199 -2012

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	April Session of the April Adjourned	ril Session of the April Adjourned		
County of Boone	a 4th	A		10
In the County Commission of said county, on t	he 24 <sup>th</sup> day of	April	20	12

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached resolution regarding road and intersection improvements on and for Lake of the Woods Road, Saint Charles Road, and Players Place.

Done this 24<sup>th</sup> day of April, 2012.

ATTEST:

Wendy S. Noren Clerk of the County Commission

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Daniel K. Atwill Presiding Commissioner Auch Mulle

Karen M. Miller District I-Commissioner

Skip Elkin District II Commissioner

## RESOLUTION DECLARING NEED TO ACQUIRE PROPERTY FOR THE LAKE OF THE WOODS ROAD, SAINT CHARLES ROAD, AND PLAYERS PLACE INTERSECTION PROJECT

NOW ON THIS 24 day of  $Apr_l$ , 2012, the County of Boone, by and through its County Commission, met in session and adopted the following Resolution:

WHEREAS, the Boone County Commission has found there is a need to make improvements to an intersection in the County of Lake of the Woods Road, Saint Charles Road, and Players Place situated in Boone County, Missouri; and

WHEREAS, the County of Boone, through the County Commission, is authorized and empowered to acquire real estate interests for roadway project purposes under the laws of the State of Missouri; and

WHEREAS, the permanent right-of-way is necessary in order to build the intersection to current standards and specifications; and

WHEREAS, certain easements for construction purposes are necessary to facilitate the construction of the roadway project; and

WHEREAS, certain utility easements are necessary to facilitate the construction of the project; and

WHEREAS, a specific description of the owners of the subject real estate interests, and the interest in land necessary to be acquired in order to proceed with the project, are attached hereto as exhibits and incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1) The Boone County Commission has found that the acquisition of the interests in real estate described in the attached exhibits are necessary for public use in order to improve and maintain County roads for the use of the residents of Boone County, and the general public.

2) The Chief Engineer of Resource Management or his designee is authorized and directed to negotiate with the owners of the said property and to send all required notices on behalf of the County to acquire the necessary interests in real estate. Said negotiations shall be subject to the final approval of the County Commission.

3) The payment of damages, if any, to the owners thereof, shall be paid out of the County Road and Bridge Fund and any special funds received for making these improvements.

4) Should the County be unable to acquire any and all of the required interests in real estate through negotiation, the County Counselor is authorized and directed to commence, in the name of the County, a condemnation action to condemn such real estate as described in the attached exhibits which cannot be voluntarily obtained against all parties who have an interest therein, and provide all notices as required by law.

SO RESOLVED AND ORDERED the day and year first above written.

Daniel K. Atwill

Boone County Presiding Commissioner

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Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

ATTEST:

Wendy S. Noracc

County Clerk

### EXHIBIT

#### **Boone County Fire Protection District**

### PERMANENT ROADWAY EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-204-10-00-001.01 01

An irregular shaped parcel of land in a tract of land described in a warranty deed in Book 881 at Page 764, said tract of land as shown by a survey in Book 882 at Page 205, both of the Boone County Records; situate in the northeast quarter (1/4) of the northeast quarter (1/4) of Section 10, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the northeast corner of said Tract of land, also being the northeast corner of said Section 10; thence along the east line of said tract, said line also being the east line of said Section 10, S.1°20'40"W., 5.21 feet the south line of a public roadway and utility easement as described by deed in Book 1424 at Page 633, of the Boone County Records, also the POINT OF BEGINNING; thence continuing along said east line S.1°20'40"W., 31.97 feet; thence leaving said east line N.65°22'35"W., 64.74 feet; thence N.74°27'35"W., 16.50 feet to said south line of public roadway and utility easement; thence along said south line N.89°34'10"E., 75.51 feet to the POINT OF BEGINNING and containing 1,122 square feet inclusive of 972 square feet of existing 16' sanitary sewer easement recorded in Book 1075 at Page 207, 20' drainage easement recorded in Book 1424 at Page 634 and 20' public safety early warning siren easement recorded in Book 1511 at Page 541.

#### **Boone County Fire Protection District**

#### PERMANENT UTILITY EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-204-10-00-001.01 01

An irregular shaped parcel of land across a tract of land described in a warranty deed in Book 881 at Page 764, said tract of land as shown by a survey in Book 882 at Page 205, both of the Boone County Records; situate in the northeast quarter (1/4) of the northeast quarter (1/4) of Section 10, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the northeast corner of said tract of land, also being the northeast corner of said Section 10; thence along the east line of said tract, said line also being the east line of said Section 10, S.1°20'40"W., 37.18 feet the southeast corner of the permanent street easement line granted this date, also the POINT OF BEGINNING; thence leaving said east line and along the lines of said permanent street easement, N.65°22'35"W., 64.74 feet; thence N.74°27'35"W., 16.50 feet to the south line of a public roadway and utility easement as described by deed in Book 1424 at Page 633, of the Boone County Records, thence along said south line, S.89°34'10"W., 194.14 feet to the west line of said tract of land; thence leaving said south line and along said west line S.1°18'55"W., 18.93 feet; thence leaving said west line, N.84°21'05"E., 98.07 feet; thence N.89°34'10"E., 94.44 feet; thence along a non-tangent curve to the right having a radius of 76.50 feet, a distance of 20.64 feet (the chord of said curve having bearing and distance of S.73°06'20"E., 20.58 feet); thence S.65°22'35"E., 63.08 feet to said east line of the tract of land; thence along said east line, N.1°20'40"E., 10.89 feet to the POINT OF BEGINNING and containing 3,189 square feet inclusive of 357 square feet of existing 16' sanitary sewer easement recorded in Book 1075 at Page 207, and 20' drainage easement recorded in Book 1424 at Page 634.

### **Boone County Fire Protection District**

#### TEMPORARY CONSTRUCTION EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-204-10-00-001.01 01

An irregular shaped parcel of land in a tract of land described in a warranty deed in Book 881 at Page 764, said tract of land as shown by a survey in Book 882 at Page 205, both of the Boone County Records; situate in the northeast quarter (1/4) of the northeast quarter (1/4) of Section 10, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the northeast corner of said Tract of land, also being the northeast corner of said Section 10; thence along the east line of said tract, said line also being the east line of said Section 10, S.1°20'40"W., 5.21 feet to the POINT OF BEGINNING; thence continuing along said east line, S.1°20'40"W., 57.02 feet; thence leaving said east line, N.62°56'10"W., 101.79 feet to the south line of permanent utility easement granted this date; thence along said south line, S.89°34'10"W., 100.75 feet; thence leaving said south line, N.0°00'35"E., 10.00 feet to the south line of an existing public roadway and utility easement recorded in Book 1424 at Page 633; thence along said south line, N.89°34'10"E., 192.73 feet to the POINT OF BEGINNING and containing 975 square feet exclusive of 3,107 square feet of permanent roadway and utility easements granted this date and inclusive of 1,747 square feet of existing 16' sanitary sewer easement recorded in Book 1075 at Page 207, 20' drainage easement recorded in Book 1424 at Page 634 and 20' public safety early warning siren easement recorded in Book 1511 at Page 541.

#### PERMANENT ROADWAY EASEMENT

# **Evoject: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-313-11-01-127.00 01**

An irregular shaped parcel of land in a tract of land described in a quit claim deed in Book 3710 at Page 00. said tract being Lot 2 of Fairway Meadows Block No. 3 as recorded in Plat Book 10 at Page 22, both of the Boone County Records; situate in the northwest quarter (1/4) of the northwest quarter (1/4) of Station 11, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Starting at the northeast corner of said Lot 2; thence along the east line of said lot, also being the west right-of-way line of Player Place, S.0°49'55"W., 32.93 feet; thence leaving said east line N.25°29'30"W., 36.69 feet to the north line of said lot; thence along said north line S.89°19'35"E., 16.27 feet to the POINT OF BEGINNING and containing 268 square feet inclusive of 138 square feet of existing 8' platted easement and 10' sanitary sewer easement recorded in Book 915 at Page 200.

### PERMANENT UTILITY EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-313-11-01-127.00 01

A strip of land ten (10) feet in width across a tract of land described in a quit claim deed in Book 3710 at Page 99, said tract being Lot 2 of Fairway Meadows Block No. 3 as recorded in Plat Book 10 at Page 22, both of the Boone County Records; situate in the northwest quarter (1/4) of the northwest quarter (1/4) of Section 11, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the northeast corner of said Lot 2; thence along the east line of said lot, also being the west right-of-way line of Player Place, S.0°49'55"W., 32.93 feet to the POINT OF BEGINNING; thence leaving said east line and along the west line of a permanent roadway easement granted this date, N.25°29'30"W., 36.69 feet to the north line of said lot; thence along said north line N.89°19'35"W., 11.14 feet; thence leaving said north line, S.25°29'30"E., 61.82 feet to the east line of said lot; thence along said east line N.0°49'55"E., 22.55 feet to the POINT OF BEGINNING and containing 493 square feet inclusive of 111 square feet of existing 8' platted easement and 10' sanitary sewer easement recorded in Book 915 at Page 200.

## TEMPORARY CONSTRUCTION EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-313-11-01-127.00 01

An irregular shaped parcel of land in a tract of land described in a quit claim deed in Book 3710 at Page 99, said tract being Lot 2 of Fairway Meadows Block No. 3 as recorded in Plat Book 10 at Page 22, both of the Boone County Records; situate in the northwest quarter (1/4) of the northwest quarter (1/4) of Section 11, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Starting at the northeast corner of said Lot 2; thence along the east line of said lot, also being the west right-of-way line of Player Place, S.0°49'55"W., 76.88 feet; thence leaving said east line N.14°46'00"W., 50.98 feet; thence N.40°39'00"W., 36.94 feet to the north line of said lot; thence S.89°19'35"E., 38.18 feet to the POINT OF BEGINNING and containing 295 square feet exclusive of 761 square feet of permanent roadway and utility easements granted this date and inclusive of 338 square feet of existing 8' platted easement and 10' sanitary sewer easement recorded in Book 915 at Page 200.

## PERMANENT ROADWAY EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-313-11-01-125.00 01

An irregular shaped parcel of land in a tract of land described in a quit claim deed in Book 3710 at Page 99, said tract being Lot 9 of Fairway Meadows Block No. 3 as recorded in Plat Book 10 at Page 22, both of the Boone County Records; situate in the northwest quarter (1/4) of the northwest quarter (1/4) of Section 11, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Starting at the northwest corner of said Lot 9; thence along the west line of said lot, also being the east right-of-way line of Player Place, S.0°49'55"W., 2.06 feet to the south line of a public roadway and utility easement as described in Book 1471 at Page 873 of Boone County Records and the POINT OF BEGINNING; thence continuing along said west line S.0°49'55"W., 3.80 feet, thence leaving said west line, N.74°58'15"E., 15.10 feet to the south line of said public roadway and utility easement; thence along said south line S.89°33'25"W., 14.53 feet to the POINT OF BEGINNING and containing 28 square feet.

#### PERMANENT UTILITY EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-313-11-01-125.00 01

A strip of land ten (10) feet in width across a tract of land described in a quit claim deed in Book 3710 at Page 99, said tract being Lot 9 of Fairway Meadows Block No. 3 as recorded in Plat Book 10 at Page 22, both of the Boone County Records; situate in the northwest quarter (1/4) of the northwest quarter (1/4) of Section 11, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the northwest corner of said Lot 9; thence along the west line of said lot, also being the east right-of-way line of Player Place, S.0°49'55"W., 5.86 feet to the POINT OF BEGINNING; thence leaving said east line and along the south line of a permanent roadway easement granted this date, N.74°58'15"E., 15.10 feet to the south line of a public roadway and utility easement as described in Book 1471 at Page 873 of Boone County Records; thence along said south line N.89°33'25"E., 39.71 feet; thence leaving said south line, S.74°58'15"W., 56.37 feet to the west line of said lot; thence along said west line N.0°49'55"E., 10.40 feet to the POINT OF BEGINNING and containing 357 square feet.

#### TEMPORARY CONSTRUCTION EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-313-11-01-125.00 01

An irregular shaped parcel of land in a tract of land described in a quit claim deed in Book 3710 at Page 99, said tract being Lot 9 of Fairway Meadows Block No. 3 as recorded in Plat Book 10 at Page 22, both of the Boone County Records; situate in the northwest quarter (1/4) of the northwest quarter (1/4) of Section 11, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the northwest corner of said Lot 9; thence along the west line of said lot, also being the east right-of-way line of Player Place, S.0°49'55"W., 2.06 feet to the south line of a public roadway and utility easement as described in Book 1471 at Page 873, also being the POINT OF BEGINNING; thence continuing along said line S.0°49'55"W., 137.94 feet to the southwest corner of said lot; thence leaving said west line and along the south line of said lot, S.89°19'45"E., 5.24 feet; thence leaving said south line N.17°08'20"E., 13.95 feet; thence N.0°27'05"E., 37.68 feet; thence N.62°54'15"E., 17.56 feet; thence N.1°30'10"E., 69.96 feet; thence N.83°46'55"E., 58.07 feet to the east line of said lot; thence N.0°49'55"E., 3.40 feet to the south line of said public roadway and utility easement; thence leaving said east line and along said south line, S.89°33'25"W., 82.89 feet to the POINT OF BEGINNING and containing 2,517 square feet exclusive of 385 square feet of permanent roadway and utility easements granted this date and inclusive of 51 square feet of existing 8' platted easement.

#### Samuel J. & Donna D. Atkinson

#### PERMANENT ROADWAY EASEMENT

# **Example 2:** St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-212-03-00-013.00 01

An irregular shaped parcel of land in a tract of land described in a trustees deed in Book 3568 at Page and tract being part of a survey recorded in Book 289 at Page 124, both of the Boone County Records; situate in the southeast quarter (1/4) of the southeast quarter (1/4) of Section 3, Township 48 and the Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the southwest corner of said tract of land; thence along the west line of said tract, N1°14'30"E., 55.77 feet to the north line of a public roadway and utility easement described in Book 1470 at Page 304, also being the POINT OF BEGINNING; thence continuing on said west line, N.1°14'30"E., 21.54 feet; thence leaving said west line, N.89°33'00"E., 37.18 feet; thence along a curve to the left having a radius of 236.50 feet, a distance of 39.81 feet (chord being N.84°43'40"E., a distance of 39.76 feet) to the east line of said tract; thence along said east line, S.1°14'30"W., 24.92 feet to said north line of public roadway and utility easement; thence leaving said east line and along said north line, S.89°34'20"W., 76.70 feet to the POINT OF BEGINNING and containing 1,697 square feet inclusive of 1,152 square feet of an existing 16' sanitary sewer easement recorded in Book 1075 at Page 213.

#### Samuel J. & Donna D. Atkinson

### PERMANENT UTILITY EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-212-03-00-013.00 01

A strip of land ten (10) feet in width across a tract of land described in a trustees deed in Book 3568 at Page 93, said tract being part of a survey recorded in Book 289 at Page 124, both of the Boone County Records; situate in the southeast quarter (1/4) of the southeast quarter (1/4) of Section 3, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the southwest corner of said tract of land; thence along the west line of said tract, N.1°14'30"E., 77.31 feet to the north line of permanent roadway easement granted this date, also being the POINT OF BEGINNING; thence leaving said west line, N.89°33'00"E., 37.18 feet; thence along a curve to the left having a radius of 236.50 feet, a distance of 39.81 feet (chord being N.84°43'40"E., a distance of 39.76 feet) to the east line of said tract; thence along said east line, N.1°14'30"E., 10.21 feet; thence leaving said east line and along a non-tangent curve to the right having a radius of 226.50 feet a distance of 40.13 feet (chord being S.84°28'30"W., a distance of 40.08 feet); thence S.89°33'00"W., 36.89 feet to the west line of said tract; thence along said west line, S.1°14'30"W., 10.00 feet to the POINT OF BEGINNING and containing 770 square feet inclusive of 5 square feet of an existing 16' sanitary sewer easement recorded in Book 1075 at Page 213.

### Samuel J. & Donna D. Atkinson

### TEMPORARY CONSTRUCTION EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-212-03-00-013.00 01

An irregular shaped parcel of land in a tract of land described in a trustees deed in Book 3568 at Page 93, said tract being part of a survey recorded in Book 289 at Page 124, both of the Boone County Records; situate in the southeast quarter (1/4) of the southeast quarter (1/4) of Section 3, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the southwest corner of said tract of land; thence along the west line of said tract, N.1°14'30"E., 55.77 feet to the north line of a public roadway and utility easement described in Book 1470 at Page 304, also being the POINT OF BEGINNING; thence continuing on said west line, N.1°14'30"E., 31.54 feet to the north line of a permanent utility easement granted this date; thence leaving said west line and along said north line, N.89°33'00"E., 36.89 feet; thence along a curve to the left having a radius of 226.50 feet a distance of 40.13 feet (chord being N.84°28'30"E., a distance of 40.08 feet) to the east line of said tract; thence along said east line, S.1°14'30"W., 35.13 feet to the north line of a public roadway and utility easement described in Book 1470 at Page 304; thence along said north line S.89°34'20"W., 76.70 feet to the POINT OF BEGINNING and containing 2,467 square feet inclusive of permanent roadway and utility easements granted this date and 1,158 square feet of an existing 16' sanitary sewer easement recorded in Book 1075 at Page 213.

### James D and Bonita F Roberts

#### PERMANENT ROADWAY EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-212-03-00-014.00 01

An irregular shaped parcel of land in a tract of land described in a warranty deed in Book 417 at Page 607, said tract being part of a survey recorded in Book 289 at Page 124, both of the Boone County Records; situate in the southeast quarter (1/4) of the southeast quarter (1/4) of Section 3, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the southwest corner of said tract of land; thence along the west line of said tract, N.1°14'30"E., 57.77 feet to the north line of a roadway and utility easement as described in Case Number 1399CC081023 filed in the Circuit Court of Boone County, also being the POINT OF BEGINNING; thence leaving said west line and along said north line, N.89°33'55"E., 91.71 feet; thence S.88°56'05"E., 25.00 feet to the east line of said tract, also being the east section line of said Section 3; thence leaving said north line and along said east line, N.1°14'30"E., 192.73 feet to the northeast corner of said tract; thence leaving said east line and along the north line of said tract, N.89°30'30"W., 36.01 feet; thence leaving said north line and along a non-tangent curve to the left having a radius of 213.50 feet, a distance of 63.61 feet (chord being S.8°23'55"E., a distance of 63.38 feet); thence along a reverse curve to the right having a radius of 86.50 feet a distance of 64.52 feet (chord being S.4°24'30"W., a distance of 63.03 feet); thence along a compound curve to the right having a radius of 39.00 feet a distance of 24.13 feet (chord being S.43°30'05"W., a distance of 23.75 feet); thence along compound curve to the right having a radius of 236.50 feet a distance of 77.10 feet (chord being S.70°34'00"W., a distance of 76.76 feet) to the west line of said tract; thence along said west line, S.1°14'30"W., 24.92 feet to the POINT OF BEGINNING and containing 5,583 square feet, inclusive of 2,219 square feet of existing water line easement as recorded in Book 297 at Page 67 of said Records, also inclusive of 988 square feet of existing 16 foot wide sanitary sewer easement as described by Book 1075 at Page 210 and a drainage easement as described by Case Number 1399CC081023 filed in the Circuit Court of Boone County, and exclusive of 3,263 square feet of existing roadway.

#### James D and Bonita F Roberts

### PERMANENT UTILITY EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-212-03-00-014.00 01

A strip of land ten (10) feet in width across a tract of land described in a warranty deed in Book 417 at Page 607, said tract being part of a survey recorded in Book 289 at Page 124, both of the Boone County Records; situate in the southeast quarter (1/4) of the southeast quarter (1/4) of Section 3, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the southwest corner of said tract of land; thence along the west line of said tract, N.1°14'30"E., 82.69 feet to the north line of permanent roadway easement granted this date and the POINT OF BEGINNING; thence continuing N.1°14'30"E., 10.21 feet; thence leaving said west line along a non-tangent curve to the left having a radius of 226.50 feet a distance of 71.84 feet (chord being N.70°18'50"E., a distance of 71.54 feet); thence along a compound curve to the left having a radius of 29.00 feet a distance of 17.94 feet (chord being N.43°30'05"E., a distance of 17.66 feet); thence along a compound curve to the left having a radius of 76.50 feet a distance of 57.07 feet (chord being N.4°24'25"E., a distance of 55.75 feet); thence along a reverse curve to the right having a radius of 223.50 feet a distance of 66.65 feet (chord being N.8°23'25"W., a distance of 66.41 feet) to the north line of said tract; thence along said north line S.89°30'30"E., 10.00 feet to the west line of said permanent roadway easement granted this date; thence leaving said north line and along said west line on a non-tangent curve to the left having a radius of 213.50 feet, a distance of 63.61 feet (chord being S.8°23'55"E., a distance of 63.38 feet); thence along a reverse curve to the right having a radius of 86.50 feet a distance of 64.52 feet (chord being S.4°24'30"W., a distance of 63.03 feet); thence along a compound curve to the right having a radius of 39.00 feet a distance of 24.13 feet (chord being S.43°30'05"W., a distance of 23.75 feet); thence along compound curve to the right having a radius of 236.50 feet a distance of 77.10 feet (chord being S.70°34'00"W., a distance of 76.76 feet) to the POINT OF BEGINNING and containing 2,214 square feet inclusive of 652 square feet of existing water line easement as recorded in Book 297 at Page 67 of said Records.

#### James D and Bonita F Roberts

#### TEMPORARY CONSTRUCTION EASEMENT

### Project: St. Charles Road/Lake of the Woods (32-01-11)

#### Parcel: 17-212-03-00-014.00 01

An irregular shaped parcel of land in a tract of land described in a warranty deed in Book 417 at Page 607, said tract being part of a survey recorded in Book 289 at Page 124, both of the Boone County Records; situate in the southeast quarter (1/4) of the southeast quarter (1/4) of Section 3, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the southwest corner of said tract of land; thence along the west line of said tract, N.1°14'30"E., 57.77 feet to the north line of a roadway and utility easement as described in Case Number 1399CC081023 filed in the Circuit Court of Boone County, also being the POINT OF BEGINNING; thence leaving said west line and along said north line, N.89°33'55"E., 91.71 feet; thence S.88°56'05"E., 25.00 feet to the east line of said tract, also being the east section line of said Section 3; thence leaving said north line and along said east line, N.1°14'30"E., 192.73 feet to the northeast corner of said tract; thence leaving said east line and along the north line of said tract, N.89°30'30"W., 46.01 feet to the westerly line of a permanent utility easement granted this date; thence leaving said north line and along said westerly line along a non-tangent curve to the left having a radius of 223.50 feet, a distance of 66.65 feet (chord being S.8°23'25"E., a distance of 66.41 feet); thence along a reverse curve to the right having a radius of 76.50 feet, a distance of 8.09 feet (chord being S.13°56'10"E., a distance of 8.08 feet); thence leaving said westerly line S.1°16'35"E., 25.59 feet; thence S.37°19'40"W., 31.43 feet; thence S.68°20'45"W., 50.34 feet; thence S.38°50'15"W., 17.30 feet to the northerly line of a permanent utility easement granted this date; thence along said northerly line along a non-tangent curve to the right having a radius of 226.50 feet, a distance of 9.83 feet (chord being S.78°09'20"W., a distance of 9.83 feet) to the west line of said tract; thence along said west line, S.1°14'30"W., 35.13 feet to the POINT OF BEGINNING and containing 827 square feet exclusive of 11,060 square feet of permanent roadway and utility easements granted this date and existing roadway and inclusive of 988 square feet of existing 16' sanitary sewer easement recorded in Book 1075 at Page 210 and existing drainage easement as described in Case Number 1399CC081023 filed in Circuit Court in Boone County.

## **Gregory Kemp**

### PERMANENT DRAINAGE EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-212-03-00-015.00 01

A four (4) sided parcel of land in a tract of land described in a warranty deed in Book 2373 at Page 137, and tract being part of a survey recorded in Book 289 at Page 124, both of the Boone County Records; situate in the southeast quarter (1/4) of the southeast quarter (1/4) of Section 3, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the southeast corner of said tract of land; thence along the south line of said tract, N.89°30'30"W., 10.01 feet to the POINT OF BEGINNING; thence continuing along said south line, N89°30'30"W., 20.33 feet; thence leaving said south line, N.0°04'30"W., 19.99 feet; thence S.89°39'05"E., 20.47 feet; thence S.0°20'55"W., 20.04 feet to the POINT OF BEGINNING and containing 226 square feet inclusive of 226 square feet of existing water line easement as recorded in Book 297 at Page 67 of said Records and exclusive of 182 square feet of existing roadway.

## **Gregory Kemp**

### TEMPORARY CONSTRUCTION EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-212-03-00-015.00 01

A four (4) sided parcel of land in a tract of land described in a warranty deed in Book 2373 at Page 137, said tract being part of a survey recorded in Book 289 at Page 124, both of the Boone County Records; situate in the southeast quarter (1/4) of the southeast quarter (1/4) of Section 3, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Starting at the southeast corner of said tract of land; thence along the south line of said tract, N.89°30'30"W., 46.01 feet; thence leaving said south line, N.21°55'00"E., 26.78 feet; thence S.89°39'05"E., 36.56 feet to the east line of said tract; thence along said east line S.1°14'30"W., 25.02 feet to the POINT OF BEGINNING and containing 322 square feet inclusive of 148 square feet of existing water line easement as recorded in Book 297 at Page 67 of said Records, exclusive of 226 square feet of permanent drainage easement granted this date and 483 square feet of existing roadway.

### **Curtis S Bock**

### PERMANENT ROADWAY EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-309-02-00-017.00 01

An irregular shaped parcel of land in a tract of land described in a warranty deed in Book 3211 at Page 45 of the Boone County Records; situate in the southwest quarter (1/4) of the southwest quarter (1/4) of Section 2, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the southwest corner of said tract of land; thence along the west line of said tract, N.1°14'30"E., 61.54 feet to the north line of public roadway and utility easement as described in Book 1479 at Page 454, also the POINT OF BEGINNING; thence continuing along said west line, N.1°14'30"E., 188.47 feet to the northwest corner of said tract; thence leaving said west line and along the north line of said tract, S.89°19'45"E., 30.13 feet; thence leaving said north line and along a nontangent curve to the left having a radius of 486.50 feet a distance of 153.90 feet (chord being S.15°26'45'E., a distance of 153.26 feet); thence along a compound curve to the left having a radius of 69.00 feet a distance of 72.77 feet (chord being S.54°43'25"E., a distance of 69.45 feet) to the north line of said public road and utility easement; thence along said north line, S.89°34'50"W., 106.73 feet; thence N.88°45'30"W., 25.00 feet to the POINT OF BEGINNING and containing 8,363 square feet exclusive of 2,467 square feet of existing roadway.

#### **Curtis S Bock**

### PERMANENT UTILITY EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-309-02-00-017.00 01

A strip of land ten (10) feet in width across a tract of land described in a warranty deed in Book 3211 at Page 45 of the Boone County Records; situate in the southwest quarter (1/4) of the southwest quarter (1/4) of Section 2, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the southwest corner of said tract of land; thence along the west line of said tract, N.1°14'30"E., 250.01 feet to the northwest corner of said tract; thence leaving said west line and along the north line of said tract, S.89°19'45"E., 30.13 feet to the east line of a permanent roadway easement granted this date, also the POINT OF BEGINNING; thence leaving said north line and along a non-tangent curve to the left having a radius of 486.50 feet a distance of 153.90 feet (chord being S.15°26'45'E., a distance of 153.26 feet); thence along a compound curve to the left having a radius of 69.00 feet a distance of 72.77 feet (chord being S.54°43'25"E., a distance of 69.45 feet) to the north line of public roadway and utility easement as described in Book 1479 at Page 454; thence along said north line, N.89°34'50"E., 78.39 feet to the east line of said tract; thence with said east line N.1°45'45"E., 10.01 feet; thence leaving said east line S.89°34'50"W., 78.27 feet; thence along a non-tangent curve to the right having a radius of 59.00 feet a distance of 61.77 feet (chord being N.54°30'00"W., a distance of 58.99 feet); thence along a compound curve to the right having a radius of 59.00 feet a distance of 148.89 feet) to the north line of said tract; thence along a compound curve to the right having a radius of 29.00"W., a distance of 148.89 feet) to the north line of said tract; thence along said north line, N.89°19'45"W., 10.08 feet to the POINT OF BEGINNING and containing 2,973 square feet.

#### **Curtis S Bock**

#### TEMPORARY CONSTRUCTION EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-309-02-00-017.00 01

An irregular shaped parcel of land in a tract of land described in a warranty deed in Book 3211 at Page 45 of the Boone County Records; situate in the southwest quarter (1/4) of the southwest quarter (1/4) of Section 2, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the southwest corner of said tract of land; thence along the west line of said tract, N.1°14'30"E., 61.54 feet to the north line of public roadway and utility easement as described in Book 1479 at Page 454, also the POINT OF BEGINNING; thence continuing along said west line, N.1°14'30"E., 188.47 feet to the northwest corner of said tract; thence leaving said west line and along the north line of said tract, S.89°19'45"E., 40.21 feet to the east line of a permanent utility easement granted this date; thence leaving said north line and along said east line on a non-tangent curve to the left having a radius of 476.50 feet a distance of 101.24 feet (chord being S.12°37'05'E., a distance of 101.05 feet); thence leaving said east line S.61°13'00"E., 30.72 feet; thence S.89°15'10"E., 18.04 feet; thence S.49°08'40"E., 13.81 feet; thence S.53°39'45"E., 18.42 feet; thence S.1°09'50"W., 35.45 feet; thence along said north line, N.89°34'50"E., 45.92 feet to the east line of said tract; thence along said east line S.1°45'45"W., 10.01 feet to the north line of a public road and utility easement as described in Book 1479 at 454; thence along said north line, S.89°34'50"W., 185.12 feet; thence N.88°45'30"W., 25.00 feet to the POINT OF BEGINNING and containing 3,057 square feet exclusive of 13,803 square feet of permanent roadway easement and utility easement granted this date;

### Frank A and Katie L Moore

## PERMANENT UTILITY EASEMENT

# Project: St. Charles Road/Lake of the Woods (32-01-11) Parcel: 17-309-02-00-018.00 01

A strip of land ten (10) feet in width across a tract of land described in a warranty deed in Book 520 at Page 563, also being Tracts A and B of a survey recorded in Book 379 at Page 767, both of the Boone County Records; situate in the southwest quarter (1/4) of the southwest quarter (1/4) of Section 2, Township 48 North, Range 12 West, Boone County, Missouri; said parcel being described as follows:

Commencing at the northeast corner of said Tract B; thence along the east line of said tract, S.1°14'55"W., 171.18 feet to the POINT OF BEGINNING; thence leaving said east line, S.89°35'45"W., 214.15 feet to the west line of Tract A; thence along said west line, S.1°45'45"W., 10.01 feet to the north line of public roadway and utility easement as described in Book 1515 at Page 719; thence leaving said west line and along said north line, N.89°35'45"E., 214.24 feet to said east line of Tract B; thence leaving said north line and along said east line, N.1°14'55"E., 10.00 feet to the POINT OF BEGINNING and containing 2,142 square feet.

200 -2012

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	April S	Session of the April A	Adjourned		Term. 20	12
County of Boone	<b>J</b> <sup>ca.</sup>					
In the County Commission	of said county, on the	24 <sup>th</sup>	day of	April	20	12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between Crawford, Bunte, Brammeier and Boone County, Missouri for consultant services. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 24<sup>th</sup> day of April, 2012.

ATTEST:

Werdy S. Noren CC

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

ller Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

#### GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this <u>11</u><sup>th</sup> day of <u>April</u>, 2012, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and GEORGE L. CRAWFORD & ASSOCIATES, D/B/A CRAWFORD, BUNTE, BRAMMEIER (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. Agreement duration – This contract shall be in effect beginning January 1, 2012 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2012. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

Services - As authorized by the Owner in writing, the Consultant shall provide 2. the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services -** Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

2.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

Compensation - Each proposal for services shall state the basis of compensation 2.3 on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. Additional Services - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. Owner Authorization - When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

GEORGE L. CRAWFORD & ASSOCIATES, D/B/A CRAWFORD, BUNTE, BRAMMEIER

By Vice President

**BOONE COUNTY, MISSOURI** By

Presiding Commissioner

Dated: April 11, 2012

Dated: 4/24/2012

APPROVED AS TO FORM:

Our Coun

ATTEST:

5. Noren CC

County Clerk

APPROVED: NUX

Director, Boone County Resource Management

### WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Saint Louis State of Missouri

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My name is Shawn Leight. I am an authorized agent of GEORGE L. CRAWFORD & ASSOCIATES, D/B/A CRAWFORD, BUNTE, BRAMMEIER (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

April 11, 2012 Affiant Date

Shawn Leight Printed Name

Subscribed and sworn to before me this //day of

Notary Public

-i

DIANE M. MIROMONTI Notary Public - Notary Seal STATE OF MISSOURI St. Louis County My Commission Expires 6/18/2013 Commission # 09477607

201 -2012

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	April Session of the April Adjourned			Term. 20	12
County of Boone					
In the County Commission of said county, on	the $24^{th}$ da	ay of	April	20	12

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 to account for both the revenue and expenses associated with the City of Ashland portion of the seal coat operation that they will reimburse us for:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2040	3528	PW – Main Operations	Reimb Personnel/Projects		1,321.00
2041	3528	Pavement Preservation	Reimb Personnel/Projects		6,913.00
2041	71100	Pavement Preservation	Outside Services (rock)		1,081.00
2041	26300	Pavement Preservation	Chemical & Materials (oil)		3,899.00
2041	71700	Pavement Preservation	Equipment Rental (roller)		152.00
2041	71100	Pavement Preservation	Outside Services (sweeping)		171.00
2041	59000	Pavement Preservation	Fuel/gasoline (county equip & rented)		1,610.00

Done this 24<sup>th</sup> day of April, 2012.

ATTEST:

<u>uerdy S. Moren</u> cc Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

ml Ce.

Karen M. Miller Distriet I Commissioner

Skip Elkin V District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

3/21/12 EFFECTIVE DATE

# RECEIVED

MAR 2 8 2012

FOR AUDITORS USE

			BOONE COUNTY AUDITOR	(Use whole \$ Transfer From	\$ amounts) Transfer To
Dept	Account	Fund/Dept Name	Account Name	Decrease	Increase
2040	3528	PW - Main Operations	Reimb Personnel/Projects		1,321
2041	3528	Pavement Preservation	Reimb Personnel/Projects		6,913
2041	71100	Pavement Preservation	Outside Services (rock)		1,081
2041	26300	Pavement Preservation	Chemical & Materials (oil)		3,899
2041	71700	Pavement Preservation	Equipment Rental (roller)		152
2041	71100	Pavement Preservation	Outside Services (sweeping)		171
2041	59000	Pavement Preservation	Fuel/gasoline (county equip & rented)		1,610
		·			
					· · ·
					15,147

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

This budget amendment is need to account for both the revenue & expenses associated with the City of Ashland portion of the Seal Coat operation which they will reimburse us for. There is no budgetary impact for the remainder of this year or any future years.

-3/28/12 3/27/12

To: County Clerk's Office **Requesting Official** Comm Order # <u>2c1-zorz</u> TO BE COMPLETED BY AUDITOR'S OFFI 44A schedule of previously processed Budget Revisions/Amendmen Return to Auditor's Office Please do not remove staple.

A fund-solvency schedule is attached.

anda Comments: Auditor/s/Office NG COMMISSIONER TRICT I COMMISSIONER DISTRICT & COMMISSIONER DIS

#### 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 days period may not be waived.
 The Budget Amendment may not be approved prior to the Public Hearing.

# 2010 Seal Coat Costs

	Installed Qty (sy)		
Iron Mountain Trap Rock	79,056	Subdivisions & Clean	riew Rd. 👘
Osage River Rock	141,362	Rangeline Rd. and Co	edar Tree Ln.
Total	220,418		
2010 Seal Coat Costs	. •	· .	
Base Costs	Cost	Cost/sy	
Binder	\$196,352.33	\$0.891	
Sweeping - Contracted	\$8,493.75	\$0.039	
Roller Rental	\$8,200.00		
Labor	\$66,459.89	\$0.302	
Boone County Equipment	<u>\$81,025.68</u>	<u>\$0.368</u>	
Base Costs	\$360,531.65	\$1.636	
Screen Rental	\$5,115.00	\$0.065	(IMTR sy)
Screen Repair	\$725.00	\$0.009	(IMTR sy)
Screening Total	\$5,840.00	\$0.074	(IMTR sy)
Rock - Osage River Rock	\$34,889.95	\$0.247	(ORR sy)
Anticipated 2011 Cost Isy		. •	
Rock		\$0.247	
Base Cost		<u>\$1.636</u>	
Total		\$1.882	
10% Contingency		\$0.188	Labor.
Total w/ Contingency	. [	\$2.071	Xabor 302 = 1.2

3978 \$1321 3322 Dei -2040-03528 - Tabou \$ 109 -03528 - Pot Mot 3928 2041 roct P 3978 2041 - 71100-,271 3 Ŧ 3978 2041 - 26300 - 01 .9801 ć 3918 2 2041 - 71700 - Potter .0383 66 .0429 3° Sweepi 2041 - 71100 -10. · 4048 , ᡃᠫᡗ 2041-59000

#### BOONE COUNTY AND CITY OF ASHLAND ROAD MAINTENANCE COOPERATIVE AGREEMENT

#### **2012 Pavement Preservation Projects**

THIS AGREEMENT is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "Boone County" and the City of Ashland, Missouri, a political subdivision of the State of Missouri, herein "City".

WHEREAS, County and City desire to cooperate with each other on the maintenance of certain roadways in which both County and City have certain maintenance obligations; and

WHEREAS, the parties are authorized pursuant to the provisions of RSMo §70.220 to enter into this cooperative agreement; and

WHEREAS, cooperation between the parties for the purposes herein stated is intended to benefit each through the containment and reduction of associated costs as well as provide for the preservation and maintenance of the impacted roadways.

#### WITNESSETH:

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

- 1. <u>PURPOSE</u>: The purpose of this agreement is to formalize the understanding between the parties regarding the sharing of costs associated with pavement preservation work to be done as part of the 2012 construction season.
- 2. <u>SHARED MAINTENANCE OBLIGATIONS</u>: Currently, County is responsible for the maintenance of Liberty Lane as part of its road system, except that the City is responsible for a one half interest in maintenance responsibilities for those portions of the roads adjacent to property annexed into the City of Ashland, and that City is solely responsible for that portion adjacent to the parcel owned by Dale and Nancy Lenger, Parcel # 24-502-15-00-005.02 01 as defined in the maintenance agreement accepted by Boone County Commission Order 450-2010 and City of Ashland Council Bill No. 2010-019; approximately the eastern 580' of the asphalt portion of Liberty Lane. Said shared maintenance obligations are depicted in the Exhibits attached hereto and incorporated herein by reference.

- LOCATION: The location of the 2012 Preservation Chip Seal project is as follows: Liberty Lane to begin approximately 730' west of Henry Clay Boulevard, at the concrete/asphalt joint, and continue west approximately 10,120' to Highway M.
- <u>WORK CONTEMPLATED</u>: County will perform, with its own forces, application of road oil, application of Osage River rock, Iron Mountain Trap Rock, or like aggregate, sweeping, and other associated preparatory work to complete the 2012 Preservation Chip Seal projects.
  - 5. <u>COST</u>: The costs for the Preservation Chip Seal project was calculated based on the surface area of pavement to be treated in areas of responsibility for each party and is summarized below.

2012 Preservation Chip Seal Project							
Road Name	Total Qty.	County Qty.	City Qty.	Unit Cost	City Cost		
Liberty Lane	26,181 s.y.	22,203 s.y.	3,978 s.y.	\$ 2.07	\$ 8,234.46		
Total		l			\$ 8,234.46		

2012 Cost Summary:

<u>\$ 8,234.46</u> Total \$ 8,234.46

46 Preservation Chip Seal Projects
46 + 10% Contingency = \$ 9,057.91

#### TOTAL COST TO CITY NOT TO EXCEED \$ 9,100.00

- 6. <u>Method of Payment</u>: The estimated costs of the Preservation Chip Seal projects, as listed above will be used in the request for payment. Final measurements will not be made, unless actual material use indicates significant difference from planned quantities. If a change in this amount is made, County will indicate said change on payment request to City. Upon completion of the project, County will request payment from City. City will reimburse County for requested costs within thirty (30) days of presentation of request.
- 7. <u>AUTHORITY</u>: The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.

IN WITNESS WHEREOF the parties through their duly authorize representatives have

executed this agreement effective as of the date of the last party and execute the same.

Executed by Boone County this <u>20</u> day of <u>March</u>, 2012 Executed by the City of Ashland this \_\_\_\_ day of \_\_\_\_\_, 2012

**CITY OF ASHLAND** 

Kelly Henderson, City Administrator

**BOONE COUNTY** anul

Stan Shawver, Director of Resource Management, Boone County

Daniel Atwill, Presiding Comm.

ATTEST:

Wendy S. Noren, County Clerk

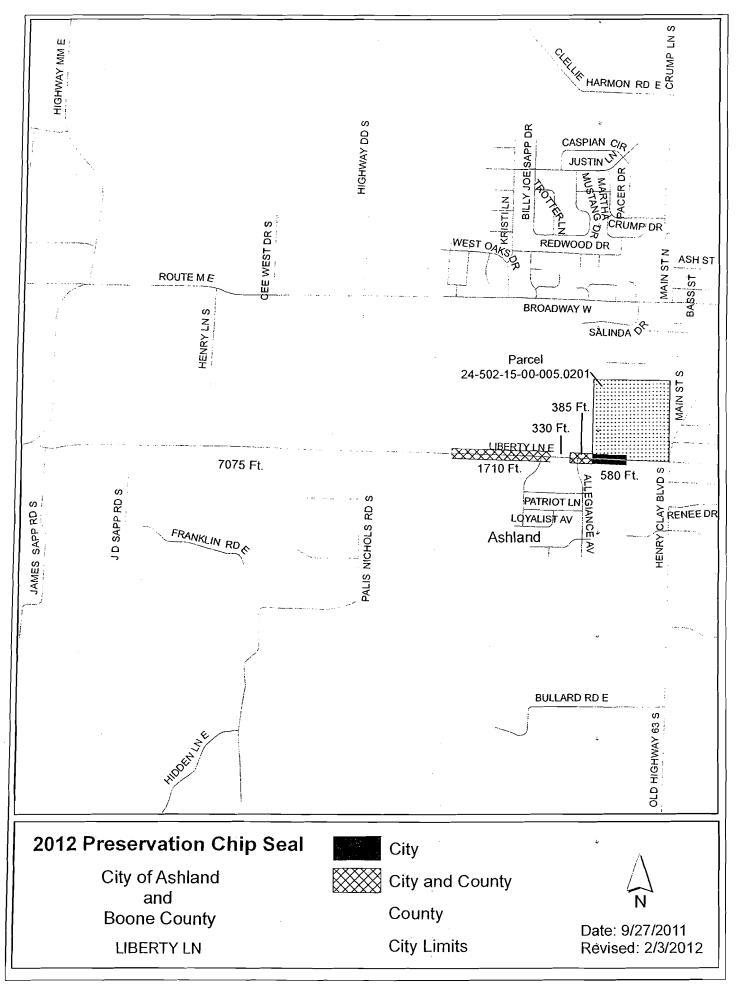
**Boone County Auditor Certification:** I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.

June E. Pitchford b. cg. 3/12/12 June E. Pitchford, County Auditor Data

APPROVED AS TO FORM:

jouse, County Counselor





#### Fund Statement - Road & Bridge Fund 204 and 208 Combined (Major Fund)

	2010 Actual	2011 Budget	2011 Projected	2012 Budget
REVENUES:				
Property Taxes	\$ 1,223,426	\$ 1,228,600	\$ <b>1,287,7</b> 00	\$ 1,253,000
Assessments	-	-	-	-
Sales Taxes Franchise Taxes	11,932,107	11,470,000	12,410,000	12,645,000
Licenses and Permits	8,644	- 9,500	8,540	5,000
Intergovernmental	1,336,154	1,157,000	1,314,328	1,797,174
Charges for Services	316,859	559,100	580,927	950,939
Fines and Forfeitures	-	-	-	-
Interest	48,399	46,610	53,715	45,780
Hospital Lease	-	-	-	•
Other	3,874	1,000	3,575	1,000
Total Revenues	14,869,463	14,471,810	15,658,785	16,697,893
EXPENDITURES:				
Personal Services	3,650,419	3,790,763	3,599,261	3,813,441
Materials & Supplies	2,486,150	2,767,399	2,043,172	2,731,470
Dues Travel & Training	16,089	30,950	17,609	36,102
Utilities	84,129	99,250	90,322	93,882
Vehicle Expense	581,320	791,079	740,194	858,080
Equip & Bldg Maintenance	328,650	326,690	293,515	246,185
Contractual Services	6,352,885	8,117,796	7,321,707	11,969,639
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	180,473	-	350,000
Other	(67,417)	1,095	(149,570)	771,337
Fixed Asset Additions	589,795	1,121,648	1,117,058	1,385,330
Total Expenditures	14,022,020	17,227,143	15,073,268	22,255,466
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	847,443	(2,755,333)	585,517	(5,557,573)
OTHER FINANCING SOURCES (USES):				
Transfer In	3,629	-	-	-
Transfer Out	-	. –	-	
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	74,368	150,000	7,070	377,800
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	<u> </u>	<u> </u>	- <u> </u>	<u>·</u>
Total Other Financing Sources (Uses)	77,997	150,000	7,070	377,800
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)	925,440	(2,605,333)	<b>592,58</b> 7	(5,179,773)
FUND BALANCE (GAAP), beginning of year	8,361,739	9,086,003	9,086,003	9,406,588
Less encumbrances, beginning of year	(1,622,614)	(1,421,438)	(1,421,438)	(1,149,436)
Add encumbrances, end of year	1,421,438	1,421,438	1,149,436	1,149,436
			<u> </u>	
FUND BALANCE (GAAP), end of year	<u>\$ 9,086,003</u>	<u>\$ 6,480,670</u>	<u>\$ 9,406,588</u>	<u>\$ 4,226,815</u>
FUND BALANCE RESERVES AND DESIGNATIONS, end of year Reserved				
Loan Receivable (Street NIDS/Levy District)	\$-	\$-	\$-	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	1,421,438	1,421,438	1,149,436	1,149,436
Designated:				
Capital Project and Other	1,039,400	1,039,400	2,989,000	
Total Fund Balance Reserves and Designations, end of year	2,460,838	2,460,838	4,138,436	1,149,436
FUND BALANCE, end of year	9,086,003	6,480,670	9,406,588	4,226,815
FUND BALANCE, and of year FUND BALANCE RESERVES/DESIGNATIONS, end of year	(2,460,838)	(2,460,838)	(4,138,436)	(1,149,436)
L C. L. DIELER FOR REGER FROM DOROTTER FOTO, OIL OF YOU		(2,100,000)		
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 6,625,165	\$ 4,019,832	\$ 5,268,152	\$ 3,077,379
Percent of expenditures	47.25%	23.33%	34.95%	13.83%

202 -2012

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	Cea.	April Session of the Apr	ril Adjourned		<b>Term. 20</b>	12
County of Boone	J					
In the County Commission	of said county, on the	24 <sup>th</sup>	day of	April	20	12

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

Now on this day the County Commission of the County of Boone does hereby award bid 15-22MAR12 – St. Charles Road Asphalt Overlay to Christensen Construction Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 24<sup>th</sup> day of April, 2012.

ATTEST:

Wendy S. Nore C-

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Miller

Karen M. Miller <u>Disprict I</u> Commissioner

Skip Elkin District II Commissioner

## **Boone County Purchasing**

**Tyson Boldan** Buyer



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

#### **MEMORANDUM**

TO:	Boone County Commission
FROM:	Tyson Boldan
DATE:	March 28, 2012
RE:	15-22MAR12 – St. Charles Road Asphalt Overlay

The Bid for St. Charles Road Asphalt Overlay closed on March 22, 2012. Thre bids were received. Purchasing and the Resource Management Department recommend award to Christensen Construction Co., for offering the lowest and best bid for Boone County.

The total award will be the bid amount of \$120,325.00 plus the 5% contingency amount of \$6,016.25 for a Purchase Order total of \$126,341.25. Invoices from this contract will be paid from department 2041 - Pavement Preservation, account 71202 - Contractor Costs. The budgeted amount for this project is \$126,677.00.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Bid File

## **Boone County Purchasing**

Tyson Boldan Buyer



613 E. Ash , Rm. 109 Columbia, MO 65201 (573) 886-4392 (573) 886-4390

TO:	Daniel Haid
	Project Engineer

- FROM: Tyson Boldan Buyer
- DATE: March 22, 2012

#### RE: Bid Award Recommendation – # 15-22MAR12 – St. Charles Road Asphalt Overlay

Attached is the bid tabulation for the three responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

#### **DEPARTMENT REPLY:**

Please	e complete the following:
Depa	rtment Number: 2041
Accou	int Number: 7/202
Budge	eted: \$ 126,677.00 Engineer's Estimate
Awar	eted: \$ <u>126,677.00 Engineers</u> Estimate d Amounts <u>120,325.00</u>
Conti	ngency Amount: 46,016.25 (5%)
Total	(contract award + contingency): \$126,341.25
$\checkmark$	Award Bid by low bid to Christensen Construction Co.
	Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).
	Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).
Administrativ	ve Authority Signature: Date:

#### 15-22MAR12 - St. Charles Road 2012 Pavement Preservation

. - .

BID TABULATION			CHRISTENSEN		APAC		FRECH	
Description	Unit	Qty.	Unit Price	Total		Unit Price	Unit Price	Total
MOBILIZATION	LS	1	\$3,000.00	\$3,000.00	\$2,090.00	\$2,090.00	\$875.00	\$875.00
REMOVALS - (INCLUDES MILLINGS)	LS	1	\$1,000.00	\$1,000.00	\$2,060.00	\$2,060.00	\$1,900.00	\$1,900.00
TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$8,000.00	\$8,000.00
TYPE 1 ROLLED STONE - (DRIVEWAY TRANSITIONS)	TON	100	\$70.00	\$7,000.00	\$39.00	\$3,900.00	\$30.00	\$3,000.00
DITCHING	LF	275	\$10.00	\$2,750.00	\$15.00	\$4,125.00	\$15.00	\$4,125.00
DIG OUT REPAIR	SY	581	\$67.00	\$38,927.00	\$86.00	\$49,966.00	\$70.00	\$40,670.00
DIG OUT REPAIR - EXTRA DEPTH	CY	20	\$50.00	\$1,000.00	\$94.00	\$1,880.00	\$70.00	\$1,400.00
ASPHALT BP-2, WEDGE/LEVELING COURSE (0.5" Avg.)	TON	200	\$78.00	\$15,600.00	\$77.65	\$15,530.00	\$112.00	\$22,400.00
ASPHALT BP-2 SURFACE COURSE (1.5")	TON	616	\$78.00	\$48,048.00	\$77.65	\$47,832.40	\$81.39	\$50,136.24
SEEDING & TYPE 3 MULCH (HYDROSEED)	LS	1	\$1,000.00	\$1,000.00	\$1,000.60	\$1,000.60	\$1,300.00	
EROSION CONTROL	LS	1	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00	\$300.00	\$300.00
Bid Total				\$120,325.00		\$131,384.00		\$134,106.24

## EMC Insurance Companies No. 971597

P.O. Box 712 • Des Moines, IA 50303-0712

#### CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

#### KNOW ALL MEN BY THESE PRESENTS, that:

- Employers Mutual Casualty Company, an Iowa Corporation
- EMCASCO Insurance Company, an Iowa Corporation 2
- Union Insurance Company of Providence, an Iowa Corporation 3.
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: THOMAS S. NAUGHT, HARRY NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, TIMOTHY P. EASTIN RICHARD NAUGHT, STEVE NAUGHT, BETH NATIONS, NATALIE LURVEY, TERA HUESGEN, TAMMY WICKHAM, INDIVIDUALLY, JEFFERSON CITY, MISSOURI

its true and lawful attomey-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

#### ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attomey pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire

APRIL 1, 2014 unless sooner revoked.

#### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attomey is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casuality Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attomey of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21ST day of JANUARY 2011

Seals

INSUA 1863 1953 /0WA :))RA# UTUA. SEAL /owp OINES. LAUREL A. BLOSS Commission Number 183662 My Comm. Exp. Mar13, 2014

Bruce G. Kelley, Chairman

of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel Assistant Vice President/ Assistant Secretary

On this 21ST day of \_\_\_\_\_\_ JANUARY \_\_\_\_\_ AD \_\_\_\_ 2011 \_\_\_\_\_ before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duty swom, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires March 13, 2014.

Houvela Blass Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attomey issued pursuant thereto on January 21, 2011

on behalf of Thomas S. Naught, Harry Naught, Teresa Stephenson, Sarah Naught-Bargfrede, Sue Martin, Timothy P. Eastin, Richard are true and correct and are still in full force and effect. Naught, Steve Naught, Beth Nations, Natalie Lurvey, Tera Huesgen, Tammy Wickham In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2012

Vice President

7832 (5-07) SIXTH "For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."

A		TIF	FIC	ATE OF LIA	BILITY IN	ISURA		DATE	OP ID: ST (MM/DD/YYYY) 04/09/12
C E	THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	IVEL	Y OF	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED	TE HC 3Y TH	DLDER. THIS E POLICIES
t	MPORTANT: If the certificate holder he terms and conditions of the policy sertificate holder in lieu of such endor	, cer	tain p	policies may require an er					
PRO Nat 392 Col	DDUCER ught-Naught/Columbia 8 S. Providence umbia, MO 65203 h Stone/Eric Kaup	573-874-3102 866-779-8102	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No): RDING COVERAGE		NAIC #		
					INSURER A : Hawkey				36919
INS	URED Christensen Constructio Tom Christensen P.O. Box 159								
	Kingdom City, MO 65262	2		-	INSURER D :		<b></b>		
				-		·			
			0 A TI		INSURER F :				
	VERAGES CEF			ENUMBER:	E BEEN ISSUED TO		REVISION NUMBER:		
∦ C E	NDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	equif Pert Poli	reme Fain, Cies.	NT, TERM OR CONDITION THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	ст то	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs	
в	GENERAL LIABILITY	x		CBP8439975	03/01/12	03/01/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	15,000
							PERSONAL & ADV INJURY	\$	1,000,000
	X Binkt Addi Insrds						GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY X PRO- JECT LOC		<u> </u>				Emp Ben. COMBINED SINGLE LIMIT	\$	1,000,000
_		Í		D 4 0 4 2 4 2 7 7	00/04/40	02/04/42	(Ea accident)	\$\$	1,000,000
в	ANY AUTO			BA8434377	03/01/12	03/01/13	BODILY INJURY (Per person) BODILY INJURY (Per accident)	-	
	AUTOS AUTOS						PROPERTY DAMAGE	3 \$	
	X HIRED AUTOS X AUTOS						(Per accident)	\$	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
А	EXCESS LIAB CLAIMS-MADE			CU8436387	03/01/12	03/01/13	AGGREGATE	\$	5,000.000
	DED X RETENTION \$ 0	1						\$	
	WORKERS COMPENSATION			<b>-</b>			WC STATU- OTH- TORY LIMITS ER	ļ.	_
в	AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			WC8438078	03/01/12	03/01/13	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Proj Cou Gen	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC ect: 15-22MAR12-St Charles Road 3 nty of Boone Missouri is named as eral Liability Coverages.30 day can olicy terms and conditions	2012 addi	Pave tiona	ment Preservation	to	required)			
CE	RTIFICATE HOLDER				CANCELLATION				
			_	BOONE-8					

Boone County
613 E Ashm Rm 109
Columbia, MO 65201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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AUTHORIZED REPRESENTATIVE

5

The ACORD name and logo are registered marks of ACORD

#### PERFORMANCE BOND

#### KNOW ALL PERSONS BY THESE PRESENTS, that we,

<u>Christensen Construction Company</u>

P.O. Box 159, Kingdom City, Missouri 65262

As Principal. hereinafter called Contractor, and Employers Mutual Casualty Company, P.O. Box 712 Des Moines, Iowa 50306 Corporation, of organized under the the State laws of а lowa and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner. amount in the of Dollars. One Hundred Twenty Thousand Three Hundred Twenty Five & 00/100 for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_\_ entered into a Contract with Owner for:

#### BID NUMBER 15-22MAR12-ST. CHARLES ROAD 2012 PAVEMENT PRESERVATION BOONE COUNTY, MISSOURI

in accordance with the specifications and/or prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work

progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at <u>Naught-Naught Agency</u>, on this <u>9th</u> day of <u>April</u>, 2012.

Christensen Construction, Inc. (Contractor) (SEAL) BY: VIPA ENNY K Employers Mutual Casualty Company (Surety Company) (SEAL) martin BY: (Attorney-In-Fact) Sue Martin mith 1 any BY: (Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

 Surety Contact Name:
 Employers Mutual Casualty Co.

 Phone Number:
 913-523-7100

 Address:
 P.O. Box 712

 Des Moines, Iowa 50306

#### LABOR AND MATERIAL PAYMENT BOND

Bond #: S371252

KNOW	ALL	PERSONS	BY	THESE	PRESENTS,	that	we,
Christens	en Constru	ction, Inc., P.O.	Box 159	, Kingdom City,	Missouri 65262		
			و	•			
as	Principal	, herei	nafter	called	Contractor	,	and
Employers Mutual Casualty Company, P.O. Box 712, Des Moines, Iowa 50306							

a corporation organized under the laws of the State of <u>lowa</u>, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

One Hundred Twenty Thousand Three Hundred Twenty Five & 00/100 DOLLARS

(\$\_120,325.00\_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_\_ entered into a contract with Owner for

#### BID NUMBER 15-22MAR12 – ST. CHARLES ROAD 2012 PAVEMENT PRESERVATION BOONE COUNTY, MISSOURI

in accordance with specifications and/or plans prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such

claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Naught - Naught a gence on this 9th day of april 2012. (SEAL) CONTRACTOR BY: ANAGEN mny YESS SURETY COMPAN ar BY: 0 (Attorney-In-Fact) (Missouri Representative) BY: (Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified

(Accompany this bond with Attorney-In-Pact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

## **MC**Insurance Companies<sub>® No. 971505</sub>

P.O. Box 712 • Des Moines, IA 50303-0712

#### CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation

C.E. CO

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LAUREL A. BLOSS

Commission Number 183662 My Comm. Exp. Mar13, 2014

- 3. Union Insurance Company of Providence, an Iowa Corporation 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: THOMAS S. NAUGHT, HARRY NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, TIMOTHY P. EASTIN RICHARD NAUGHT, STEVE NAUGHT, BETH NATIONS, NATALIE LURVEY, TERA HUESGEN, TAMMY WICKHAM, INDIVIDUALLY, JEFFERSON CITY, MISSOURI.....

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

#### ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire

Seals

......

10WA ....

APRIL 1, 2014

unless sooner revoked.

#### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21ST day of JANUARY 2011

l k/

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel Assistant Vice President/ Assistant Secretary

JANUARY On this 21ST day of 2011 AD before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires March 13, 2014.

Spurela Blass Notary Public in and for the State of Iowa

#### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on January 21, 2011

on behalf of Thomas S. Naught, Harry Naught, Teresa Stephenson, Sarah Naught-Bargfrede, Sue Martin, Timothy P. Eastin, Richard are true and correct and are still in full force and effect. Naught, Steve Naught, Beth Nations, Natalie Lurvey, Tera Huesgen, Tammy Wickham In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2012 ,2012

Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689. 7832 (5-07) SIXTH

90S -2012

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	April Sessi ea.	on of the April	Adjourned		Term. 20	12
County of Boone	J					
In the County Commission	of said county, on the	$24^{th}$	day of	April	20	12

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

Now on this day the County Commission of the County of Boone does hereby award bid 10-09MAR12 - Water Level Data Loggers to Ben Meadows LLC. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 24<sup>th</sup> day of April, 2012.

ATTEST:

Werdy S. Noren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Roller lue

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

## **Boone County Purchasing**

**Tyson Boldan** Buyer



613 E. Ash St., Room 109 Columbia, MO 65201 Phone: (573) 886-4392 Fax: (573) 886-4390

#### MEMORANDUM

TO:	Boone County Commission
FROM:	Tyson Boldan, Buyer
DATE:	March 19, 2012
RE:	10-09MAR12 – Water Level Data Loggers

The Bid for Water Level Data Loggers closed on March 09, 2012. Eastr bids were received. Purchasing and the Boone County Resource Management Department recommend award to Ben Meadows LLC, for offering the lowest and best bid for Boone County.

3

Sixteen 3001 LT Level Loggers will be purchased for the Boone County Resource Management Department on this contract. The total cost for these items is \$5,390.08 and will be paid from department 2140 – DNR 319 Urban Retrofit Grant, account-6000 – equipment and building maintenance.

Attached is the Bid Tabulation for your review.

cc: Contract File

## **Boone County Purchasing**

Tyson Boldan, Buyer



601 E.Walnut, Rm. 209 Columbia, MO 65201 (573) 886-4392 (573) 886-4390

TO:	Georgeanne Bowman Stormwater Coordinator
FROM:	Tyson Boldan, Buyer
DATE:	March 12, 2012
RE:	Bid Award Recommendation - 10-09MAR12 - Water Level Data Loggers

Attached is the bid tabulation for the three bids responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

#### **DEPARTMENT REPLY:**

Please complete the following: Department Number: 2/40 Account Number: 23050 5/b 23850 Budgeted: \$ 6000

\_\_\_\_\_ Award Bid by low bid to Ben Meadows LLC.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: <u>Jeonanne Kowwa Date:</u> 3/13/12

# 10-09MAR12 - WATER LEVEL DATA LOGGERS BID TABULATION

•

ם			Interr	Intermountain			•	
4.8.	PRICING		Enviror	Enviromental, Inc.	Forestry S	Forestry Suppliers Inc.	Ben	<b>Ben Meadows</b>
		EST.	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED
4.8.1.	DESCRIPTION	QUAN	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
	Levelogger Jr. LT M5/F15 (or							
	equivalent as per section							
_	2.6.2.1.)	16	\$491.00	\$491.00 \$7,856.00	\$349.96	\$5,599.36	\$336.88	\$336.88 \$5,390.08
4.9.	Delivery After Receipt of Order		50	20 Days	21	21 Days		
4.10.	COOP? (Yes or No)			Yes		Yes		Yes

#### PURCHASE AGREEMENT FOR WATER LEVEL DATA LOGGERS

**THIS AGREEMENT** dated the 24 day of  $A_{Pre}$  2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Ben Meadows LLC**, herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for Water Level Data Loggers, County of Boone Request for Bid, bid number 10-09MAR12, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated March 05, 2012 and executed by Brenda Langer on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. *Purchase* - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following items:

Sixteen 3001 LT LeveLogger M5 at a cost of \$336.88 each for a total cost of \$5390.08.

Items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County

3. **Delivery** - Contractor agrees to deliver the equipment as stated above to the Boone County Resource Management Department within thirty (30) days after receipt of order. All deliveries will be FOB destination.

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

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

6. *Entire Agreement* - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual

Commission Order # 203-2017\_

agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

**BEN MEADOWS LLC** 

title <u>Customerservie</u>

APPROVED AS TO FORM: County Coun

#### **BOONE COUNTY, MISSOURI**

by: Boone-County Comprission

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Wendy S. Noren, County Clerk

#### AUDITOR CERTIFICATION

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

 $\begin{array}{c} 2140-23850 - $5,390.8 \\ \hline \\ \hline \\ \hline \\ \\ \hline \\ \\ Date \end{array}$ Signature

<u>County c</u>	<u>of Boone</u>		Purchasing Department
4.	<b>Response Form</b>		
4.1.	Company Name:	Ben Meadows, a division of GHC Specialty Brands, LLC	
4.2.	Address:	401 S. Wright Rd	
4.3.	City/Zip:	Janesville, WI 53546	
4.4.	Phone Number:	800-241-6401	
4.5.	Fax Number:	800-628-2068	
4.6.	E-Mail Address:	mail@benmeadows.com	
4.7.	Federal Tax ID:	39-1726218	
4.7.1.		lame rietorship - Individual Name	
4.8.	PRICING		

Item #	Description	Estimated Quantity	Unit Price	Extended Total (Unit Price X Estimated Quantity)
4.8.1.	Levelogger Jr. LT M5/F15 (or equivalent as per section 2.6.2.1.) /165 84/5	16	336-88 \$	\$ 5390.08
4.9.	Delivery After Receipt of Ord	ler:		
	Manufacturer Warrantee:			
<b>4.9</b> .1.				

Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Please see attached letter

4.10. <u>x</u> Yes <u>No</u> of clarification The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been

4.11. read and understood, and all of which are made part of this order. Authorized Representative (Sign By Hand):

Bid #10-(	9MAR12	Page	,	February 21, 2012
4.11.1.	Bunder Con	<u> </u>		
4.11.3.	Date: <u>3-5-1ス</u> Authorized Representative (Sign By	y Hand):		
4.11.2.	Brenda Langer - Customer Service Re	epresentative		-
4.11.1.	Brusden Con- Type or Print Signed Name:			

#### 4.12. Identification of Bidders/Offerors: How were you notified or heard about this bid/proposal? newspaper advertisement

#### (Please complete and return with Contract)

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, <u>Federal Register</u> (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Brenda Langer - Customer Service Representative Name and Title of Authorized Representative

neucler an

Signature

5-12

# BEN MEADOWS®

1-800-241-6401	Forestry Survey Wildland	Horticulture Apparel Ben's Bargains
Quote Date: Customer: ID Number: Quote Number: Requisition: Pricing Valid to:	02/28/2012 TYSON BOLDAN 16677411 QC00781143 RFQ1009MAR12 04/28/2012	

#### **QUOTE CONFIRMATION**

Thank you for giving us the opportunity to quote on the products listed below. Prices are based on all products and quantities quoted and may change if lesser quantities or alternate products are ordered. Please note that if Ben Meadows product numbers were not supplied in your initial request, we will quote on the products that most closely match the products you indicated. Please review all products carefully to ensure we have met your specific needs.

When placing an order, please reference our Quote Number QC00781143.

Please refer to the notes at the end of this confirmation for important details regarding your quote.

Quote Details	;									
Product ID	Produ	ıct l	Description		UOM	Qty	Ava	lability	Unit Price	Extended Price
165845	3001	LT	LEVELOGGER	M5	EA	16	11 -	- Days	336.88	5390.08
						l				

Subtotal:	5390.08
Freight:	0.00
Tax:	0.00
Total:	5390.08

#### **Shipping Details**

Shipping Address	Carrier	Freight Terms*
BOONE COUNTY	UPS GROUND	FACTORED
613 E ASH ST RM 109		
COLUMBIA, MO 65201-4432		
UNITED STATES		

\*Freight Terms of Factored are not added as a separate line item. The consignee is responsible for all duties, taxes, additional storage fees and import licenses when required.

#### **Billing Details**

Billing Address	Currency
BOONE COUNTY	USD
801 E WALNUT ST	
COLUMBIA, MO 65201-4890	
UNITED_STATES	

#### **Quote Notes**

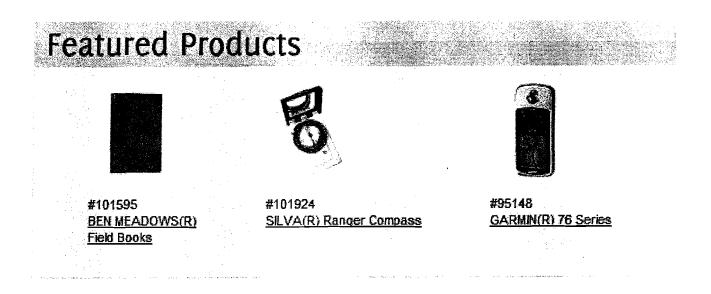
#### Notes

SIGNED COPY TO FOLLOW VIA MAIL

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

#### **Product Notes**

Product ID	Notes	
		1



Privacy Policy | Frequently Asked Questions

Ben Meadows® | 401 S. Wright Rd. Janesville, WI 53547-1368 | USA Tel: 800-241-6401 FAX: 800-628-2068 © 2010 GHC Specialty Brands, LLC

CONDITIONS: We cannot guarantee that performance and other characteristics of a product will be perfectly comparable or appropriate for the customer's specific needs; it is the customer's sole responsibility to make that determination. If the entire quote is not ordered, pricing is subject to change.



**Boone County Purchasing** 613 E. Ash, Room 109 Columbia, MO 65201

**Request for Bid** (RFB)

<u>Tyson Boldan, Buyer</u> (573) 886-4392 – Fax: (573) 886-4390 Email: tboldan@boonecountymo.org

**Bid Data** Bid Number: 10-07MAR12 Commodity Title: Water Level Data Loggers

#### DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

	Bid Submission Address and Deadline
Day / Date:	WEDNESDAY, March 07, 2012
Time:	1:30 P.M. (Bids received after this time will be returned unopened)
Location / Mail Address:	Boone County Purchasing Department
	Boone County Johnson Building
	613 E. Ash, Room 109
	Columbia, MO 65201
Directions:	The Purchasing Office is located on the Southeast corner at 7 <sup>th</sup> Street and
	Ash Street. Enter the building from the South Side. Wheel chair accessible
	entrance is available.
	Bid Opening
Day / Date:	WEDNESDAY, March 07, 2012
Time:	1:30 P.M. (Bids received after this time will be returned unopened)
Location / Address:	Boone County Johnson Building Conference Room
	601 E. Walnut, Room 213
	Columbia, MO 65201
	Bid Contents
	Introduction and General Conditions of Bidding
2.0:	Primary Specifications
3.0:	Response Presentation and Review
4.0:	Response Form
	Debarment Form
	Standard Terms and Conditions
	"No Bid" Form

- 1. Introduction and General Conditions of Bidding
- 1.1. **INVITATION -** The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

#### 1.2. **DEFINITIONS**

1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate: *Purchasing* - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. Bidder / Contractor / Supplier - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate. Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business(s) entities which may provide the subject goods and/or services.

- 1.2.3. **Bid** This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response -** The written, sealed document submitted according to the Bid instructions.
- 1.3. BID CLARIFICATION Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility -** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION -** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

- 2. Primary Specifications
- 2.1. **ITEMS TO BE PROVIDED** Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" to provide water level data collectors and pertinent optional equipment.
- 2.1.1. Estimated Quantity The quantities indicated on the Response Form are estimates only and are based on anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
  - 2.2. The unit prices for the items identified on the Response Form shall remain fixed.
  - 2.3. **CONTRACT DOCUMENTS** The successful bidder(s) shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.4. **PRICING** All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County will not pay freight, etc. in addition to the price of the item.
- 2.6. Product Specifications
- 2.6.1. Items to be supplied Sixteen new Levelogger Jr. LT M5/F15 or equivalent.
- 2.6.2. **Or Equal** Bidders are to bid as specified herein or bid an equal. All bids of an equivalent product and or optional equipment should including a written description of the alternate offering and any exceptions to the specifications.
- 2.6.2.1. Equivalent water level sensors must be self-contained with data loggers and capable of deployment in small spaces such as stilling wells and piezometers without connection to external equipment. Instruments must be capable of compensation for changes in barometric pressure, and must be capable of producing measurements that are accurate to at least +/- 5 millimeters while measuring a range of water depths of 0 ft minimum to at least 10 ft maximum. Equivalent sensors should be battery powered and have a minimum operational life of at least 3 years for readings taken every 5 minutes.

#### 2.7. ADDITIONAL INSTRUCTIONS AND CONDITIONS

- 2.8. **BILLING AND PAYMENTS** Invoices shall be submitted to the Resource Management, Attn: Georganne Bowman, 801 E. Walnut Rm. 315 Columbia, MO 65201. Payment will be made within 30 days from receipt of an accurate Bill.
- 2.09. **DESIGNEE** Boone County Resource Management, 801 E. Walnut Rm. 315 Columbia, MO 65201.
- 2.10. BID CLARIFICATION Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: tboldan@boonecountymo.org.
- 2.11. **DELIVERY -** Boone County Resource Management, 801 E. Walnut Rm. 315. Please note that this may be a 3<sup>rd</sup> floor delivery.
- 2.11.1. **Delivery Terms -** FOB Destination Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

- 3. <u>Response Presentation and Review</u>
- 3.1. **RESPONSE CONTENT** In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES -** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. Submittal Package Submit, to the location specified on the title page, three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. Advice of Award A Bid Tabulation of responses received as well as Award status can be viewed at <u>www.showmeboone.com</u>.
  - 3.3. **BID OPENING -** On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
  - 3.4. **RESPONSE CLARIFICATION -** We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses -** We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
  - 3.5. **EVALUATION PROCESS** Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. Method of Evaluation We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. Acceptability We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing -** Your pricing must be held until contract execution or 60 days, whichever comes first.

4.	o <u>f Boone</u> Response Form		1	Purchasing Department
	Company Name:		<u> </u>	
4.2.	Address:			_
4.3.	City/Zip:			_
4.4.	Phone Number:			
4.5.	Fax Number:			_
4.6.	E-Mail Address:			_
4.7.	Federal Tax ID:			_
4.7.1.	<ul> <li>( ) Corporation</li> <li>( ) Partnership - Name</li></ul>			
4.8.	PRICING			
em #	Description	Estimated Quantity	Unit Price	<b>Extended Total</b> (Unit Price X Estimated Quantity)
.8.1.	Levelogger Jr. LT M5/F15 (or equivalent as per section 2.6.2.1.)	16	\$	\$
4.9.	Delivery After Receipt of Order:			
	Manufacturer Warrantee:			
.9.1.				
10.	Will you honor the submitted p cooperative purchasing with B Yes	oone County, M		n Boone County who participate

4.11. read and understood, and all of which are made part of this order. Authorized Representative (Sign By Hand):

#### 4.11.1.

Type or Print Signed Name:

4.11.2.

4.11.3. Date: \_\_\_\_\_\_ Authorized Representative (Sign By Hand):

,

4.11.1.

#### 

Boone County Electronic Bid Notification \_\_\_\_\_\_ other, please list: \_\_\_\_\_\_

#### (Please complete and return with Contract)

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, <u>Federal Register</u> (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date



Boone County Purchasing 613 E. Ash, Room 109 Columbia, MO 65201 Tyson Boldan, Buyer 573/886-4392 - FAX 573/886-4390

#### Standard Terms and Conditions

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
- 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 11. No bid transmitted by fax machine or e-mail will be accepted. U.S. mail only.
- 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

- 14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



Boone County Purchasing 613 E. Ash, Room 109 Columbia, MO 65201

"No Bid" Response Form

Tyson Boldan, Buyer (573) 886-4392 - Fax: (573) 886-4390

# "NO BID RESPONSE FORM"

# NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

# **Bid: 10-07MAR12 – Water Level Data Loggers**

Business Name:	
Address:	
Telephone:	
Contact:	
Date:	
Reason(s) for not bidding:	

204 -2012

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	April Session of the April Adjourned	Term. 20	12
County of Boone			
In the County Commission of said county, on the	e 24 <sup>th</sup> day of April	20	12

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

.....

Now on this day the County Commission of the County of Boone does hereby approve the utilization of Houston-Galveston Area Council cooperative contract VE11-11 - Toyota Camry with Philpott Motors. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 24<sup>th</sup> day of April, 2012.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

helle./ Me Karen M. Miller

District I Commissioner

Skip Elkin District II Commissioner

# **Boone County Purchasing**

Melinda Bobbitt, CPPB Director



613 E. Ash Street, Room 110 Columbia, MO 65201 Phone: (573) 886-4391 Fax: (573) 886-4390

# **MEMORANDUM**

TO:	Boone County Commission
FROM:	Melinda Bobbitt, CPPB
DATE:	March 23, 2012
RE:	Cooperative Contract: VE11-11 – Toyota Camry

Purchasing and Sheriff Department request permission to utilize the Houston-Galveston Area Council (H-GAC) cooperative contract VE11-11 to purchase three (3) Toyota Camry vehicles from Philpott Motors of Nederland, Texas.

Price per vehicle with delivery is \$23,280 for a total contract cost of \$69,840.00. Inovice will be paid from 2901 – Sheriff Operations – LE Sales Tax, account 92400 – Replacement Auto / Trucks. \$322,500 was budgeted for vehicles for 2012. \$101,035 remains in the account at this time.

ATT Contracts

cc: Leasa Quick, Sheriff Contract File Sheriff's Vehicles 2901-92400

Original Budget	Amount	1!	5 Vehicles	@	\$ 2	1,500.00	emaining Budget 322,500
#	Year	Make	Model	Date		Price	
1	2012	Chevrolet	Silverado Crew Cab 4X4 Truck	2/24/2012	\$	24,448	
2	2012	Dodge	Ram 1500 Drew Cab Pickup Truck	2/27/2012	\$	22,909	
3	2012	Dodge	Ram 1500 Drew Cab Pickup Truck	2/27/2012	\$	22,909	
4	2013	Ford	Interceptor Sedan AWD W/ EcoBoost Engine	3/6/2012	\$	26,593	
5	2013	Ford	Interceptor Sedan AWD W/ 3.5L Cyclone Engine	3/6/2012	\$	23,848	
6	2013	Ford	Interceptor Utility AWD	3/6/2012	\$	25,659	
7	2013	Ford	Incerceptor Utility AWD	3/6/2012	\$	25,659	
8	2012	Ford	Ford Explorer	3/6/2012	\$	24,720	
9	2012	Ford	Ford Explorer	3/6/2012	\$	24,720	
10	2012	Toyota	Camry	4/13/2012	\$	23,280	
11	2012	Toyota	Camry	4/13/2012	\$	23,280	
12	2012	Toyota	Camry	4/13/2012	\$	23,280	
13							
14							
15							

Total Contracted Expenditures To Date

\$ 291,305 \$ 31,195

# PURCHASE AGREEMENT FOR 2012 Toyota Camry for Boone County Sheriff

THIS AGREEMENT dated the 24 day of April 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Philpott Motors LTD, herein "Vendor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for 2012 Toyota Camry Vehicles in compliance with all bid specifications and any addendum issued for the Houston-Galveston Area Council (H-GAC) Contract VE11-11 (ILC #12-3000) and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are 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, this Purchase Agreement, the H-GAC Contract VE11-11 and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with three (3) Toyota Camry vehicles as detailed on the attached Contract Pricing Worksheet and Standard Features Sheet for \$22,730.00 per vehicle with a per vehicle delivery charge of \$550.00. Total cost for three (3) Camry vehicles is \$69,840.00.

Colors: Magnetic Gray Metallic Cosmic Gray Mica Attitude Black Metallic

3. *Delivery* - Vendor agrees to deliver equipment as set forth in the bid documents and within 60-90 days after receipt of order. Delivery shall be to Boone County Sheriff Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202.

4. Title – Title in the name of: Boone County Sheriff. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

5. *Billing and Payment* - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

PHILPOTT MOTORS LTD Richard Hyder by title Fleet Scles

APPROVED AS TQ FORM: County Counselo

# **BOONE COUNTY, MISSOURI**

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Wendy S. Noren cc Wendy S. Noren, County Clerk

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

2901-92400 - \$69,840.00 une Pitchford by jg 04/13/12 Date **Appropriation Account** 

# STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
- 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 11. No bid transmitted by fax machine or e-mail will be accepted. U.S. mail only.
- 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
- 14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 15. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

HO	6		ACT PRIC				Contract No.:	VE11-11	Date Prepared:	1	/20/2012
This Form m F. End User GAC @ 713-9	issues PO t	o Contracto	r, and MUS	T also							
Buying Agency:	BOONE COUN	ITY MO	· · ·			Contractor:	PHILPOTT M	OTORS		_	
Contact	LEASA QUICH	 K	·			Prepared	RICHARD HY	/DER			
rerson:	573) 875-1111					By: Phone:	(409) 853-344	0			
Fax:						Fax:	(409) 724-0880	6			
Email:	QUICK@B	DONECOUN	TYMO.ORC	}		Email:	RICHARD.H	IYDER@PH	ILPOTTMO	TOR	<u>S.COM</u>
Product Code:	J07	Description:	2012 ТОУОТ	'A CA	MRY						
A. Product Ite	m Base Unit	Price Per C	ontractor's H	-GAC	C Contra	ct:				\$	21,655.00
B. Published C (Note: Published							Include Optio	n Code in de	scription if a	pplic	able.
<b>-</b>	Descri	iption			Cost		Descri			<u> </u>	Cost
FLOOR PLAN R				\$			O BED DETER			\$	
LOT INSURANC				\$	-	INTERIORT	O BE DETERM	INED		\$	
MODEL 2532 FL				\$	845.00 (450.00)						
				-D	(430.00)					<u> </u>	
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C. Unpublished Note: Unpublishe	ed options are i	tems which we		d and p	priced in C					r	
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23	280,0	D

# Standard Features 2012 - 2532 - CAMRY 4-DOOR LE SEDAN6ECTI6 spd Auto Trans w/I

# MECHANICAL & PERFORMANCE

- 2.5L 4-Cyl DOHC 16V w/ Dual VVT-i Engine
- 6-Speed ECT-i Transmission
- 16" Steel Wheels w/ Covers & P205/65R16 Tires
- Electric Power Steering (EPS)
- Pwr-Assisted Fr/Solid Rr Disc Brakes

# SAFETY & CONVENIENCE

- Star Safety System Includes: VSC, TRAC, Anti-lock Brake System, EBD, Brake Assist & Smart Stop Tech (SST)
- 10 Airbags: Dr & Fr Pass Adv Airbag Sys, Dr & Fr Pass Knee & Seat-Mounted Side, Front & Rear Side Curtain, and Rear Seat-Mounted Side Airbags
- LATCH(Lwr Anchor & Tethers for CHildren) for Outboard Rear Seating Positions Only
- Whiplash-Injury-Lessening Front Seats
- Tire Pressure Monitor System

# EXTERIOR

- Projector-Beam Headlamps with Auto On/Off Feature
- Daytime Running Lights w/ On/Off Switch
- Color-Keyed Folding Power Outside Mrrs
- Side Rocker Panels w/ Chrome Inserts

# INTERIOR

- Air Conditioning w/ Air Filter
- Display Audio: 6.1" Touch Screen, AM/FM/CD w/ MP3/WMA, 6 Spkrs, Aux Jack, USB w/ iPod Conn & Bluetooth
- 60/40 Split Fold-Down Rr Seats and Center Armrest w/ Cup Holders
- Cruise-Control
- Power Windows w/ Dr Side Auto Up/Down, Jam Protection & Retained-Pwr Features
- Remote Keyless Entry System
- Tilt/Telescopic Steering Wheel w/ Audio & Bluetooth Hands-Free Cntrls
- Average Fuel Consumption Gauge
- Variable Intermittent Windshield Wipers
- Rear Window Defogger with Timer
- 4 Cup Holders & 6 In-Door Bottle Holders
- (2) 12V Power Outlets

**NOTE:** Standard features are based on information available when this page was posted and are subject to change without notice.

/22/12

1	12			Guillon		in the monobally
	J04 "}	Philipott Motors	Compact Hybrid Sedan	1225	Toyota Prius 3 Hybrid 5-door sedan, front w heei drive, 1.8L 14 Hybrid gas, CVT transmission, Complete with all manufacturer's standard equipment	\$24,822.00
	J05	Philipott Motors	Compact Hybrid Sedan	1227	Toyota Prius 4 Hybrid 5-door sedan, front w heel drive, 1.8L 14 Hybrid gas, CVT transmission, Complete with all manufacturer's standard equipment	\$27,155.00
	J06	Philpott Motors	Compact Hybrid Sedan	1229	Toyota Prius 5 Hybrid 5-door sedan, front wheel drive, 1.8L 4 Hybrid gas, CVT transmission, Complete with all manufacturer's standard equipment	\$28,794.00
	J07	Philipott Motors	Sedan	2532	Toyota Carrry 4-door sedan, front wheel drive, 2.5L 14 gas, automatic transmission, Complete with all manufacturer's standard equipment	\$21,655.00
	80L	Philipott Molors	Hybrid Sedan	2560	Toyota Carry Hybrid 4-door sedan, front w heel drive, 2.4L ¼ Hybrid gas, CVT transmission, Complete with all manufacturer's standard equipment	\$26,573.00
	J09	Philpott Motors	Full-size sedan	3544	Toyota Avalon 4-door sedan, front wheel drive, 3.5L V6 gas, 6-speed automatic transmission, Complete	\$30,747.00
					with all manufacturer's standard	·
	J10	Philipott Motors	Crossover	2810	Toyota Venza 5-passenger crossover, front wheel drive, 2.7L 4 gas, 6-speed automatic transmission, Complete with all manufacturer's standard equipment	\$26,340.00
	JII	Philpott Motors	Compact Sport Utility	4430	Toyota RAV4 4-door sport utility, front w heel drive, 2.5L k gas, 4- speed automatic transmission, Complete with all manufacturer's standard equipment	\$22,219.00
	J12	Philpott Motors	Sport Utility	6946	Toyota Highlander 4-door sport utility 4x4, 3.5L V6 gas, 5-speed automatic transmission, Complete with all menufacturer's standard	\$27,276.00
	J13	Philpott Motors	Hybrid Sport Utliity	6964	equipment Toyota Highlander Hybrid 4-door sport utility 4x2, front wheel drive, 3.5L V6 gas Hybrid, CVT transmission, Complete with all manufacturer's standard equipment	\$36,237.00
	J14	Philpott Motors	Sport Utility	7916	Toyota Sequoia 4-door sport utility 4x2, rear w heel drive, 4.6L V8 gas, 6-speed automatic transmission, Complete w ith all manufacturer's standard equipment	\$37,457.00
	J15	Philipott Motors	Minivan	5312	Toyota Slenna 7-passenger minivan, front wheel drive, 2.7L 14 gas, 6- speed automatic transmission, Complete with all manufacturer's standard equipment	\$24,151.00
	J16	Philipolit Motors	Minivan	5328	Toyota Sienna 7-passenger minivan, front wheel drive, 3.5L V6 gas, 6- speed automatic transmission, Complete with all manufacturer's standard equipment	\$25,221.00
	J17	Philipott Motors	Minfvan		Toyota Sienna LE 7-passenger minivan, all wheel drive, 3.5L V6 gas, 6-speed automatic trensmission, Complete with all manufacturer's standard equipment	\$30,316.00
	J18		Compact Pickup		Toyota Tacoma regular cab pickup, rear w heel drive, 4x2, 2.7L k gas, 4-speed automatic transmission, Complete w ith all manufacturer's standard equipment	\$17,772,00
	J19	-	Rickup peral/cars_ve1:		• • • • •	\$22,242,00

/ww.hgacbuy.com/products/general/cars-ve11-11.aspx#5

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2



### Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

# View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

### Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

# OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

### EPLS Search Results

# Search Results for Parties Excluded by

Firm, Entity, or Vessel : philpott motors State : TEXAS As of 23-Mar-2012 3:24 PM EDT Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

### Resources

> Search Help

- > Advanced Search Tips
- > Public User's Manual
- >FAQ
- > Acronyms
- > Privacy Act Provisions
- >News
- System for Award Management (SAM)

### Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

### Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

### **Contact Information**

> For Help: Federal Service Desk

205 -2012

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	April Sess	sion of the April	Adjourned		Term. 20	12	
County of Boone	J						
In the County Commission	of said county, on the	24 <sup>th</sup>	day of	April	20	12	

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

.....

Now on this day the County Commission of the County of Boone does hereby approve the grant application by Boone County, Missouri for a Missouri Department of Public Safety, Deputy Sheriff Salary Supplementation Fund grant in the amount of \$119,996.28.

Done this 24<sup>th</sup> day of April, 2012.

- 1

ATTEST:

Wendy S. Noren cc

Wend S. Noren Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

hiller hre.

Karen M. Miller District I Commissioner

Skip Elkin

District II Commissioner



# Application

# 07092 - 2013 DSSSF - Final

08527 - Boone County Sheriff's Department Deputy Salary Supplementation Deputy Sheriff Salary Supplementation Fund (DSSSF)

Status: Editing Submitted Date:

# **Applicant Information**

Primary Contact: Name:* Job Title: Email: Mailing Address: Street Address 1: Street Address 2:	Captain <sup>Title</sup> Captain cmartin@booneco 2121 County Drive		<b>Martin</b> Last Name	
* Phone:*	Columbia <sup>City</sup> 573-876-6101	Missouri State/Province	<b>65202</b> Postal Code/Zij	Q
Fax:	573-874-8953			Ext.
Organization Information Applicant Agency: Organization Type: Federal Tax ID#: DUNS #: CCR Code: Organization Website: Mailing Address: Street Address 1: Street Address 2:	Boone County, S Government 436000349 182739177 4KKC8 http://www.boon 2121 E. County	05/25/20 Valid Until E ecountymo.org/sh	Date	
* County: Congressional District: Phone:*	Columbia <sup>City</sup> Boone 09 573-875-1111	Missouri State/Province	65202 Postal Code/Zip	9064 + 4
Fax:	573-874-8953			Ext.

# Contact Information Authorized Official

# WebGrants - Missouri Department of Public Safety

The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract. The Authorized Official, therefore, shall be the County Commissioner, except in the case of the St. Louis City, which should be the Mayor.

Name:*				Daniel <sup>First</sup> Name	<b>Atwill</b> Last Name
Job Title:	Commissioner				
Agency:	County of Boone				
Mailing Address:	801 East Walnut, Rm. 333 Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.				
Street Address 1:	If a PO Box is entered on the Mailing Address line, enter the physical street address here.				
Street Address					
2: City/State/Zip:*		Columbia <sub>City</sub>	a Miss <sub>State</sub>		65201 <sup>Zip</sup>
Email: Phone:*	datwill@boonecountymo.org	573-886-	4305		E.t.
Fax:	573-886-4311				Ext.
Project Dire	· · · · · · · · · · · · · · · · · · ·				
project. The Proj	ctor is the individual that will have direct oversight of the proposed iect Director, therefore, shall be the Sheriff.	Chariff	<b></b>		
Name:*			D <b>wayr</b> First Nam		<b>arey</b> t Name
Job Title:	Sheriff				
Agency:	Boone County Sheriff's Department				
Mailing Address:	2121 County Drive Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.				
Street Address 1:	If a PO Box is entered on the Mailing Address line, enter the physical street address here.				
Street Address 2:					
City/State/Zip:*		Columbia <sub>City</sub>	A Miss State		65202 <sup>Zip</sup>
Email: Phone:*	dcarey@boonecountymo.org	573-876-	6101		Ext.
Fax:	573-874-8953				
Fiscal Office	er				
issues at the app	er is the individual who has responsibility for accounting and audit blicant agency level. The Fiscal Officer, therefore, shall be the County rson of similar duty.				
Name:*		T <b>reasure</b> <sub>Title</sub>	First Name		<b>illoway</b> t Name
Job Title:	Treasurer				
Agency:	Boone County Treasurer's Office				
Mailing Address:	801 E. Walnut, Rm. 205 Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.				
Street Address 1:	If a PO Box is entered on the Mailing Address line, enter the physical street address here.				
Street Address 2:					
City/State/Zip:*		Columbia <sub>City</sub>	a Mis State	souri	65201 <sub>Zip</sub>
Email: Phone:*	ngalloway@boonecountymo.org	573-886	-4365		Ext.
Fax	573-886-4369				LAL.

https://dpsgrants.dps.mo.gov/getApplicationPrintPreview.do?documentPk=1333632292875

**Officer in Charge (if applicable)** The Officer in Charge is the individual that will act as the supervisor or commander of the proposed project, if different than the Project Director listed above. This individual will be the primary contact for day-to-day questions regarding the grant project and operations. Name:

Name:			Chad First Name	Martin Last Name
Job Title:	Captain			
Agency:	Boone County Sheriff's Department			
Mailing Address:	2121 County Drive Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.			
Street Address				
1:	If a PO Box is entered on the Mailing Address line, enter the physical street address here.			
Street Address 2:				
City/State/Zip:		Columbia <sub>City</sub>	Missour <sub>State</sub>	i 65202 <sub>Zip</sub>
Email:	cmartin@boonecountymo.org			
Phone:		573-876-6	5101	Ext.
Fax:	573-874-8953			2,40

# **Project Summary**

	-
Application Type:	New
Current Contract	
Number(s):	
Program Category:	N/A
Project Type:	Local
Geographic Area:	County of Boone, located in central Missouri.
Brief Summary:	The Boone County Sheriff's Department is requesting deputy salary supplementation funds from this program to enhance deputy salaries and make the Boone County Sheriff's Department more appealing to prospective applicants while at the same time increasing employee retention. Boone County Deputies have only received a two percent increase in their pay in the last four years. Currently this supplementation program is the only way we can be competitive with other agencies our size offering higher salaries. We anticipate the additional wages each of our deputies will receive to increase morale and make our department more appealing in the field of law enforcement. We have staff on hand to handle the disbursements and reporting and do not foresee any challenges we cannot overcome. Other planning for this anticipated award is taking place regarding payroll procedures to ensure all county offices are in compliance with the requirements for this program.
Program Income Generated:	Νο

Name	Title	Employment Status	Licensed	Hire Date	Annual Salary	Supplemental Salary per Pay Period	of Pay	
Alexander, David	Sergeant	FT	Yes	04131999	\$47,361.60	\$134.00	13.0	\$1,742.00
Anderson, Andy	Investigator	FT	Yes	04241985	\$49,920.00	\$134.00	13.0	\$1,742.00
Antimi, Domenica	Deputy Sheriff	FŢ	Yes	12272005	\$39,062.40	\$134.00	13.0	\$1,742.00
Atwell, Jenny	Captain	FT	Yes	06161993	\$64,251.20	\$134.00	13.0	\$1,742.00
Biggerstaff, Ray	Deputy Sheriff	 FT	Yes	05281986	\$45,323.20	\$134.00	13.0	\$1,742.00
Bishop, Bruce	Deputy Sheriff	FT	Yes	08052009	\$37,523.20	\$134.00	13.0	\$1,742.00
Bounds, Cody	Deputy Sheriff	FT	Yes	02012011	\$36,795.20	\$134.00	13.0	\$1,742.00
Boyce, Kenneth	Deputy Sheriff	FT	Yes	09091999	\$40,913.60	\$134.00	13.0	\$1,742.00
Boyd, Micah	Deputy Sheriff	FT	Yes	04252005	\$39,062.40	\$134.00	13.0	\$1,742.00
Brewer, Warren	Chief Jailer	FT	Yes	12131982	\$72,425.60	\$134.00	13.0	\$1,742.00
Burkholder, Eli	Deputy Sheriff	FT	Yes	03172006	\$37,918.40	\$134.00	13.0	\$1,742.00
Chinn, Heath	Investigator	FT	Yes	07082003	\$45,344.00	\$134.00	13.0	\$1,742.00
Cleeton, Tracey	Deputy Sheriff	FT	Yes	11082004	\$39,020.80	\$134.00	13.0	\$1,742.00
Collins, Andy	Deputy Sheriff	FT	Yes	12272005	\$39,041.60	\$134.00	13.0	\$1,742.00
Cook, Marcia	Deputy Sheriff	FT	Yes	01011985	\$45,468.80	\$134.00	13.0	\$1,742.00
Coonrod, Steven	Deputy Sheriff	FT	Yes	10162008	\$37,523.20	\$134.00	13.0	\$1,742.00
Dietzel, Larry	Deputy Sheriff	FT	Yes	07131987	\$43,222.40	\$134.00	13.0	\$1,742.00
Dodson, Derrick	Deputy Sheriff	FT	Yes	04082002	\$40,601.60	\$134.00	13.0	\$1,742.00
Eaton, Eran	Deputy Sheriff	FT	Yes	06282011	\$34,964.80	\$134.00	13.0	\$1,742.00
Edwards, Gabe	Deputy Sheriff	FT	Yes	08062004	\$40,414.40	\$134.00	13.0	\$1,742.00
Evans, Andy	Deputy Sheriff	FT	Yes	11012004	\$42,785.60	\$134.00	13.0	\$1,742.00
Fowler, Trevor	Deputy Sheriff	FT	Yes	05171995	\$40,684.80	\$134.00	13.0	\$1,742.00
German, Gary	Captain	FT	Yes	12231996	\$66,955.20	\$134.00	13.0	\$1,742.00
Hoskins, Keith	Captain	FT	Yes	03211986	\$65,499.20	\$134.00	13.0	\$1,742.00
Infield, Sterling	Deputy Sheriff	FT	Yes	06232008	\$37,523.20	\$134.00	13.0	\$1,742.00
James, Craig	Deputy	FT	Yes	01312005	\$40,456.00	\$134.00	13.0	\$1,742.00
Jameson, Jason	Denuty	FT	Yes	07022003	\$40,539.20	\$134.00	13.0	\$1,742.00
lomocon			Yes	01102001	\$44,428.80	\$134.00	13.0	\$1,742.00

https://dpsgrants.dps.mo.gov/getApplicationPrintPreview.do?documentPk=1333632292875

# WebGrants - Missouri Department of Public Safety

Jenkins, Aaron	Deputy Sheriff	FT	Yes	04242012	\$33,113.60	\$134.00	13.0	\$1,742.00
Krohn, Mike	Sergeant	FT	Yes	09222001	\$50,190.40	\$134.00	13.0	\$1,742.00
Leer, Brian	Sergeant	FT	Yes	10282003	\$47,091.20	\$134.00	13.0	\$1,742.00
Lester, Chris	Investigator	FT	Yes	03102003	\$45,323.20	\$134.00	13.0	\$1,742.00
Luntsford, Andrea	Investigator	FT	Yes	08192002	\$47,070.40	\$134.00	13.0	\$1,742.00
Luntsford, Clark	Investigator	FT	Yes	06061997	\$46,820.80	\$134.00	13.0	\$1,742.00
Martin, Chad	Captain	FT	Yes	08021999	\$61,921.60	\$134.00	13.0	\$1,742.00
McGruder, Shawn	Deputy Sheriff	FT	Yes	12201999	\$40,934.40	\$134.00	13.0	\$1,742.00
Moyer, Dustin	Deputy Sheriff	FT	Yes	08082011	\$34,964.80	\$134.00	13.0	\$1,742.00
Nardoni, Mark	Deputy Sheriff	FT	Yes	04122008	\$37,523.20	\$134.00	13.0	\$1,742.00
O'Sullivan, Thomas	Investigator	FT	Yes	09191988	\$48,859.20	\$134.00	13.0	\$1,742.00
Painter, Mike	Deputy Sheriff	FT	Yes	05022005	\$39,083.20	\$134.00	13.0	\$1,742.00
Paul, Robert	Deputy Sheriff	FT	Yes	11032003	\$40,518.40	\$134.00	13.0	\$1,742.00
Perkins, Anthony	Deputy Sheriff	FT	Yes	07121999	\$40,955.20	\$134.00	13.0	\$1,742.00
Perkins, James	Sergeant	FT	Yes	05172000	\$47,465.60	\$134.00	13.0	\$1,742.00
Perkins, Mike	Sergeant	FT	Yes	08081996	\$49,420.80	\$134.00	13.0	\$1,742.00
Perkins, Tracy	Investigator	FT	Yes	08181993	\$46,550.40	\$134.00	13.0	\$1,742.00
Reddin, Thomas	Major	FT	Yes	02011986	\$70,657.60	\$134.00	13.0	\$1,742.00
Robbins, Lance	Sergeant	FT	Yes	05051997	\$50,523.20	\$134.00	13.0	\$1,742.00
Robison, Dale	Deputy Sheriff	FT	Yes	08181975	\$45,468.80	\$134.00	13.0	\$1,742.00
Robison, Rox <u>Ann</u> e	Deputy Sheriff	FT	Yes	10162004	\$40,726.40	\$134.00	13.0	\$1,742.00
Rodgers, Zakquery	Deputy Sheriff	FT	Yes	08232004	\$39,083.20	\$134.00	13.0	\$1,742.00
Seigel, Aaron	Deputy Sheriff	FT	Yes	01052008	\$37,523.20	\$134.00	13.0	\$1,742.00
Shea, Britt	Sergeant	FT	Yes	01041999	\$49,254.40	\$134.00	13.0	\$1,742.00
Skinner, Scott	Deputy Sheriff	FT	Yes	12232002	\$40,726.40	\$134.00	13.0	\$1,742.00
Smith, Chris	Deputy Sheriff	FT	Yes	11041997	\$43,139.20	\$134.00	13.0	\$1,742.00
Smith, Philip	Deputy Sheriff	FT	Yes	10242005	\$39,062.40	\$134.00	13.0	\$1,742.00
Spene, Chris	Deputy Sheriff	FT	Yes	04282012	\$33,113.60	\$134.00	13.0	\$1,742.00
Sullivan, Mark	Investigator	FT	Yes	01061997	\$45,905.60	\$134.00	13.0	\$1,742.00
Furner, Nina	Sergeant	FT	Yes	07172003	\$48,796.80	\$134.00	13.0	\$1,742.00
/andegriffe, Greg	Captain	FT	Yes	08201987	\$66,955.20	\$134.00	13.0	\$1,742.00
Weber, Brandon	Deputy Sheriff	 F⊤	Yes	07022003	\$40,539.20	\$134.00	13.0	\$1,742.00

# WebGrants - Missouri Department of Public Safety

David Winchester, Mark	Deputy Sheriff	FT	Yes	06302003	\$40,144.00	\$134.00	13.0	\$1,742.00
	Shenn				lI			\$108,004.00

# **Personnel Justification**

First, identify the county's payroll cycle (i.e. weekly, bi-weekly, bi-monthly, or monthly). Secondly, identify the number of positions for which funding is requested and the anticipated method in which these positions will be paid.

# **Personnel Justification**

Boone County issues paychecks bi-weekly to their employees. Boone County follows section 7(k) of the FLSA in calculating overtime, therefore, our payroll period covers 28 days for all licensed peace officers. Our deputies receive bi-weekly paychecks, with all adjustments made at the end of the 28 day cycle. The cycle starts on a Saturday and ends on a Friday, paychecks are issued the following Friday. If awarded this supplemental pay, we will pay our deputies at the end of the 28 day cycle resulting in 13 times per year and will be issued in combination with the regular paycheck.

We are requesting \$134.00 per 28 day cycle, as we hope this funding will provide each Deputy as close to \$100.00 per month as possible in take home pay.

Boone County Sheriff's Department currently has 65 licensed positions; however, we are requesting funding for 62 licensed employees. We are not asking for funding for our vacant positions.

# Personnel Benefits

Category	Item	Supplemental Salary	Rate	Total Cost
FICA/Medicare	FICA/Medicare	\$108,004.00	0.0765	\$8,262.31
				\$8,262.31
Pension	CERF (D. Dodson, A. Luntsford, S. Skinner)	\$5,226.00	0.04	\$209.04
				\$209.04
Workers Comp	Workers Compensation	\$108,004.00	0.0326	\$3,520.93
				\$3,520.93
				\$11,992.28

# **Personnel Benefits Justification**

Identify the county paid fringe benefits for which funding is requested, especially clarifying any fringe benefits that may not be eligible for all positions requested.

# **Benefits Justification**

The County pays the following fringe benefits to all employees:

FICA/Medicare = 7.65% of salary or (0.0765%)

Workers Compensation = \$3.26 per \$100 of salary or (0.0326%)

CERF = 4% of salary or (.04) for D. Dodson, A. Luntsford, S. Skinner.

Boone County pays 4% into the County Employees Retirement Fund (CERF) for employees hired in 2002; the employees affected by this that we are requesting supplemental funds for are A. Luntsford, D. Dodson, and S. Skinner. Boone County does not contribute into CERF for any other county employees.

# **Total Budget**

**Total Project Cost:** 

\$119,996.28

# **Brief History of Project Agency**

### Brief History of Project Agency\*

Provide a brief history and overview of the Sheriff's Office.

Include information regarding the geographical location of the county, the population of the county, and the total number of deputy sheriffs within the department (indicating of the total number of deputy sheriffs the number that are licensed full-time and number licensed part-time).

Finally, identify the services/programs offered by the department (e.g. road patrol, emergency response, DARE/SRO, mutual aid or contract services for municipalities, jail administration, etc).

The Boone County Sheriff's Department, established in 1821, is a full service Law Enforcement Agency and Adult Detention Facility located in Central Missouri along the major travel corridors of Interstate 70 and U.S. Highway 63. A "Class 1" county, Boone County encompasses 685 square miles and is the fifth largest county in Missouri. Boone County's population is approximately 162,642 with 34% living outside the largest municipality, Columbia. Boone County includes 11 cities, towns, and villages some of which the Boone County Sheriff's Department is the primary responder to law enforcement calls for service.

Boone County has an enhanced 9-1-1 dispatch system administered by Public Safety Joint Communications. The Boone County Sheriff's Department receives in excess of approximately 1,800 dispatched calls for service per month generating nearly 8,000 incident reports per year. Combining dispatched calls and pro-active enforcement the Boone County Sheriff's Department handles approximately 75,000 incidents per year.

The Boone County Sheriff's Department employs 146 personnel to run the all inclusive campus of Detention, Enforcement and Support Services operations. Within the department, 65 employees are Licensed Peace Officers performing the duties of deputies, investigators and administrators; their primary responsibility is responding to and investigating law violations. The Boone County Sheriff's Department does not employ part-time licensed peace officers.

In addition to patrol and investigations, the Boone County Sheriff's Department supports the following specialty groups and activities: Drug Awareness Resistance Education, Crime Prevention & Neighborhood Watch Program, Community Oriented Policing Program, Canine Unit, Special Weapons & Tactics Team, School Resource Officer program, Traffic Unit, Domestic Violence Enforcement Unit, Cyber Crimes Task Force, and the teen-oriented Explorers program. Department personnel actively participate in civic and professional organizations locally, statewide, and nationally. All commissioned deputies comply with the Department of Public Safety's Police Officer Standards & Training (P.O.S.T.) program.

The Boone County Sheriff's Department has several mutual aid agreements to provide computer/cyber crime investigative assistance, mutual aid responses, and drug task force investigations. The Boone County Sheriff's Department also works closely with the municipalities within the county to provide backup assistance and primary response when no police services are available.

# Statement of the Problem

### Statement of the Problem\*

Define the problem you will be attempting to impact with the project for which you are requesting funds. Be specific. Do not include every issue the Project Agency addresses but only the one(s) that will be impacted by the use of the funds being requested. Include facts on existing resources or lack thereof, demographic and geographic specifications, etc. to demonstrate a need for funding.

The Boone County Sheriff's Department is a full service Law Enforcement Agency and Adult Detention Facility located in Central Missouri along the major travel corridors of Interstate 70 and U.S. Highway 63. Boone County's border is made up of waterways on more than half of the county line. These waterways have very few bridges that almost eliminate the possibility of mutual aid from surrounding counties in some of those areas.

Boone County deputies primarily operate single man patrol cars and are responsible for 685 square miles of patrol area serving a population of approximately 162,642 citizens. Boone County includes 11 cities, towns, and villages some of which the Boone County Sheriff's Department is the primary responder to law enforcement calls for service. Boone County is also the home to one state university and two large colleges that generate an influx in the population nine months out of the year.

As of the beginning of 2012 the Boone County Sheriff's Department no longer has a Reserve Deputy program. The ripple effect of no longer having volunteers is increased hours for full time deputies for events such as the Hartsburg Pumpkin Festival (approximately 30,000 attendees), The Memorial Day Salute to Veterans Air Show (approximately 100,000 attendees), and other nationally recognized events such as concerts, MU football games, the National Biker Roundup and hot air balloon races. This problem is compounded when our staffing levels drop because we cannot compete with salaries of other law enforcement agencies our size.

In today's economy we see our everyday expenses rising, however deputies in Boone County have only received a 2% increase in salary in the past 4 years. If awarded these funds we hope to retain deputies who might otherwise go to another agency receiving about the same yearly salary, but realizing a lower cost of living due to a different geographic location.

Over the past few years we have noticed a trend in employee retention of tenured employees; we have also been losing quality employees to higher paying jobs. Most of the employees that have left for higher paying jobs have had at least five years of experience at our agency. If awarded these supplementation funds, we hope to be able to keep more employees to serve the citizens and train newcomers to the department.

The majority of our budget is tax driven and therefore we have little control over how we can increase pay to our employees. With these supplementation funds we will be able to provide our deputies a much deserved raise.

Historically speaking, the Boone County Sheriff's Department has struggled to stay in competition with other law enforcement agencies of similar size regarding starting pay and pay ranges. We also do not have a wide array of special pay options except for shift differential. We sometimes see ourselves losing employees to agencies that offer pay incentives for education, years of experience, military background, etc.; to which all of those we cannot afford with our operating budget.

It is an unfortunate fact that without the award of these funds our hands continue to be tied in regards to the amount of salary increases we can provide our deputies.

# Supplanting

# Supplanting\*

Supplanting is defined as taking the place of or replacing with something else. Supplanting is strictly unallowable under this grant program. Therefore, address how the requested funding will not supplant other federal, state, or local funds available to the program, if such exist.

The Boone County Sheriff's Department attests that, if awarded, these funds will not be used to supplant salaries. The Boone County Sheriff's Department will continue to use DSSSF funds, if

https://dpsgrants.dps.mo.gov/getApplicationPrintPreview.do?documentPk=1333632292875

awarded, to supplement existing salary budgets in future years. The Boone County Sheriff's Department prides itself in strict adherence to state, federal and local guidelines. We have a long standing history of adhering to rules of multiple state and federal grant programs.

# **Community Impact**

# Community Impact\*

Describe how your proposed project will affect the communities that your program will serve. Describe how your program will affect the morale and retention of deputy sheriffs and consequently the citizens this project serves.

The Boone County Sheriff's Department prides itself in hiring and retaining high quality employees to serve our citizens and people visiting our community. The Boone County Sheriff's Department has a policy that all Enforcement Deputies live within the county. This aids the department in serving the citizens in a timely fashion.

For the past several years the County of Boone has not provided the employees with raises, until a two percent increase this year. Over the past few years we have noticed a trend in employee retention of tenured employees. We have been losing quality employees to higher paying jobs. Most of the employees that have left for higher paying jobs have had at least five years of experience at our agency. If awarded these supplementation funds, we hope to be able to keep more employees to serve the citizens. While an individual citizen may not notice a fluctuation in staff numbers, we know it creates a deficit in the knowledge base of the deputies on the road.

The other big factor we pride ourselves in is maintaining a high level of morale. The Boone County Sheriff has been in office for almost eight years and in that time has made many changes based on employee suggestions. This "buy-in" to the department and the family atmosphere unfortunately is not enough in today's economy. We hope these supplemental funds will be one more tool in our tool box to give the employees one more reason to stay at the Boone County Sheriff's Department through retirement.

This supplemental pay will increase the morale of our deputies, thereby increasing productivity and initiative to work additional community events outside of their normal working schedule. This initiative will reflect in and through the deputies and out to the citizens of Boone County, thereby increasing citizen awareness of deputy presence in everyday activities.

Boone County Deputies work numerous community events each year throughout Boone County. At these events we are constantly in the eyes of the citizens and as such it is very important to us to maintain high morale. The Citizens of Boone County will be better served by deputies with high morale in everyday reactive duties, and with high morale comes a greater initiative to search out proactive activities; thereby more citizens will be safer by their presence.

# Audit Requirements

Date last audit was completed:6-27-2011Date(s) covered by last audit:1-1-2010 to 12-31-2010Last audit performed by:RubinBrown LLPPhone number of auditor:314-290-3300Date of next audit:5-2012Date(s) to be covered by next audit:1-1-2011 to 12-31-2011Next audit will be performed by:RubinBrown LLP

Total amount of financial assistance received from all entities, including the Missouri Department of Public Safety, during the date(s) covered by your agency's last audit, as indicated above.

https://dpsgrants.dps.mo.gov/getApplicationPrintPreview.do?documentPk=1333632292875

The **Federal Amount** refers to funds received directly from the Federal Government or federal funds passed through state agencies. The **State Amount** refers to funds received directly from the State of Missouri, not including federal pass-thru funds.

 The State Amount refers to funds received directly from the State of Missoun, not including federal pass-thru funds.

 Federal Amount:
 \$1,993,733.00

 State Amount:
 \$2,722,382.00

# **Certified Assurances**

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

2013 DSSSF Certified Assurances

I am aware that failure to comply with any of the Certified Assurances could result in funds being withheld until such time that I, the recipient, take appropriate action to rectify the incident(s) of non-compliance. Where the Authorized Official is unable to certify to any of the statements in the Certified Assurances, he or she shall provide an explanation below and may attach documentation under the 'Other Attachments' form where needed.

I have read and agree to the terms and Yes conditions of the grant. If you marked No to the question above, please explain: Your typed name as the applicant authorized official, in lieu of signature, represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. Authorized Official Name: Daniel Atwill

Official Name:Definition (MinimumJob Title:Presiding CommissionerDate:04/24/2012

206 -2012

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	April Sess	ion of the April	of the April Adjourned				
County of Boone	<b>J</b> ta.		ć				
In the County Commission	of said county, on the	$24^{th}$	day of	April	20	12	

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 grant applications by Boone County, Missouri for Missouri Department of Transportation, Traffic and Highway Safety Division grants for traffic enforcement totaling \$167,703.70. It is further ordered the Presiding Commissioner is hereby authorized to sign said applications.

Done this 24<sup>th</sup> day of April, 2012.

ATTEST:

<u>Menty 5. Novence</u> Wendy 8. Noren

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Miler Karen M. Miller

District Commissioner

Skip Elkin **\** District II Commissioner



# Traffic and Highway Safety Division TRAFFIC ENFORCEMENT APPLICATION October 01, 2012 through September 30, 2013

(Application due by May 01, 2012)

Agency:	Boone County Sheriff's Dept.				Agency OF	RI#:	MO0100000	
Address:	2121 County Dr.	Federal Ta	436000349					
					State Tax I	D#:	12464848	
City:	Columbia	State:	мо	Zip:	65202-9064	Count	y: Boone	
Phone:	573-875-1111	Fax:	573-874-8953					
Contact:	Sgt. Brian Leer	Email:	bleer@boonecc	ountym	o.org			
Jurisdiction:	Urban	Jurisdie	ction Population	:	129,098			
Targeted Populat	ion: Impaired Drivers							

Project activity for which your agency is requesting funding:

DWI Enforcement

Project Title:

**Brief Description:** 

Full-Time DWI / Traffic Unit Partial Funding - 2 Full-Time Deputies **Requested Amount:** 

\$56,373.64

Dwayne Carey

Authorizing Official

0 Authorizing O icial Signature

Sheriff

Authorizing Official Title

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, especially those resulting in death or disabling injury. In the 2008-2010 period, 460,267 traffic crashes occurred in the State. Of those, 0.5% resulted in a fatality and 3.3% involved someone being seriously injured. During the same time period, there were 23,064 traffic crashes where one or more drivers and/or pedestrians were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers or pedestrians were impaired by alcohol or other drugs, 800 people were killed and another 3,310 were seriously injured.

In the past three years (2009-2011) there have been 3,566 reported crashes (total number investigated by all agencies) in Boone County. Of those 3,566 crashes, 548 were alcohol related. Of those 548 alcohol related crashes, 301 crashes involved personal injury and 18 involved the the death of a total of 20 persons.

Boone County and the City of Columbia, which is the county seat of Boone County, consistently have problems with drinking-involved crashes. Below are some of the rankings, which show how Boone County and the City of Columbia compare to the rest of the Missouri counties and cities when it comes to drinking-involved crashes.

- \* Drinking-Involved Crashes Boone County ranked 8th / City of Columbia ranked 5th
- \* Major Disabling Drinking-Involved Crashes Boone County ranked 7th / City of Columbia ranked 6th
- \* Fatal Drinking-Involved Crashes Boone County ranked 7th / City of Columbia ranked 4th

In 2011, the Boone County Sheriff's Department made at least 276 arrests for DWI. In 2011 alone, Boone County experienced 6 fatal drinking-involved motor vehicle crashes (8 total deaths), 53 personal injury drinking-involved crashes and 90 property damage drinking-involved crashes. Impaired driving continues to be a serious problem in Boone County.

Goal:

To decrease fatalities involving drivers with .08 BAC or greater by 2% annually to:

- · 294 by 2010
- · 288 by 2011
- 282 by 2012
- · 277 by 2013

# Objectives:

- 1. Participate in the National Impaired Driving Crackdown campaign
- 2. Participate in the quarterly impaired driving enforcement campaigns
- 3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints

The Boone County Sheriff's Department plans to continue using our Full-Time DWI / Traffic Unit personnel to combat impaired driving. Even though the number of drinking-involved traffic crashes in Boone County continued to decline in 2011, we are still one of the higher ranking counties in the state for drinking-involved traffic crashes and the number of those killed in those drinking-involved traffic crashes in Boone County has increased each year since 2009. We believe our enforcement efforts overall are making a difference in drinking-involved traffic crashes and we plan on continuing these efforts to see a continued reduction in drinking-involved traffic crashes.

The goal of the Boone County Sheriff's Department is to continue our commitment to combating impaired driving and support the state goal of decreasing impaired driving fatalities by 2% annually. During the 2012-2013 grant year, we plan on continuing to utilize our Full-Time DWI / Traffic Unit to assist in addressing impaired driving on a nightly basis, in addition to conducting DWI saturations and sobriety checkpoints throughout the grant year. An objective is for our Full-Time DWI / Traffic Unit to maintain a high profile, which includes continued press releases, speaking engagements and highly visible patrol activities.

Project Description information will be captured in the supplemental section.

Question	<u>Answer</u>
You must answer the following questions. 1 Does your agency have an internal safety belt policy for all personnel?	Yes
2 Does your agency report racial profiling data annually?	Yes
3 Does your agency report to STARS?	Yes
4 Does your agency report UCR information annually?	Yes
5 Please explain any NO answer(s) to questions 1-4:	
Please use the most current 12-months of data available for answering questions 6-10.	
6 Total number of DWI violations written.	276
7 Total number of speeding violations written.	1134
8 Total number of HMV violations written.	256
9 Total number of child safety/booster seat violations written.	45
10 Total number of safety belt violations written.	248
Use the most current three years crash data for questions 11-19.	
11 Total number of traffic crashes.	8515
12 Total number of traffic crashes resulting in a fatality.	36
13 Total number of traffic crashes resulting in an injury.	2489
14 Total number of speed-related traffic crashes.	1382
15 Total number of speed-related traffic crashes resulting in a fatality.	19
16 Total number of speed-related traffic crashes resulting in an injury.	459
17 Total number of alcohol-related traffic crashes.	548
18 Total number of alcohol-related traffic crashes resulting in a fatality.	18
19 Total number of alcohol-related traffic crashes resulting in an injury.	206

Enter your agency's information below.

20 Total number of commissioned law enforcement officers.	72
21 Total number of commissioned patrol and traffic officers.	47
22 Total number of commissioned law enforcement officers available for overtime enforcement.	58
23 Total number of vehicles available for enforcement.	47
24 Total number of radars/lasers.	43
25 Total number of in-car video cameras.	47
26 Total number of PBT's.	29
27 Total number of Breathalyzers.	4

# The following information explains the strategies your agency willbuse to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

28 Identify the primary enforcement locations.

Drinking-involved traffic crashes have been occurring all around Boone County. 51.9% of the drinking-involved traffic crashes occurred on city streets and county roads. Our enforcement will be strongly focused on major thoroughfares in and around the City of Columbia with an emphasis on County Roads. Some of the other specific roadways our unit will patrol heavily will include Highway 63, Missouri 763, Missouri 163, Interstate 70 and other roadways with higher frequencies of drinking-involved traffic crashes.

29 Enter the months in which enforcement will be conducted.

According to the statistics from 2009-2011, the frequency of drinking-involved crashes within Boone County ranged from 29 to 59 in any given month; therefore, the Boone County Sheriff's Department will conduct our enforcement year round (October - September).

2009-2011 Drinking-Involved Traffic Crashes by month in Boone County.

Jan. - 44 Feb. - 45 Mar. - 55 Apr. - 38 May. - 49 Jun. - 57 July. - 29 Aug. - 48 Sep. - 44 Oct. - 59 Nov. - 39 Dec. - 41

30 Enter the number of enforcement periods your agency will conduct each month.

31

31 Enter the days of the week in which enforcement will be conducted.

According to the statistics from 2009-2011, drinking-involved crashes within Boone County are likely to occur Sunday through Saturday, so our Full-Time DWI / Traffic Unit will be conducting enforcement on all 7 days of the week (Sunday - Saturday).

2009-2011 Drinking-Involved Traffic Crashes by day of week in Boone County.

Sun. - 126 Mon. - 34 Tue. - 43 Wed. - 48 Thu. - 65 Fri. - 94 Sat. - 138

32 Enter the time of day in which enforcement will be conducted.

According to the statistics from 2009-2011, drinking-involved crashes within Boone County are most likely to occur between the hours of 4:00 pm and 6:00 am; therefore, the enforcement efforts of the Boone County Sheriff's Department's Full-Time DWI/ Traffic Unit will be focused on the hours between 4:00 pm and 6:00 am.

### 33 Enter the number of officers assigned during the enforcement period.

2

34 If equipment, promotional items, or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

We have asked for \$5,000 for training costs. We would like to use this money to send members of the Traffic Unit to various traffic safety courses, such as the annual L.E.T.S.A.C. Conference, the annual Missouri DWI/Traffic Safety Conference and possibly the National DRE Conference.

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)

2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)

3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required

- 4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
- 5. Attaining the Goals set forth in this contract\*

6. Accomplishing the Objectives\* established to meet the project Goals, such as:

- Enforcement activities (planned activities compared with actual activities)
- · Programs (number and success of programs held compared to planned programs, evaluations if available)

Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations,

location of classes, class cancellation information)

• Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)

· Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)

· Other (any other information or material that supports the Objectives)

7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

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

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

Edward Byrne Memorial Justice Assistance Grant: 2009-DJ-BX-1404 (JAG) - BCSD awarded \$31,887.20 - 10/01/2008 thru 09/30/2012

Edward Byrne Memorial Justice Assistance Grant (ARRA): 2009-SB-B9-0338 (JAG)- BCSD awarded \$108,593.45 - 03/01/2009 thru 02/28/2013

Edward Byrne Memorial Justice Assistance Grant: 2010-DJ-BX-0058 (JAG) - BCSD awarded \$29,421.20 - 10/1/2009 thru 9/30/2013

Edward Byrne Memorial Justice Assistance Grant: 2011-DJ-BX-3036 (JAG) - BCSD awarded \$24,606.00 - 10/1/2010 thru 9/30/2014

Recovery Act Multi-Jurisdictional Cyber Crimes Grant: 2009-MJCCG-028 - BCSD awarded \$152,305.15 - 07/01/11 thru 06/30/12

Youth Community Coalition of Columbia Grant (Missouri Division of Alcohol and Drug Abuse Grant Money) - BCSD awarded \$6,000 after agreeing to conduct at least 30 compliance checks around Boone County - 09/30/2011 thru 09/30/2012

Category	ltem	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Salary and Fringe	Salary and Fringe for Two Full-Time DWI/Traffic Deputies	1	\$102,747.27	\$102,747.27	\$51,373.63	\$51,373.64
					\$102,747.27	\$51,373.63	\$51,373.64
Training							
	Professional Development	2013 Training Conferences for 4-5 members of the Traffic Unit (LETSAC, DWI/Traffic Safety Conference, DRE Conference)	1	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
					\$5,000.00	\$0.00	\$5,000.00
			 To	tal Contract	\$107,747.27	\$51,373.63	\$56,373.64

Document Type PDF Description PDF Document Original File\_Name 2010\_OMB\_Circular\_A-133.pdf Date Added 04/10/2012

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Highway Safety Division P.O. Box 270 Jefferson City, MO 65102 1-800-800-2358 or 573-751-4161

## **COUNTY AUTHORIZATION**

On <u>April 24</u>, 20<u>12</u> the County Commission of <u>Boone</u> County discussed participation in Missouri's Highway Safety Program.

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

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

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County Commissioner

County Commissioner

Presiding Commissioner

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		88.98 <sup>-</sup>	

### Traffic and Highway Safety Division TRAFFIC ENFORCEMENT APPLICATION October 01, 2012 through September 30, 2013

(Application due by May 01, 2012)

Agency:	Boone County Sheriff's Dept.				Agency OF	RI#:	MO0100000
Address:	2121 County Dr.			Federal Tax	436000349		
					State Tax I	D#:	12464848
City:	Columbia	State:	мо	Zip:	65202-9064	Count	y: Boone
Phone:	573-875-1111	Fax:	573-874-8953				
Contact:	Sgt. Brian Leer	Email:	bleer@boonec	ountym	o.org		
Jurisdiction:	Urban	Jurisdi	ction Population	::	129,098		
Targeted Popula	tion: Youth						

Project activity for which your agency is requesting funding:

Youth Alcohol

Project Title:

Youth Alcohol Enforcement

Requested Amount:

**Brief Description:** 

Compliance Checks / Youth Alcohol Enf.

Dwayne Carey

Authorizing Official

Authorizing Official Signature

\$2,376.00

Sheriff

Authorizing Official Title

Youth make up a significant proportion of impaired drivers of motorized vehicles causing traffic crashes on Missouri roadways. Of the 22,814 impaired drivers who caused traffic crashes during 2008-2010, 12.6% were under the age of 21 (in known cases). This is especially significant when you consider it is illegal for someone under 21 to possess or consume alcohol in Missouri.

In 2008-2010, a total of 705 impaired drivers were involved in crashes where one or more persons were killed. In known cases, 13.0% of these drivers were under the age of 21. A total of 99 persons were killed in traffic crashes involving these young impaired drivers. Of those persons killed, 50.5% were the underage impaired driver and 49.5% were some other party in the crash.

There are several high schools and 3 college campuses in the Columbia/Boone County area, so we have a large youth population. Members of the Boone County Sheriff's Department often encounter underage individuals that have been consuming intoxicants. It is also well known that many youth have been able to purchase alcohol at locations within Boone County.

When looking at the Missouri state-wide statistics for "Young (under 21) Drinking Driver Involved" crashes, Boone County is ranked as the 5th highest county in the state and the City of Columbia is ranked as the 3rd highest city in the state. By looking at these rankings alone, one can tell that underage subjects, who drink and drive, are a problem in Boone County.

In 2011, the Boone County Sheriff's Department made at least 70 liquor law violation arrests. Several of those arrests were for supplying intoxicants to minors; however, the majority of the 70 arrests were for the charge of minor in possession of intoxicants or for a minor being visibly intoxicated/having a BAC in excess of .02%. Many of these arrests were made during contacts on or along our public roadways in Boone County.

In 2011, the Boone County Sheriff's Department continued our efforts crack down on those supplying intoxicants to minors as well. On 10/14/2011, the Boone County Sheriff's Department conducted alcohol compliance checks at retailers around Boone County. An 18 year old was sent into 10 businesses to attempt the purchase of alcohol. Fifty percent of the businesses checked sold beer to the underage buyer. On 01/20/2012, the Boone County Sheriff's Department again conducted alcohol compliance checks at retailers around Boone County. An 18 year old was sent into 9 businesses to attempt the purchase of alcohol. Eleven percent of the businesses checked sold beer to the underage buyer.

Sales to underage persons is an identified problem in Boone County that needs to be continually addressed. In a continued effort to reduce the sale of alcohol to minors, who could easily become impaired motorists on our public roadways, the Boone County Sheriff's Department plans on conducting future compliance checks at local businesses to address this issue.

#### Goal:

To decrease fatalities involving impaired drivers under the age of 21 years by 2 percent annually to:

- · 23 by 2011
- 22 by 2012
- · 22 by 2013
- 21 by 2014

Objectives:

- 1. Participate in the National Impaired Driving Crackdown campaign
- 2. Participate in the quarterly impaired driving enforcement campaigns
- 3. Develop and implement a high visibility DWI enforcement plan focused on drivers ages 15 through 20 years old

In addition to supporting the above stated goals, we have a goal of deterring the illegal sale of alcohol to minors at local businesses in Boone County. We hope that by deterring the illegal sale of alcohol to minors this will assist in reducing the number of "Drinking Driver Involved" crashes by those under 21 years of age within Boone County.

Project Description information will be captured in the supplemental section.

Deputies will utilize pre-approved underage individuals to attempt to purchase alcohol from local convenience stores and/or drinking establishments in Boone County. We plan on conducting this enforcement on at least 2-3 evenings throughout the grant year with a goal of checking 8 to 10 businesses each of those evenings.

Question	<u>Answer</u>
You must answer the following questions 1 Does your agency have an internal safety belt policy for all personnel?	Yes
2 Does your agency report racial profiling data annually?	Yes
3 Does your agency report to STARS?	Yes
4 Does your agency report UCR information annually?	Yes
5 Please explain any NO answer(s) to questions 1-4:	
Please use the most current 12-months of data available for answering questions 5-10	
6 Total number of DWI violations written.	276
7 Total number of speeding violations written.	1134
8 Total number of HMV violations written.	256
9 Total number of child safety/booster seat violations written.	45
10 Total number of safety belt violations written.	248
Use the most current three years crash data for questions 11-19	
11 Total number of traffic crashes.	8515
12 Total number of traffic crashes resulting in a fatality.	36
13 Total number of traffic crashes resulting in an injury.	2489
14 Total number of speed-related traffic crashes.	1382
15 Total number of speed-related traffic crashes resulting in a fatality.	19
16 Total number of speed-related traffic crashes resulting in an injury.	459
17 Total number of alcohol-related traffic crashes.	548
18 Total number of alcohol-related traffic crashes resulting in a fatality.	18
19 Total number of alcohol-related traffic crashes resulting in an injury.	206

Enter your agency's information below.

20 Total number of commissioned law enforcement officers.	72
21 Total number of commissioned patrol and traffic officers.	47
22 Total number of commissioned law enforcement officers available for overtime enforcement.	58
23 Total number of vehicles available for enforcement.	47
24 Total number of radars/lasers.	43
25 Total number of in-car video cameras.	47
26 Total number of PBT's.	29
27 Total number of Breathalyzers.	4

# The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

28 Identify the primary enforcement locations.

The alcohol compliance checks will be conducted at various businesses throughout Boone County that sell alcohol.

29 Enter the months in which enforcement will be conducted.

The alcohol compliance checks will be conducted during random months throughout the year.

30 Enter the number of enforcement periods your agency will conduct each month.

31 Enter the days of the week in which enforcement will be conducted.

The alcohol compliance checks may be conducted during any day of the week; though they are likely to occur on Friday or Saturday.

1

3

32 Enter the time of day in which enforcement will be conducted.

Primary enforcement times will be late afternoon, early evening and night time hours.

- 33 Enter the number of officers assigned during the enforcement period.
- 34 If equipment, promotional items, or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

N/A

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)

2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for

expenditures (i.e., personal services, equipment, materials)

3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required

4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)

5. Attaining the Goals set forth in this contract\*

6. Accomplishing the Objectives\* established to meet the project Goals, such as:

- · Enforcement activities (planned activities compared with actual activities)
- · Programs (number and success of programs held compared to planned programs, evaluations if available)

Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations,

location of classes, class cancellation information)

Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)

Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)

· Other (any other information or material that supports the Objectives)

7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

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

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

Edward Byrne Memorial Justice Assistance Grant: 2009-DJ-BX-1404 (JAG) - BCSD awarded \$31,887.20 - 10/01/2008 thru 09/30/2012

Edward Byrne Memorial Justice Assistance Grant (ARRA): 2009-SB-B9-0338 (JAG)- BCSD awarded \$108,593.45 - 03/01/2009 thru 02/28/2013

Edward Byrne Memorial Justice Assistance Grant: 2010-DJ-BX-0058 (JAG) - BCSD awarded \$29,421.20 - 10/1/2009 thru 9/30/2013

Edward Byrne Memorial Justice Assistance Grant: 2011-DJ-BX-3036 (JAG) - BCSD awarded \$24,606.00 - 10/1/2010 thru 9/30/2014

Recovery Act Multi-Jurisdictional Cyber Crimes Grant: 2009-MJCCG-028 - BCSD awarded \$152,305.15 - 07/01/11 thru 06/30/12

Youth Community Coalition of Columbia Grant (Missouri Division of Alcohol and Drug Abuse Grant Money) - BCSD awarded \$6,000 after agreeing to conduct at least 30 compliance checks around Boone County - 09/30/2011 thru 09/30/2012

Category	ltem	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Overtime and Fringe		33	\$72.00	\$2,376.00	\$0.00	\$2,376.00
					\$2,376.00	\$0.00	\$2,376.00
			To	otal Contract	\$2,376.00	\$0.00	\$2,376.00

Document Type PDF Description PDF Document Original File Name 2010\_OMB\_Circular\_A-133.pdf Date Added

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## COUNTY AUTHORIZATION

On <u>April 24</u>, 20<u>1</u>, the County Commission of <u>Boone</u> County discussed participation in Missouri's Highway Safety Program.

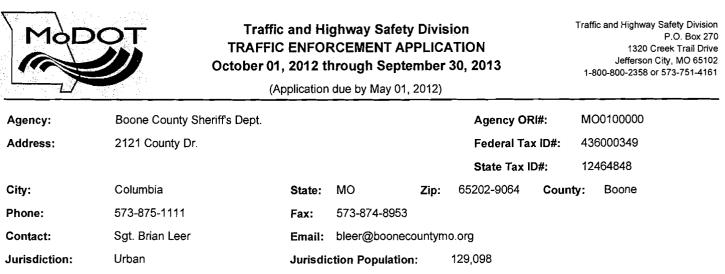
It is agreed the County should participate in Missouri's Highway Safety Program. It is further agreed the County Sheriff will investigate the possibilities of attaining financial assistance from the Highway Safety Division.

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

County Commissioner

County Commissioner

Presiding Commissioner



**Targeted Population:** Impaired Drivers

> · 这个人,在"学校"的主义 Project activity for which your agency is requesting funding:

> > Sobriety Checkpoint

**Project Title:** 

Sobriety Checkpoint / Saturation Patrols

**Requested Amount:** 

\$32,683.00

136-27

**Brief Description:** 

**Combination Checkpoints & Saturations** 

**Dwayne Carey** uthorizing Official Signature Authorizing Official Sheriff **Authorizing Official Title** 

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, especially those resulting in death or disabling injury. In the 2008-2010 period, 460,267 traffic crashes occurred in the State. Of those, 0.5% resulted in a fatality and 3.3% involved someone being seriously injured. During the same time period, there were 23,064 traffic crashes where one or more drivers and/or pedestrians were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers or pedestrians were impaired by alcohol or other drugs, 800 people were killed and another 3,310 were seriously injured.

In the past three years (2009-2011) there have been 3,566 reported crashes (total number investigated by all agencies) in Boone County. Of those 3,566 crashes, 548 were alcohol related. Of those 548 alcohol related crashes, 301 crashes involved personal injury and 18 involved the the death of a total of 20 persons.

Boone County and the City of Columbia, which is the county seat of Boone County, consistently have problems with drinking-involved crashes. Below are some of the rankings, which show how Boone County and the City of Columbia compare to the rest of the Missouri counties and cities when it comes to drinking-involved crashes.

- \* Drinking-Involved Crashes Boone County ranked 8th / City of Columbia ranked 5th
- \* Major Disabling Drinking-Involved Crashes Boone County ranked 7th / City of Columbia ranked 6th
- \* Fatal Drinking-Involved Crashes Boone County ranked 7th / City of Columbia ranked 4th

In 2011, the Boone County Sheriff's Department made at least 276 arrests for DWI. In 2011 alone, Boone County experienced 6 fatal drinking-involved motor vehicle crashes (8 total deaths), 53 personal injury drinking-involved crashes and 90 property damage drinking-involved crashes. Impaired driving continues to be a serious problem in Boone County.

Goal:

To decrease fatalities involving drivers with .08 BAC or greater by 2 percent annually to:

- 294 by 2010
- 288 by 2011
- · 282 by 2012
- 277 by 2013

Objectives:

- 1. Participate in the National Impaired Driving Crackdown campaign
- 2. Participate in the quarterly impaired driving enforcement campaigns
- 3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints

The Boone County Sheriff's Department plans to continue using sobriety checkpoints and DWI saturations to combat impaired driving. We believe we have experienced good results from our enforcement efforts since the number of drinking-involved motor vehicle crashes has decreased every year over the last three years.

A goal of the Boone County Sheriff's Department is to continue utilizing DWI saturations and sobriety checkpoints throughout the year to combat impaired driving in support of the state goal of decreasing impaired driving fatalities. During the 2012-2013 grant year, the Boone County Sheriff's Department plans on conducting at least 6 sobriety checkpoints and 6 DWI saturation details. By working alongside other law enforcement agencies within Boone County, we hope to see continued reduction in drinking-involved crashes in 2012.

Project Description information will be captured in the supplemental section.

<u>Question</u>	Answer
You must answer the following questions and the following questions and the following questions and the following questions and the following questions are the following questions and the following questions are the following	Yes
2 Does your agency report racial profiling data annually?	Yes
3 Does your agency report to STARS?	Yes
4 Does your agency report UCR information annually?	Yes
5 Please explain any NO answer(s) to questions 1-4:	
Please use the most current 12-months of data available for answering questions 6:10	
6 Total number of DWI violations written.	276
7 Total number of speeding violations written.	1134
8 Total number of HMV violations written.	256
9 Total number of child safety/booster seat violations written.	45
10 Total number of safety belt violations written.	248
Use the most current three years crash data for questions 11-19.	
11 Total number of traffic crashes.	8515
12 Total number of traffic crashes resulting in a fatality.	36
13 Total number of traffic crashes resulting in an injury.	2489
14 Total number of speed-related traffic crashes.	1382
15 Total number of speed-related traffic crashes resulting in a fatality.	19
16 Total number of speed-related traffic crashes resulting in an injury.	459
17 Total number of alcohol-related traffic crashes.	548
18 Total number of alcohol-related traffic crashes resulting in a fatality.	18
19 Total number of alcohol-related traffic crashes resulting in an injury.	206
Enter your agency's information below.	

4	27 Total number of Breathalyzers.
50	26 Total number of PBT's.
Z4	25 Total number of in-car video cameras.
43	.24 Total number of radars/lasers.
747	23 Total number of vehicles available for enforcement.
85	22 Total number of commissioned law enforcement officers available for overtime enforcement.
2Þ	21 Total number of commissioned patrol and traffic officers.
22	20 Total number of commissioned law enforcement officers.

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Rroject Description and should be specific to the crash problem:

28 Identify the primary enforcement locations.

The primary enforcement locations will be roadways in areas within Boone County that are high traffic volume areas, in areas suspected/known for impaired driving offenses, or in areas with a high crash frequency. Drinking-involved traffic crashes occur all around Boone County. From 2009 through 2011, 51.9% of the will be strongly focused on thoroughtares around the edges or in the City of Columbia with an emphasis on county roads. Our enforcement efforts will include specific roadways such as Highway 63, Missouri 763, We may conduct a sobriety checkpoint on one of these named roadways in the majority of our sobriety checkpoints will be conducted on intersecting roadways or other roadways, but the majority of our sobriety checkpoints will be conducted on intersecting roadways or other roadways in areas known or suspected to be used by impaired drivers.

29 Enter the months in which enforcement will be conducted.

According to the statistics from 2009-2011, the frequency of drinking-involved crashes within Boone County ranged from 29 to 59 in any given month; therefore, the Boone County Sheriff's Department will conduct our enforcement year round (October - September). The majority of our sobriety checkpoints being conducted from March to November. Based on weather and other events the Boone County Sheriff's Office may do from March to November. Based on weather and other events the Boone County Sheriff's Office may do from March to November. Based on weather and other events the Boone County Sheriff's Office may do from March to November. Based on weather and other events the Boone County Sheriff's Office may do from March to November.

2009-2011 "Drinking-Involved Traffic Crashes" by month in Boone County.

Dec. - 41 Oct. - 59 Dec. - 41

30 Enter the number of enforcement periods your agency will conduct each month.

31 Enter the days of the week in which enforcement will be conducted.

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According to the statistics from 2009-2011, drinking-involved crashes within Boone County are likely to occur Sunday through Saturday; however, the frequency of these drinking-involved crashes increases from Thursday through Sunday. The majority of our enforcement will be conducted Wednesday, Thursday, Friday or Saturday nights, though it could vary to address special events or holidays.

2009-2011 "Drinking-Involved Traffic Crashes" by day of week in Boone County.

Sun. - 126 Mon. - 34 Tue. - 43 Wed. - 48 Thu. - 65 Fri. - 94

Sat. - 138

32 Enter the time of day in which enforcement will be conducted.

According to the statistics from 2009-2011, approximately 93% of the drinking-involved crashes within Boone County occurred between the hours of 4:00 pm and 6:00 am. The majority of our enforcement will be conducted between the hours of 4:00 pm and 6:00 AM, though this could vary based on special events or holidays.

33 Enter the number of officers assigned during the enforcement period.

4

34 If equipment, promotional items, or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

We are requesting money to purchase the Bosch Crash Data Retrieval System and for the training to get two members of the Boone County Sheriff's Department fully trained/certified. This equipment will be very useful in investigating motor vehicle crashes, including alcohol related serious and fatal motor vehicle crashes. This equipment will enable us to perform more thorough and accurate investigations, which could possibly assist us in holding those accountable for the actions that led to a motor vehicle crash. Although, the equipment and training is costly up front, it is a one time cost and we will only have to update software and purchase cables at a much lower cost as the needs develop.

We are requesting money for two portable propane heaters and a Pelican Remote Area Lighting System. These would be used for sobriety checkpoints. We currently have one heater and two of the Pelican Lights; however, we feel that we would benefit greatly by adding the two heaters and the additional lighting system. The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)

2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)

3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required

- 4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
- 5. Attaining the Goals set forth in this contract\*

6. Accomplishing the Objectives\* established to meet the project Goals, such as:

- · Enforcement activities (planned activities compared with actual activities)
- · Programs (number and success of programs held compared to planned programs, evaluations if available)

• Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations,

location of classes, class cancellation information)

• Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)

Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)

· Other (any other information or material that supports the Objectives)

7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

• The success of this type of activity in general and this particular project specifically;

- Whether similar activities should be supported in the future; and
- · Whether grantee will receive funding for future projects.

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

Category	ltem	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	Computer Hardware	Bosch Premium CDR System Hardware Kit with Pelican case (Includes 1 year software subscription)	1	\$6,348.00	\$6,348.00	\$0.00	\$6,348.00
	Other	Two portable propane heaters to assist with conducting sobriety checkpoints during winter months.	2	\$150.00	\$300.00	\$0.00	\$300.00
					\$5,648.00	\$0.00	\$6,648.00
Personnel					_		
	Overtime and Fringe	Deputy / Corrections Officer Overtime	595	\$33.00	\$19,635.00	\$0.00	<b>\$19,635</b> .00
	Overtime and Fringe	Dispatcher Overtime	75	\$30.00	\$2,250.00	\$0.00	\$2,250.00
					\$21,885.00	\$0.00	\$21,885.00
Training							
	Professional Development	Training costs to get 2 members of the Traffic Unit trained/certified to use the Bosch CDR System	2	\$2,075.00	\$4,150.00	\$D.00	\$4,150.00
					\$4,150.00	\$0.00	\$4,150.00
			 Tot	al Contract	\$32,683.00	\$0.00	\$32,683.00

<u>Document Type</u> PDF Description PDF Document Original File Name 2010\_OMB\_Circular\_A-133.pdf Date Added 04/10/2012



# **COUNTY AUTHORIZATION**

On <u>APril 24</u>, 2012 the County Commission of <u>Bone</u> County discussed participation in Missouri's Highway Safety Program.

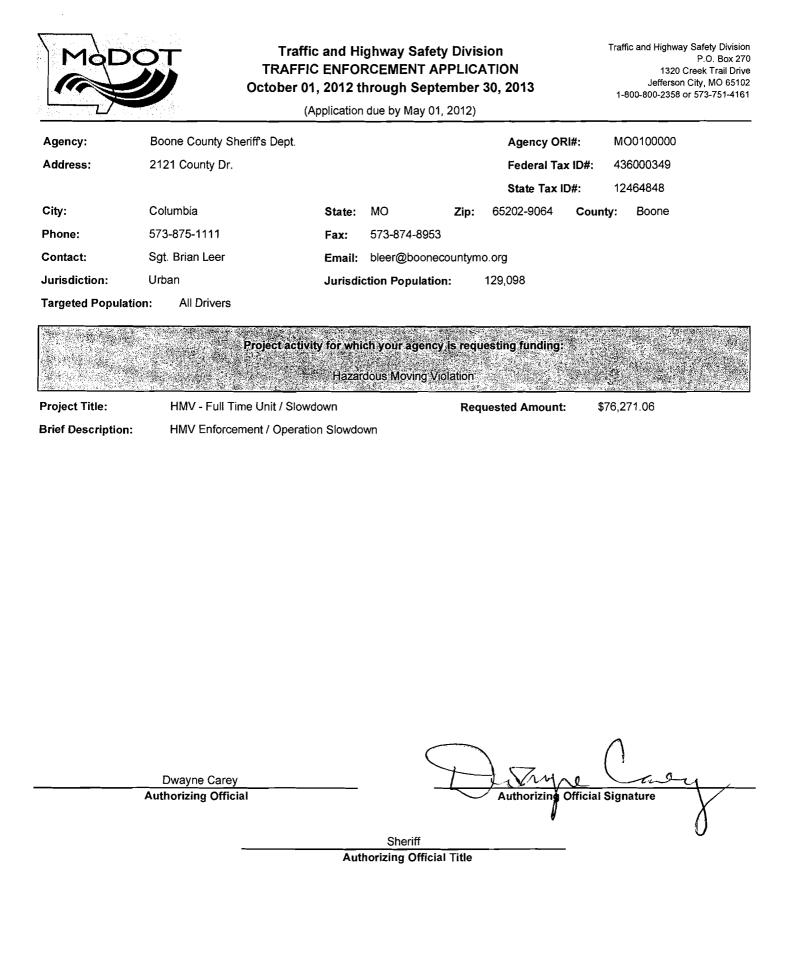
It is agreed the County should participate in Missouri's Highway Safety Program. It is further agreed the County Sheriff will investigate the possibilities of attaining financial assistance from the Highway Safety Division.

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

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County Commissioner

County Commissioner



Hazardous driving is a serious problem on Missouri's roadways and has contributed substantially to traffic crashes, especially crashes resulting in death. Many of these crashes are caused by aggressive drivers of motorized vehicles who have committed one or more of the following violations: speeding; driving too fast for conditions; and/or following too close. Other hazardous driving may include improper lane change, red-light running, or impaired driving.

From 2008-2010, there were 1,239 fatalities resulting from aggressive drivers. Of those fatalities, 40.8% resulted from exceeding the speed limit, 56.5% resulted from driving too fast for conditions, and 4.5% from following too close. Also, during the same time frame there were 800 people killed and 3,310 were seriously injured from impaired driving.

According to the Missouri State Highway Patrol, there were 8,515 motor vehicle crashes investigated in Boone County by all agencies from 2009-2011. Out of the 8,515 crashes investigated, 2,489 resulted in personal injury and 36 of the crashes resulted in 38 people being killed. Of these crashes that resulted in personal injury and death, 19% had a contributing factor of speed, 16.7% had a contributing factor of following too close, 12.8% had a contributing factor of improper lane useage/change, 22.7% had a contributing factor of failed to yield, and 24.0% had a contributing factor of inattention.

Boone County and the City of Columbia, which is the county seat of Boone County, consistently have problems with speed-involved crashes. Below are some of the rankings, which show how Boone County and the City of Columbia compare to the rest of the Missouri counties and cities when it comes to speed-involved crashes.

- \* Speed-Involved Crashes Boone County ranked 9th / City of Columbia ranked 7th
- \* Major Disabling Speed-Involved Crashes Boone County ranked 13th / City of Columbia ranked 7th
- \* Fatal Speed-Involved Crashes Boone County ranked 8th / City of Columbia ranked 5th

Hazardous moving violations continue to be a problem in Boone County and we continually address the problem. In 2011, the Boone County Sheriff's Department conducted 8,515 traffic stops. We issued 1,134 speeding citations , 608 citations for no insurance, 276 citations for driving while intoxicated, 368 citations for driving with a suspended or revoked license, 248 citations for seatbelt violations, 123 citations for no operators license, 117 citations for stop sign violations, 54 careless and imprudent citations, 45 citations for child restraint violations and over 119 other citations for various hazardous moving violations. Including all other Non-HMV violations and other various violations often encountered during traffic stops, the Boone County Sheriff's Department issued over 3,700 citations in 2011. We continue to take traffic enforcement and the enforcement of hazardous moving violations very serious, yet traffic violations continue to be a problem in Boone County.

#### Goal:

To decrease aggressive driving-related fatalities by 2 percent annually to:

- · 357 by 2010
- · 350 by 2011
- · 343 by 2012
- · 336 by 2013

#### Objective:

Develop and implement a plan that focuses on hazardous moving violations (such as speeding, following too closely, driving too fast for conditions, red-light running, improper lane changes, and failure to yield) at high crash locations and corridors.

The Boone County Sheriff's Department's is planning to perform "Operation Slowdown" enforcement operations every month from October 2012 thru September 2013. These "Operation Slowdown" operations will be performed throughout Boone County with concentration in known problem areas. We plan on dividing the efforts between county maintained roadways and the state maintained roadways to include U.S. Highway 63, which is known to have a high number of serious and fatal traffic crashes. The goal is to commit a total of at least 40 man hours (32 deputy man hours and 8 dispatcher man hours) toward these operations each month.

A goal is to have two "Operation Slowdown" operations per month that are each 4 hours in length with four deputies working each operation and/or occasionally do one larger 4 hour operation in a month with at least eight deputies. Another goal would be to address all observed violations with an emphasis on enforcing hazardous moving violations (such as speeding, following too closely, careless and imprudent driving, stop sign and red-light running, failure to yield, and lane violations).

We are planning to set up and conduct two to three safety checkpoints throughout the grant year. A safety checkpoint would be a substitute for one of the two operations planned in any given month. This license checkpoint would target unlicensed and uninsured drivers.

In addition to our monthly "Operation Slowdown" operations and our "Safety Checkpoints", which we have been performing over the past year, we want to create a new "Full-Time Traffic Enforcement Officer" position. This position would be focused on Hazardous Moving Violation Enforcement. The goal would be for this deputy to work shifts during the 7:00 a.m. to 8:00 p.m. time frame that experiences the highest number of traffic crashes in Boone County. This deputy would work throughout the week to include those days (Monday - Saturday) that account for 90% of all traffic crashes in Boone County. This deputy would follow current stats and would work areas known to have problems by following the crash data and addressing the ongoing crash problem areas or traffic complaint locations, as well as the developing crash problem areas or developing traffic complaint locations, as they arise.

This "Full-Time Traffic Enforcement Officer" position would work a regular shift assignment; however, we would have them adjust their hours/shifts as to better address crash problem areas or traffic complaint locations and the times those problems are occurring. This position would maintain spreadsheets to track crash locations/circumstances and our traffic complaint areas, communicate those problem areas to their fellow deputies, and assist with placing our department's RADAR speed display trailer at areas around the county. This position would not regularly be displatched to calls for service and would not have the primary responsibility for working traffic crashes, so they would be available to focus primarily on daily traffic enforcement. This position would have a goal of conducting over 2,000 traffic stops per year. In 2011, our highest number of traffic stops for the year by any individual deputy was just over 1,000 traffic stops, so this "Full-Time Traffic Enforcement Officer" should make a notable difference in the traffic safety of Boone County.

The idea for "Full-Time Traffic Enforcement Officer" came in part due to an experience that we had in Boone County in 2011. We were awarded \$10,000 from a Blueprint Grant for Hazardous Moving Violation Enforcement in addition to our MoDOT HMV grant. We began using the Blueprint Grant money in January 2011 and used up nearly all of the money by the first part of June 2011. We were assigning deputies to work sectors within Boone County that had the higher frequencies of crashes. During the same time we were conducting the extra HMV enforcement, we experienced no fatal motor vehicle crashes within Boone County. The first fatal motor vehicle crash within Boone County occurred on 06/26/2011, shortly after the extra Blue Print Grant ended. We ended 2011 with 8 fatal motor vehicle crashes within Boone County. We know our enforcement efforts were not the sole reason there were no fatal motor vehicle crashes from January 1st to June 26th; however, we do believe our efforts played a substantial role. We believe a "Full-Time Traffic Enforcement Officer" dedicated to full-time HMV enforcement would make a large impact on the traffic safety of Boone County.

Project Description information will be captured in the supplemental section.

Question	<u>Answer</u>
You must answer the following questions	Yes
1 Does your agency have an internal safety belt policy for all personnel?	165
2 Does your agency report racial profiling data annually?	Yes
3 Does your agency report to STARS?	Yes
4 Does your agency report UCR information annually?	Yes
5 Please explain any NO answer(s) to questions 1-4:	
Please use the most current 12-months of data available for answering questions 6-10.	
6 Total number of DWI violations written.	276
7 Total number of speeding violations written.	1134
8 Total number of HMV violations written.	256
9 Total number of child safety/booster seat violations written.	45
10 Total number of safety belt violations written.	248
Use the most current three years crash data for questions 11-19.	
11 Total number of traffic crashes.	8515
12 Total number of traffic crashes resulting in a fatality.	36
13 Total number of traffic crashes resulting in an injury.	2489
14 Total number of speed-related traffic crashes.	1382
15 Total number of speed-related traffic crashes resulting in a fatality.	19
16 Total number of speed-related traffic crashes resulting in an injury.	459
17 Total number of alcohol-related traffic crashes.	548
18 Total number of alcohol-related traffic crashes resulting in a fatality.	18
19 Total number of alcohol-related traffic crashes resulting in an injury.	206

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Enter your agency's information below.

20 Total number of commissioned law enforcement officers.	72
21 Total number of commissioned patrol and traffic officers.	47
22 Total number of commissioned law enforcement officers available for overtime enforcement.	58
23 Total number of vehicles available for enforcement.	47
24 Total number of radars/lasers.	43
25 Total number of in-car video cameras.	47
26 Total number of PBT's.	29
27 Total number of Breathalyzers.	4

#### The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

28 Identify the primary enforcement locations.

The "Operation Slowdown" enforcement will be performed on county roads, US Highway 63, Interstate 70 and other various state maintained roadways. The goal is to concentrate half of the "Operation Slowdown" enforcement efforts on the Boone County maintained roadways and half of the enforcement efforts on US Highway 63, Interstate 70 and the other various state maintained roadways within Boone County. Enforcement will be performed in high traffic areas and areas known for violations and/or crashes.

The "Full-Time Traffic Enforcement Deputy" position would conduct enforcement on both county and state maintained roadways. The focus of their enforcement efforts would be directed to roadways outside the city limits of Columbia. We have experienced times where there are only one or two Missouri State Highway Patrol Troopers on duty for the entire county, so it will help to have a "Full-Time Traffic Enforcement Deputy" on duty to occasionally concentrate their enforcement efforts on some of the state maintained roadways that have a higher frequency of crashes.

29 Enter the months in which enforcement will be conducted.

This enforcement will occur during all 12 months of the year.

30 Enter the number of enforcement periods your agency will conduct each month.

16

31 Enter the days of the week in which enforcement will be conducted.

According to the statistics from 2009-2011, motor vehicle crashes within Boone County are likely to occur Sunday through Saturday. Over the three year period, each day of the week accounted for a minimum of 9.9% of the crashes with the highest day of the week accounting for 18.1% of the crashes.

The majority of the traffic crashes occurring in Boone County from 2009 through 2011 occurred Monday through Friday, so the majority of our Slowdown Operations and Safety Checkpoints will be conducted Monday through Friday. The Full-Time Traffic Enforcement deputy will work on all days of the week throughout the grant year.

2009-2011 Traffic Crashes by day of week in Boone County.

 Sun. 840

 Mon. 1,209

 Tue. 1,304

 Wed. 1,210

 Thu. 1,342

 Fri. 1,540

 Sat. 1,070

32 Enter the time of day in which enforcement will be conducted.

According to the statistics from 2009-2011, approximately 73.6% of the traffic crashes within Boone County occurred between the hours of 7:00 am and 7:00 pm. The majority of our enforcement under this grant will be conducted between the hours of 7:00 am and 7:00 pm, though this could vary based on special events or holidays.

33 Enter the number of officers assigned during the enforcement period.

4

34 If equipment, promotional items, or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

The equipment items listed are for the proposed new Full-Time Traffic Enforcement Deputy position. If we are awarded the money for the new Full-Time Traffic Enforcement Deputy, we will be creating an additional full-time position within our agency and there will be a need for an additional patrol vehicle and equipment. The money requested for equipment would cover a fully equipped new patrol vehicle for the Deputy to use in their enforcement efforts and all other uniform / equipment costs to outfit the new Deputy position.

The Crush training we have requested would include sending one trained accident reconstructionist to a training session to learn how to determine speeds of crashed vehicles based on the amount of crushing damage a crashed vehicle has sustained. A large percentage of the fatal motor vehicle crashes, including alcohol related fatal motor vehicle crashes, we have investigated have consisted of a single vehicle running off the road and striking a tree. This training could be used during investigations of these types of crashes.

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)

2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)

3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required

- 4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
- 5. Attaining the Goals set forth in this contract\*

6. Accomplishing the Objectives\* established to meet the project Goals, such as:

- · Enforcement activities (planned activities compared with actual activities)
- Programs (number and success of programs held compared to planned programs, evaluations if available)
- Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations,

location of classes, class cancellation information)

Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)

Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)

· Other (any other information or material that supports the Objectives)

7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

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

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

Edward Byrne Memorial Justice Assistance Grant: 2009-DJ-BX-1404 (JAG) - BCSD awarded \$31,887.20 - 10/01/2008 thru 09/30/2012

Edward Byrne Memorial Justice Assistance Grant (ARRA): 2009-SB-B9-0338 (JAG)- BCSD awarded \$108,593.45 - 03/01/2009 thru 02/28/2013

Edward Byrne Memorial Justice Assistance Grant: 2010-DJ-BX-0058 (JAG) - BCSD awarded \$29,421.20 - 10/1/2009 thru 9/30/2013

Edward Byrne Memorial Justice Assistance Grant: 2011-DJ-BX-3036 (JAG) - BCSD awarded \$24,606.00 - 10/1/2010 thru 9/30/2014

Recovery Act Multi-Jurisdictional Cyber Crimes Grant: 2009-MJCCG-028 - BCSD awarded \$152,305.15 - 07/01/11 thru 06/30/12

Youth Community Coalition of Columbia Grant (Missouri Division of Alcohol and Drug Abuse Grant Money) - BCSD awarded \$6,000 after agreeing to conduct at least 30 compliance checks around Boone County - 09/30/2011 thru 09/30/2012

Category	ltem	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	Vehicle	Completely Equipped Vehicle for new Full-Time Traffic Enforcement Deputy to use for Enforcement	1	\$55,160.00	\$55,160.00	\$27,580.00	\$27,580.00
	Other	Complete Uniform / Equipment costs to outfit new Full-Time Traffic Enforcement Deputy	1	\$5,487.51	\$5,487.51	\$2,743.75	\$2,743.76
					\$60,647.51	\$30,323.75	\$30,323.76
Personnel							
	Salary and Fringe	Full-Time Traffic Enforcement Deputy	1	\$51,454.59	\$51,454.59	\$25,727.29	\$25,727.30
	Overtime and Fringe	Deputy Overtime	480	\$33.00	\$15,840.00	\$0.00	\$15,840.00
_	Overtime and Fringe	Dispatcher / Radio Operator Overtime	96	\$30.00	\$2,880.00	\$0.00	\$2,890.00
					\$70,174.59	\$25,727.29	\$44,447.30
Training							
	Professional Development	Crush Training for one member of the 4-5 member BCSD Traffic Unit - Total Training Costs	1	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
					\$1,500.00	\$0.00	\$1,500.00
			Tot	tal Contract	\$132,322.10	\$56,051.04	\$76,271.06

Document Type
PDF

Description PDF Document Original File Name 2010\_OMB\_Circular\_A-133.pdf Date Added 04/10/2012



## **COUNTY AUTHORIZATION**

On <u>April 24</u>, 20<u>12</u> the County Commission of <u>Boore</u> County discussed participation in Missouri's Highway Safety Program.

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

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

le

**County Commissioner** 

County Commissioner

Presiding Commissioner

207-2012

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	April Session of the April	Adjourned	Term. 20	12		
County of Boone	ea.		¢			
In the County Commission of s	said county, on the	24 <sup>th</sup>	day of	April	20	12

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 for a 12 week dog trainer handler/ dog training course:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2501	37210	Forfeiture Fund – Justice	Training/Schools		5,264.00

Done this 24<sup>th</sup> day of April, 2012.

ATTEST:

<u>ukndy S. Nore cc</u> Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Philes

Kareh M. Miller District I Commissioner

Skip Elkin District II Commissioner

# **REQUEST FOR BUDGET AMENDMENT**

# **BOONE COUNTY, MISSOURI**

### 04-11-12 EFFECTIVE DATE

### FOR AUDITORS USE

												(Use whole	\$ amounts)
D	epa	rtme	ent			A	CCOL	unt	_	Department Name	Account Name	Decrease	Increase
2	5	0	1		3	7	2	1	0	Forfeiture Fund- Justice	Training/Schools		5264.00
											· · · · ·		
				-									
				$\left  \right $									

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): For 12 week dog trainer handler/dog training course. This budget amendment supplements a budget revision using money earmarked for RMS/JMS site visits that will not likely be completed this year. Current canine is retiring. New Canine is being purchased with donated funds. Total Cost of training is \$12,364.00

**Requesting Official** 

TO BE COMPLETED BY AUDITOR'S OFFICE
A schedule of previously processed Budget Revisions/Amendments is attached.
A fund-solvency schedule is attached.
Comments:
[ digenda/
17
Auditor's Office
Alle MIMI Are MILLE
a full fill one 11 have about
PRESIDING COMMISSIONER DISTRICT / COMMISSIONER DISTRICT / COMMISSIONER
PRESIDING COMMISSIONER DISTRICT I COMMISSIONER DISTRICT & 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.

# REQUEST FOR BUDGET REVISION

# **BOONE COUNTY, MISSOURI**

57

# 04-11-12

E	FFE	СТ	IVE	E DA	ATE					$\bigcirc$	$P\mathbb{Y}$		IORS USE
								691		(Use whole	(Use whole \$ amounts)		
												Transfer From	Transfer To
De	epai	rtm	ent			Ac	cou	Int		Department Name	Account Name	Decrease	Increase
2	5	0	1		3	7	2	2	0	Forfeiture fnd-Justice	Travel	1500.00	
2	5	0	.2		3	7	2	3	5	Forfeiture fnd- Tres	Meals/Lodging	1736.00	
2	5	0	1		3	7	2	1	0	Forfeiture fnd-Justice	Training/Schools		1500.00
2	5	0	2		3	7	2	1	0	Forfeiture fnd- Tres	Training/Schools		1736.00
											B.R. 1,500 B.R. 1,736 B.A. 5,264 8,500	00 + 00 +	

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): Move money budgeted for RMS/JMS site visits to Training/Schools to pay 12 week dog trainer handler/dog training course.

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES XNO If not, please explain (use an attachment if necessary): Budget Amendment attached will complete this request.

**Requesting Official** 

TO BE COMPLETED BY AUDITOR'S OFFICE

A schedule of previously processed Budget Revisions/Amendments is attached.
 Unencumbered funds are available for this budget revision.
 Comments: Remaining amount for training covered by BA.

Auditor's Office

	UIRY MAIN SCREEN 4/11/12 10:54:13
	riginal Appropriation <u>1,500.00</u>
Dept 2501 SD FORFEITURE-DEPT OF JUSTICE	Revisions
Acct 37220 TRAVEL (AIRFARE, MILEAGE, ETC)	Original + Revisions <u>1,500.00</u>
Fund 250 SHERIFF FORFEITURE FUND	Expenditures
	Encumbrances
Class/Account <u>A</u> <u>ACCOUNT</u>	Actual To Date
Account Type <u>E EXPENSE</u>	Remaining Balance <u>1,500.00</u>
Normal Balance <u>D</u> <u>DEBIT</u>	Shadow Balance1,500.00

## Expenditures by Period

January	 July	
February	 August	
March	 September	
April	 October	
May	 November	
June	 December	

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

	UIRY MAIN SCREEN 4/11/12 10:54:43 riginal Appropriation5,600.00
Dept 2502 SD FORFEITURE-DEPT OF TREASURY	Revisions
Acct 37235 MEALS & LODGING - OTHER	Original + Revisions 5,600.00
Fund 250 SHERIFF FORFEITURE FUND	Expenditures
	Encumbrances
Class/Account <u>A</u> <u>ACCOUNT</u>	Actual To Date
Account Type <u>E</u> <u>EXPENSE</u>	Remaining Balance <u>5,600.00</u>
Normal Balance <u>D</u> <u>DEBIT</u>	Shadow Balance 5,600.00

### Expenditures by Period

January	 July	
February	 August	
March	 September	
April	October	
May	 November	
June	 December	

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

Men 15 Remain 291,736.00 \*

# SHALLOW CREEK KENNELS, INC. Courage \*Clarity\*Confidence



OTHER TOTAL

\$8,500.00

~

6572 Seneca Road Sharpsville, PA 16150 Office:724-646-1895 Fax:724-646-1895 SCKK9@PYMTELE.NET Shallowcreekk9.com

### Boone County Sheriff's Office 2121 County Drive Columbia, MO 65202

	DATE	REQUISITIONER	PURCHASE ORDER #	INVOICE #	TERMS
	04/09/12	Captain German			
ſ	OTÝ ITEM NUMBER		DESCRIPTION	· [	INIT PRICE TOTAL

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
1		12 Week Trainers/Handlers Course at Shallow Creek Kennels, Inc	c. \$6,000.00	\$6,000.00
		Lodging is included on the premises.		
		Class dates:		
1		Training on Green Dual Purpose Police Service Dog.	\$2,500.00	\$2,500.00
		Fall 2012 - July 16th Thru October 5th		
			1,	
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
			TOTAL	
		0.2000,000,000,000,000,000,000,000,000,0	TAX EXEMPT	
		SHIPPING	AND HANDLING	

Thank You For Your

Business!

Meals 12 weeks x 7 days x 44.00 per day = \$ 3864.00

### **Jason Gibson - Verified**

From:Leasa QuickTo:Jason GibsonDate:4/11/2012 12:59 PMSubject:Verified

with Dwayne, the dog is being paid for from private donations.

# Fund Statement - Sheriff Forfeiture Fund 250 (Nonmajor)

	2010 Actual	2011 <u>Budget</u>	2011 Projected	2012 Budget
REVENUES:				
Property Taxes	\$	- \$ -	\$ -	\$-
Assessments			-	-
Sales Taxes			-	-
Franchise Taxes			-	-
Licenses and Permits			-	-
Intergovernmental			-	-
Charges for Services			•	-
Fines and Forfeitures	3,382	-	-	-
Interest	571	722	479	478
Hospital Lease			-	-
Other				
Total Revenues	3,953	722	479	478
EXPENDITURES:				
Personal Services	6,291	9,909	9,909	-
Materials & Supplies	-	· -	-	-
Dues Travel & Training	1,302	7,100	464	12,364
Utilities	398	408	467	458
Vehicle Expense	1,965	2,100	1,566	2,100
Equip & Bldg Maintenance	_,_ ••	,	-	
Contractual Services	77	84	13	-
Debt Service (Principal and Interest)		-		-
Emergency	-	-	-	-
Other	-	-	(447)	-
Fixed Asset Additions	12,199	4,500	4,500	9,000
Total Expenditures	22,232		16,472	23,922
REVENUES OVER (UNDER) EXPENDITURES	(18,279	) (23,379)	(15,993)	(23,444)
OTHER FINANCING SOURCES (USES):				
Transfer In	_	_		
Transfer Out	-	_	_	_
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-			
	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt Total Other Financing Sources (Uses)				
REVENUES AND OTHER SOURCES OVER (UNDER)				
EXPENDITURES AND OTHER USES (BUDGET BASIS)	(18,279)	(23,379)	(15,993)	(23,444)
FUND BALANCE (GAAP), beginning of year	97,933	86,045	86,045	63,661
Less encumbrances, beginning of year	-	(6,391)	(6,391)	-
Add encumbrances, end of year	6,391	6,391		
FUND BALANCE (GAAP), end of year	<u>\$</u> 86,045	\$ 62,666	\$ 63,661	<u>\$ 40,217</u>
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$-	\$ -	\$ -	\$-
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	6,391	6,391	-	-
Designated:				
Capital Project and Other	-	-	-	-
Total Fund Balance Reserves and Designations, end of year	6,391	6,391		-
FUND BALANCE, end of year	86,045	62,666	63,661	40,217
UND BALANCE RESERVES/DESIGNATIONS, end of year	(6,391)	(6,391)		
JNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 79,654	\$ 56,275	\$ 63,661	\$ 40,217
		·	<u>_</u>	<u>(</u>

208 -2012

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI		April Session of the April	Term. 20	12		
County of Boone	ea.					
In the County Commission of	f said county, on the	24 <sup>th</sup>	day of	April	20	12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for a 12 week dog trainer handler/ dog training course:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2501	37220	Forfeiture fnd – Justice	Travel	1,500.00	
2502	37235	Forfeiture fnd – Tres	Meals/ Lodging	1,736.00	
2501	37210	Forfeiture fnd – Justice	Training/ Schools		1,500.00
2502	37210	Forfeiture fnd – Tres	Training/ Schools		1,736.00

Done this 24<sup>th</sup> day of April, 2012.

ATTEST:

Werdy S. Nora cc Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Karen M. Miller

District LCommissioner

Skip Elkin District II Commissioner

# REQUEST FOR BUDGET REVISION BOONE COUNTY, MISSOURI

### 04-11-12 EFFECTIVE DATE

### FOR AUDITORS USE

<u> </u>											(Use whole \$ amounts)	
											Transfer From	Transfer To
De	epa	rtm	ent		Ac	col	unt		Department Name	Account Name	Decrease	Increase
2	5	0	1	3	7	2	2	0	Forfeiture fnd-Justice	Travel	1500.00	
2	5	0	2	3	7	2	3	5	Forfeiture fnd- Tres	Meals/Lodging	1736.00	
2	5	0	1	3	7	2	1	0	Forfeiture fnd-Justice	Training/Schools		1500.00
2	5	0	2	3	7	2	1	0	Forfeiture fnd- Tres	Training/Schools		1736.00
						Ĺ						
												<u></u>
											┢────	·
	_								<u>_</u>			

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): Move money budgeted for RMS/JMS site visits to Training/Schools to pay 12 week dog trainer handler/dog training course. Current Ganine is retiring, New canine is being purchased with donated funds. Total cost of training is #12,364.

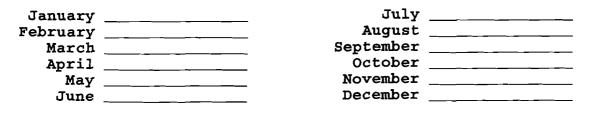
Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES XNO If not, please explain (use an attachment if necessary): Budget Amendment attached will complete this request.

**Requesting Official** 

# TO BE COMPLETED BY AUDITOR'S OFFICE Image: A schedule of previously processed Budget Revisions/Amendments is attached. Image: Unencumbered funds are available for this budget revision. Image: Comments: Remaining amount for training covered by BA. Image: Auditor's Office Image: Auditor's Office

SUBLSCR BOONE SUBSIDIARY LEDGER INQ	UIRY MAIN SCREEN 4	/11/12 10:54:13
Year <u>2012</u> O	riginal Appropriation	1,500.00
Dept 2501 SD FORFEITURE-DEPT OF JUSTICE	Revisions	
Acct 37220 TRAVEL (AIRFARE, MILEAGE, ETC)		1,500.00
Fund 250 SHERIFF FORFEITURE FUND		
	Encumbrances	
Class/Account A ACCOUNT	Actual To Date	
Account Type E EXPENSE	Remaining Balance	
Normal Balance D DEBIT	Shadow Balance	1,500.00

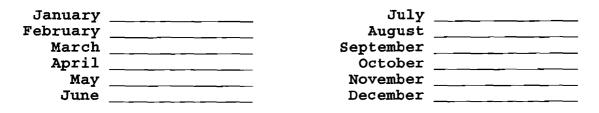
### Expenditures by Period



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

	QUIRY MAIN SCREEN         4/11/12         10:54:43
Year <u>2012</u> (	Driginal Appropriation <u>5,600.00</u>
Dept 2502 SD FORFEITURE-DEPT OF TREASURY	Revisions
Acct 37235 MEALS & LODGING - OTHER	Original + Revisions5,600.00
Fund 250 SHERIFF FORFEITURE FUND	Expenditures
	Encumbrances
Class/Account <u>A ACCOUNT</u>	Actual To Date
Account Type <u>E EXPENSE</u>	Remaining Balance <u>5,600.00</u>
Normal Balance <u>D</u> <u>DEBIT</u>	Shadow Balance5,600.00

### Expenditures by Period



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

5,600.00 + Meals -Remang1,736.00 \*

# SHALLOW CREEK KENNELS, INC. Courage \*Clarity\*Confidence



OTHER TOTAL

\$8,500.00

6572 Seneca Road Sharpsville, PA 16150 Office:724-646-1895 Fax:724-646-1895 <u>SCKK9@PYMTELE.NET</u> Shallowcreekk9.com

### Boone County Sheriff's Office 2121 County Drive Columbia, MO 65202

DATE	REQUISITIONER	PURCHASE ORDER # INVOICE #	TERMS
04/09/12 ·	Captain German		

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TQTAL
1		12 Week Trainers/Handlers Course at Shallow Creek Kennels, Inc.	\$6,000.00	\$6,000.00
		Lodging is included on the premises.		
		Class dates:		
1		Training on Green Dual Purpose Police Service Dog.	\$2,500.00	\$2,500.00
		Fall 2012 - July 16th Thru October 5th		
		- 		
anna a sa				
		SUB TOT	AL	
		SALES TA)	(EXEMPT	
		SHIPPING AN	DHANDLING	

Thank You For Your

Business!

Meals 12 weeks x 7 days x 44.00 per day = \$ 3864.00

209 -2012

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	April Session of the April Adjourned	Term. 20	12
County of Boone			
In the County Commission of said county, o	n the 24 <sup>th</sup> day of April	20	12

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 to cover the transfer of the excess tax maintenance fund balance to the general fund:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2110	83917	Collector Tax Maint	OTO: To General Fund		49,136.00
1190	03917	Non-Departmental	OTI: From Special Rev		49,136.00

Done this 24<sup>th</sup> day of April, 2012.

ATTEST:

Wendy S. Noren ec

Clerk of the County Commission

*Xanuff* Daniel K. Atwill

Presiding Commissioner

miller / an

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

# **REQUEST FOR BUDGET AMENDMENT**

## BOONE COUNTY, MISSOURI RECEIVED

<u>3-28-12</u> EFFECTIVE DATE

### MAR 2 8 2012

BOONE COUNTY AUDITOR

### FOR AUDITORS USE

											(Use whole \$ amounts)		
	Depa	rtme	ent			A	ccou	unt		Department Name	Account Name	Decrease	Increase
2	1	1	0		8	3	9	1	7	Collector Tax Maint	OTO: To General Fund		49,136.00
1	1	9	0		0	3	9	1	7	Non-Departmental	OTI: From Special Rev 49,		
						 		<u> </u>					
										<u> </u>			

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): **Covering the transfer of the excess tax maintenance fund balance to the general fund per RSMo 52.317.** 

To: County Clerk's Office

Comm Order # \_209-2012\_

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

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

I A fund-solvency schedule is attached. Fund 211 N/A - Gen Fund

Comments:

genda

Auditor's Office

SIONER COMMIS

DISTRICT I COMMISSIONER

DISTRICT OMMISSIONER

### **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, MISSOURI

**REQUEST FOR JOURNAL ENTRY** 

### DATE FOR AUDITORS USE Account Title Fund Department (or managerial code) Debit Credit Account OTO: To General Fund 49,136.00 2 1 1 0 8 3 9 1 7 OTI: From Spec. Rev. 9 0 49,136.00 1 1 0 3 9 1 7 Fund 1. 1 49,136.00 2 1 0 TMF Cash 0 0 0 1 0 0 0 1 0 0 0 General Fund Cash 49,136.00 Explanation: Transfer excess Tax Maintenance Funds to General Fund per RSMo 52.317

Approved - Origination Office

March 28, 2012

Approved - Auditor

Approved - County Commission

# Fax Maintenance Fund-- Determination of Transfer of Fund Balance to General Fund

		2002	2003	<u>2004</u>	2005	2006	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Fund Balance Dec 31,	\$	59,814	118,313	151,645	194,625	216,325	304,093	287,475	303,733	305,509	291,109
Maximum Fund Balance		148,438	163,300	. 171,104	180,758	194,841	220,679	228,293	231,341	238,817	241,973
Amount to be Transferred	-	(88,624)	(44,987)	(19,459)	13,867	21,484	83,414	59,182	72,393	66,693	49,136
	=	None	None	None	Transferred	Transferred	Transferred	Transferred	Transferred	Transferred	
		.'						· ·			
		<u>2001</u>	2002	<u>2003</u>	<u>2004</u>	2005	<u>2006</u>	2007	2008	<u>2009</u>	<u>2010</u>
Approved Budget (with final revisions)	\$	296,875	326,600	342,207	361,515	389,682	441,358	456,586	462,681	477,633	483,945
50% Max Fund Balance (RSMo 52.317)		148,438	163,300	171,104	180,758	194,841	220,679	228,293	231,341	238,817	241,973

L:\Tax Maint Fund - FB trf to GF.xls

cct <u>2913</u> <u>BEG FUN</u> ccount Type <u>Q</u>	OR TAX MAINTENANC	<u>e fund</u>	<b>TRY MAIN SCR</b> Opening Bal Actual YTD Actual YTD Current Bal	ance Credits Debits	3/28/12 14:45:09 <u>305,509.14</u> <u>181,734.34</u> <u>196,134.78</u> <u>291,108.70</u>
Period January February March April May June July August September October November December Post Closing	Debits	Cred	its	$     \begin{bmatrix}             3 \\             3 \\         $	ent Balance 05,509.14 05,509.14 05,509.14 05,509.14 05,509.14 05,509.14 05,509.14 05,509.14 05,509.14 05,509.14 05,509.14 05,509.14 05,509.14 05,509.14 05,509.14 91,108.70

1 . . . .

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

# Fund Statement - Tax Maintenance Fund 211 (Nonmajor)

		2010 Actual		2011 Budget		2011 Projected		2012 Budget	
REVENUES:									
Property Taxes	\$	-	\$	-	\$	-	\$		
Assessments		-		-		-		-	
Sales Taxes				-		-		-	
Franchise Taxes				-		-		-	
Licenses and Permits		-		-		-		-	
Intergovernmental		-		-		-		-	
Charges for Services		203,112		187,397		180,120		181,921	
Fines and Forfeitures		-		-		-		-	
Interest		1,536		3,745		2,148		2,148	
Hospital Lease		-		-		-		-	
Other								-	
Total Revenues		204,648		191,142		182,268		184,069	
EXPENDITURES:									
Personal Services		24,858		1,956		-		1,956	
Materials & Supplies		-		2,442		2,442		900	
Dues Travel & Training		5,671		11,000		11,000		11,000	
Utilities		-		-		-		-	
Vehicle Expense		-		-		-		-	
Equip & Bldg Maintenance		-		-		-		-	
Contractual Services		98,678		143,200		130,085		131,900	
Debt Service (Principal and Interest)				-		,		,, - • •	
Emergency		-		-		-		_	
Other		-		26,635		-		38,121	
Fixed Asset Additions		1,272		5,908		5,907		,	
Total Expenditures		130,479		191,141		149,434		183,877	
REVENUES OVER (UNDER) EXPENDITURES		74,169		1		32,834		192	
OTHER FINANCING SOURCES (USES):									
Transfer In		· _		-		-		-	
Transfer Out		(72,393)		(66,693)		(66,693)		(49,136)	
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease		(,2,5,5)		(00,075)		(00,055)		(12,120	
Proceeds of Long-Term Debt		-		_		-		-	
Retirement of Long-Term Debt		_		_		_		-	
Total Other Financing Sources (Uses)		(72,393)		(66,693)		(66,693)		(49,136)	
REVENUES AND OTHER SOURCES OVER (UNDER)									
EXPENDITURES AND OTHER USES (BUDGET BASIS)		1,776		(66,692)		(33,859)		(48,944)	
FUND BALANCE (GAAP), beginning of year		303,733		329,797		329,797		271,650	
ess encumbrances, beginning of year		-		(24,288)		(24,288)		-	
Add encumbrances, end of year		24,288		24,288					
FUND BALANCE (GAAP), end of year	<u></u>	329,797	<u> </u>	<u>263,105</u>	\$	271,650	_\$	222,706	
TUND BALANCE RESERVES AND DESIGNATIONS, end of year									
eserved:	•		¢		¢		¢		
Loan Receivable (Street NIDS/Levy District)	\$	-	\$	-	\$	-	\$	-	
Prepaid Items/Security Deposits/Other Reserves		-		-		-		-	
Debt Service/Restricted Assets		-		-		-		-	
Prior Year Encumbrances		24,288		24,288		-			
Designated:									
Capital Project and Other									
Total Fund Balance Reserves and Designations, end of year		24,288		24,288		-		-	
UND BALANCE and of year		329,797		263,105		271 650		222 704	
UND BALANCE, end of year UND BALANCE RESERVES/DESIGNATIONS, end of year	_	329,797 (24,288)		<u>263,105</u> (24,288)		271,650		222,706	
NRESERVED/UNDESIGNATED FUND BALANCE, end of year	۴		¢	729 917	£	271 650	£	222 702	
Intelety bordbestern red fond balance, the orytal	<u> </u>	305,509	3	238,817	_\$	271,650	<u> </u>	222,706	

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# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	1	April Session of the A	Term. 20	12			
County of Boone	<b>j</b> ea.						
In the County Commissio	n of said county, on the	24 <sup>th</sup>	day of	April	20	12	
() <b>( 1</b> ) <b>( 1</b> )		a					

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 proclamation establishing April 22-28, 2012 as Crime Victims' Rights Week.

Done this 24<sup>th</sup> day of April, 2012.

ATTEST:

Wendy S. Norm cc. Wendy 8. Noren

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Tilly Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

### **National Crime Victims' Rights Week** April 22-28, 2012

Whereas, 18.7 million Americans are directly harmed by crime each year, and each crime affects many more families members, friends, neighbors, and co-workers;

Whereas, the physical, emotional, and financial impact of crime falls on people of all ages and abilities, and of all economic, racial, and social backgrounds;

Whereas, in addition to these challenges, crime victims face a criminal justice system that, at times, ignores their rights and treats them with disrespect,

Whereas, in 1982, the President's Task Force on Victims of Crime envisioned a national commitment to a more equitable and supportive response to victims;

Whereas, the nation heeded this call to action and promoted victims' rights initiative, effective and compassionate victim services, and just compensation and financial support;

Whereas, today, thousands of victim assistance programs provide help and support to child victims of violence and sexual abuse; stalking victims; survivors of homicide victims; victims of drunk-driving crashes; and victims of domestic, dating, and sexual violence and other crimes;

Whereas, now is the time to "Extend the Vision" through a comprehensive strategy for reaching and serving every victim of crime, especially traditionally underserved victims such as those with disabilities and victims from diverse cultures;

Whereas, the United States Department of Justice has launched the Vision 21 initiative to renew our nation's commitment to serving all victims of crime in the 21<sup>st</sup> Century;

Whereas, the Boone County Commission is joining forces with victim service programs, criminal justice officials, and concerned citizens throughout Boone County and America to raise awareness of victims' rights and observe national Crime Victims' Rights Week;

Now, Therefore, Let It Be Resolved, the Boone County Commission does hereby proclaim the week of April 22-28, 2012 as

### Crime Victims' Rights Week

And reaffirm Boone County's commitment to respect and enforce victims' rights and address their needs during Crime Victims' Rights week and throughout the year; and

Express our appreciation for those victims and crime survivors who have turned personal tragedy into a motivation force to improve our response to victims of crime and build a more just community.

Done this 22nd day of April 2012



Wendy S. Norm cc Wendy S. Noren, County Clerk

Daniel K. Atwill

Ka

en M. Miller, District I Commissioner

Skip Elkin, District II Commissioner