

**CERTIFIED COPY OF ORDER**

496 -2003

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 03

County of Boone

In the County Commission of said county, on the

30<sup>th</sup> day of October 20 03

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

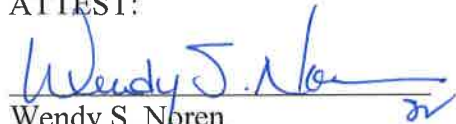
Now on this day the County Commission of the County of Boone does hereby approve the SI-3000 System (Mugshot) Maintenance Agreement Renewal with I/TX Information Technology Solutions, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said renewal.

Done this 30<sup>th</sup> day of October, 2003.



Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent

Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



601 E. Walnut, Rm. 208  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

496-2003

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPB  
**DATE:** October 23, 2003  
**RE:** SI-3000 System (Mugshot) Maintenance Agreement

Attached is a Software Support Agreement Renewal with I/TX Information Technology Solutions, Inc. for the Mugshot SI-3000 System software located in the Sheriff's Department. This system was originally purchased in 1994 and re-negotiated in 1999 for Y2K compliance. The agreement insures critical upgrades and online technical support for the mugshot system.

This maintenance agreement is sole source (sole source #29-123103) as I/TX is the only vendor that can maintain this software.

This maintenance agreement is for the period December 1, 2003 through November 30, 2004. Total price for contract term is \$6,824.89 to be paid out of department 2902 Corrections – LE Sales Tax, account 70050 Software Service Contract.

**ATTACHMENT:** Maintenance Services Agreement  
Sole Source Approval

**cc:** Contract File  
Captain Braun, Sheriff Department  
Michael Mallicoat, IT Department



- Other - List (attach additional sheets if necessary)
- 

2. Briefly describe the commodity/material you are requesting and its function.  
This is for the software maintenance concerning the Mugshot SI-3000 system that is at the Sheriff's Department. This system was originally purchased in 1994 and re-negotiated in 1999 for Y2K compliance. Each year the software maintenance agreement comes due. The agreement insures critical upgrades and online technical support for the mugshot system.
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.  
This software maintenance agreement can only be negotiated with the original purchase vendor, I/TX Information Technology Solutions, Inc.
4. What research has been done to verify this vendor as the only known source?  
Carol Perry and Beverly Braun from Sheriff's Dept. said this was put out for bid in 94 for the original purchase of the system. They said this company, I/TX is only vendor that can maintain this software.
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?  
 Yes (please attach a list of known sources)  
 No - none that are known
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product? N/A
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s). Paper work on this original purchase has been hard to locate. Bev Braun sent IT what she had. Copies of Purchase Requisition stating Sole Supplier were found but no numbers. Located packing list from 7/29/94 but no Purchase Order number on form. Papers IT has received concerning purchase in July/99 is budget revision and purchase requisition. No numbers available.
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)  
Please provide document numbers. None that I can find. Yearly Software Maintenance agreement was just paid.

10. What are the consequences of not securing this specific commodity/material? Very critical to have software maintenance to receive the upgrades to the mugshot system. Also, online technical support of the system is critical to the operation of the system.
  
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
  
12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed? This sole source approval will be necessary for the duration of the mugshot SI-3000 system.

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
**Director**



601 E. Walnut-2nd Floor  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4402

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**TO:** Karen Miller, District I Commissioner  
Boone County

**FROM:** Melinda Bobbitt, CPPB  
Director of Purchasing

**DATE:** November 12, 2002

**RE:** Sole Source Approval for Mugshot Maintenance

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Please find attached for signature a sole source request from the Information Technology department for yearly maintenance for the SI-3000 System (Mugshot) Software.

The yearly cost is \$6,700.

After you sign, please return to the Purchasing department.

Thanks



**information technology solutions, inc.**



October 6, 2003

Tom Crow  
Boone County Sheriff's Dept.  
2121 County Dr  
Columbia, MO 65202

Dear Tom,

Included are two copies of our Annual Support Agreement for your SI-3000 system and your invoice for 2003 support. According to our records, your support expires November 30, 2003.

Normally the annual increase on support is 5% per Section 6 of the agreement, but due to the fact that the CPI was only 2.2% for the year 2002, we have decided to keep our increase in line with that.

Please sign both of the copies and return one copy to me for our files. If you wish you can simply fax the signature page back (563-922-2062) to my attention and discard the extra copy. The check should be sent to the address indicated on the invoice.

If we need to direct this information to someone else or you need any changes made, please contact Chris McDonald at 563-922-3043 or [chrism@si-3000.com](mailto:chrism@si-3000.com).

Respectfully

Michael R. Ott  
Vice President Marketing & Sales

MRO/clm

To all our Support Clients,

## ***Thinking of upgrading your SI-3000 Capture Station CPU?***

***Before you do we would like you to be aware that we*** have been experiencing problems with the older Capture Boards that some of you are using when they are installed in the new, faster, CPUs. While these boards worked fine with the older slower 400-700 MHz CPUs; they do not work with the newer 2 GHz + CPUs.

If you are planning an equipment upgrade, you will need to purchase a new board and cable. These boards are SVideo boards and will work with your existing camera if it has an SVideo connection. The boards are available from us at the cost of \$475.00 and include a new cable and shipping.

If your old camera is not taking the best pictures, we have an even better deal for you! You can purchase the new board and the Sony EVI DC30 camera and cables for \$1550.00 (includes shipping)

We have found with the Sony EVI DC30 cameras that the images are much improved even in areas with non-perfect lighting. The Visca control on the camera allows the user to operate the camera with the keyboard. The camera includes Remote Pan/Tilt/Zoom and 12X Zoom Lens.

Remember – before you upgrade – Call us 563-922-3043

You need to purchase either

a new board and cable - \$475.00

Or

a new camera board and cables - \$1550.00





## SI-3000 SYSTEM

### SOFTWARE SUPPORT AGREEMENT RENEWAL

496-2003

THIS AGREEMENT made this day of December 1, 2003 is by and between *information technology solutions, inc.*, an Iowa corporation ("*it*") And **Boone Co. Sheriff's Dept**, a jurisdiction organized under the laws of the state of, Missouri, hereinafter referred to as "JURISDICTION".

#### 1. DEFINITIONS.

The following terms as defined below are used throughout this AGREEMENT:

- (a) "UPDATES": Any revised and/or corrected versions of SI-3000 provided under this AGREEMENT;
- (b) "UPGRADES": Any enhanced and/or improved versions of SI-3000 provided under this AGREEMENT and released after the execution of this AGREEMENT.
- (c) "LICENSED SOFTWARE": SI-3000 provided under this AGREEMENT. LICENSED SOFTWARE shall not include any operating systems such as DOS, Windows, Novell, Banyan Vines Local Area Networks, Wide Area Networks, PC Support, RUMBA or any other operating systems or related software.
- (d) "DOCUMENTATION": Specifications for the Licensed Software, pre-installation instruction documents, user manuals and other written or electronic instructions (such as product bulletins) related to the use of the LICENSED SOFTWARE.
- (e) "SMA": The *it* Software Maintenance Agreement

#### 1. Coverage

Subject to the terms of this Software Maintenance Agreement (hereinafter "SMA"), *it* provide support services as described in Section 2 (the "Support Services") to JURISDICTION for the SI-3000 LICENSED SOFTWARE

If *it* elects to make Updates or Upgrades to the LICENSED SOFTWARE, such Updates or Upgrades shall be provided solely in accordance with the SMA. Absent such SMA, *it* shall have no obligation to provide JURISDICTION with available Updates or Upgrades to the LICENSED SOFTWARE.

#### 2. SUPPORT SERVICES SUPPORT SERVICES include:

- (a) "STANDARD SUPPORT SERVICES", which consist of consultations, assistance and similar SUPPORT SERVICES by telephone in connection with the use and operation of the Licensed Software;
- (b) "ANNUAL MAINTENANCE", which includes providing to JURISDICTION Updates and Upgrades to the LICENSED SOFTWARE that *it* in its discretion makes available and new and/or revised versions of the applicable operator's guides;

(c) "PERSONNEL TRAINING SERVICES" are provided by *i/t*<sup>x</sup> via dial up for JURISDICTION's personnel to learn and understand the LICENSED SOFTWARE; and

(d) "PROGRAMMING SERVICES", which includes programming analysis at *i/t*<sup>x</sup>'s facility or other location selected by *i/t*<sup>x</sup>, including JURISDICTION's facility.

Associated costs for services are located under Section 4 - Fees.

### 3. EXCLUSIONS.

*i/t*<sup>x</sup> shall have no obligation under this SMA to support:

(a) Altered, damaged or modified LICENSED SOFTWARE or any portion of the LICENSED SOFTWARE incorporated with or into other software;

(b) Software not supplied by *i/t*<sup>x</sup>

(c) LICENSED SOFTWARE problems caused by JURISDICTION's negligence, abuse or misapplication, use of the LICENSED SOFTWARE other than as specified in the DOCUMENTATION or other causes beyond the control of *i/t*<sup>x</sup>;

(d) LICENSED SOFTWARE installed on any hardware that exceeds the number of workstations purchased. JURISDICTION currently has installed the following software licenses and Modules:

**SI-Admin Module**  
**SI- Screen Scrape**  
**SI-Photo Imaging Module**  
**Photo Capture Station(s) – 1 License(s)**  
**View Station(s) Dedicated – 1 License(s)**  
**Output Generator – 1 License(s)**

(e) Hardware-related problems.

Further, *i/t*<sup>x</sup> shall have no obligation to provide ANNUAL MAINTENANCE, PERSONNEL TRAINING SERVICES or PROGRAMMING SERVICES, unless such services are purchased at the rates set forth in this Section (4) Fees.

JURISDICTION shall be responsible for registering with all manufacturers applicable warranty cards for the LICENSED SOFTWARE.

### 4. FEES

JURISDICTION shall pay *i/t*<sup>x</sup> the applicable fees as set forth below for the services provided:

(a) "STANDARD SUPPORT SERVICES". Provides telephone SUPPORT SERVICES by *i/t*<sup>x</sup>'s Help Desk during the normal business hours of 8:00 a.m. to 5:00 p.m. (CST or

CDST, as applicable) Monday through Friday, except holidays. Includes service for Updates and Upgrades to the LICENSED SOFTWARE

(b) "STANDARD SUPPORT SERVICES AND ANNUAL MAINTENANCE".  
\$6824.89 for the period beginning December 1, 2003 and ending November 30, 2004.

(c) "ADDITIONAL SERVICES". The following ADDITIONAL SERVICES are provided at the following rates, which are guaranteed for the initial term of this SMA. Such rates do not include travel and living expenses, which will be billed to JURISDICTION for payment within thirty (30) days of receipt of *IT*'s invoice.

Services	
Personnel Training Services	\$1000 per day
Programming Services	\$125 per hour
Integration Services	\$125 per hour

## 5. PAYMENT

(a) Payment of the annual fees for STANDARD SUPPORT SERVICES, and ANNUAL MAINTENANCE shall be made prior to the commencement of the initial term or the subsequent annual term to which they relate, as applicable.

(b) Charges for PERSONNEL TRAINING SERVICES and PROGRAMMING SERVICES, which may be provided pursuant to this SMA, shall be paid by JURISDICTION within thirty (30) days of receipt of *IT*'s invoice.

(c) In the event that JURISDICTION fails to make payments or terminates the SMA pursuant to Sections (d) and (f), and such payment is not received within ten (10) days of such payment date, *IT* may, at its option, cancel or suspend the provision of any services or products to JURISDICTION, whether pursuant to this or any other agreement between *IT* and JURISDICTION, until such charges have been paid. If *IT* decides, at its option, to reinstate this SMA, JURISDICTION must first pay *IT* any fees due, plus all labor and related costs to bring JURISDICTION up to current level of licensed software and, at *IT*'s option, *IT*'s current reinstatement charge (currently the unpaid pro-rata portion plus 50% fee).

## 6. TERMS AND TERMINATION.

This SMA shall become effective upon receipt by *IT* of the Annual Maintenance Fee provided on the Maintenance Agreement Invoice and shall continue for one (1) full year from the date of the receipt, installation or previous expiration date, whichever is applicable. The agreement shall be automatically renewed for successive similar periods subject to the receipt by *IT* of the Annual Maintenance renewal authorization in effect at the time of renewal, provided that the Customer is not in default. *IT* may change the fees payable under the SMA at the end of the initial and each succeeding one-year term by giving written notice to CITY within thirty (30) days prior to the end of the term. This amount will not exceed 5% of the previous year's fee. In addition to any other rights under this Agreement, either party may terminate this Agreement at any time of giving thirty (30)

days prior written notice to the other party, and the unused portion of the maintenance will be refunded (except as otherwise noted)

**7. LIMITATION OF LIABILITY**

*it*'s liability for damages from any cause of action whatsoever relating to *it*'s agreement to provide SMA services hereunder shall be limited to the amount paid by JURISDICTION for such services for the applicable year. *it*'s liability shall be further limited as provided in the LICENSE AGREEMENT.

THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. THE LICENSED SOFTWARE AND ALL MATERIALS RELATED TO THE LICENSED SOFTWARE ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE LICENSE AGREEMENT. THIS AGREEMENT IS AN EXTENSION OF THE LICENSE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT

**Information technology systems, inc.**

"*it*"

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten signature]*  
*U.P.*

Boone Co Sheriff's Dept.

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten signature]*  
Presiding Commissioner



**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.

*June Pitchford by KF* 10/22/03  
Auditor Date

2902-70050 # 6824.89

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 03

County of Boone

In the County Commission of said county, on the

30<sup>th</sup> day of October

20 03

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

Now on this day the County Commission of the County of Boone does hereby award bid 69-02OCT03 for Snow and Ice Control Services as follows:

- Diamond "C" Services – 3 Trucks at \$250 per hour
- Highpoint Enterprises – 6 Trucks at \$200 per hour

It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreements.

Done this 30<sup>th</sup> day of October, 2003.



Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission

absent

Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# Boone County Purchasing

Marlene Ridgway  
Buyer



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

497-2003

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## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: 69-02OCT03 – Snow and Ice Control Services  
DATE: October 20, 2003

The Public Works department and the Purchasing department have reviewed the bids submitted and recommend awarding 15 trucks at the responded prices. The recommended award is as follows:

Diamond "C" Services – 1 truck at \$275/hour and 3 trucks at \$250/hour

Grant Excavating – 1 truck at \$285/hour

Executive Lawn Service – 2 trucks at \$285/hour

JC Landscaping – 1 truck at \$285/hour

Highpoint Enterprises – 6 trucks at \$200/hour

Doug Biollot – 1 truck at \$288.40

These services are to be paid from organization 2040 account 71100. This is a term and supply contract that runs through September 30, 2004. The bid tabulation is attached.

**BID TABULATION  
69-02OCT03 - SNOW AND ICE CONTROL SERVICES**

4.7.3. # of Trucks Bid	Diamond "C" Services		Grant Excavating		Executive Lawn Service		JC Landscaping		Highpoint Enterprises		Doug Biollot	
	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour
#1	\$ 250.00	\$ 250.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 200.00	\$ 200.00	\$ 288.40	
#2	\$ 275.00			\$ 285.00					\$ 200.00			
#3	\$ 250.00								\$ 200.00			
#4	\$ 250.00								\$ 200.00			
#5									\$ 200.00			
#6									\$ 200.00			
4.7.2. Max. % increase 2nd Term	7%		10%		5%		5%	5%	10%			7%
4.7.3. Max. % increase 3rd Term	7%		10%		5%		5%	5%	10%			8%
4.9. References	Yes		Yes		Yes		Yes	Yes	Yes			Yes
4.10. List of Equipment	Yes		Yes		Yes		Yes	Yes	Yes			Yes
Addendum One	Yes		Yes		Yes		Yes	Yes	Yes			Yes

No Bid  
Columbia Turf

**PURCHASE AGREEMENT  
FOR  
SNOW AND ICE CONTROL SERVICES**

**THIS AGREEMENT** dated the 5<sup>th</sup> day of November 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Diamond "C" Services, 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 Snow and Ice Control Services, County of Boone Request for Bid for Snow and Ice Control Services, bid number 69-02OCT03 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions and all Attachments as well as the Contractor's bid response dated September 29, 2003 and executed by Michael D. Crane 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, the terms, conditions, provisions and requirements contained in the Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions and all Attachments shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on the date written above and shall expire September 30, 2004 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. **Purchase/Service** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Snow and Ice Control Services three (3) fully equipped vehicles as described 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.

4. **Delivery** - Contractor agrees to provide the services as required by the bid specifications and as needed by the County of Boone.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department at the successful completion of work for unit prices provided in the 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.



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

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **Termination** - This agreement may be terminated by the 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.

**DIAMOND "C" SERVICES**

**BOONE COUNTY, MISSOURI**

by *Robert D. Crane*  
title *President*  
address *8100 E Cedar Hill Rd*  
*Ashland MO 65010*

by Boone County Commission  
*Keith Schnarre*  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

*[Signature]*  
County Counselor

ATTEST:

*Wendy J. Nelson*  
County Clerk

**AUDITOR CERTIFICATION**

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

*Jane C. Pitchford*  
Signature *ayse*

*10/20/03*  
Date

2040-71100 Term/Supply

Appropriation Account

**PURCHASE AGREEMENT  
FOR  
SNOW AND ICE CONTROL SERVICES**

**THIS AGREEMENT** dated the 30<sup>th</sup> day of October 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Highpoint Enterprises, Inc., 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 Snow and Ice Control Services, County of Boone Request for Bid for Snow and Ice Control Services, bid number 69-02OCT03 including Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions and all Attachments as well as the Contractor's bid response dated October 1, 2003 and executed by William W. Livingston 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, the terms, conditions, provisions and requirements contained in the Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions and all Attachments shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on the date written above and shall expire September 30, 2004 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. **Purchase/Service** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Snow and Ice Control Services six (6) fully equipped vehicles as described 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.

4. **Delivery** - Contractor agrees to provide the services as required by the bid specifications and as needed by the County of Boone.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department at the successful completion of work for unit prices provided in the 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.

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

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **Termination** - This agreement may be terminated by the 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.

**HIGHPOINT ENTERPRISES INC.**

**BOONE COUNTY, MISSOURI**

by William W. Linnington  
title President  
address 200 E HIGH POINT  
COLUMBIA MO 65203

by Boone County Commission  
Keith Schnarre  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Wendy J. Now  
County Clerk

**AUDITOR CERTIFICATION**

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

June E. Pitchfork  
Signature hyse

10/20/03  
Date

2040-71100 Term/Supply

Appropriation Account

**CERTIFIED COPY OF ORDER**STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 03

In the County Commission of said county, on the

30<sup>th</sup> day of October 20 03


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

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

DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
2500-91300: Sheriff Forfeiture Fund – Machinery and Equipment	\$1,609.00

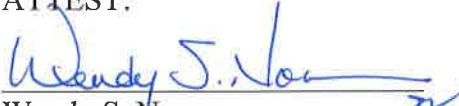
Said budget amendment is to establish an expenditure budget for the purchase of a Taser for the Boone County Jail.

Done this 30<sup>th</sup> day of October, 2003.



Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

RECEIVED

OCT - 7 2003 <sup>1<sup>ST</sup> 10/14</sup>  
 2<sup>ND</sup> 10/28

BOONE COUNTY AUDITOR

10303

**EFFECTIVE DATE**

**FOR AUDITORS USE**

498-2003

(Use whole \$ amounts)

Department	Account	Department Name	Account Name	(Use whole \$ amounts)	
				Decrease	Increase
2500	91300	Forfeiture Fund	Maon: Equip		1609.00

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):



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:

*Note: The purchase has already been made and the invoice submitted to my office PRIOR to establishing the budget. This amendment creates the budget needed for me to certify the expenditures.*



Auditor's Office



DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

PRESIDING 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.**



# Ed. Roehr Safety Products

2704-2710 Locust Street • St. Louis, Missouri 63103

In St. Louis 533-9344

Wats Lines 1-800-392-8210 1-800-325-8650

INVOICE NO.	PAGE
229303	1
INVOICE DATE	
09/22/03	

WHOLESALE DISTRIBUTOR FOR  
POLICE - FIRE - AMBULANCE  
EQUIPMENT

**COPY SHIP TO**

**SOLD TO**  
BOONE CO MO SHERIFF  
2121 COUNTY DR.

BOONE CO MO SHERIFF  
2121 COUNTY DR.

COLUMBIA, MO 65202

COLUMBIA, MO 65202

RETURNS NOT ACCEPTED WITHOUT ORIGINAL INVOICE.

ORDER NO.	ORDER DATE	CUSTOMER NO.	LOC.	SLSMN	P.O. NO.	JOB NUMBER	SHIP VIA	COL/P
0221406	07/07/03	003090	MO	015	BRITT SHEA		DROP SHIP	

QTY. ORDER/B.O.	QTY. SHIP/RETURN	ITEM NO./DESCRIPTION	UNIT PRICE	UOM DISC.	NET PRICE
2	2	TAS26000 X26E Black Taser w/Laser Sight Dig Power Mag, Dataport, Holster	799.95	EA	1,599.90

LEASE SIGN FIRST AND LAST NAMES.

COMMENTS GOD BLESS AMERICA  
Business Hours  
MON.-FRI. 8a.m.-4:30p.m.

NET 30 EXEMPT

**SALE AMOUNT** 1,599.90

MISC. CHARGE .00

FREIGHT 9.00

SALES TAX .00

**TOTAL** 1,608.90

AMOUNT RECEIVED .00

**Fund 250: Sheriff Forfeiture  
Solvency Analysis  
Prepared by Auditor's Office  
10-8-2003**

Fund Balance 1-1-2003 (Account 250-2913) 258,109.68

Plus: Actual Revenues 2003  
 Forfeitures 4,614.82  
 Interest (through July) 1,708.53  
 6,323.35

Less: Budgeted Expenditures 2002

	Current Budget	Budget Revision/ Amendment	Total	Actual YTD Expenditures + Encumbrances	Remaining Budget
Class 1	0.00		0.00	0.00	0.00
Class 2	11,000.00	0.00	11,000.00	3,926.90	7,073.10
Class 3	4,100.00	0.00	4,100.00	2,606.30	1,493.70
Class 4	2,400.00	0.00	2,400.00	1,516.85	883.15
Class 5	4,434.00	0.00	4,434.00	1,548.70	2,885.30
Class 6	6,070.00	0.00	6,070.00	6,070.00	0.00
Class 7	1,800.00	0.00	1,800.00	507.69	1,292.31
Class 8	12,152.00	0.00	12,152.00	(949.00)	13,101.00
Class 9	29,530.00	1,609.00	31,139.00	29,528.61	1,610.39
	<u>71,486.00</u>	<u>1,609.00</u>		<u>(73,095.00)</u>	<u>44,756.05</u>

Anticipated Fund Balance 12-31-2003 191,338.03

Plus: Budgeted Revenues 2004 0.00

Less: Budgeted Expenditures 2004

Class 1	0.00
Class 2	11,000.00
Class 3	4,100.00
Class 4	2,400.00
Class 5	4,434.00
Class 6	6,374.00
Class 7	1,400.00
Class 8	17,582.00
Class 9	26,200.00
	<u>(73,490.00)</u>

Anticipated Fund Balance 12-31-2004 117,848.03



2003 CLASS 9

Dept-Account	Description	Original Budget Amount	Budget Revision Date	Budget Revision Amount	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
<b>Sheriff Forfeiture</b>										
2500-91300	Budget Amendment		9-10-2003	3,313	3,313					3,313
2500-91300	Taser stun-gun & related equipment ( added 8-4-2003)							9-12-2003	3,312	(3,312)
2500-91300	Budget Amendment		10-8-2003	1,609	1,609					1,609
2500-91300	Taser stun-gun - (2) ( added 10-8-2003)	0		4,922	4,922		0	10-8-2003	1,609	(1,609)
	<b>Total</b>	0		4,922	4,922		0		4,921	1
2500-92300	Budget Amendment		9-4-2003	3,200	3,200	9-4-2003	3,200			3,200
2500-92300	cameras for digital surveillance system - (16) ( added 9-4-2003)	0		3,200	3,200		3,200		0	(3,200)
	<b>Total</b>	0		3,200	3,200		3,200		0	0
2500-92400	pick-up truck	20,000			20,000	7-21-2003	22,981	3-19-2003	35	(2,981)
2500-92400	delivery charge for Ford Explorer purchased in 2002			3,017	3,017					(35)
2500-92400	Budget Amendment	20,000	7-16-2003	3,017	23,017		22,981		35	3,017
	<b>Total</b>	20,000		11,139	31,139		26,181		4,957	1
	<b>Total Sheriff Forfeiture</b>	20,000		11,139	31,139		26,181		4,957	1

10/8/2003

FY 2003  
Budget Amendments/Revisions  
Sheriff Forfeiture (2500)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	7/15/2003	92400	Replacement Auto/Trucks	3,017		cover pick-up truck	
2	7/24/2003	60050	Equipment Service Contract	6,070		dictation equipment maintenance contract	
3	7/24/2003	2500-83917	Sheriff Forfeiture-Operating Transfer Out to General Fund	633			
		2500-83917	Sheriff Forfeiture-Operating Transfer Out to General Fund	2,943			
		1251-03917	Sheriff: Operating Transfer In from Special Revenue Fund	633			
		1251-03917	Sheriff: Operating Transfer In from Special Revenue Fund	2,943			
4	7/31/2003	91300	Machinery & Equipment	3,313		purchase Taser stun-gun & related equipment	
5	9/3/2003	92300	Replacement Machinery & Equipment	3,200		purchase cameras for digital surveillance system	
6	10/7/2003	91300	Machinery & Equipment	1,609		purchase Taser stun-guns	

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 03

County of Boone

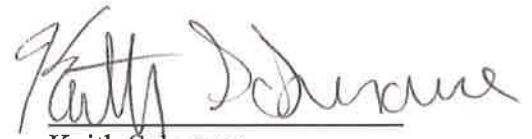
In the County Commission of said county, on the

30<sup>th</sup> day of October 20 03

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

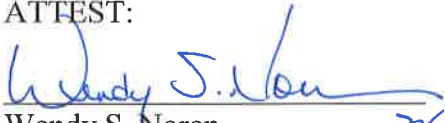
Now on this day the County Commission of the County of Boone does hereby approve the request by Public Works to post two "No Parking" signs at the Northwest corner of Gateway Boulevard and West Way per the attached recommendation from the Public Works Department.

Done this 30<sup>th</sup> day of October, 2003.



Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission

absent

Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner



**Boone County Public Works  
Memorandum**

499-2003

---

**Date:** October 21, 2003  
**To:** Shawna Victor  
**From:** David Nichols  
**Subject:** Request for "No Parking" signs

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The request is a result of a (TEAP) Traffic Engineering Assistance Program study, which is a MoDOT program to allow communities to access expert traffic consultants at a 20% Community/80% MoDOT split of costs. The TEAP was initiated because a boy riding a bicycle was struck by a motor vehicle and was injured. A citizen in the subdivision asked for the department to review the existing signage to possibly prevent any further accidents. The department recommended the TEAP approach and received a recommended signage plan. The "No Parking" signs are part of the recommended plan.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 03

County of Boone

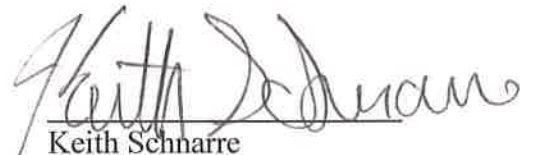
In the County Commission of said county, on the

30<sup>th</sup> day of October 20 03

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


Now on this day the County Commission of the County of Boone hereby adopts the provisions of 139.052 RSMo. relating to the payment of property taxes by installments. The payment of taxes by installment shall be restricted to the current real estate tax bills for each individual parcel not paid by mortgage companies. Parcels with delinquent taxes are not eligible for the installment payment plan. The installment payment plan shall be effective for the 2004 property tax year and shall be administered according to the attached proposal; except that said proposal may be amended as needed by the County Collector to insure the efficient and accurate collection of taxes and compliance with any current or future statutory provisions relating to tax collection.

Done this 30<sup>th</sup> day of October, 2003.



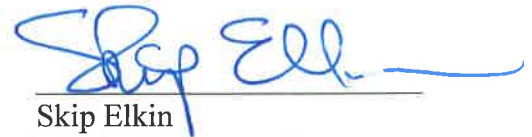
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent

Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

## Proposal for Accepting Partial Payments on Real Estate Taxes

- Beginning with the 2004 real estate tax bills, taxpayers may begin paying their real estate taxes on a monthly basis.
  - NIDs will not be included in first year
  - Delinquent taxes and those paid by mortgage companies are not applicable.
  - Parcels must be current before an installment plan can be set up.
  - Partial payments will not be accepted on personal property tax bills.
  
- A notice that the collector's office will be accepting partial payments will be printed on the 2003 real estate tax receipts.
  - Download a sign-up form from our website or contact our office for information.
  - Form is filled out by taxpayer agreeing to make prearranged payments on 2004 real estate taxes. Taxpayer can also authorize collector to electronically transfer funds from their bank account to county's account through an automated payment service by filling out an APS authorization form.
    - Payment methods by EFT, cash, check, money order, and credit cards.
    - Taxpayer must distinguish which parcel(s) they wish to set up on partial payments on the forms.
    - If using APS, a separate authorization form must be filled out for each bank account number used.
  
- Payments will be made on a monthly basis. Payments will be based on the amount that was paid for the 2003 real estate taxes. There will be eleven equal installments, with the twelfth and final installment being the balance of the tax due. Taxes not paid in full by December 31<sup>st</sup> will result in late penalties and fees being charged which will be the responsibility of the taxpayer.
  
- Agreements must be received no later than February 15<sup>th</sup> to participate. This will allow ample time for all December 31<sup>st</sup> payments to be processed and receipts mailed to those wishing to participate.
  
- Once the authorization form is received, a database spreadsheet will be created listing each participant. This spreadsheet will contain a record of the monthly amount due and the payments. We feel that a spreadsheet will provide adequate tracking for the first year. Our intentions are to modify the partial payment program so that it becomes more automated and linked to our AS400 tax file. After the first few months, we will have a better understanding of the types of program changes necessary to carry on such a program.
  
- Mail or email out payment schedule to participating taxpayers. We will use a coupon like approach to this that has the taxpayer tearing off and mailing in payment coupons if not debited electronically.
  - The taxpayers who wish to have their real estate taxes paid monthly by using APS will receive via email a payment schedule showing the parcel number

that will be paid and the monthly payments and dates the debit entries to their account will take place. The electronic payment process will consist of the collector's office debiting the taxpayer's bank account for eleven equal installments on either the 5<sup>th</sup> or 20<sup>th</sup> of each month, January through November. A twelfth and final payment will be debited from the bank account once the balance due amount is calculated in December. The payments will be electronically deposited into a newly established due to others account. Our plan is to email confirmation of the debit transaction to the taxpayers. This confirmation will also serve as a record of their payments.

- For those taxpayers who do not wish to use APS or are unable to, we plan to use a coupon book approach. The coupon book will allow the taxpayers to either mail or bring their payment into the office. The payments will be manually deposited into a newly established due to others account. The coupons will show the parcel number to be paid, amount and date due, as well as a payment stub that will allow taxpayers to record their payments.
- Even though the intent is to have eleven equal installments, taxpayers not signing up for the plan until February will have the option of doubling a payment to "catch up". The adjusted December amount due will be higher if only 10 payments were received.
- The funds will not be distributed to the taxing entities until the entire amount of the bill is received. Interest earned on the monthly payments will remain with the county.
- Once the 2004 bills are created, final balance due notices along with a receipt including the history of all payments made will be sent to the taxpayers. However, we will issue receipts at any time upon request from the taxpayers. Once this final payment is received, either by APS or by those paying with the coupons, we will transfer the entire bill amount from the due to others account to the current tax collection system. Our plan is to accomplish this through program changes; if not, amounts will be manually entered as payments.
- If final payment is not received by December 31<sup>st</sup>, penalties and late fees will apply to the balance due tax amount only.
- Postmarks will determine month of payment on those payments made by mail.



# Office of the Boone County Collector

Patricia S. Lensmeyer, Collector  
Phone 573-886-4285 • Fax 573-886-4294

801 East Walnut, Room 118  
Columbia, Missouri 65201-7727

## Authorization Agreement for Automated Payments (APS Debits)

I (we) hereby authorize the Boone County Collector, hereinafter called COLLECTOR, to initiate debit entries to my (our) Checking Account/Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of APS transactions to my (our) account must comply with the provisions of U.S. law. The taxpayer understands that failure to notify the COLLECTOR of any account changes which result in a payment not being honored by the financial institution may result in late penalty and interest charges for which the taxpayer will be responsible. By signing this authorization form, the taxpayer agrees to participate in the **AUTOMATED PAYMENT SERVICE** program as outlined in this payment agreement until further notice.

Bank \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

Your account will either be debited on the 5<sup>th</sup> or 20<sup>th</sup> of each month. (Please circle desired date of debit) .

This authorization is to remain in full force and effect until the COLLECTOR has received written notification from me (or either of us) of its termination no less than five working days before the due date as to afford COLLECTOR and DEPOSITORY a reasonable opportunity to act on it.

Name(s) \_\_\_\_\_ SSN: \_\_\_\_\_

Date \_\_\_\_\_ Signature(s) \_\_\_\_\_

Your Daytime Phone Number \_\_\_\_\_

Parcel # (include additional sheet if more than one parcel) \_\_\_\_\_

**IMPORTANT: CURRENT TAX AMOUNTS WILL BE DEBITED OR CREDITED TO THIS ACCOUNT IN EQUAL INSTALLMENTS IN JANUARY THROUGH NOVEMBER ACCORDINGLY UNLESS OTHERWISE NOTIFIED TO MAKE BILLS CURRENT. DECEMBER AMOUNT WILL BE BASED ON THE BALANCE OF TAX DUE.**

**NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE SIGNER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE COLLECTOR IN THE MANNER SPECIFIED ABOVE.**

**\*DEPOSIT SLIP OR VOIDED CHECK MUST BE ATTACHED TO THIS AUTHORIZATION FORM**



Taxpayer, Name  
01-123-45-67-789.10  
Total Due: \$1,234.56  
Total Due This Payment \$102.88  
Payment Due: 1/31/2004  
Keep this stub as your receipt.

Taxpayer, Name  
123 Anywhere Lane  
Columbia, MO 65201  
Parcel # 01-123-45-67-789.10  
Amount Due: \$102.88  
Date Due: 1/31/2004  
Mail payment to:  
Boone County Collector of Revenue  
801 E. Walnut, Rm 118  
Columbia, MO 65201  
Payment: 1 of 12  
Date Received:

Taxpayer, Name  
01-123-45-67-789.10  
Total Due: \$1,131.68  
Total Due This Payment \$102.88  
Payment Due: 2/29/2004  
Keep this stub as your receipt.

Taxpayer, Name  
123 Anywhere Lane  
Columbia, MO 65201  
Parcel # 01-123-45-67-789.10  
Amount Due: \$102.88  
Date Due: 2/29/2004  
Mail payment to:  
Boone County Collector of Revenue  
801 E. Walnut, Rm 118  
Columbia, MO 65201  
Payment: 2 of 12  
Date Received:

Taxpayer, Name  
01-123-45-67-789.10  
Total Due: \$1,028.80  
Total Due This Payment \$102.88  
Payment Due: 3/31/2004  
Keep this stub as your receipt.

Taxpayer, Name  
123 Anywhere Lane  
Columbia, MO 65201  
Parcel # 01-123-45-67-789.10  
Amount Due: \$102.88  
Date Due: 3/31/2004  
Mail payment to:  
Boone County Collector of Revenue  
801 E. Walnut, Rm 118  
Columbia, MO 65201  
Payment: 3 of 12  
Date Received:

Taxpayer, Name  
01-123-45-67-789.10  
Total Due: \$925.92  
Total Due This Payment \$102.88  
Payment Due: 4/30/2004  
Keep this stub as your receipt.

Taxpayer, Name  
123 Anywhere Lane  
Columbia, MO 65201  
Parcel # 01-123-45-67-789.10  
Amount Due: \$102.88  
Date Due: 4/30/2004  
Mail payment to:  
Boone County Collector of Revenue  
801 E. Walnut, Rm 118  
Columbia, MO 65201  
Payment: 4 of 12  
Date Received:

**SAMPLE ONLY**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 03

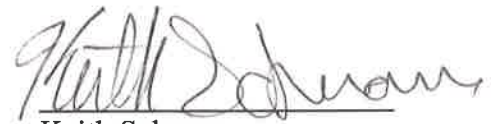
In the County Commission of said county, on the

30<sup>th</sup> day of October 20 03

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.

Done this 30<sup>th</sup> day of October, 2003.



Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission

absent

Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

## ***Resolution***

***We, the Commission of the County of Boone, State of Missouri, do solemnly proclaim the following:***

***Whereas,***  
*the County of Boone an expanding county, and*

***Whereas,***  
*the County Park Board deems it necessary to improve a public park to serve its citizens as well as the traveling public*

***Be it Therefore Resolved by the Boone County Commission of the County of Boone, as follows:***

- 1) Those applications be made under the Land & Water Conservation Fund of the Missouri Department of Natural Resources for a grant-in-aid of 45 percent of the total cost of the project, reimbursable upon completion by the state.*
- 2) That a project proposal be prepared and submitted to the Department of Natural Resources, Division of State Parks.*
- 3) The County Commissioner, County Commission and County Park Board, be authorized, and hereby authorize those persons listed below to sign and execute the necessary documents for forwarding the project proposal application for a grant-in-aid under the Land & Water Conservation Fund. These persons are also hereby authorized to sign the project agreement, subsequent amendments, and other necessary documents between the County of Boone and the State of Missouri.*
- 4) If a grant is awarded, the County of Boone accepts all responsibilities under the Land & Water Conservation Fund regulations. This includes, but is not limited to, maintenance of the park for public outdoor recreation purposes, compliance with the provisions of Title VI of the Civil Rights Act of 1964, underground wiring of all telephone and electrical wires under 15 KV within the park both under this project and in the future, provisions of facilities which are accessible to and usable by people with a disability.*

*This proclamation and resolution is made by a vote of the majority of the Boone County Commission, on this 21st day of October, 2003.*

Keith Schnarre, Presiding Commissioner

Karen M. Miller, District I Commissioner

Skip Elkin, District II Commissioner

ATTEST:

Chairman, County Park Board

Wendy Noren, County Clerk