

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the May Adjourned

Term. 2002

In the County Commission of said county, on the

23<sup>rd</sup> day of May 20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the Missouri Highways and Transportation Agreement Road Weather Information Funding Participation Agreement.

Done this 23<sup>rd</sup> day of May, 2002.



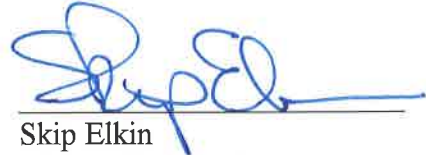
Don Stamper  
Presiding Commissioner

ATTEST:

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

ABSENT

Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

CCO Form:  
 Approved: 1/02 (BDG)  
 Revised:  
 Modified:



**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
 ROAD WEATHER INFORMATION STATION FUNDING PARTICIPATION  
 AGREEMENT**

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

WITNESSETH:

WHEREAS, the Commission owns and maintains Route US 63 in Boone County and Route Interstate 70 in Cooper County as part of the State Highway System; and

WHEREAS, the Commission plans to construct two (2) Road Weather Information Stations (RWIS) adjacent to US Route 63 in Boone County and one (1) Road Weather Information System (RWIS) adjacent to Interstate 70 in Cooper County; and

WHEREAS, said project has a priority for services to the general area and the County is willing to provide funds toward the design and construction of said improvements subject to the terms and conditions set forth in this Agreement.

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

(1) PROPOSED IMPROVEMENT: The improvement contemplated herein and designated by the Commission provides for the design and construction of three (3) RWIS stations located in Boone and Cooper Counties. The cost for design and construction is estimated at One hundred fifty three thousand six hundred one dollars (\$153,601). The general location of the RWIS stations are shown on the attachment marked "Exhibit A," which is incorporated in this Agreement by reference.

(2) COUNTY'S RESPONSIBILITY: The County shall assume responsibility for performance of the following items:

- (A) The County agrees to pay Thirty-three percent (33%) of the total construction and design cost of the project up to a maximum contribution of Fifty-three thousand dollars (\$53,000); and
- (B) The County shall deposit a check made payable to the Director of Revenue - Credit State Road Fund in an amount to cover the

estimated design and construction cost within 30 days of execution of this contract; and

- (C) The County shall not alter and/or otherwise misrepresent the information received by the County from RWIS.

(3) COMMISSION'S RESPONSIBILITY: The Commission bears the responsibility for funding design and construction of the Project as follows:

- (A) Preparation of plans and specifications for the project; and
- (B) Advertise the project through its normal contract letting procedures, for bids and award of the contract; and
- (C) The Commission shall administer all construction management, including all construction and materials inspection and approving or rejecting any construction work performed on the project; and
- (D) The Commission shall make such change orders as it, in its sole discretion, determines are necessary to complete the project as designed. The cost of such necessary change orders will be included as part of the construction cost of the project; and
- (E) The Commission shall own, maintain and operate the RWIS stations and shall furnish telecommunications and electrical current to operate the same.

(4) QUALITY OF INFORMATION: The Commission is not responsible for and will not be held liable for system failures, interruptions in data, and improper interpretation of the data from the RWIS weather sites. The Commission makes no representation whatsoever regarding the quality, quantity, or fitness of the use of the information for any purpose whatsoever.

(5) DEPOSIT OF FUNDS

- (A) All deposits under this Agreement shall be made payable to the Director of Revenue - Credit State Road
- (B) The County agrees that all funds, if any, deposited with the Commission may be commingled with other similar monies deposited from other sources. Any deposits may be invested at the discretion of the Commission in such investments allowed for other state funds. Any interest shall only be accrued on the deposit while unexpended County funds remain with the Commission and then, only to the extent of interest actually earned. All interest monies shall be payable to the fund and credited to the project. Any interest credited to the project and not expended for project costs described in this Agreement shall be forwarded to the County upon completion of the Agreement. If the County's deposit plus any

interest actually accrued is insufficient to fully satisfy the County's obligation under this Agreement, the County shall forward sufficient funds to fully satisfy its obligation under this Agreement to the Commission upon receipt of the notice of deficiency from the Commission.

(6) MAINTENANCE: Except as provided in this Agreement, upon completion of the project, the Commission will maintain all portions of the improvement within the Commission owned right-of-way.

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

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

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

(10) NO INTEREST: By contributing to the cost of this RWIS project, the County gains no interest in the constructed project whatsoever. The Commission shall not be obligated to keep the RWIS improvements in place if the Commission, in its sole discretion, determines removal or modification of the RWIS is in the best interests of the state highway system or the Commission.

(11) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the County with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the County. In addition, if the Commission determines that use of the RWIS is no longer justified or desirable, the Commission may remove RWIS from its right-of-way.

(12) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal agreement amendment signed and approved by the duly authorized representative of the County and the Commission.

(13) COMMISSION'S REPRESENTATIVE: The Commission's State Traffic Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(14) COUNTY'S REPRESENTATIVE: The County Presiding Commissioner is designated as the County's representative for the purpose of administering the provisions of this Agreement.

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

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


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

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

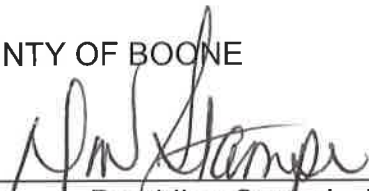
Executed by the County this 23<sup>rd</sup> day of May, 2002.

Executed by the Commission this 15<sup>th</sup> day of July, 2002.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

  
Title: Chief Engineer

COUNTY OF BOONE


By   
Title: Presiding Commissioner

By ABSENT  
Title: Southern District Commissioner


By   
Title: Northern District Commissioner

ATTEST:

  
Secretary to the Commission

ATTEST:  
By   
Title: Boone County Clerk

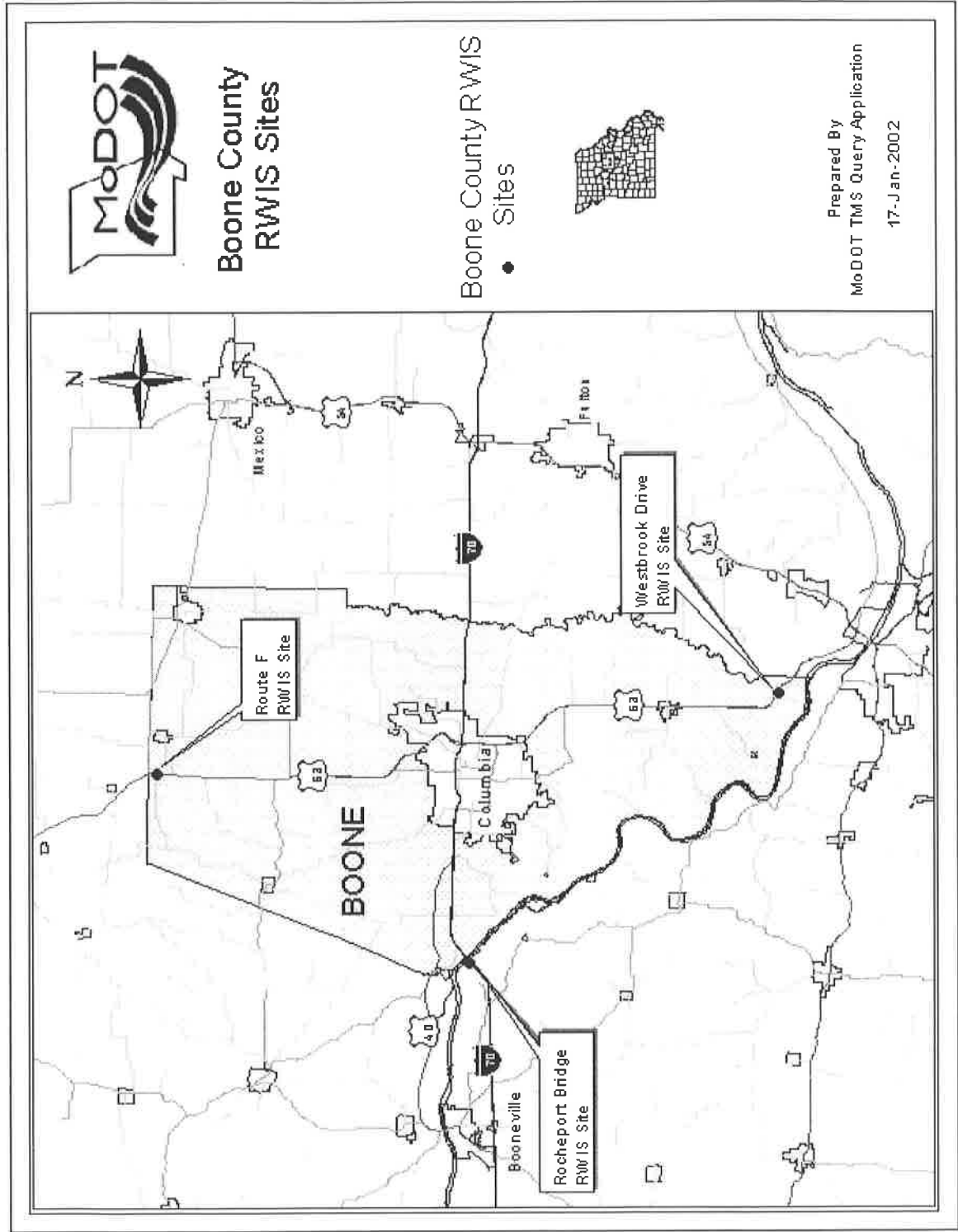
Approved as to Form:

  
Commission Counsel

Approved as to Form:

  
Title: County Counsel

# Attachment 1



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the May Adjourned Term. 20 02

County of Boone

In the County Commission of said county, on the

23rd

day of May

20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the offer of \$1,000.00 and two field entrances for the Ronald Spauldin property on Benson Road per the attached recommendation from the Public Works Department. The \$1,000.00 will be paid \$500.00 in 2002 and \$500.00 in 2003.

Done this 23rd day of May, 2002.

ATTEST:

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

Don Stamer  
Don Stamer  
Presiding Commissioner

ABSENT  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner



**Boone County Public Works  
Memorandum**

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**Date:** 05/22/02

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

**From:** Wendy Lister, Right-of-Way Agent

**Subject:** Benson Road Counter-offer

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Ronald Spauldin called my office today and asked if the County would consider paying him \$1000.00 in two payments of \$500.00 in 2002 and \$500.00 in 2003. He believes he will have fewer tax problems if paid this way. The original offer made to Mr. Spauldin was \$911.00 total. Mr. Spauldin has also requested 2 additional farm entrances. At this time Mr. Spauldin has one entrance but is able to enter the property anywhere off the road. His Benson frontage is about a half mile. We have accommodated this request in the past on Olivet South, Academy, and Benson.

I have asked that this be heard and acted upon in one session because the Condemnation Hearing is scheduled to take place next Tuesday at 9:00am.