

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 7th day of June 20 18  
the following, among other proceedings, were had, viz:

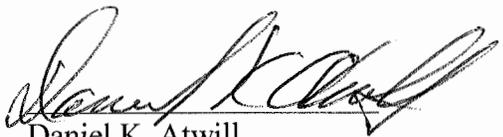
Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Sheriff's Department to transfer from Emergency Funds to aid in the replacement of two vehicles and related equipment.

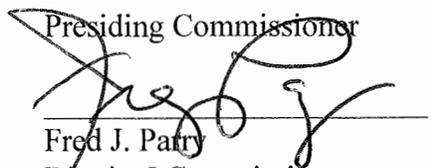
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2900	86800	Law Enf. Sales Tax	Emergency	12,165	
2901	3946	Sheriff's Operations LE Sales Tax	Insurance Proceeds-Capital		52,922
2901	23860	Sheriff's Operations LE Sales Tax	Minor Vehicle Equip		1,765
2901	59100	Sheriff's Operations LE Sales Tax	Vehicle Repairs		421
2901	92300	Sheriff's Operations LE Sales Tax	Repl Equipment		2,692
2901	92400	Sheriff's Operations LE Sales Tax	Repl Vehicles		60,209
				12,165	118,009

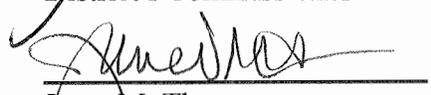
Done this 7th day of June, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Patry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

5/17/18

**EFFECTIVE DATE**

2018-2019

**FOR AUDITORS USE**

(Use whole \$ amounts)  
Transfer From    Transfer To  
Decrease        Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2900	86800	Law Enf. Sales Tax	Emergency	12,165	
2901	3946	Sheriff's Operations LE Sales Tax	Insurance Proceeds - Capital		52,922
2901	23860	Sheriff's Operations LE Sales Tax	Minor Vehicle Equip		1,765
2901	59100	Sheriff's Operations LE Sales Tax	Vehicle Repairs		421
2901	92300	Sheriff's Operations LE Sales Tax	Repl Equipment		2,692
2901	92400	Sheriff's Operations LE Sales Tax	Repl Vehicles		60,209
				<b>12,165</b>	<b>118,009</b>

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):

For insurance proceeds and to replace two of three totaled vehicles and the related equipment. One vehicle was already scheduled for replacement in 2018 before it was totaled.

\_\_\_\_\_  
**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: *Replace totaled vehicles*

Agenda

*7/8*  
\_\_\_\_\_  
Auditor's Office  
**PRESIDING COMMISSIONER**

\_\_\_\_\_  
**DISTRICT I COMMISSIONER**

\_\_\_\_\_  
**DISTRICT II COMMISSIONER**

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing

Year	<u>2018</u>	Estimated Revenue	_____
Dept	<u>2901 SHERIFF OPERATIONS-LE SALES TX</u>	Revisions	_____
Acct	<u>3946 INS PROCEEDS-CAP ASSET RETIRED</u>	Original + Revisions	_____
Fund	<u>290 LAW ENFORCEMENT SERVICES FUND</u>	Revenues	<u>48,044.78</u>

Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>48,044.78</u>
Account Type	<u>R REVENUE</u>	Remaining Balance	<u>48,044.78-</u>
Normal Balance	<u>C CREDIT</u>		

Revenues by Period

January	_____	July	_____
February	<u>27,044.78</u>	August	_____
March	_____	September	_____
April	_____	October	_____
May	<u>21,000.00</u>	November	_____
June	_____	December	_____

F2=Key Scr    F3=Exit    F5=Ledger Transactions    F7=Transactions    F9=Budget

48,044.780 +  
 622.620 +  
 1,053.970 +  
 2,691.350 +  
 508.530 +  
*Proceeds* 52,921.250 G+

**Vehicle Expense/Revenue Worksheet**  
2017VEHCM11

Internal Claim #: 2018VEHCM11  
 MOPERM Claim #: AP18-42380-1  
 Incident Claim #:  
 Liability Claim:  
  
 Loss Date: 3/21/2018  
 Loss Time: 12:13 AM  
 Deductible: \$1,000  
 Comments: Vehicle Totaled.

Employee Involved: Raymond Scheeler  
 Department: 1251  
 VIN: 1FM5K8AR8GGC60705  
 Asset Tag #: 20109  
 Vehicle: 2016 Ford Explorer  
 Description: Single vehicle crash involving deer.

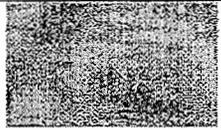
Accounts Payable

Invoice Date	Vendor Name	Vendor #	Department	Account	Amount paid	Cumulative Paid	AP Date	Acct 71016	AP #	AP Notes
3/21/2018	A-1 Mobile Lock & Key		2901	59100	\$195.00	\$ 195.00		YES		re-key
3/21/2018	American Truck Repair		2901	59100	\$ 226.00	\$ 421.00		YES		tow
	<b>all custom</b>		<b>2901</b>	<b>23860</b>	<b>201.62</b>	\$ 421.00		YES		
						\$ 421.00		YES		
						\$ 421.00		YES		

Accounts Receivable

Receipt Date	Received From	Check #	Dept	Account	Amount received	Cumulative Rc'd	Receipt #	AR Notes
4/26/2018	MOPERM	23478	2901	3946	\$ 21,000.00	\$ 21,000.00		Sale Proceeds
4/16/2018	MOPERM	23411	2901	3946	\$ 226.00	\$ 21,226.00		Reimb. Tow
4/17/2019	MOPERM	23418	2901	3946	\$ 195.00	\$ 21,421.00		Reimb. Re-key
						\$ 21,421.00		
						\$ 21,421.00		
					Difference	\$ (21,000.00)		

+ 201.62  
 -----  
 @ 21,622.62



# Estimate

04/05/2018

## 911 Custom

911 Custom  
6970 W. 152nd Ter.  
Overland Park, KS 66223  
Phone: 913-390-8540  
Email: sales@911custom.com

30953



### Bill To:

Boone County S.O. - MO  
Boone County Sheriff  
2121 County Dr.  
Columbia, MO 65202

### Ship To:

Boone County S.O. - MO  
Dave Alexander  
2121 County Dr  
Columbia, MO 65202

Customer: Boone County SO - MO

Contact: Boone County S.O. - MO  
PO Number: 20109 INS Replacement

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
Kevin	Net 30	Origin	Will Call		04/05/2018

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Drop Ship	P-W47BUINTAB-S - Utility Wings for Seat/ Barrler	\$ 58.65	1 ea	\$ 58.65
2	Drop Ship	P-W4713A - WING KIT	\$ 77.97	1 ea	\$ 77.97
3	Shipping	Shipping and Handling - Shipping and Handling	\$ 65.00	1 ea	\$ 65.00

**Subtotal:** \$ 201.62  
**Sales Tax:** \$ 0.00  
**Total:** \$ 201.62

Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Vehicle Expense/Revenue Worksheet

2017VEHCM2017-43

Internal Claim #: 2017VEHCM43  
 MOPERM Claim #: AP17-42038-1  
 Incident Claim #:  
 Liability Claim:

Employee Involved: Eran Eaton  
 Department: ~~4255~~ 1251  
 VIN: 1FM5K8AR3EGB38430  
 Asset Tag #: 18816  
 Vehicle: 2014 Ford Explorer Police  
 Description: IV Struck curb, flipped

Loss Date: 12/18/2017  
 Loss Time:  
 Deductible: \$1,000  
 Comments: Totaled vehicle. Waiting on Tow Reimb.

Accounts Payable

Invoice Date	Vendor Name	Vendor #	Department	Account	Amount paid	Cumulative Paid	AP Date	Acct 71016	AP #	AP Notes
12/18/2017	American Truck Repair	15596	1195	71016	\$130.00	\$ 130.00	1/11/2018	YES	2017-7174	Tow
4/12/2018	911 Custom	14479	2901	23860	\$ 392.61	\$ 522.61		YES		Rear Partition
3/22/2018	911 Custom	14479	2901	23860	\$ 661.36	\$ 1,183.97		NO		Siren Box
						\$ 1,183.97		NO		
						\$ 1,183.97		NO		

Accounts Receivable

Receipt Date	Received From	Check #	Dept	Account	Amount received	Cumulative Rc'd	Receipt #	AR Notes
2/15/2018	MOPERM		2901	3946	\$ 11,544.78	\$ 11,544.78	2018-735	Sale Proceeds
4/20/2018	MOPERM	23411	2901	3946	\$ 1,053.97	\$ 12,598.75		Reimb. Siren Box/Rear Partition
						\$ 12,598.75		
						\$ 12,598.75		
						\$ 12,598.75		
					Difference	\$ (11,414.78)		



911 Custom  
 6970 West 152nd Ter  
 Overland Park, KS 66223  
 913.390.8540

www.911custom.com

# INVOICE

Date Invoice #  
 3/23/18 30313

Bill To:

Ship To:

Boone County S.O. - MO  
 Boone County Sheriff  
 2121 County Dr.  
 Columbia, MO 65202  
 USA

Boone County S.O. - MO  
 Dave Alexander  
 2121 County Dr  
 Columbia, MO 65202  
 USA

Rep	P.O. No.	Terms	Due Date
KB	18816 INSURANCE	Net 30	4/22/18

Part Number	Description	Quantity	U/M	Price	Amount
W-HWLFE13	LOW FREQ SIREN AMP 16 EXPLORER	1	ea	356.36	356.36
W-SA315P	SA315P SPEAKER, BLACK PLASTIC	1	ea	170.00	170.00
Shipping and Handling	Shipping and Handling	1	ea	135.00	135.00
<b>Subtotal</b>					
<b>Tax (0.0...</b>					
<b>Total</b>					
<b>Payments/Credits</b>					
<b>Balance Due</b>					

\$661.36      \$0.00      \$661.36      \$0.00      **\$661.36**

Thank you for your business. A 2% monthly service charge will be assessed on 30 Day past due invoices. (24% APR) We appreciate your prompt payment.



911 Custom  
 6970 West 152nd Ter  
 Overland Park, KS 66223  
 913.390.8540

www.911custom.com

# INVOICE

Date Invoice #

4/12/18 30313-1

**Bill To:**

**Ship To:**

Boone County S.O. - MO  
 Boone County Sheriff  
 2121 County Dr.  
 Columbia, MO 65202  
 USA

Boone County S.O. - MO  
 Dave Alexander  
 2121 County Dr  
 Columbia, MO 65202  
 USA

Rep	P.O. No.	Terms	Due Date
KB	18816 INSURANCE	Net 30	5/12/18

Part Number	Description	Quantity	U/M	Price	Amount
P-W4713A	WING KIT	1	ea	77.97	77.97
P-B4705UJNT13	7 Gauge Steel Wire, Cargo Barrier with Filler Panels (for use w/ side curtain airbags in Police Package only) - Ford Utility Interceptor 2013 - 2014	1	ea	314.64	314.64

<b>Subtotal</b>	<b>Tax (0.0...</b>	<b>Total</b>	<b>Payments/Credits</b>	<b>Balance Due</b>
\$392.61	\$0.00	\$392.61	\$0.00	\$392.61

Thank you for your business. A 2% monthly service charge will be assessed on 30 Day past due Invoices. (24% APR) We appreciate your prompt payment.

**Vehicle Expense/Revenue Worksheet**  
2017VEHCM2017-42

Internal Claim #:	2017VEHCM42	Employee Involved:	Kyle Watts
MOPERM Claim #:	AP17-42027-1	Department:	1251
Incident Claim #:		VIN:	1FMSK8AR1FGC66814
Liability Claim:		Asset Tag #:	19703
		Vehicle:	2015 Ford Police SUV
Loss Date:	12/4/2017	Description:	IV collided with OV during emergency response.
Loss Time:	6:15 AM		
Deductible:	\$1,000		
Comments:	Totaled vehicle. Waiting on Tow Reimb.		

**Accounts Payable**

Invoice Date	Vendor Name	Vendor #	Department	Account	Amount paid	Cumulative Paid	AP Date	Acct 71016	AP #	AP Notes
12/4/2017	American Truck Repair	15596	1195	71016	\$104.75	\$ 104.75		YES	2017-7174	Tow
3/25/2018	911 Custom	14479	2901	92300	\$ 2,691.35	\$ 2,796.10		NO		Light Bar /Siren
4/12/2018	911 Custom	14479	2901	23860	\$ 508.53	\$ 3,304.63		NO		Plastic Prisoner Transport Seat
						\$ 3,304.63		NO		
						\$ 3,304.63		NO		

**Accounts Receivable**

Receipt Date	Received From	Check #	Dept	Account	Amount received	Cumulative Rc'd	Receipt #	AR Notes
2/20/2018	MOPERM		2901	3946	\$ 15,500.00	\$ 15,500.00	2018-734	Sale Proceeds
4/20/2018	MOPERM	23411	2901	3946	\$ 2,691.35	\$ 18,191.35		Reimb. Light Bar/Siren
4/20/2018	MOPERM	23411	2901	3946	\$ 508.53	\$ 18,699.88		Reimb. Plastic Prisoner Transport Seat
						\$ 18,699.88		
						\$ 18,699.88		
					Difference	\$ (15,395.25)		



911 Custom  
 6970 West 152nd Ter  
 Overland Park, KS 66223  
 913.390.8540

www.911custom.com

# INVOICE

Date Invoice #  
 3/23/18 30309

**Bill To:**

**Ship To:**

Boone County S.O. - MO  
 Boone County Sheriff  
 2121 County Dr.  
 Columbia, MO 65202  
 USA

Boone County S.O. - MO  
 Dave Alexander  
 2121 County Dr  
 Columbia, MO 65202  
 USA

Rep	P.O. No.	Terms	Due Date
KB	19703 INSURANCE	Net 30	4/22/18

Part Number	Description	Quantity	U/M	Price	Amount
W-GB2SP3JT	LEGACY WC54" RW/BW/RW/BW W/ TD	1	ea	2,199.99	2,199.99
W-STPKT83	LIGHTBAR STRAP KIT #83 2011 EXPLORER	1	ea	0.00	0.00
W-HWLFE13	LOW FREQ SIREN AMP 16 EXPLORER	1	ea	356.36	356.36
Shipping and Handling	Shipping and Handling	1	ea	135.00	135.00
<b>Subtotal</b>					
<b>Tax (0.0...</b>					
<b>Total</b>					
<b>Payments/Credits</b>					
					<b>Balance Due</b>

\$2,691.35      \$0.00      \$2,691.35      \$0.00      **\$2,691.35**

Thank you for your business. A 2% monthly service charge will be assessed on 30 Day past due invoices. (24% APR) We appreciate your prompt payment.



911 Custom  
 6970 West 152nd Ter  
 Overland Park, KS 66223  
 913.390.8540

www.911custom.com

# INVOICE

Date Invoice #

4/12/18 30309-1

**Bill To:**

**Ship To:**

Boone County S.O. - MO  
 Boone County Sheriff  
 2121 County Dr.  
 Columbia, MO 65202  
 USA

Boone County S.O. - MO  
 Dave Alexander  
 2121 County Dr  
 Columbia, MO 65202  
 USA

Rep	P.O. No.	Terms	Due Date
KB	19703 INSURANCE	Net 30	5/12/18

Part Number	Description	Quantity	U/M	Price	Amount
P-3S47UIN13	REAR PRISONER TRANSPORT SEAT UTILITY INTERCEPTOR 2013	1	ea	371.91	371.91T
P-W47BUINTAB-S	Utility Wings for Seat/ Barrier	1	ea	58.65	58.65T
P-W4713A	WING KIT	1	ea	77.97	77.97
<b>Subtotal</b>					
<b>Tax (0.0...</b>					
<b>Total</b>					
		<b>Payments/Credits</b>			
				<b>Balance Due</b>	

\$508.53      \$0.00      \$508.53      \$0.00      **\$508.53**

Thank you for your business. A 2% monthly service charge will be assessed on 30 Day past due invoices. (24% APR). We appreciate your prompt payment.

## Leasa Quick

---

**From:** Gary German  
**Sent:** Wednesday, March 21, 2018 3:17 PM  
**To:** Leasa Quick  
**Subject:** FW: Pricing for contract amendment

Leasa---Below is the total for the vehicle---highlighted areas.

Liz,

Can we do an amendment such that it just allows us the ability to add the following options to any of the configurations? We would really only use it for Config #1 or #3. Just thinking that might be more simple.

68Z Roof Rack Side Rails-black..... \$ 147.  
64E 18" Painted Aluminum Wheels..... \$ 448.  
47C Police Wire Harness Connector Kit-Front..... \$ 98.

Dave is not interested in the other wiring options.

For the purpose of replacing the totaled vehicle (19703) we would replace it with a Configuration #1 and add options for the 3 line items above. Vehicle color and key code at time of notice to proceed.

The funds will come from 2901-92400 and the vehicle would be paid from. Insurance paid \$15,500 for the totaled vehicle.

Configuration 1 Enforcement \$29,758.00  
68Z Roof Rack Side Rails-black..... \$ 147.  
64E 18" Painted Aluminum Wheels..... \$ 448.  
47C Police Wire Harness Connector Kit-Front..... \$ 98.  
**TOTAL** \$30,451

60,209.000 +  
33,451.00 -  
29,758.00 -  
0.000 G+

213 -2018

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ca.

April Session of the April Adjourned

Term. 20 18

In the County Commission of said county, on the 17th day of April 20 18

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

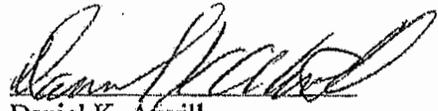
Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment #1 to 01-26JAN18 – Ford Interceptor 2018 Pursuit Utility Vehicles for the Boone County Sheriff's Department to incorporate additional options.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 17<sup>th</sup> day of April, 2018.

ATTEST:

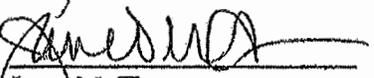
Taylor W. Burks  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**CONTRACT AMENDMENT NUMBER ONE TO CONTRACT 01-26JAN18 – FORD INTERCEPTOR 2018 PURSUIT UTILITY VEHICLES**

Contract **01-26JAN18** dated March 8, 2018 made by and between Boone County, Missouri and **Republic Ford** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. **ADD** the following Options for all three Vehicle Configurations in line items 4.8.1, 4.8.2. and 4.8.3:

Manufacturer Code	Description	Firm Price
68Z	Roof Rack Side Rails-black	\$147.00
64E	18" Painted Aluminum Wheels	\$448.00
47C	Police Wire Harness Connector Kit-Front	\$98.00

- 2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement, including prices, shall remain in full force and effect.

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

**Republic Ford**

**Boone County, Missouri**

By: [Signature]  
Signature

By: Boone County Commission  
[Signature]  
Daniel K. Atwill, Presiding Commissioner

By: STEVE FALMESTER / Fleet Manager  
Printed Name/ Title

**APPROVED AS TO FORM:**

**ATTEST:**

[Signature]  
County Counselor

[Signature]  
Taylor W. Burks, County Clerk

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

2901/92400: \$ 693.00

[Signature] Date 04/11/2018

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

8th

day of

March

20 18

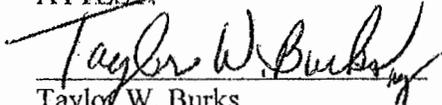
the following, among other proceedings, were had, viz:

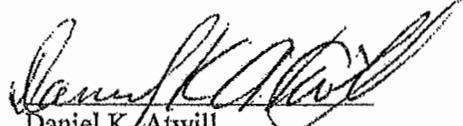
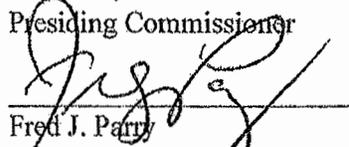
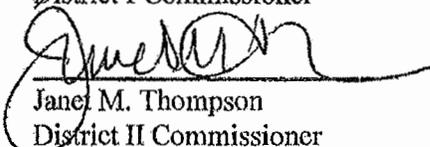
Now on this day the County Commission of the County of Boone does hereby award bid 01-26JAN18 – Ford Interceptor 2018 Pursuit Utility Vehicles to Republic Ford of Republic, MO.

Terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 8th day of March, 2018

ATTEST

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Fred J. Parry  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

**PURCHASE AGREEMENT  
FOR  
FORD INTERCEPTOR 2018 PURSUIT UTILITY VEHICLES**

THIS AGREEMENT dated the 8<sup>th</sup> day of March 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Republic Ford 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 Ford Interceptor 2018 Pursuit Utility Vehicles, County of Boone Request for Bid, bid number 01-26JAN18 in its entirety including the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed bid Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **January 25, 2018**, executed by **Steve Forrester**, on behalf of the Contractor, and the clarification e-mail from **Steve Forrester** dated **January 30, 2018**. 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 the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed bid Response Form, Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Period** - The contract period shall be the Date of Award (as identified by the County Commission Order) through December 31, 2018.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following vehicle configurations as specified and responded to in the bid specifications identified in paragraph #1 above. All vehicles shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

<b>Ford Interceptor 2018 Pursuit Utility Vehicles for the Boone County Sheriff Department</b>	
4.8.1 <b>Configuration 1:</b> Enforcement Ford Interceptor Utility All Wheel Drive (3.7L V6) Standard 2018 or newer	<u>\$29,758.00</u>  Total, Firm and Fixed Price Per Each Vehicle
4.8.2 <b>Configuration 2:</b> Corrections Ford Interceptor Utility All Wheel Drive (3.6L V6) Standard 2018 or newer	<u>\$29,798.00</u>  Total, Firm and Fixed Price Per Each Vehicle
4.8.3 <b>Configuration 3:</b> Corrections Ford Interceptor Utility All Wheel Drive (3.6L V6) K9 Enforcement with Rear A/C/ System Standard 2018 or newer	<u>\$30,298.00</u>  Total, Firm and Fixed Price Per Each Vehicle
4.8.4 Preparation Cost per vehicle --- applies to Configurations 1, 2 and 3	No Charge

x2

4.8.5 Delivery Cost to Boone County Sheriff Department per vehicle – applies to Configurations 1, 2 and 3	No Charge
---	-----------

**4. Delivery** – The Contractor agrees to deliver each ordered vehicle as stated above to the Boone County Sheriff's Department within 90-120 calendar days after receipt of order. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB Destination, Freight Prepaid and Allowed.

**5. Warranty** – Each vehicle shall be provided with the manufacturer standard warranty that shall be as follows: 36-months/36,000 miles bumper-to-bumper coverage; 60-months/100,000 miles with \$0.00 deductible limited powertrain coverage; and 60-months/unlimited miles corrosion perforation coverage.

**6. Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's 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 correct monthly invoices within thirty calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the 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.

**7. 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.

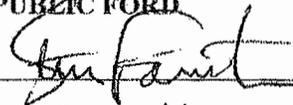
**8. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

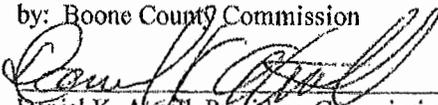
- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding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

REPUBLIC FORD

by   
title FLOT MANAGER

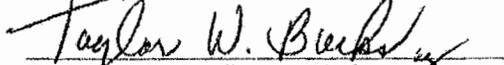
BOONE COUNTY, MISSOURI

by: Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counselor

ATTEST:

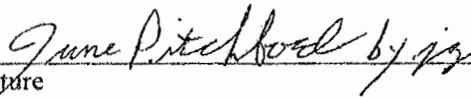
  
\_\_\_\_\_  
Taylor W. Burks, County Clerk

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.)

Fund: 2901 - Account: 92400: \$268,362.00

Fund: 2902 - Account: 92400: \$29,798.00

 by  02/22/2018  
\_\_\_\_\_  
Signature Date Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 7th day of June 20 18 the following, among other proceedings, were had, viz:

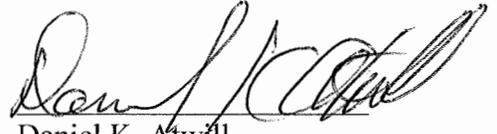
Now on this day the County Commission of the County of Boone does hereby approve the attached Cooperative Agreement between Boone County and the Osage Beach Fire Protection District.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement.

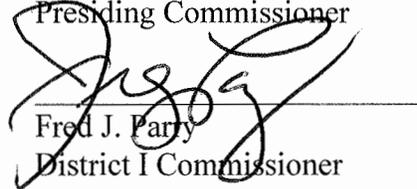
Done this 7th day of June, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**COOPERATIVE AGREEMENT FOR  
MUTUAL AID EMERGENCY COMMUNICATIONS SERVICES**

**THIS AGREEMENT** dated the 7<sup>th</sup> day of June, 2018, is entered into by and between **Boone County, Missouri** (Boone County), and the **Osage Beach Fire Protection District, Missouri** (OBFPD):

**WHEREAS**, Boone County provides emergency communications and dispatching services for multiple first responder agencies located within Boone County; and

**WHEREAS**, OBFPD is hosting the Can-Am Police-Fire Games from June 25, 2018 through July 1, 2018 (Event); and

**WHEREAS**, OBFPD has requested assistance staffing a mobile emergency communications facility during the Event; and

**WHEREAS**, Boone County has qualified Emergency Telecommunicator staff that will benefit from additional experience in staffing a large event; and

**WHEREAS**, Boone County desires to provide such staff to assist OBFPD in providing emergency communication services for the Event; and

**WHEREAS**, the parties have the authority to enter this agreement pursuant to the provisions of RSMo Sec. 70.220;

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

1. **PURPOSE.** The purpose of this Agreement is to assist in the provision of emergency communications services during the period OBFPD is hosting the Event. Under this Agreement, Boone County will temporarily provide emergency communications service staff to work on the OBFPD's behalf during the Event.
2. **PROVISION OF TEMPORARY STAFFING.** Boone County will make available Boone County employees to OBFPD for purposes of assisting in the provision of emergency communication services, as follows:
  - a. Con-Am Communications Director, Kwabena Asante, OBFPD, will coordinate with Boone County Joint Communications Director Chad Martin on the staffing requests and scheduling needs.
  - b. Boone County Joint Communications Director will make available such staff as he deems appropriate and available to assist OBFPD during the Event, and will provide assigned employees a Boone County vehicle for transportation to and

from the Mobile Command Center hosted by OBFPD.

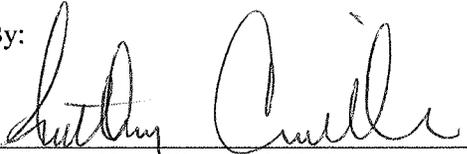
- c. The parties agree that the technical, operational details of how services shall be provided under this Agreement shall be as agreed upon between the Con-Am Communications Director and County Joint Communications Director.
3. **COMPENSATION.** Mutual aid assistance provided under this Agreement shall be rendered without charge to either party.
4. **LIABILITY.** Neither party shall be liable to the other for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively handle any policy problem arising out of or related to any assistance provided hereunder. Each party's employees or agents shall be subject to all provisions of law, and shall retain the same status as an employee or agent, as if those employees or agents were providing services within each party's own jurisdiction.
5. **TERM.** The term of this Agreement shall coincide with the Can-Am Police-Fire Games Event, or from June 25, 2018 through July 1, 2018.
6. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the other party.
7. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of Boone County and OBFPD. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
8. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
9. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom shall in any event be effective, unless the same shall be in writing and signed by Boone County and OBFPD, and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
10. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
11. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

12. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

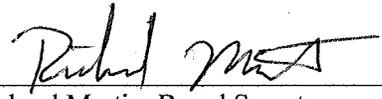
**OSAGE BEACH FIRE PROTECTION DIST.**

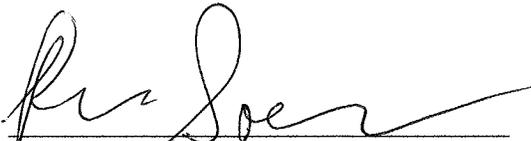
By:

  
Anthony Cicerelli, Board Chair

Dated: 5-21-18

ATTEST:

  
Richard Martin, Board Secretary

  
Rick Goedde, Board Treasurer

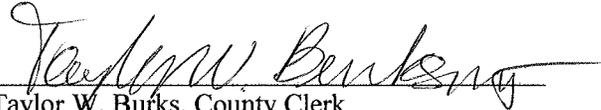
**BOONE COUNTY, MISSOURI**

By:

  
Daniel K. Atwill, Presiding Commissioner

Dated: 6-7-18

ATTEST:

  
Taylor W. Burks, County Clerk

APPROVED:  
  
Chad Marth, Joint Communications Director

APPROVED AS TO LEGAL FORM:

  
C.J. Dykhouse, County Counselor

**CERTIFICATION:**

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

Jane Pitchford by 05/30/2018  
Auditor Date  
No Encumbrance Required

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

7th

day of June

20 18

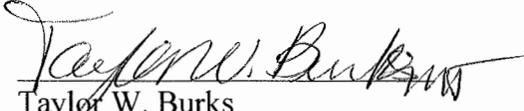
the following, among other proceedings, were had, viz:

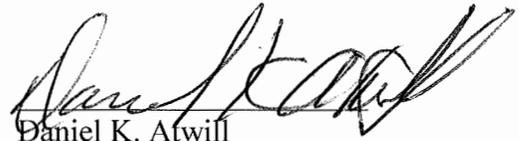
Now on this day the County Commission of the County of Boone does hereby approve the attached Utility Agreement between Boone County and the Socket Telecom, LLC.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Utility Agreement.

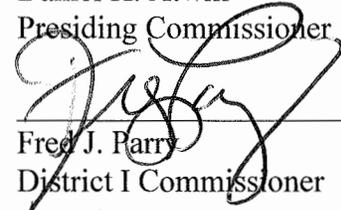
Done this 7th day of June, 2018.

ATTEST:

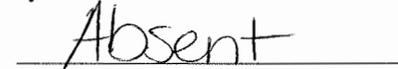
  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## UTILITY AGREEMENT – ACTUAL COST

THIS AGREEMENT is entered into by Boone County, Missouri (hereinafter, "County") and Socket Telecom, LLC (hereinafter, "Company").

WITNESSETH:

WHEREAS, the "County" desires to rehabilitate/construct certain roadways more specifically described as Route Z and Enterprise Drive Improvements, in the vicinity of Columbia, Missouri. Said improvement is to be designed and constructed in compliance with Missouri Department of Transportation (hereinafter, MoDOT) and Boone County, Missouri standards.

WHEREAS, in order to improve said roadway in accordance with said plans, it will be necessary to adjust certain facilities now located within the utility corridor of MoDOT Route Z right of way in order to maintain the present services of said "Company", such changes being generally shown as proposed utility relocation sketch marked Exhibit "A", and estimate of relocation cost marked Exhibit "B" attached hereto and each made a part hereof;

WHEREAS, the "County" has been awarded a Community Development Block Grant for said improvements and must include environmental requirements and summary of civil rights laws, executive orders, and regulations marked Exhibit "C" attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) RELOCATION CORRIDOR: The "County" has acquired a utility easement along the Route Z frontage of the Loveall property and dedication of a utility easement along the Route Z frontage of the American Outdoor Brands development site will be made on the final plat. The "Company" agrees to use these utility easements to relocate to. Other utility companies will be relocating to these easements also. The "Company" agrees to being assigned a location within the easement by the "County" and will make every effort to stay within the assigned location to avoid conflicts with the other utilities.

(2) COMMENCEMENT AND COMPLETION OF WORK: After approval of this agreement and upon notification to proceed by the "County", the "Company" will commence, without unnecessary delay, to make changes to its facilities. The "Company" will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the roadway contractor and other utility companies doing relocation work. The "Company" agrees to provide a written estimated time schedule of its planned work and a written notification to the "County's" engineer at least five (5) days prior to beginning the work. The submitted schedule shall

show completion before or by thirty (30) calendar days after the "County's" notice to proceed date. If the "Company" falls behind in its work schedule, it shall submit a revised work schedule to the "County's" engineer. The "Company" will make every effort to get back on schedule and complete its work. The "Company" has an affirmative duty to cooperate and coordinate its activities with those of the roadway contractor and other utility companies doing relocation work. The contractor has a contractual requirement to cooperate and coordinate its activity with the "Company" and other utility companies on this project.

(3) AUDIT OF RECORDS: The "Company" shall develop the adjustment cost of the work by using the actual and related indirect cost accumulated in accordance with an established accounting procedure used by the "Company" in its regular operations and shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and other necessary costs involved in making such changes. The "County" engineer in charge of said project, or any authorized agent of the "County", shall have access during normal business hours to such "Company" records. These records must be available during the contract period and any extension, and for three (3) years from the date of final payment at no charge.

(4) SUBCONTRACT: The "Company" intends to perform this work with its own forces and, if necessary, existing subcontractors of which they have active cost fixed contracts in place. A copy of the pricing contracts in place can be provided to the "County" upon request.

(5) CHANGE ORDER: If any substantial change is made in the original plan and extent of the work, the "Company" agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the "County" engineer and having approval of the "County" PRIOR to the performance of the work.

(6) BACKFILL: The "Company" agrees to compact backfill of all excavation within MoDOT right of way and utility easement limits in accordance with MoDOT Specifications and Chapter II of the Boone County, Missouri Roadway Regulations, respectively.

(7) CONDITION OF RIGHT OF WAY AND UTILITY EASEMENT: The "Company" shall preserve or restore all existing erosion control measures present on the American Outdoor Brands site and supplement as necessary to prevent sediment from leaving the construction site. Upon completion of the work provided in this Agreement, the "Company" shall remove all leftover materials and debris resulting from the work and leave the right of way and utility easement in a neat, workmanlike condition, free of holes, mounds of dirt, or other objectionable material. All disturbed areas shall be prepared, fertilized, permanently seeded and mulched in accordance with MoDOT Specifications and Chapter II of the Boone County, Missouri Roadway Regulations.

(8) SAFETY DEVICES: At all times when work is being performed by the "Company" under such conditions as will affect traffic on the public streets or roadways, "Company" will display warning signs, barricades, flags, lights and/or flares as circumstances may require and shall employ and use a flagger when required for safety of the traveling public, all in accordance with MoDOT permit requirements and the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUTCD).

(9) COST: The total cost of the utility relocation work required for the roadway project is estimated to be \$33,000.00. (See estimate of cost attached as Exhibit "B").

The "County's" obligation toward the cost of the utility work under this Agreement shall not exceed the sum of \$33,000.00 absent a supplement agreement or approved change order document properly executed by "County."

Payment shall be made by "County" to "Company" within thirty (30) days of receipt of a final invoice from "Company" after the work contemplated herein has been completed in accordance with the terms of any permits issued by "County."

(10) FINAL INVOICE SUBMITTAL: After completion of the utility work, the "Company" agrees to submit a final invoice for the actual cost of the work to the "County" within sixty (60) days or as mutually agreed to by the "County's" engineer or his/her representative. The final invoice shall be in as much detail as possible to verify the actual cost of the completed work. It should follow the format of the original cost estimate (Exhibit "B") when possible to promote faster processing by the "County". The "County's" engineer will process the final invoice as soon as possible after receipt. The final invoice shall not be greater than the "County's" estimated obligation provided in paragraph (9) without a Change Order approved in accordance with Paragraph (5) prior to the final invoice.

(11) PERMIT REQUIREMENT: The "Company" shall obtain a permit from MoDOT should any of the intended work be located on MoDOT right of way prior to adjusting or relocating its property from, within, or onto the utility easement corridor. The permit shall be signed by an authorized MoDOT representative.

(12) "COUNTY" REPRESENTATIVE: The "County's" engineer is designated as the "County's" representative for the purpose of administering the provisions of this Agreement.

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

(14) 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 Boone County, Missouri.

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

(16) COOPERATION: When the "Company" relocation work is being done concurrent with the "County's" roadway contractor operation, the "Company" agrees to cooperate and coordinate its work to minimize disturbance to the roadway contractor or other utility companies working on the project.

(17) ROADWAY IMPROVEMENT INFORMATION: The "County" agrees to furnish the "Company" all necessary information on the roadway improvement in order to properly carry out the utility relocation.

(18) WORK CANCELED: If the "County" instructs the "Company" not to proceed with the work, the "County" shall reimburse the "Company" for the "County's" percentage share of the "Company" costs incurred prior to the date the work is canceled. The "Company" shall promptly return to the "County" any funds in excess of those actually incurred prior to the date the work is canceled.

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

Executed by the "Company" this 1<sup>st</sup> day of June, 2018.

Executed by the "County" this 7<sup>th</sup> day of June, 2018.

**"COMPANY"**

Socket Telecom, LLC

By:

R. Matthew Kohly  
Authorized Representative (Signature)

R. Matthew Kohly  
Authorized Representative (Print or Type)

Title: Director

Attest:

[Signature]; Director  
Secretary N/A nk

**"COUNTY"**

Boone County, Missouri

By:

[Signature]  
Daniel K. Atwill,  
Presiding Commissioner

Attest:

[Signature]  
Taylor W. Burks, County Clerk

Approved as to Legal Form:

[Signature]  
CJ Dykhouse, County Counselor

Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

June Pitchford by jj 06/05/2018  
June E. Pitchford, Auditor  
2045-71202



# EXHIBIT "A"

Proposed Utility Relocation Sketch

# SOCKET RELOCATION

Write a description for your map.

HANDHOLE

2300' LINE  
RELOCATION

HANDHOLE



## **EXHIBIT "B"**

### Estimate of Relocation Cost

# Install Estimate

Date: 5/31/2018  
 Customer: Route Z Relocate

	Labor	Materials (Socket Provided)	Labor & Materials PER UNIT	Qty	Actual Labor & Materials TOTAL
Mainline Buried Rate (Joe Ridenhour)	\$7.80	\$0.00	\$7.80	2237	\$17,448.60
Set Vault (Joe Ridenhour)	\$200.00	\$206.00	\$406.00	1	\$406.00
Pull Fiber Through Existing Duct (Joe Ridenhour)	\$0.45	\$0.00	\$0.45	2237	\$1,006.65
Splice Closure (Socket)	\$200.00	\$163.60	\$363.60	2	\$727.20
Splicing	\$165.00	\$0.00	\$165.00	48	\$7,920.00
Installation Materials	\$0.00	\$100.00	\$100.00	2	\$200.00
288 Count Fiber	\$0.00	\$1.76	\$1.76	2237	\$3,937.12
Mobilization and Misc. Material Fee	\$0.00	\$1.76	\$1,354.43	1	\$1,354.43
<b>TOTAL</b>					<b>\$33,000.00</b>



..... 2703 Clark Lane ■ Columbia, MO 65202  
..... voice: (573) 817-0000 ■ fax: (573) 441-1050  
..... www.socket.net ■ 1-800-SOCKET-3

May 11, 2018

Jeff McCann, P.E.  
Boone County Resource Management  
801 E. Walnut, Room 315  
Columbia, MO 65201

Re: American Outdoor Brands Route Z and Clark Lane Improvements

Dear Mr. McCann:

Socket Telecom, LLC's ("Socket") network facilities are currently underground in the Right of Way ("ROW") on the east side of Route Z in front of the American Outdoor Brands construction site. Socket's facilities at that location include a large-count fiber-optic cable that serves as a major backbone for Socket's network as well as serving customers directly from it.

After reviewing the proposed road improvements with Crockett Engineering, we understand there is a direct vertical conflict between our existing line and the proposed Clark Lane intersection. Also, at the right turn lane into American Outdoor Brands proposed south entrance, there will be a geometric conflict with the proposed guardrail that is shown to protect Boone Electric's pole. Potholed elevation shots provided by Crockett Engineering, indicate that our existing line is between 2' to 2.25' deep at various points along the proposed intersection of Clark Lane. The proposed grading plan shows cuts of 3' to 5' in this area. This will expose our lines, which is not acceptable. Also, we will not allow metal guardrail posts to be driven on top of our fiber-optic line. I need to reiterate that this is a

very important part of Socket's network and we must coordinate the replacement of this piece carefully.

The minimum amount of required work to relocate this facility will require Socket to place a new section of cable within a utility easement on the American Outdoor Brands property. This will involve approximately 2,300 feet of 288 count fiber-optic cable. The relocation will occur between two existing hand holes. The southern hand hole is located along I-70 Drive NE (I-70 outer road) just immediately north of Camping World's driveway entrance, and approximately 800' south of the proposed south Right-Of-Way Line for the Clark Lane Extension. The northern hand hole is located approximately 1,500 feet north of the proposed south Right-Of-Way Line for the Clark Lane Extension. Socket has calculated the replacement cost to be \$33,000 to replace the cable and complete the associated work.

Socket will need approximately 4 weeks to complete the work, once given a notice to proceed from Boone County. Some of the work will have to be done overnight during the maintenance window. In addition, customers will have to be given advanced notice of the work.

For construction projects that require the moving of Socket Telecom LLC's ("Socket") service lines, it is standard procedure for Socket to be responsible for moving our own impacted lines. We do not delegate this responsibility to other entities; especially given the importance of this backbone facility.

Please let me know if you have any questions and what the next step will be in this process. Feel free to call me at 573-289-8633 if there is anything we need to discuss further.

Respectfully,



R. Matthew Kohly  
Director – Business Development  
Socket Telecom, LLC.



2703 Clark Lane • Columbia, MO 65202  
voice: (573) 817-0000 • fax: (573) 441-1050  
www.socket.net • 1-800-SOCKET-3

April 25, 2018

Missouri Department of Economic Development  
Business and Community Services  
301 W. High Street, Room 770  
Jefferson City, MO 65102

To whom it may concern:

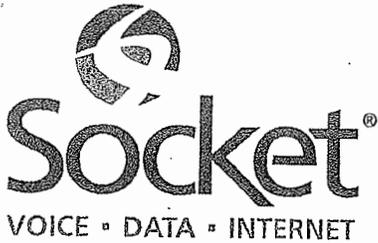
For construction projects that require the moving of Socket Telecom LLC's ("Socket") service lines, it is standard procedure for Socket to be responsible for moving our own impacted lines. We do not delegate this responsibility to other entities.

If you have any questions, please feel free to contact me at 573.289.8633 or at [rmkohly@sockettelecom.com](mailto:rmkohly@sockettelecom.com).

Respectfully,

A handwritten signature in black ink that reads 'Matt Kohly'.

Matt Kohly  
Director of Business Development  
Socket Telecom, LLC



2703 Clark Lane • Columbia, MO 65202  
voice: (573) 817-0000 • fax: (573) 441-1050  
www.socket.net • 1-800-SOCKET-3

March 20, 2018

Jesse Stephens, P.E.  
Crockett Engineering  
1000 W. Nifong, Building 1  
Columbia, MO 65203

RE: Network Facilities near the American Outdoor Brands Construction Site

Dear Mr. Stephens:

Thank you for meeting with me regarding Socket Telecom, LLC's ("Socket") network facilities that are currently underground in the Right of Way ("ROW") on the east side of Route Z in front of the American Outdoor Brands construction site. Socket's facilities at that location include a large-count fiber-optic cable that serves as a major backbone for Socket's network as well as serving customers directly from it.

Because of the construction work that is planned to be done, Socket will need to replace that cable with one in a different location. Our preference would be to replace it with one in the utility easement that you and I discussed. Socket will place a new section of cable in the easement and connect that to its existing cable in the ROW at the end points. This will involve replacing approximately 2,300 ft. of 288 count fiber-optic cable. Socket has estimated that it will cost approximately \$33,000 to replace the cable and complete the associated work. That is if Socket does the work on its own. That cost could drop if some of the work was done with other utilities and the costs were shared such as in a joint-trench scenario. Socket would be willing to discuss that option.

However, I need to reiterate that this is a very important part of Socket's network and we must coordinate the replacement of this piece carefully. Some of the work will have to be done overnight during the maintenance window. In addition, customers will have to be given advance notice of the work.

Please let me know if you have any questions and what the next step will be in this process. Feel free to call me at 573.289.8633 if there is anything we need to discuss.

Sincerely,

A handwritten signature in black ink that reads 'R. Matthew Kohly'.

R. Matthew Kohly  
Director - Business Development  
Socket Telecom, LLC

## **EXHIBIT "C"**

Community Development Block Grant Environmental Requirements  
And  
Summary of Civil Rights Laws, Executive Orders, and Regulations

ENVIRONMENTAL REQUIREMENTS:

Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).

SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATION:

CDBG grantees must assure that all project activities will be administered in compliance with civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations that are applicable to CDBG activities.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Title VIII of the Civil Rights Act of 1968, as amended, provides that no person shall, on the basis of race, color, religion, sex, national origin, handicap, or familial status, be discriminated against in housing (and related facilities) provided with Federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

Section 109 of the Housing and Community Development (HCD) Act of 1974, as amended, provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower-income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located. Contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

Section 503 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination in contractor employment. All recipients of Federal funds must certify Affirmative Action for Handicapped Workers in all contracts issued:

1. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of Section 504.

Age Discrimination Act of 1975 provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Executive Order 11063, as amended, directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance, and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the Federal Government.

Executive Order 11246, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of Federal or Federally-assisted construction contracts in excess of \$10,000. Grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on Federal or Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 18

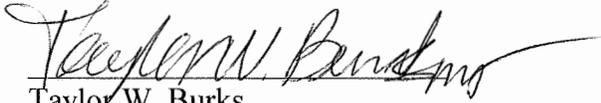
In the County Commission of said county, on the 7th day of June 20 18

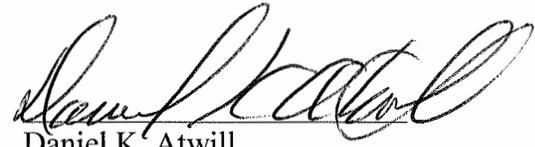
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by the City of Columbia on July 5<sup>th</sup>, August 2<sup>nd</sup>, and September 6<sup>th</sup>, 2018 from 4:00 p.m. to 7:30 p.m.

Done this 7th day of June, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner

Absent  
Janet M. Thompson  
District II Commissioner

Daniel K. Atwill, Presiding Commissioner  
Fred J. Parry, District I Commissioner  
Janet M. Thompson, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: City of Columbia  
Address: 701 E Broadway  
City: Columbia State: MO ZIP Code: 65201  
Phone: 573-817-5025 Website: www.como.gov  
Individual Requesting Use: Barbara Buffaloe Position in Organization: Sustainability Manager

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: Mayor's Task Force on Climate Action & Adaptation monthly meetings

Description of Use (ex. Speaker, meeting, reception): Meeting

Date(s) of Use: 4/5/18, 5/3/18, 6/7/18, 7/5/18, 8/2/18, 9/6/18, 10/4/18, 11/1/18, 12/6/18 <- First Thursdays

Start Time of Setup: 4:00 PM AM/PM Start Time of Event: 4:30 PM AM/PM

End Time of Event: 7:00 PM AM/PM End Time of Cleanup: 7:30 PM AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Barbara Buffaloe / Sustainability Manager

Phone Number: 817-5025 Date of Application: 2/23/18

Email Address: barbara.buffaloe@como.gov

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Taylor W. Burkens  
County Clerk

BOONE COUNTY, MISSOURI

Roger B. Wilson  
County Commissioner

DATE: 6-7-18

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 18

County of Boone

} ca.

In the County Commission of said county, on the 7th day of June 20 18

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by the Boone County Democratic Central Committee on the second Thursday of the months of July, September, and October 2018 from 6:30 p.m. to 9:45 p.m.

Done this 7th day of June, 2018.

ATTEST:

*Taylor W. Burks*  
Taylor W. Burks  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*

Fred J. Parry  
District I Commissioner

*Absent*

Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Boone County Democratic Central Committee  
Address: 409 Vandiver Dr., Building 5, Suite 104  
City: Columbia State: MO ZIP Code: 65202  
Phone: 573-875-1245 Website: www.boonecountydems.org  
Individual Requesting Use: Thomas Pauley Position in Organization: Secretary

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: Monthly Meeting

Description of Use (ex. Speaker, meeting, reception): Central Committee Meeting

Date(s) of Use: The second Thursday of the months of: May, June, July, September, October, November, December

Start Time of Setup: 6:30 PM AM/PM Start Time of Event: 7:00PM AM/PM

End Time of Event: 9:30 PM AM/PM End Time of Cleanup: 9:45 PM AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Thomas Pauley, Secretary

Phone Number: 73-673-5884 Date of Application: 05/02/2018

Email Address: Thompauley@gmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

County Clerk

BOONE COUNTY, MISSOURI

County Commissioner

DATE: 6-7-18