger Schwartze, District Engineer

Central District
1511 Missouri Boulevard
P.O. Box 718
Jefferson City, MO 65102
(573) 751-3322
fax (573) 522-1059
Toll free 1-888 ASK MoDOT
www.modot.state.mo.us

October 16, 2002

OCT 18 2002

Mr. David Nichols
Boone County Public Works
5551 Highway 63 South
Columbia, MO 65201


REFERENCE: Boone County, Route V
Job No. J5S0500
Grading, Paving, Replace and Realign Bridge over Silver Fork Creek 3.5 miles South of
Route CC
Copy of County Agreement

Dear Dave:

I hereby enclose a copy of the executed County agreement for your file. I also attach Exhibit A as a part of the agreement.

If you have any questions, please call me at 573-526-6993 or email me at okokoi@mail.modot.state.mo.us.

Sincerely



Ide Okokon, P.E.
Project Manager-D5

Attachments

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 15th day of August 20 02

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

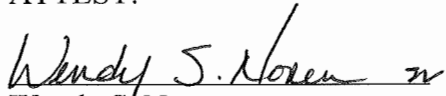
Now on this day, the County Commission of the County of Boone does hereby adopt the Care Leave Policy per the attached recommendation of the Personnel Advisory Committee. This policy will be retroactive to August 12, 2002.

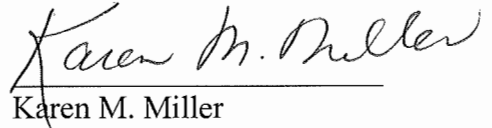
Done this 15th day of August, 2002.



Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



363-2002

Boone County Human Resources

Betty Dickneite
Director

601 E Walnut
Columbia, MO 65201
(573) 886-4395
FAX (573) 886-4444

MEMORANDUM

TO: Don Stamper, Presiding Commissioner
Karen Miller, District 1 Commissioner
Skip Elkin, District 2 Commissioner

FROM: Betty A. Dickneite, Chairperson
Personnel Advisory Committee

DATE: August 12, 2002

The Personnel Advisory Committee recommends adoption of the following Care Leave Policy:

"An employee may donate accrued vacation leave to another employee, provided that the employee receiving the donation is unable to work because of a Family and Medical Leave Act qualifying condition and has exhausted all eligible accrued leave. Any transfer of leave under this policy shall be subject to the approval of the Administrative Authority for the employee donating the leave and the Administrative Authority for the employee receiving the leave. Each hour of donated leave shall be considered an hour of leave the employee receiving the donation has accrued and shall be accounted to the employee receiving the donation at the employee's rate of pay.

Each donation must be a minimum of 4 hours and any additional hours in one-hour increments. The request must be made on the approved forms that can be obtained from the Payroll Clerk.

This program is being established as a pilot program of the County of Boone subject to review within one calendar year. The Personnel Advisory Committee may recommend revisions or cancellation of this program at any time, subject to County Commission approval. This program shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996."

The Personnel Advisory Committee recommends adoption at the earliest possible date.

An Affirmative Action/Equal Opportunity Employer

**Boone County
CARE LEAVE DONATION FORM**

THIS SECTION TO BE COMPLETED BY EMPLOYEE:

Employee Name: _____
(please print)

Social Security #: _____ - _____ - _____

I wish to donate time as CARE LEAVE in the following amount:

_____ Vacation hours

I have completed and signed a timesheet/card and understand that the hours indicated above will be deducted from my current leave balances. I also understand that the time donated will be used by an employee approved for Care Leave benefits.

Signature of Employee

Date

**THIS SECTION TO BE COMPLETED BY ADMINISTRATIVE
AUTHORITY OF EMPLOYEE DONATING CARE LEAVE:**

This donation request is : APPROVED DENIED
(circle one)

If denied, please state reason: _____

Signature of Administrative Authority

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 15th day of August 20 02
the following, among other proceedings, were had, viz:

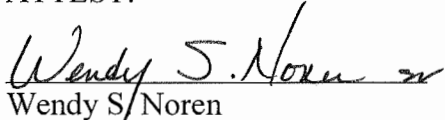
Now on this day, the County Commission of the County of Boone does hereby accept the attached certification of the August 6, 2002 election for Proposition L.

Done this 15th day of August, 2002.

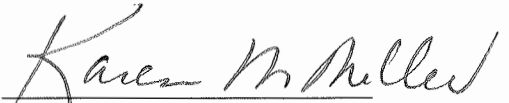


Don Stamper
Presiding Commissioner

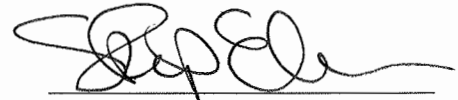
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

State of Missouri)
)ss.
County of Boone)

I, Wendy S. Noren, Clerk of the County Commission and Election Authority in and for the County of Boone, State of Missouri, do hereby certify that at the election held in the County of Boone, State of Missouri, on Tuesday, August 6, 2002, there were cast by the qualified voters of said County the following votes:

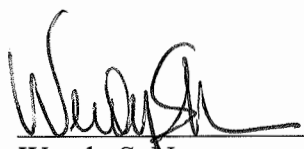
Proposition L

Shall the County of Boone impose a countywide law enforcement sales tax of 1/8 of 1% (one eighth of one percent) for the purpose of funding law enforcement services?

Yes	14,389
No	10,640

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Boone, done at office in Columbia, Missouri, this 9th day of August, 2002.

(seal)



 Wendy S. Noren
 Clerk of the County Commission
 and Election Authority in and for
 the County of Boone, State of Missouri

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the August Adjourned Term. 20 02

In the County Commission of said county, on the 15th day of August 20 02

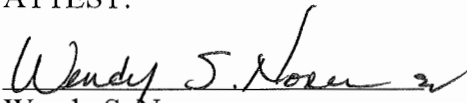
the following, among other proceedings, were had, viz:

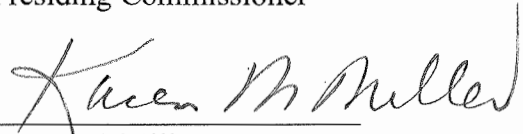
Now on this day, the County Commission of the County of Boone does hereby authorize the use of the Roger B. Wilson Boone County Government Center Commission Chambers on September 7, 2002 from 1:00 to 7:00 p.m. for the Memory Makers Club.

Done this 15th day of August, 2002.


Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Don Stamper, Presiding Commissioner
Karen M. Miller, District I Commissioner
Chip Elkin, District II Commissioner



365-2002
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

Comm. agenda

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER REQUEST TO USE CONFERENCE ROOM

Today's Date 8-10-02 Date of Event 9-7-02 Hours Needed 1-7pm

Organization Memory Makers Club

Contact Karen Maggine Telephone # (573) 234-2809

Substitute _____ Telephone # _____

TYPE OF EVENT

We would like to use the Chambers room to hold an all day (1-7pm) scrapbooking pop. This room will allow us to get together to share our ideas with fellow scrapbookers, & the uninterrupted time to work on our own scrapbooks. Thank you for your consideration.

.....

Room requested:

- | | |
|--|----------------|
| <input checked="" type="checkbox"/> Chambers | _____ Room 208 |
| _____ Room 139 | _____ Room 220 |