

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 09

County of Boone

} ea.

In the County Commission of said county, on the

17<sup>th</sup>

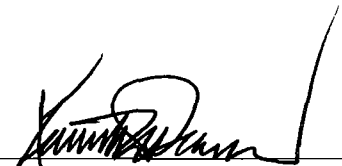
day of November

20 09


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

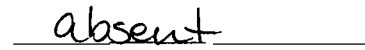
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase revenue and expenditures for the Probation Services grant for the period 7/1/09 – 12/31/09:


Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	03451	Judicial Grants	State Reimbursement		40,079.00
1243	10100	Judicial Grants	Salaries/ Wages		31,720.00
1243	10200	Judicial Grants	FICA		2,427.00
1243	10300	Judicial Grants	Health Insurance		4,752.00
1243	10325	Judicial Grants	Disability Insurance		117.00
1243	10350	Judicial Grants	Life Insurance		53.00
1243	10375	Judicial Grants	Dental Insurance		360.00
1243	10500	Judicial Grants	401 (A) Match		650.00

Done this 17<sup>th</sup> day of November, 2009.

  
Kenneth M. Pearson  
Presiding Commissioner

ATTEST:


  
Wendy S. Noren  
Clerk of the County Commission


  
absent  
Karen M. Miller  
District I Commissioner


  
Skip Elkin  
District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

RECEIVED

7/1/09

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	3	0	3	4	5	1	Judicial Grants	State Reimbursement		\$40,079
1	2	4	3	1	0	1	0	0	Judicial Grants	Salaries/Wages		\$31,720
1	2	4	3	1	0	2	0	0	Judicial Grants	FICA		\$2,427
1	2	4	3	1	0	3	0	0	Judicial Grants	Health Insurance		\$4,752
1	2	4	3	1	0	3	2	5	Judicial Grants	Disability Insurance		\$117
1	2	4	3	1	0	3	5	0	Judicial Grants	Life Insurance		\$53
1	2	4	3	1	0	3	7	5	Judicial Grants	Dental Insurance		\$360
1	2	4	3	1	0	5	0	0	Judicial Grants	401 (A) Match		\$650

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): **Increase revenue and expenditure budget for 7/1/09 - 6/30/10 Probation Services grant. This budget amendment covers 7/1/09 to 12/31/09.**

PROBATION SERVICES 7/1 - 12/31/09

*[Signature]*  
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:

Auditor's Office

*[Signature]*  
PRESIDING COMMISSIONER

*absent*  
DISTRICT I COMMISSIONER

*[Signature]*  
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.

1243 Judicial Grants & Contracts  
 Probation Services Grant  
 Calculations for Budget Amendment  
 July 2009 - December 2009

Position Number	Position Title	Budget Hours July-Dec.	Hourly Rate	10100 Salary & Wages	10200 FICA (0.0765)	10300 Health Insurance (\$396/mo)	10325 Disability Insurance (0.0037)	10350 Life Insurance (\$4.40/mo)	10375 Dental Insurance (\$30.00/mo.)	10500 401 (A) Match	Total
560	DJO	1040	15.25	\$ 15,860.00	\$ 1,213.29	\$ 2,376.00	\$ 58.68	\$ 26.40	\$ 180.00	\$ 325.02	\$ 20,039.39
561	DJO	1040	15.25	\$ 15,860.00	\$ 1,213.29	\$ 2,376.00	\$ 58.68	\$ 26.40	\$ 180.00	\$ 325.02	\$ 20,039.39
July-December 2009 Exp Estimate:				<u>\$ 31,720.00</u>	<u>\$ 2,426.58</u>	<u>\$ 4,752.00</u>	<u>\$ 117.36</u>	<u>\$ 52.80</u>	<u>\$ 360.00</u>	<u>\$ 650.04</u>	<u>\$ 40,078.78</u>
2009 Budget Amendment Expenditure Amounts:				\$ 31,720.00	\$ 2,426.58	\$ 4,752.00	\$ 117.36	\$ 52.80	\$ 360.00	\$ 650.04	<u>\$ 40,078.78</u>
2009 Budget Amendment Revenue Amounts:				\$ 31,720.00	\$ 2,426.58	\$ 4,752.00	\$ 117.36	\$ 52.80	\$ 360.00	\$ 650.04	<u>\$ 40,078.78</u>

Grant Award:  
 July-Dec 2009           \$40,078.78  
 Jan-June 2010         \$40,815.32  
 Total Grant Award:   \$80,894.10

1243 Judicial Grants & Contracts  
 Probation Services Grant  
 Calculations for Budget Amendment  
 January 2010 - June 2010

Position Number	Position Title	Budget Hours Jan. June	Hourly Rate	10100 Salary & Wages	10200 FICA (0.0765)	10300 Health Insurance (\$435/mo.)	10325 Disability Insurance (0.0037)	10350 Life Insurance (\$5.28/mo)	10375 Dental Insurance (\$46.74/mo)	10500 401 (A) Match	Total
560	DJO	1040	15.25	\$15,860.00	\$ 1,213.29	\$ 2,610.00	\$ 58.68	\$ 31.68	\$ 280.44	\$353.56	\$ 20,407.65
561	DJO	1040	15.25	\$15,860.00	\$ 1,213.29	\$ 2,610.00	\$ 58.69	\$ 31.68	\$ 280.44	\$353.57	\$ 20,407.67
Jan.-June 2010 Exp Estimate:				<u>\$31,720.00</u>	<u>\$ 2,426.58</u>	<u>\$ 5,220.00</u>	<u>\$ 117.37</u>	<u>\$ 63.36</u>	<u>\$ 560.88</u>	<u>\$707.13</u>	<u>\$ 40,815.32</u>
2010 Budget Amendment Expenditure Amounts:				\$31,720.00	\$ 2,426.58	\$ 5,220.00	\$ 117.37	\$ 63.36	\$ 560.88	\$707.13	<u>\$ 40,815.32</u>
2010 Budget Amendment Revenue Amounts:				\$31,720.00	\$ 2,426.58	\$ 5,220.00	\$ 117.37	\$ 63.36	\$ 560.88	\$707.13	<u>\$ 40,815.32</u>

Grant Award:  
 July-Dec 2009      \$40,078.78  
 Jan-June 2010     \$40,815.32  
 Total Grant Award: \$80,894.10

# Received

OCT 01 2009

Northeast  
Regional Office

Contract Number: 172278

## CONTRACT AMENDMENT

Number 1

The subject contract entered into on July 1, 2009 between the DSS / Division of Youth Services and the 13<sup>th</sup> Judicial Circuit is hereby amended as follows:

Decrease the contract by \$1732.53, thereby changing the total amount from \$82,626.63 to \$80,894.10

### Cost of Service / Method of Payment

The provider shall invoice DYS for actual and necessary costs incurred by the Provider in delivering project services during the invoice period. Invoicing shall follow the budget outline in Exhibit A. Furthermore, the maximum cost of this contract shall not exceed \$80,894.10

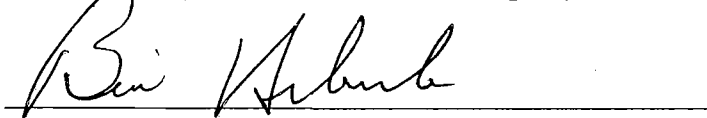
This amendment shall be effective on July 1, 2009. All other terms and conditions of the contract, or any amendments thereto, shall remain unchanged. In witness thereof, the parties hereto execute this agreement.



Authorized Representative of Provider Agency

Date

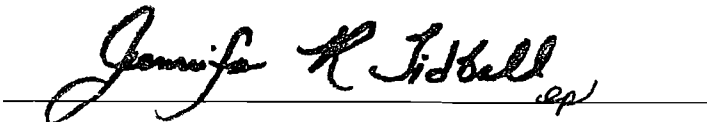
9/15/09



Director, Division of Youth Services

Date

9/17/09



Director, Department of Social Services

Date

9/21/09

**JUVENILE COURT DIVERSION  
REQUEST TO REVISE THE BUDGET**

Number   1  

Circuit Court: 13 <sup>th</sup>		Contract Number: 172278/172277	
Project Title:			
COST CATEGORY	CURRENT APPROVED BUDGET	REQUESTED REVISED BUDGET	APPROVED AMENDED BUDGET
PERSONNEL (PLUS FRINGES)	82,626.63 <i>4,806.37</i>	80,894.10 <i>6,538.90</i>	
TRAVEL			
EQUIPMENT			
SUPPLIES / OPERATION			
CONTRACTUAL			
TOTAL			

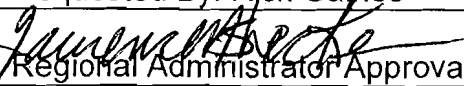
#172278  
#172277

**NARRATIVE JUSTIFICATION:** Briefly explain the requested change. Explain why a reduction in some categories will not be detrimental to the project and an increase in others will further the objectives of the project.

I had overly calculated the needed funds to fully fund my 2 Deputy Juvenile Officers and would like to move the balance not needed back to the Intensive Intervention Model program. That amount to be moved back to the Intensive Intervention Model Program would be \$1,732.53

Thanks for your consideration.

Rick Gaines  
Juvenile Officer

Requested By: Rick Gaines	886-4200 Telephone	09/02/09 Date
 Regional Administrator Approval Signature		<i>9/19/09</i> Date

F Y 2009  
 Budget Amendments/Revisions  
 Judicial Grants & Contracts (1243)

BR #	Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification
09013	1	2/6/2009	3451 23050 37230	State Grant Reimbursement Other Supplies Meals & Lodging-Training	3,000 1,650 1,350		Fostering Court Improvement JCIP Sub-Grant 1/22/09-1/21/10
09022	2	3/12/2009	3411 10100 10200	Federal Grant Reimbursement Salary & Wages FICA	226 210 16		JABG grant-rebudget amounts not used in 2008
09023	3	3/19/2009	3411 22500 71101	Federal Grant Reimbursement Subscriptions/Publications Professional Services	1,688 85 1,603		Juv Justice/Del Prev grant- rebudget amt not used in 2008
09036	4	6/5/2009	3451 71101	State Grant Reimbursement Professional Services	12,500 12,500		Mid-Missouri Access to Justice Project; funding period 7/1/09 to 6/30/10 in the amount of \$25,000. This BA is for July-Dec 09
09037	5	6/5/2009	3451 71101	State Grant Reimbursement Professional Services	6,250 6,250		New Domestic Violence Grant program. This is for July-Dec 09. Total award is \$12,500.
09057	6		3451 Class 1	State Reimbursement Various	28,251 28,281		Establish budget for July - Dec 09 for ReIntegration Drug Court Adminsitrator; Grant runs thru June 2010. This is the lasts year for this grant funding
09058	7		3451 71101	State Reimbursement Professional Services	9,975 9,975		Grant from the Domestic Relations Resolution Fund-- Contact for Kids: A Safe Way Grant. Total Grant of \$19,950 is split 50/50 between FY 09 and FY 10
09068	8		3411 10100 10200		3,434 3,190 244		FY 09 portion of the FY 09-10 JABG Grant; Music & Art instructor
09070	9		3411 37220 37230 71101	Federal Grant Reimbursement Travel to Training Meals/lodging Professional Services	5,875 650 875 4,350		Title II JDAI Grant (Juvenile Detention Alternative Initiative) Funding period: Oct 2009 - Sept 2010 This Budget Amendment is for FY 09 spending only
	10		3451 10100 10200 10300 10325 10350 10375 10500	State Grant Reimbursement S&W FICA Health Insurance Disability Insurance Life Insurance Dental Insurance 401 (A) Match	40,079 31,720 2,427 4,752 117 53 360 650		Probabtion Services grant renewal; budget amendment covers 7/1/09 to December 31/09

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 09

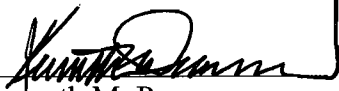
In the County Commission of said county, on the 17<sup>th</sup> day of November 20 09

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

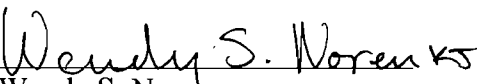
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Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	03451	Judicial Grants	State Reimbursement		3,269.00
1243	10100	Judicial Grants	Salaries/ Wages		3,037.00
1243	10200	Judicial Grants	FICA		232.00


Done this 17<sup>th</sup> day of November, 2009.

  
 Kenneth M. Pearson  
 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

536-2009

## BOONE COUNTY, MISSOURI

RECEIVED

7/1/09

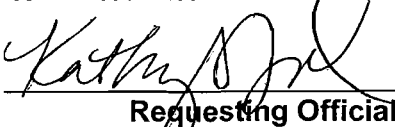
**EFFECTIVE DATE**

**FOR AUDITORS USE**

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	3	0	3	4	5	1	Judicial Grants	State Grant Reimb.		3,269.00
1	2	4	3	1	0	1	0	0	Judicial Grants	Salaries/Wages		3,037.00
1	2	4	3	1	0	2	0	0	Judicial Grants	FICA		232.00

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): **Increase revenue and expenditure budget for 7/1/09 – 6/30/10 Intensive Intervention grant. This budget amendment covers 7/1/09 to 12/31/09.**

**INTENSIVE INTERVENTION 7/1 – 12/31/09**

  
 \_\_\_\_\_  
 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:

  
 \_\_\_\_\_  
 Auditor's Office

  
 \_\_\_\_\_  
 PRESIDING COMMISSIONER

absent  
 \_\_\_\_\_  
 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.

FY 2009  
Budget Amendments/Revisions  
Judicial Grants & Contracts (1243)

BR #	Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments					
09013	1	2/6/2009	3451	State Grant Reimbursement	3,000		Fostering Court Improvement JCIP Sub-Grant 1/22/09-1/21/10						
			23050	Other Supplies	1,650								
			37230	Meals & Lodging-Training	1,350								
09022	2	3/12/2009	3411	Federal Grant Reimbursement	226		JABG grant-rebudget amounts not used in 2008						
			10100	Salary & Wages	210								
			10200	FICA	16								
09023	3	3/19/2009	3411	Federal Grant Reimbursement	1,688		Juv Justice/Del Prev grant- rebudget amt not used in 2008						
			22500	Subscriptions/Publications	85								
			71101	Professional Services	1,603								
09036	4	6/5/2009	3451	State Grant Reimbursement	12,500		Mid-Missouri Access to Justice Project; funding period 7/1/09 to 6/30/10 in the amount of \$25,000. This BA is for July-Dec 09						
			71101	Professional Services	12,500								
09037	5	6/5/2009	3451	State Grant Reimbursement	6,250		New Domestic Violence Grant program. This is for July-Dec 09. Total award is \$12,500.						
			71101	Professional Services	6,250								
09057	6		3451	State Reimbursement	28,251		Establish budget for July - Dec 09 for ReIntegration Drug Court Administrator; Grant runs thru June 2010. This is the last year for this grant funding						
			Class 1	Various	28,281								
09058	7		3451	State Reimbursement	9,975		Grant from the Domestic Relations Resolution Fund-- Contact for Kids: A Safe Way Grant. Total Grant of \$19,950 is split 50/50 between FY 09 and FY 10						
			71101	Professional Services	9,975								
09068	8		3411		3,434		FY 09 portion of the FY 09-10 JABG Grant; Music & Art instructor						
			10100		3,190								
			10200		244								
09070	9		3411	Federal Grant Reimbursement	5,875		Title II JDAI Grant (Juvenile Detention Alternative Initiative) Funding period: Oct 2009 - Sept 2010 This Budget Amendment is for FY 09 spending only						
			37220	Travel to Training	650								
			37230	Meals/lodging	875								
			71101	Professional Services	4,350								
09070	10		3451	State Grant Reimbursement	40,079		Probation Services grant renewal; budget amendment covers 7/1/09 to December 31/09						
			10100	S&W	31,720								
			10200	FICA	2,427								
			10300	Health Insurance	4,752								
			10325	Disability Insurance	117								
			10350	Life Insurance	53								
			10375	Dental Insurance	360								
			10500	401 (A) Match	650								
			09070	11		3451			State Grants	3,269		Intensive Intervention grant; budget amendment covers 7/1/09 to 12/31/09	
						10100			Salary and Wage	3,037			
# 10200	FICA	232											

**JUVENILE COURT DIVERSION  
REQUEST TO REVISE THE BUDGET**

Number   1  

Circuit Court: 13 <sup>th</sup>	Contract Number: 172278/172277
---------------------------------	--------------------------------

Project Title:

COST CATEGORY	CURRENT APPROVED BUDGET	REQUESTED REVISED BUDGET	APPROVED AMENDED BUDGET
PERSONNEL (PLUS FRINGES)	82,626.63 <i>4,806.37</i>	80,894.10 <i>6,538.90</i>	
TRAVEL			
EQUIPMENT			
SUPPLIES / OPERATION			
CONTRACTUAL			
TOTAL			


#172278  
#172277

**NARRATIVE JUSTIFICATION:** Briefly explain the requested change. Explain why a reduction in some categories will not be detrimental to the project and an increase in others will further the objectives of the project.

I had overly calculated the needed funds to fully fund my 2 Deputy Juvenile Officers and would like to move the balance not needed back to the Intensive Intervention Model program. That amount to be moved back to the Intensive Intervention Model Program would be \$1,732.53

Thanks for your consideration.

Rick Gaines  
Juvenile Officer

Requested By: Rick Gaines	886-4200 Telephone	09/02/09 Date
 Regional Administrator Approval Signature		9/19/09 Date

# CONTRACT AMENDMENT

Number 1


The subject contract entered into on July 1, 2009 between the DSS / Division of Youth Services and the 13<sup>th</sup> Judicial Circuit is hereby amended as follows:

Increase the contract by \$1732.53, thereby changing the total amount from \$4806.37 to \$6538.90.

## Cost of Service / Method of Payment

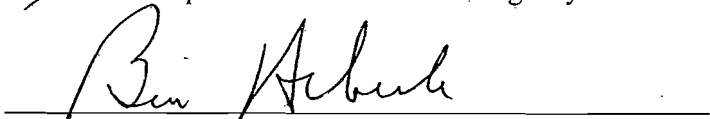
The provider shall invoice DYS for actual and necessary costs incurred by the Provider in delivering project services during the invoice period. Invoicing shall follow the budget outline in Exhibit A. Furthermore, the maximum cost of this contract shall not exceed \$6538.90

This amendment shall be effective on July 1, 2009. All other terms and conditions of the contract, or any amendments thereto, shall remain unchanged. In witness thereof, the parties hereto execute this agreement.

  
\_\_\_\_\_  
Authorized Representative of Provider Agency


Date

9/14/09

  
\_\_\_\_\_  
Director, Division of Youth Services

Date

9/17/09

  
\_\_\_\_\_  
Director, Department of Social Services

Date

9/21/09

1243 Judicial Grants & Contracts  
 Intensive Intervention Grant  
 Calculations for Budget Amendment  
 July 2009 - December 2009

Position Number	Position Title	Budget Hours July - December	Hourly Rate	10100 Salary & Wages	10200 FICA	Expenditure Budget TOTAL	Revenue Budget	Difference	Local Match	Remaining Difference	
July-Dec 2009 Exp. Estimate	536	Family Counselor Pool	205.9	\$ 14.75	\$ 3,037.03	\$ 232.33	<u>\$ 3,269.36</u>	\$ 3,269.45	\$ 0.09	\$ -	\$ 0.09
2009 Budget Amendment Expenditure Amounts:					\$ 3,037.03	\$ 232.33	<u>\$ 3,269.36</u>			0	<u>\$ 0.09</u>
2009 Budget Amendment Revenue Amounts:					\$ 3,037.03	\$ 232.33	<u>\$ 3,269.36</u>			0	<u>\$ 0.09</u>

Grant Award:

July-Dec 2009	3,269.45
Jan-June 2010	<u>3,269.45</u>
Total Grant Award:	<u><u>6,538.90</u></u>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 09

County of Boone

In the County Commission of said county, on the

17<sup>th</sup>

day of November

20 09

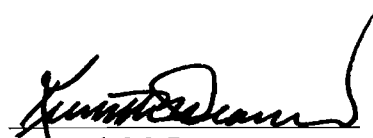
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve and adopt the Addressing and Road Naming Regulations stipulated in the attached document.

Done this 17<sup>th</sup> day of November, 2009.

ATTEST:

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



Kenneth M. Pearson  
Presiding Commissioner

absent

Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

27 - Addressing and Road Naming Regulations	
27.1 Applicability and Authority	2
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27.10 Standards for Road Type Assignment	12
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## **27 Addressing and Road Naming Regulations.**

### **27.1 Applicability and Authority.**

Applies to all divisions of land and related addressing and road naming. These regulation are adopted pursuant to the authority granted under the provisions of RSMo 64.825-64.885, RSMo 67.318 and the provisions of the adopted International Fire Code and International Residential Code which have been adopted by the County pursuant to the authority granted in RSMo 64.170.

**27.2 Definitions.** For purposes of this section, the following terms are hereby defined:

**27.2.1 Addressable Structures.** Structures eligible for addresses. See Section 27.11.

**27.2.2 Alias Road Names.** An alias road name is the name, other than the official name, commonly used for the road (See Section 27.9.15).

**27.2.2 Boone County Addressing Grid System.** The system used in unincorporated Boone County to assign address numbers (See Section 27.5).

**27.2.3 Address Directional Prefix.** An abbreviation of the main cardinal direction which precedes the official road name. There are four address directional prefix quadrants with north designated as N, south designated as S, east designated as E, and west designated as W.

**27.2.4 Bulb / Bumpout.** In context of roads, a condition where the right of way for a road is widened to allow for more frontage for additional lots and continues the numbering pattern, interval, and direction as a continuation from the main road (See Canterbury Dr, 27.7 Figure 1).

**27.2.5 Circle.** In context of roads, a road that has only one connection to the main road that acts as both the entrance and exit, and only intersects with itself which also contains parcels located in the interior of the circle (See Franklin Cir, 27.7 Figure 2).

**27.2.6 Court.** In context of roads, a uniquely named dead-end road with no other roads intersecting the main road and terminates in a permanent cul-de-sac.

**27.2.7 Connector.** In context of roads, a segment of road between two officially named roads created by a road realignment project.

**27.2.8 Official Legal Road Names.** The road name listed in the Boone County Road Directory as administered by Boone County Planning and Building Inspection is the official road name.



**27.2.9 Vanity.** In context of roads and/or addresses, an address requested by a business, organization, or individual that is not related to the Boone County Addressing Grid System.

### **27.3 Administration.**

**27.3.1 Addressing Authority.** The Boone County Planning and Building Inspection Director is the Boone County addressing authority.

**27.3.2 Administrative Review.** If, under application of the provisions of these regulations, any existing road name or address number is required to be changed, then any person aggrieved by such a decision by the Planner or other duly-qualified employee of the County Planning and Building Inspection department assigned to make decisions about a road name or address designation under the provisions of this ordinance may file a request to review that decision with the Director of Planning and Building Inspection for Boone County by making a written request for said review within fifteen (15) days of the date of the written decision of the Planner. Said request must be on the form(s) provided by the Director of Planning's office and shall include a copy of the written decision of the Planner.

**27.3.3 Appeals to Board of Zoning Adjustment.** The aggrieved person, if dissatisfied with the decision of the Director, may further appeal the decision of the Director to the Board of Zoning Adjustment in the same manner as appeals from the decisions of administrative officers in applying the Zoning Ordinance for Boone County.

**27.4 Purpose and Intent.** The Boone County addressing and road naming regulations are to establish standards for naming public and private roads, posting official road signs, and assigning official address numbers to all addressable structures; and to assist emergency management agencies, the United States Postal Service, and the public in the timely and efficient provision of services to residents and businesses within unincorporated Boone County.

These regulations are designed to eliminate addressing confusion and to create a standard system by which addresses shall be assigned, displayed, and maintained from this time forward. These regulations are further designed to establish an official master address database and road name directory in Boone County to be maintained by Boone County Planning and Building Department. It is not the objective of these regulations to change all previously official addressed structures or to change all previously officially named duplicate road names. Changes to existing official addresses and road names will only be made when non-conformity could interfere with the accurate dispatch of emergency vehicles, postal delivery, and provision of County services.

**27.5 Basis of the Boone County Addressing Grid System.** The unincorporated Boone County addressing grid system shall originate at the intersection of Broadway and Garth Ave in the City of Columbia and continue to increase in all directions as they radiate outward from the origin point. Other municipalities in Boone County use the same type of numbering grid system but begin at their own origin point.

**27.6 Components of an Address.** An address shall contain the following components as applicable:

- Address number
- Directional prefix
- Street name
- Street type
- Directional suffix \*
- Unit type \*\*
- Unit number \*\*
- City
- State
- Zip

\* Historical component

\*\* If applicable

**27.7 Standards for Address Number Assignment.** Addresses are assigned based off the primary access to the property. The standards for address number assignment are that the address number is a unique numerical identifier based on the Boone County addressing grid system and that the number can range from one to five digits depending on the location within the grid. The address numbers continue to increase in all directions as they radiate outward from the origin point.

**27.7.1 Address Directional Prefix.** Assignment of an address directional prefix is based on the position and orientation of the underlying road being addressed as it relates within the address grid. (See Section 27.8 for additional information).

**27.7.2 Address Numbers.** New address numbers shall consist entirely of numbers. Characters such as hyphens, decimals, or fractions shall not be allowed. If a structure is legally subdivided into more than one occupancy, a unit type and unit number shall be required. For example, instead of 2456.5 or 2456 ½ being issued as an address number, 2456 APT A and B, or 2456 STE 101 and 102 would be the correct issued address number, see Section 27.11 for additional information.

**27.7.3 Vanity Address Numbers.** Vanity address numbers shall not be allowed. All numbers shall be consistent with the address grid. For example, a business named Acme Five Company in the 1800 address grid range will not be assigned

“1 Acme Dr” or “5 Acme Dr” as its address. The address shall be assigned an official address number according to the established address grid range.

**27.7.4 Address Ranges.** The possible address range of a road shall be identified using the Boone County address grid system to determine which addresses are eligible to be assigned along the length of a road segment. For example, an address number of 220 cannot be assigned on a block with an address range of 1000-1099.

**27.7.5 Address Parity.** In Boone County even numbers shall be located on the south and east sides of the road and odd numbers shall be located on the north and west sides of the road. Addresses across the road from one another should be comparable. If 645 is used on the odd-numbered side of a road, numbers close to 644 or 646 should be used on the even side.

**27.7.6 Numerical Sequence.** Assignment of addresses shall be done in numerical sequence along a road. Address numbers shall increase as they move away from the origin point of the address grid and they shall not be assigned out of order. For instance, 1789 should not fall between 1735 and 1741.

**27.7.7 Address Intervals.** When assigning address numbers the Director shall consider both current and future development. Address assignment shall include a large enough numbering interval to allow for expansion and growth. In most residential areas an interval of at least four addresses (310, 314, 318, etc.) should be adequate. An interval of at least eight numbers is recommended as the minimum for commercial or industrial sites. Sufficient interval shall be allowed in large lot developments to provide adequate sequential numbers in case the parcel is subdivided for new construction at a later time.

**27.7.8 Duplicate Numbers.** Duplicate address numbers on the same road or similarly named roads shall be avoided when at all possible especially where the road spans address directional quadrants. This includes addresses on courts or circles. For example, if there is a 5003 E Liberty Ln, then 5003 E Liberty Woods Ct should be avoided.

**27.7.9 Long Blocks.** New subdivision developments may have long blocks with no intersecting roads. Addresses shall correspond with the appropriate address range for each road segment of the long block. The long block numbers shall change in mid-block even if there is no separating road. This will result in two homes side-by-side numbered in two different blocks even though there is no separating road.

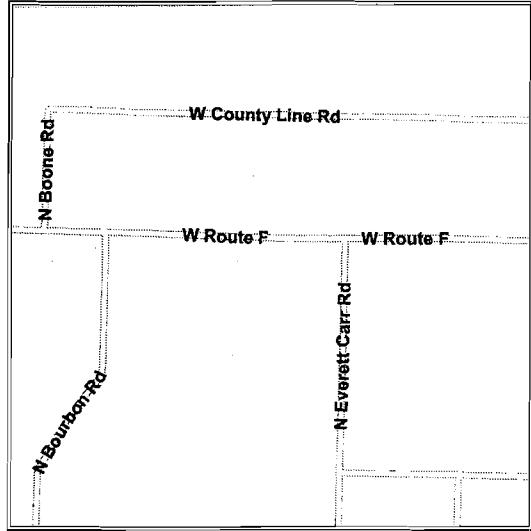
**27.7.10 Corner Parcels.** Addresses shall be numbered off a road on which the parcel has frontage and where the property is primarily accessed. A request for an address number to be assigned off of a major road shall not be allowed unless the major road physically borders that property and provides primary access.



many times the road turns or bends. This means the address numbers do not change direction with the road (See N Reams Rd, 27.8 Figure 1).

**27.7 Figure 3 – Significant Change of Direction**

**27.7.14.2 Significant Change of Direction.** Where overall road alignment involves a single significant change in direction and the road continues for a significant distance after the change, in relationship to its overall length, a new road name shall be assigned in the middle of the curve. This option is most appropriate where the curve is approximately a 90-degree angle changing the major direction of the road (See N Boone Rd, 27.7 Figure 3).



**27.8 Standards for Directional Prefixes & Suffixes.** Directional prefixes shall be abbreviated, capitalized, and contain no punctuation such as periods. Directional suffixes shall not be used. Standard directional prefix abbreviations include the following:

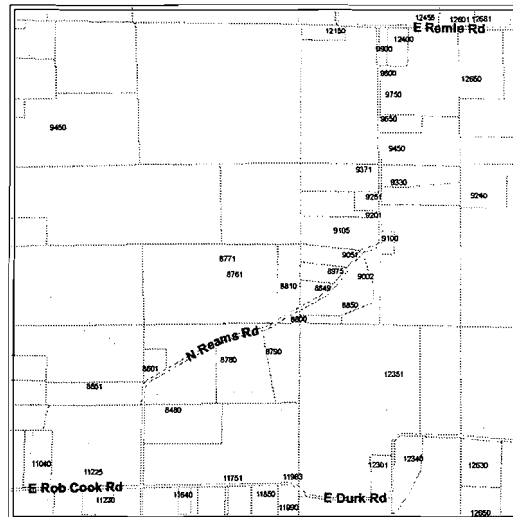
<u>Example</u>	<u>Abbreviation</u>
North	N
South	S
East	E
West	W

**27.8.1 Directional Prefix.** A directional prefix is mandatory on all roads but is not part of the official road name. Roads that cross a grid base line may have duplicate address ranges. For example, 301 W Williams Rd and 301 E Williams Rd, the W and E are crucial in distinguishing between the two blocks.

**27.8 Figure 1 – Retain Directional Prefix**

**27.8.1.1 Retain Directional Prefix.**

A diagonal or curving road, having one road name for its entire length, shall be determined to be either a north/south or an east/west road and shall be assigned a single directional prefix. (See N Reams Rd, 27.8 Figure 1)



**27.8.1.2 Change Directional Prefix.**

Two roads that meet at or near a 90-degree curve with no physical feature to indicate a road name change shall be dealt with as two separate roads with different names and different directional prefixes in accordance to Section 27.7.14.2.

**27.9 Standards for Official Name Assignment.**

**27.9.1 Pronunciation.** Road names shall be easy to read, pronounce, and spelled so the public, children in particular, can say the name in an emergency situation.

**27.9.2 Inappropriate Road Names.** Roads names shall not be names that are generally considered inappropriate or offensive.

**27.9.3 Confusing, Common, or Generic Road Names.** Road names that are confusing, common, or generic shall not be used. Proposed names shall also be rejected if one of the principal words in the name has already been used several times. In an effort to keep road names distinct and short, roads named after seasons, weather, tree species, common animal names, colors, or geographic features shall not be used, even within a compound road name.

**Examples**

<b>Confusing Road Names</b>	<b>Common Road Names</b>	<b>Generic Road Names</b>
Nub Buck Ln	Autumn Dr	Dead End Rd
Jay Jay Rd	Scenic Dr	Gravel Rd
Cross Rd	White Oak Dr	Nameless Rd
Waterfront Dr*	Spring Valley Dr	Private St

\* Compound road name

**27.9.4 Similar Sounding Road Names.** Roads names shall not sound similar or duplicate, even if the spelling is different, to any other official road name found in Boone County, either incorporated or unincorporated areas.

**27.9.4.1 Roads with Similar Sounding Names.** Road names with similar sounding names shall not be accepted. Pearce and Pierce are not acceptable, nor will Wild and Wilde be allowed.

**27.9.4.2 Similar Road Names with Different Road Types.** It is not acceptable to merely change the road type if the root road name is the same, with the special exceptions of Court, Circle, or Connector provided they meet at an intersection. St James Drive and St James Court cannot both be used unless they meet at an intersection as defined in Section 27.9.11 Road Name Continuity. Further explanation of the proper use of Court, Circle, and Drive is covered in Section 27.7.

**27.9.5 Road Name Length.** Road names shall be eighteen characters (including spaces) or less in length. The Boone County Planning and Building Inspection Director or his designee may allow an existing official road name, exceeding eighteen characters, to be used as the official name provided the new road segment is an extension of the existing road to comply with Section 27.9.11, to maintain road name continuity.

**27.9.6 Root Road Name Spacing.** Root road names shall be no more than two words to eliminate unnecessary spacing. For example, Nighthawk Dr would be preferred as opposed to Night Hawk Dr since the compression does not cause confusion.

**27.9.7 Numeric Road Names.** Numeric road names through tenth shall be spelled out. Roads higher than tenth shall be named with numbers and include the appropriate suffix: th, rd, st, or nd. For example, 14th shall be used instead of Fourteenth or 14.

**27.9.8 Abbreviations and Punctuation of Road Names.** The following is a list of the only accepted abbreviations: I, HWY, RTE, or St. No other words shall be abbreviated in a road name and no punctuation, including possessives such as Scott's Blvd, is to be used as otherwise specified in these regulations.

<b><u>Example</u></b>	<b><u>Abbreviation</u></b>
Interstate Highway 70	I 70
US Highway 63	HWY 63
Old Highway 63	Old HWY 63
State Highway 124	HWY 124
State Route E	RTE E
State Highway EE	HWY EE
Saint Charles	St Charles

**27.9.9 Geographic Directions as Part of Road Names.** Geographic directions shall not be used as part of the road name. While these do exist, such as Southgate St, North Shore Dr, South Cedar Lake Dr, Waterfront Dr South, or Southwest Way, this practice shall be avoided in future developments. To eliminate confusion, the use of north, south, east, west, and any variations shall be reserved for prefix use only. For example, when verbally giving an address, it would be impossible to distinguish between Northshore Dr and N Shore Dr.

**27.9.10 Road Types as Part of Road Names.** A road type shall not be used as part of the root road name even if included in a proposed compound root road name. For example, a road named Dustytrail Dr shall not be allowed since Trail and Drive are both road types. Section 27.10 covers the standard for road abbreviations types for Avenue, Court, Ridge, and Boulevard.

**27.9.11 Road Name Continuity.** Road name continuity is the consistent retention of one road name for the length of the road. This is not to be confused with road name duplication. Road name continuity shall be used when possible. A road with a gap should maintain the same name across the gap, as long as the road continues on the same alignment after the gap. (See E Ash St, 27.9 Figure 1).

If the road shifts off-alignment by more than 200 feet, a new road name shall be assigned. Roads that continue beyond an intersection and dead-end as courts shall be named with the same root name as the main road but designated as a Court (See St James Dr and St James Ct, 27.9 Figure 1).

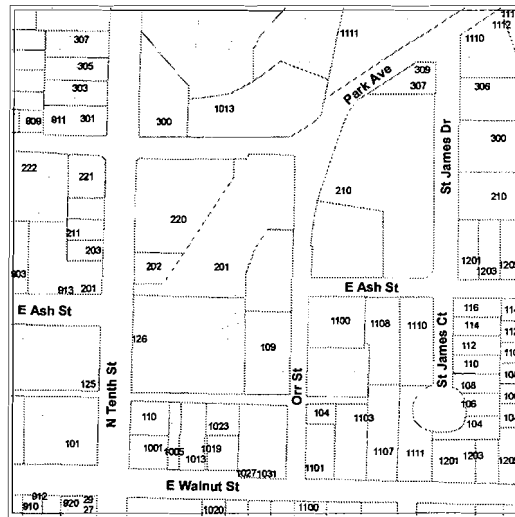
**27.9.12 Intersecting Road.** Roads shall not cross or meet more than twice.

**27.9.13 Consistent Road Name Spelling.** Any new segment to an existing road shall be spelled consistent with the road name being extended provided the existing road name is in compliance with this section.

**27.9.14 Official Legal Road Name Changes.** When a road name is officially renamed, the new road name becomes the official road name and replaces the old official road name and is the only acceptable name for the renamed road.

**27.9.15 Unofficial or Alias Road Names.** Different entities sometimes refer to the same road using several different unofficial road names for the same segment

**27.9 Figure 1 – Road Name Continuity**





of road. The road name shown on a road sign is not the official road name unless it matches the road name listed in the Boone County Road Directory. For example, Range Line St is also referenced as HWY 763.

**27.9.16 Private Roads.** All roadways used for access or the possibility of access to seven or more addressable structures must be named and all structures must be numbered off that roadway. All other roadways with less than seven addressable structures shall be considered private driveways or ingress/egress easements and shall not be officially named. Initiating road naming or road name changes are the responsibility of the property owner(s). The name must then be submitted for approval by the addressing authority and must adhere to the same naming standards for official public road names. Private road names must adhere to the same naming standard for public roads; approval will not be given for duplicate or confusing private road names, for example Golfview Dr and Golfview Ln, as outlined in Section 27.9.3.

**27.10 Standards for Road Type Assignment.** All road segments shall have a standard road type assigned by the addressing authority.

**27.10.1 Correct Use of Road Types.** All roads shall have a road type which shall be assigned by the addressing authority from the following list. The addressing authority reserves the right to put priority in assigning road types highlighted in grey in the following list. For example, Wagon Ridge Rd shall not be assigned as it would go against the directive that road types shall not be part of the root road name. Likewise, if a court extends off Wagon Ridge it will be assigned Wagon Ct, not Wagon Ridge Ct.

Road type	Abbreviation
Alley	Alley
Avenue	Ave
Boulevard	Blvd
Bridge	Br
Bypass	Byp
Causeway	Cswy
Circle	Cir
Connector	Conn
Court	Ct
Cove	Cv
Crossing	Xing
Drive	Dr
Establishment	Est
Expressway	Expy
Extention	Ext
Freeway	Fwy
Glen	Gln
Green	Grn
Heights	Hts
Highway	Hwy
Hill	Hl
Hills	Hls
Lane	Ln
Loop	Loop

Road type	Abbreviation
Meadow	Mdw
Meadows	Mdws
Park	Park
Parkway	Pkwy
Pass	Pass
Place	Pl
Plaza	Plz
Point	Pt
Ramp	Ramp
Ridge	Rdg
Road	Rd
Route	Rte
Run	Run
Spur	Spur
Square	Sq
Station	Sta
Street	St
Terrace	Ter
Trace	Trce
Trail	Trl
Turnpike	Tnpk
Valley	Vly
View	Vw
Village	Vlg
Walk	Walk
Way	Way

**27.10.2 Root Road Names Assigned Only One Road Type.** Once a root road name is assigned it must not be used again with a different road type except in the

case of a Court, Circle, or Connector as shown in Section 27.9.4. For example, the use of both Maple Lane and Maple Trail shall not be acceptable.

**27.11 Standards for Address Assignment.** All addressable structures shall have an address number assigned by the addressing authority.

**27.11.1 Addressable Structures.** Only the following types of structures are eligible for official addressing. Accessory structures and non-dwelling units shall not be assigned addresses unless otherwise specified by this ordinance.

**27.11.1.1 Single Family Dwellings, 2-Family, Triplexes, Multi-Family, and Condominiums.** Single Family Dwellings, 2-Family, Triplexes, and Multi-Family shall be assigned separate address numbers. Buildings containing condominiums shall be assigned addresses in the same manner that is appropriate for the type of structure constructed within which the condominium is located.

**27.11.1.2 Mobile Home Parks.** Mobile home parks are designated by sequential, non-duplicated lot numbers with a single site address for the entire park. If additional road names are unavoidable inside a mobile home park, then they shall be addressed in the same manner as a platted subdivision.

**27.11.1.3 Commercial or Industrial Buildings.**

**27.11.1.3.1 Contained Within a Single Structure.** Businesses in shopping centers or strip malls contained within a single structure shall be assigned an address consisting of the structure address and a unique individual suite number in compliance with Section 27.11.5 with sufficient suite numbering interval to allow for one suite to be split into several future suites.

**27.11.1.3.2 Contained Within a Development Complex.** Businesses in shopping centers or strip malls contained within a development complex of multiple structures shall be assigned separate site address for each structure with sufficient numbering interval to allow for additional structures. Businesses contained within a given structure will be assigned individual suite numbers in compliance with Section 27.11.5 with sufficient numbering interval to allow for one suite to be split into several future suites.

**27.11.2 Address Number Assignment.** Addressable structures shall be numbered off a road on which they have frontage and where the property is primarily accessed. In cases where an addressable structure is located on a property that does not have road frontage on an officially named road, the structure shall be numbered off of the officially named road where the property is primarily accessed. A request for an address number to be assigned off of a major

road shall not be allowed unless the major road physically borders that property and provides primary access.

**27.11.3 Unit Type Assignment.** In structures with a single type of use, multiple unit types per address shall be avoided. The unit type “Apartment” shall be used to designate residential dwellings. If mixed uses are anticipated or proposed within a structure, then the unit type “Unit” shall be used. The unit type “Suite” shall be used for all other applications unless otherwise specified by this ordinance.

Unit types shall be limited to four characters. The standard abbreviations for unit types are:

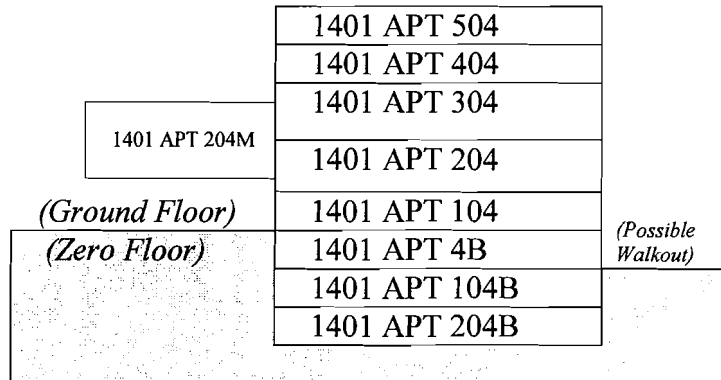
**Example Abbreviation**

Apartment	Apt
Building	Bldg
Department	Dept
Floor	Flr
Lot	Lot
Room	Rm
Suite	Ste
Unit	Unit

**27.11 Figure 1 – Unit Numbering**

**27.11.5 Unit Number**

**Assignment.** Unit types are used to further define a space such as an apartment, a lot in a mobile home park, or an office suite in a large building. When assigning unit



numbers, a numerical value is required. In a multi-level structure, the unit number shall reflect the floor on which it is located. For example, Apt 304 would be the fourth apartment located on the third floor or Suite 512 would be the twelfth suite on the fifth floor (See 27.11 Figure 1). The only time an alphanumeric value is allowed is to designate sub-basement floors and mezzanine levels and these are suffixed by the letter abbreviations B or M (See 27.11 Figure 1). The first floor below the floor designated as the ground floor even if it is a walkout basement is considered floor zero. Additional floors below floor zero are numbered based on the number of levels below zero floor.

**27.12 Signage Usage and Display.** Only officially approved road name and address signage shall be allowed.

**27.12.1 Address Signage.** Use of assigned official address is mandatory. Within sixty (60) days after written notice of the assignment of or change of an address number, the owner of such property shall be required to post the number so assigned in accordance with the following standards:

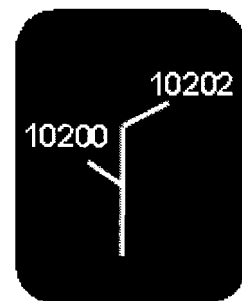
**27.12.1.1 Display of Official Address.** All addressable structures, see Section 27.11, shall clearly display an address number, even during construction. The owner and/or occupant of each addressable structure shall be required to clearly display an address number on each addressable structure so that the location can be identified from the road.

**27.12.1.2 Placement of Official Address.** The official address number must be displayed at the main entrance of an addressable structure. If the main entrance of the addressable structure is not visible from the road, the official address number shall also be on the side of the addressable structure which is most visible from the road during both day and night. When an addressable structure is seventy-five (75) feet or more from a public road or driveway on which it fronts or the lot on which the building is located is landscaped such that numbers cannot be seen from the road or driveway entrance the assigned number shall also be posted at the end of the driveway or easement nearest the road which provides access to the building. Manufactured homes in mobile home parks shall display the assigned address and lot number on the side of the manufactured home closest to the road/driveway which serves the lot so that the number is clearly visible from the road/driveway at all times.

### 27.12 Figure 1 – Directional Address Signage

**27.12.1.3 Directional Address Signage.**

Directional address signage shall be required for any addressable structure located off the main road or that requires specific knowledge to locate. This also applies to any driveway or private road that services multiple structures or owners. A directional sign shall be placed so that it is visible from the intersection of the driveway or private road and public road. Directional sign shall be blue with white numbers that are a minimum of four (4) inches in height and placed on a standard street sign post (See 27.12 Figure 1).



**27.12.1.4 Address Signage Sizing.**

**27.12.1.4.1 Address Number Visibility.** Address numbers shall be in a contrasting color to the color scheme of the addressable structure so

that they are clearly visible and shall be maintained in a clearly visible manner. Reflective numbers are desirable but not required.

**27.12.1.4.1.1 Single Family Dwelling.** Single family dwelling address numbers shall be a minimum of four (4) inches in height and shall be posted so as to be legible from the road.

**27.12.1.4.1.2 Multiple Dwelling Units.** Multiple dwelling building address numbers shall be at least six (6) inches in height.

**27.12.1.4.1.3 Manufactured Home Parks.** Manufactured home parks shall erect a sign at the entrance to the park displaying the name of the park and the assigned road address with numbers at least six (6) inches in height.

**27.12.5.4.1.4 Manufactured Homes in a Mobile Home Park.** Manufactured homes in a mobile home park address numbers shall be a minimum of four (4) inches in height.

**27.12.5.4.1.5 Commercial or Industrial Structures.** Commercial/Industrial structure address numbers shall be at least six (6) inches in height.

**27.12.5.4.3 Address Signage Maintenance.** Following the posting of the assigned number as required, the owner or occupant shall maintain such house or building numbers at all times in compliance with the above referenced standards. Address numbers shall not be obstructed from view by shrubs or vegetation as viewed from the public road.

## **27.12.2 Road Name Signage and Sign Sizing.**

**27.12.2.1 Public Road Name Signage.** Signs are to be green with white letters and adhere to the Boone County Public Works Department road name signage standards and comply with all abbreviation and naming standards found within this section. The sign shall include both N-S and E-W address coordinate numbers, root road name, and suffix (See 27.12 Figure 2). Furthermore, the cross-street address coordinate number shall be located on the first line in the upper right and the through-street coordinate number shall be located directly below the cross-street address coordinate.

**27.12.2.2 Public Road Name Sign Sizing.** Public road name sign sizing shall adhere to the



**27.12 Figure 2**

Boone County Public Works Department road name sign sizing standards.

**27.12.2.3 Private Road Name Signage.** Signs are to be white with black letters and adhere to the Boone County Public Works Department road name signage standards and comply with all abbreviation and naming standards found within this section. The sign shall include both N-S and E-W address coordinate numbers, root road name, and suffix (See 27.12 Figure 2). Furthermore, the cross-street address coordinate number shall be located on the first line in the upper right and the through-street coordinate number shall be located directly below the cross-street address coordinate.

Private road name signs located along public roads are the responsibility of the Public Works Department or designated entity. Private road name signs located within the development are the responsibility of the owners residing on the private road, and the road name signs shall match placement and height of official road name signs, and shall display the road name on both sides.

**27.12.2.4 Private Road Name Sign Sizing.** Private road name sign sizing shall adhere to the Boone County Public Works Department road name sign sizing standards.

**27.12.3 Non-compliant Signs.** Non-compliant signs within the right-of-way shall be removed by Boone County Public Works Department staff.

**27.11 Penalties and Remedies.** Any owner, lessee, tenant, occupier of land or other person who violates any provision of these regulations shall be deemed guilty of a misdemeanor and shall be upon conviction punished as provided by law. Each day a violation of these regulations continues shall constitute a separate offense. The penalty provided in this section shall not be construed to be exclusive but is intended to be supplemental and in addition to any other remedy provided by law or at equity. The County may institute any appropriate action or proceeding to prevent any unlawful activity proscribed in this ordinance or to correct any violation of this ordinance.

**27.12 Severability.** If any part or provision of these regulations is declared invalid or unconstitutional then the remainder of these regulations shall not be declared invalid or unconstitutional but shall remain in full force and effect to the greatest extent permitted by law.

**27.13 Jurisdiction.** These regulations shall be applicable to all unincorporated areas within Boone County, Missouri.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 09

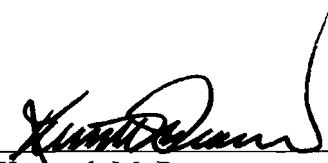
In the County Commission of said county, on the 17<sup>th</sup> day of November 20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to purchase radar units approved in the Full Time Traffic Unit grant # 10-154-AL41:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1251	03411	Sheriff's Department	Fed. Grant Reimb		16,219.00
1251	91300	Sheriff's Department	Equipment		3,591.00

Done this 17<sup>th</sup> day of November, 2009.

  
Kenneth M. Pearson  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

538-2009

OCT 19 2009

10-09-09  
EFFECTIVE DATE

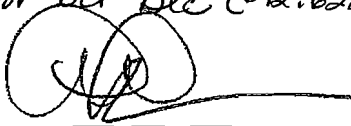
FOR AUDITORS USE

BOONE COUNTY AUDITOR

Department					Account					Department Name	Account Name	(Use whole \$ amounts)	
												Decrease	Increase
1	2	5	1		0	3	4	1	1	Sheriff's Department	Fed. Grant Reimb.		16,219.00
1	2	5	1		9	1	3	0	0	Sheriff's Department	Equipment		3591.00

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): Budget Amendment to purchase radar units approved in the Full Time Traffic Unit grant #10-154-AL41 and salary reimbursement for Oct-Dec (\$12,628).

*(Salary Expense was included in FY 09 original budget; therefore it does not need to be included on this Budget Amendment)*



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:

AGENDA

*cy*  
\_\_\_\_\_  
Auditor's Office

*[Signature]*  
\_\_\_\_\_  
PRESIDING COMMISSIONER

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

*[Signature]*  
\_\_\_\_\_  
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.

Budget Year 2010  
Department 1251 SHERIFF  
Account 3411 FEDERAL GRANT REIMBURSE

Description	Qty	Amount
<u>FULL-TIME TRAFFIC UNIT GRANT 1/1/10-9/30/10</u>		<u>40,387</u>
	Total	<u>40,387</u>

Notes

<u>GRANT AWARD 10/1/09-9/30/10</u>	
<u>PORTION FOR SALARY &amp; BENEFITS</u>	<u>\$50,515</u>
<u>MULTIPLIED BY PORTION OF YEAR (9/12 MOS)</u>	<u>.75</u>
<u>EQUALS FY2010 REVENUE FOR SALARY/BENEFITS</u>	<u>37,887</u>
<u>PLUS: PORTION FOR TRAINING (ALL EXPENSES</u>	
<u>BUDGETED IN FY2010)</u>	<u>2,500</u>
<u>EQUALS: TOTAL FY2010 REVENUE JAN-SEPT</u>	<u>40,387</u>
<u>GRANT FUNDS 2 DEPUTIES AS FOLLOWS:</u>	
<u>YEAR 1 10/1/05-9/30/06 100%</u>	
<u>YEAR 2 10/1/06-9/30/07 75%</u>	

More...

F2=Key Scr F3=Exit F12=Return

$$\begin{array}{r}
 50,515 \\
 - 37,887 \\
 \hline
 12,628
 \end{array}$$

Missouri  
Department  
of Transportation



Pete K. Rahn, Director

Highway Safety Division  
P.O. Box 270  
2211 St. Mary's Blvd.  
Jefferson City, MO 65102  
573-751-4161 or  
1-800-800-BELT  
573-634-5977

RECEIVED

August 18, 2009

OCT 24 2009

BOONE COUNTY AUDITOR

Sheriff Dwayne Carey  
Boone County Sheriff's Dept.  
2121 County Dr.  
Columbia, MO 65202

COPY

Dear Sheriff Carey:

Enclosed is a contract between the Highway Safety Division and the Boone County Sheriff's Dept. for a Full Time DWI Unit project.

The project obligates \$56,605.47 in federal funds for the period October 01, 2009 through September 30, 2010. All expenditures should be claimed against project #10-154-AL-41.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director initial at the bottom of each page to indicate that he/she has reviewed the contract. After signing, please return all pages of the contract to the Highway Safety Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Chris Luebbert, Intermediate System Management Specialist at 573-751-5434. We look forward to working with you and your staff.

Sincerely,

Leanna Depue, Ph.D.  
Director

Enclosure

## CONTRACT

Form HS-1

Creation Date: 07/27/2009

Missouri Department of Transportation  
 Highway Safety Division  
 P.O. Box 270  
 2211 St. Mary's Blvd.  
 Jefferson City, MO 65102  
 Phone: 573-751-4161

Project Title: Full Time DWI Unit  
 Project Number: 10-154-AL-41  
 Program Area: 154 Alcohol Project  
 Funding Source: 154 AL / 20.607

Fax: 573-634-5977

Type of Project: Initial  
 Started: 10/01/2009

Name of Grantee  
 Boone County Sheriff's Dept.

Grantee County

Federal Funds Benefiting

Boone

State: \_\_\_\_\_  
 Local: \_\_\_\_\_ \$56,605.47  
 Total: \_\_\_\_\_ \$56,605.47

Grantee Address

COPY

2121 County Dr.

Source of Funds  
 Federal: \$56,605.47  
 State: \_\_\_\_\_  
 Local: \_\_\_\_\_ \$50,514.47  
 Total: \$107,119.94

Columbia, MO 65202

Telephone

Fax

573-875-1111

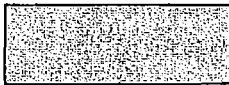
573-874-8953

Contract Period

Posted to Obligation  
 Control

Prepared By

Effective: 10/01/2009



Luebbert, Chris

Through: 09/30/2010

HS USE ONLY

Sheriff Dwayne Carey

*Dwayne Carey*

07/27/2009

Authorizing Official

Date

*Brian Lee*

*9/04/2009*

Project Director

Date

Leanna Depue, Ph.D.

Highway Safety Director

Effective Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the total obligated amount of \$56,605.47 ; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

CONTRACT CONDITIONS - PAGE 2

IN ORDER TO RECEIVE FEDERAL FUNDING, THE GRANTEE/ CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

- I. **RELATIONSHIP:** The relationship of the Grantee/Contractor to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee/Contractor shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC.
- II. **EQUIPMENT**
  - A. **PROCUREMENT:** Grantees may use their own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:
    1. Equipment with a cost of \$3,000.00 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
    2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
    3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
    4. Grantees shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
    5. If for some reason the low bid is not acceptable, the grantee must have written approval from the MHTC prior to the purchase of other than the low bid.
    6. Grantees will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.
  - B. **DISPOSITION:** The Grantee shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract.
  - C. **REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the grantee's previous twelve months authorized strength.
- III. **FISCAL RESPONSIBILITY**
  - A. **MAINTENANCE OF RECORDS:** The Grantee/Contractor agrees that Highway Safety, the National Highway Traffic Safety Administration, the Federal Highway Administration and/or any Federal audit agency with jurisdiction over this program, the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Grantee/Contractor pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.
  - B. **REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Grantee/Contractor for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Grantee/Contractor, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the contracting official. Vouchers received by the MHTC after the tenth day of each month cannot be processed until the following month. Final payment is contingent upon receipt of final voucher. **AUDITS:** Grantee/Contractor will be responsible for the required supporting documentation no later than 30 days after the closing date of the contract.
- C. **FINANCIAL AND COMPLIANCE AUDIT:** The audit should be performed within two years of the final financial transaction of this contract, as required by OMB Circular A-133. Failure to furnish an acceptable audit may be basis for refunding federal funds. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection by representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.
- IV. **TERMINATION:** If, through any cause, the Grantee/Contractor shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee/Contractor shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Grantee/Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Grantee/Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee/Contractor or its subcontractor under the provisions of this contract. The Grantee/Contractor and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.
- V. **STATUTORY REQUIREMENTS**
  - A. **COMPLIANCE:** The Grantee/Contractor agency must comply with the following Statutes or Rules:
    1. *Peace Officer Standards and Training Certification* (P.O.S.T.) RSMo 590.100-590.180-DPS certification of peace officers
    2. *Statewide Traffic Analysis Reporting (STARS)* RSMo 43.250-Law enforcement agency to file accident report with MSHP
    3. *Nondiscrimination-CFR Chapter 50-Prohibits discrimination on the basis of race, color, religion, sex or national origin including DBE and Segregated Facilities* (meets or exceeds federal requirement on page 2)
    4. *Uniform Crime Reporting* RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS
    5. *Racial Profiling* RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year
    6. *Hatch Act-5* United States Code Sections 1501-1508-Employees who are paid in whole or in part with federal funds are prohibited from participating in certain partisan political activities including, but not limited to, being candidates for elective office
  - B. **ENACTMENT AND ENFORCEMENT:** Agencies are encouraged to adopt, if possible, local ordinances as follows:
    1. *Model Traffic Ordinance*-RSMo 300.00-Rules governing traffic administration and regulation
    2. *Child Restraints*-RSMo 307.179-Passenger restraint system required for children under four (Primary Offense)
    3. *Seat Belts*-RSMo 307.178-Seat belts required for passenger cars (modifications to state statute in 1997)
    4. *Open Container*-A model ordinance prohibiting the possession of an open container of alcoholic beverages in a motor vehicle.
  - C. **VEHICLE PURSUITS:** Agencies are strongly encouraged to adopt and follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- VI. **PRODUCTION & DEVELOPMENT COSTS:** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval, prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute

CONTRACT CONDITIONS - PAGE 3

- VII. **INDEMNIFICATION:** The Grantee shall defend, indemnify and hold harmless the MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's performance of its obligations under this Agreement.
- VIII. **AMENDMENTS:** Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Grantee and the MHTC.
- IX. **COMMISSION (MHTC) REPRESENTATIVE:** The Missouri Department of Transportation Highway Safety Division is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.
- X. **ASSIGNMENT:** The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.
- XI. **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XII. **VENUE:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XIII. **SECTION HEADINGS:** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XIV. **SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Grantee.

The Missouri Highways and Transportation Commission (contractor) hereby agrees that it will incorporate into any contract, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee (exceeding \$10,000) the following equal opportunity clause:

- During the performance of this contract, the contractor agrees as follows:
- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post, in conspicuous places available to all employees and applicants for employment, the provisions of this nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
  - c. The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Missouri Department of Transportation, MHTC advising the said labor union or workers' representative of the contractor's commitments under this nondiscrimination provision.

- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration, National Highway Traffic Safety Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of this nondiscrimination provision in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Missouri Department of Transportation, MHTC or the Federal Highway Administration and National Highway Traffic Safety Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**DBE REQUIREMENTS**

All recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts. If, as a condition of assistance, the MHTC has submitted and the Department has approved a minority business enterprise affirmative action program, which the MHTC agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future Department of Transportation financial assistance.

**NONSEGREGATED FACILITIES**

(Applicable to contracts over \$10,000) All grantees/contractors and their subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**TRAINING CONTRACTS**

- Agencies offering the MHTC-funded courses are to adhere to the following standard elements required for training contracts.
- 1) A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The scheduled should include: Title of Course; Date(s); Time; Exact Location; and Agenda or Syllabus. Any changes to the course schedule must have prior approval from the MHTC.
  - 2) Evaluation will be a 2-step process to include:
    - 1) Student Evaluation of the training
      - a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation, training facility/location; and worth of the training.
      - b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.

CONTRACT CONDITIONS - PAGE 4

- ii) Instructor evaluation of the students' comprehension and understanding of the material presented.
- 3) The grantee must provide a sign-up sheet for every class-a typed list of everyone who registered is **not acceptable**. The sign-up sheet must capture the following information:
  - Title of the Class
  - Date(s) and Location of Class
  - Name of Attendees
  - Business address, telephone number and/or email address of each attendee
- 4) Every effort should be made to enroll a minimum of fifteen (15) students per class.
- 5) Copies of the Student Evaluations, Instructor Evaluations, Number of Students Enrolled/Number of Students Attending, and Participant Sign-up Sheets must be submitted to MHTC not later than 30 days after the training has been conducted.

**FOLLOWING CONDITIONS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:**

**PROBLEM IDENTIFICATION**

Agency must develop a selected traffic enforcement plan by evaluating crash data. This will be done on a quarterly, monthly or weekly basis to determine the top ten (10) high traffic crash locations, to include: day of week, time of day, and causation factors. Using this plan, agency will conduct enforcement targeting offenders committing hazardous moving violations to include DWI checkpoint enforcement (emphasis will also be placed on occupant restraint enforcement).

**PROJECT ACTIVITIES**

- Enforcement activities by the agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.
- High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three contacts per hour when conducting an enforcement project.
- Agency will report monthly enforcement activities to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
- Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket Campaign, Impaired Driving Crackdown, Operation Safe Teen, quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: [www.modot.mo.gov/safety](http://www.modot.mo.gov/safety).

**PARTNERSHIPS**

Agency is strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City must participate in Operation Impact.

**ALLOWABLE COSTS**

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. Overtime reimbursement rates:

- Patrol-to be calculated at 1.5 times the officer's actual rate of pay;
- Supervisors-to be calculated at 1.5 times the actual rate of pay not to exceed 1.5 times the rate of the highest-level sergeant or lieutenant (equivalent supervisor)
- Officers working more than 8 hours of overtime in one day require approval from MHTC.

Agencies funded may also utilize funds for any corridor enforcement project, Operation Impact, work zone enforcement, Click It or Ticket Campaign, Impaired Driving Crackdown, or any other national or state mobilization efforts in conjunction with or at the direction of the Highway Safety Division.

Exceptions may be made with prior written permission of the MHTC.

**DRUNK DRIVING ENFORCEMENT PROJECTS**

All DWI cases must be filed in state court if a municipality has a non-attorney judge. Any offender arrested with a prior alcohol-related conviction must also be filed in state court for enhancement purposes.

**SOBRIETY CHECKPOINTS**

The MHTC will fund enforcement agencies, on an overtime basis, to conduct MHTC sobriety checkpoints in accordance with standards developed for this purpose. Funding eligibility and conditions are herein set forth along with allowable costs for reimbursement. Enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest to enhance the actual risk of arrest

- 1) Enforcement time at a minimum will be at least one night per month with a minimum of five checkpoints per contract period. Sobriety checkpoints should be operated within the hours of 10:00 p.m. to 3:00 a.m.; however, hours may be flexible upon request of agency and approval by MHTC project coordinator.
- 2) Advise the MHTC project coordinator, in advance, of enforcement date changes made to the original proposal.
- 3) If not already provided, roadways selected for sobriety checkpoints must be submitted to MHTC. Actual enforcement locations will be left to the discretion of local authorities based upon their judgment.
- 4) Activity Reports and Supervisory Logs must be submitted with reimbursement vouchers. Failure to comply may result in nonpayment for the enforcement period.
- 5) Enforcement activity should be on a Friday or Saturday night or holidays. Other nights may be approved in advance by the MHTC project coordinator based upon special events or activities, or as stated in goals and objectives of this contract.
- 6) Publicity surrounding a checkpoint provides the greatest deterrent. A news release the week prior to the event and a follow-up the week after is required. A spokesperson should be designated to explain procedures to media or others attending the checkpoint.
- 7) If the agency has an in-car video camera, it should be used at all sobriety checkpoints to videotape the sobriety checkpoint setup, its operation, and all subjects given the field sobriety tests. Tapes and/or electronic recordings shall be used as evidence in court proceedings

**FUNDING ORIGINATION AND AUDIT INFORMATION**

The National Highway Traffic Safety Administration (NHTSA) funds the following program areas:

Section	CFDA#	Program Title
402	20.600	State and Community Highway Safety Programs
410	20.601	Alcohol-Impaired Driving Prevention Programs
154	20.607	Alcohol Open Container Requirements
408	20.610	State Traffic Safety Information System Improvement Grant
1906	20.611	Grant Program to Prohibit Racial Profiling
2010	20.612	Motorcyclist Safety Grant
2011	20.613	Child Safety and Child Booster Seats Incentive Grant

## PROBLEM IDENTIFICATION

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Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, especially those resulting in death or disabling injury. In the 2005-2007 period, 508,470 traffic crashes occurred in the State. Of those, 0.6% resulted in a fatality and 3.7% involved someone being seriously injured. During the same time period, there were 25,451 traffic crashes where one or more drivers and/or pedestrians were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers or pedestrians were impaired by alcohol or other drugs, 834 people were killed and another 4,090 were seriously injured. In fiscal year 2006, the Boone County Sheriff's Dept. investigated a total of 181 traffic crashes, in fiscal year 2007, 160 crashes were investigated and in fiscal year 2008, 148 traffic crashes were investigated. Of the total crashes investigated in 2006, 60 crashes were attributed to speed, in 2007, 57 were speed involved and in 2008, 46 were speed involved.

The full time DWI Unit is responsible for serious injury and fatality crash investigation. Through the various programs, to include the Traffic Unit, the Boone County Sheriff's Department has steadily decreased the total number of crashes occurring on county maintained roadways. The Traffic Unit is also responsible for the maintenance of the two (2) Datamasters issued to the Department, assigning and maintaining the Department radar / lidar units and portable breath testers (PBTs). Traffic Unit personnel are also responsible for planning and implementing grant funded alcohol projects and also lidar enforcement on State maintained roadways.





## GOALS/OBJECTIVES

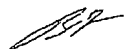
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Goal:

2% decrease in alcohol and other drug related fatalities and disabling injuries in comparison to the previous 3-year total (2005-2007 = 4,924)

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints
4. Train and maintain department personnel in being able to recognize and remove impaired drivers from the roadways of Boone County.
5. Partner with other area law enforcement agencies to provide a comprehensive approach to impaired driving enforcement in Boone County.



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## PROJECT DESCRIPTION

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The full time DWI Unit's main responsibility will be to work impaired driving enforcement on the roadways of Boone County. These duties will also include investigating serious injury and fatality crashes that occur on county maintained roadways. With the inception of the full time DWI Unit in October 2005, speed related crashes were reduced by approximately 10% from 2007 to 2008. Alcohol related crashes remained essentially the same from 2007 to 2008. Total crashes that occurred on Boone County maintained roadways were reduced by approximately 8%. The DWI Unit participates in all the statewide alcohol enforcement projects, attends the LETSAC conference and assists with the statewide seat belt survey.



**SUPPLEMENTAL INFORMATION**

**Question**      **You must answer the following questions**

**Answer**

1 Does your agency have an internal safety belt policy for all personnel?      Yes

2 Does your agency report racial profiling data annually?      Yes

3 Does your agency report to STARS?      Yes

4 Does your agency report UCR information annually?      Yes

5 Please explain any NO answer(s) to questions 1-4:     

**Please use the most current 12 months of data available for answering questions 6-19**

6 Total number of DWI violations written.      192

7 Total number of speeding violations written.      734

8 Total number of HMTV violations written.      1323

9 Total number of child safety/booster seat violations written.      36

10 Total number of safety belt violations written.      190

11 Total number of traffic crashes.      148

12 Total number of traffic crashes resulting in a fatality.      2

13 Total number of traffic crashes resulting in an injury.      61

14 Total number of speed-related traffic crashes.      46

15 Total number of speed-related traffic crashes resulting in a fatality.      1

16 Total number of speed-related traffic crashes resulting in an injury.      26

17 Total number of alcohol-related traffic crashes.      16

18 Total number of alcohol-related traffic crashes resulting in a fatality.      1

19 Total number of alcohol-related traffic crashes resulting in an injury.      9

20 Total number of commissioned law enforcement officers.      72

21 Total number of commissioned patrol and traffic officers.      41

22	Total number of commissioned law enforcement officers available for overtime enforcement.	58
23	Total number of vehicles available for enforcement.	46
24	Total number of radars/lasers.	37
25	Total number of in-car video cameras.	42
26	Total number of PBT's.	21
27	Total number of Breathalyzers.	2

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

28 Identify the primary enforcement locations.

Boone County Roadways

29 Enter the months in which enforcement will be conducted.

Year-Round

30 Enter the number of enforcement periods your agency will conduct each month. 31

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

All days

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

3:00 PM to 5:00 AM

33 Enter the number of officers assigned during the enforcement period. 2

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

Radar units will be used for speed enforcement on state maintained highways.

Up to 5% of your total expended funding may be used for vehicle maintenance, gas, or administrative costs in support of this grant.

Funds for this project may also be used during any national, state, or special enforcement effort (e.g. Click For Ticket, You Drink and Drive, You Lose).

35 Do you wish the option to use 5% funds for administrative costs? No

## PROJECT EVALUATION

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The Missouri Highways and Transportation Commission (MHTC) will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation equipment use and frequency of use)
  - Other (any other information or material that supports the Objectives)
5. The project will be evaluated by the Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

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

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

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## ADDITIONAL FUNDING SOURCES

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FY2007 JAG, \$21,953.60 went to BCSD (32,930.40 went to CPD), 10/1/06 - 9/30/2010

FY2008 Edward Byrne Memorial Justice Assistance Grant (JAG) program, \$9108.50 went to BCSD (\$9108.50 went to CPD), 10/1/07 - 9/30/2011

FY2009 Missouri Department of Public Safety Internet Crimes Grant, \$146,997.93,  
06/01/2009 - 05/31/2010

FY2009 Missouri Department of Public Safety Domestic Violence Enforcement Grant, \$25,267.47, 01/01/2009 - 12/31/2009

**BUDGET PROPOSAL**

Category		Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	Radar	three (3) rear Stalker antennas with necessary wiring/adapters	3.00	\$1,197.00	\$3,591.00	\$0.00	\$3,591.00
					\$3,591.00	\$0.00	\$3,591.00
Personnel							
	Salary and Fringe	Two Full Time DWI Enforcement Deputies	2.00	\$50,514.47	\$101,028.94	\$50,514.47	\$50,514.47
					\$101,028.94	\$50,514.47	\$50,514.47
Training							
	Professional Development	Impaired Driving Enforcement Training for DWI Unit	1.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
					\$2,500.00	\$0.00	\$2,500.00
<b>Total Contract</b>					<b>\$107,119.94</b>	<b>\$50,514.47</b>	<b>\$56,605.47</b>

*ALL IN 2010*

*11*

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ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	County Authorization Form	1001CountyAuthorization	05/09/2009



10/28/2009

FY 2009  
Budget Amendments/Revisions  
Sheriff (1251)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	2/20/2009	3411	Federal Grant Reimbursement	11,000		Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant (to repair/upgrade BAT van)	
		60250	Equipment Installation Charges	1,331			
		60200	Equipment Repair/Maintenance	1,870			
		92300	Replace Machinery/Equipment	5,150			
		91300	Machinery & Equipment	2,649			
2	9/29/2009	3411	Federal Grant Reimbursement	4,000		Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant (to repair/upgrade BAT van)	
		60250	Equipment Installation Charges	2,000			
		60200	Equipment Repair/Maintenance	2,000			
3	10/7/2009	71505	Equipment Lease Charges- Warehouse		3,530	Transfer unused portion to Warehouse construction fund	
4	10/14/2009	1115-83100	Awards		81	Cover 2nd Qtr Employee award - Andrew Collins	
		10100	Salaries & Wages	75			
		10200	FICA	6			
5	10/19/2009	3411	Federal Grant Reimbursement	16,219		Full Time DWI Unit grant - Salary reimb (Oct - Dec) and purchase of 3 radar antennas	
		91300	Equipment	3,591			

PURE

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

10/21/09

REQUEST  
DATE

5074

VENDOR  
NO.

Applied Concepts Inc.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE

ZIP

### BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.  
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

- Not Subject To Bidding (select appropriate response below):
- Utility
  - Employee Travel/Meal Reimb
  - Training (registration/conf fees)
  - Dues
  - Pub/Subscription/Transcript Copies
  - Refund of Fees Previously Paid to County
  - Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
  - Intergovernmental Agreement
  - Not Susceptible to Bidding for Other Reasons (Explain):
  - Mandatory Payment to Other Govt
  - Court Case Travel/Meal Reimb
  - Tool and Uniform Reimb
  - Inmate Housing
  - Remit Payroll Withheld
  - Agency Fund Dist (dept #s 7XXX)

#90-123110SS

(Enter Applicable Bid / Sole Source / Emergency Number)

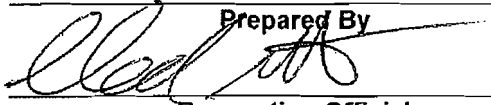
Ship to Department # 1251

Bill to Department # 1251

Department				Account				Item Description	Qty	Unit Price	Amount
1	2	5	1	9	1	3	0 0	Antenna Tall Deck Mount: 200-0245-00	3	29.00	87.00
1	2	5	1	9	1	3	0 0	CAN/VSS Cable	3	79.00	237.00
1	2	5	1	9	1	3	0 0	CSR KA Antenna	3	1000.00	3000.00
1	2	5	1	9	1	3	0 0	Stalker II Rear Ant Cable	3	79.00	237.00
1	2	5	1	9	1	3	0 0	Freight	1	30.00	30.00
								<b>TOTAL</b>			<b>\$3591.00</b>

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Melinda Bobbitt



Prepared By

Requesting Official

10/28/09

Auditor Approval

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: October 21, 2009  
RE: Sole Source Purchase – 90-123110SS – Stalker Radar Equipment

The Sheriff Department requests permission to utilize Applied Concepts Inc. of Plano, Texas as a sole source vendor to purchase Stalker Radar Equipment. Applied Concepts has provided documentation that they are the sole source provider for this equipment. This intent to make a sole source purchase was advertised in the October 23, 2009 Missourian.

The equipment for \$3,591.00 will be purchased from department 1251 - Sheriff, account 91300 – Machinery & Equipment.

Attached is the sole source request form for signature submitted by the Sheriff Department.

ATT Sole Source Request  
Purchase Requisition

cc: Captain Martin, Sheriff Dept.  
Bid File

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

<b>Originating Office</b>	Boone County Sheriff's Department
<b>Person Requesting</b>	Sgt. Brian S. Leer
<b>Date Requested</b>	10/14/2009
<b>Contact Phone Number</b>	573-228-4082

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL:

Melinda Bobbitt  
Signature

10-21-09  
Date

SOLE SOURCE NUMBER: 90-12311055  
(Assigned by Purchasing)

COMMISSION APPROVAL:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Expiration Date: 20 through 20 One Time Purchase (check)

<b>Vendor Name</b>	Applied Concepts, INC – Stalker Radar
<b>Vendor Address</b>	2609 Technology Drive Plano, TX 75074-7467
<b>Vendor Phone and Fax</b>	Phone – 1-800-782-5537 FAX- 972-398-3781
<b>Product Description</b>	3 of the following: (Rear KA Band Antenna, Antenna Tall Deck Mount, CAN/VSS Cable, Stalker II Rear Antenna Cable)
<b>Estimated Cost</b>	\$3,591.00
<b>Department/Account Number(s) Invoices Will Be Paid</b>	1251 / 91300

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
  - Only Known Source-Similar equipment or material not available from another vendor
  - Equipment or materials must be compatible with existing Equipment
  - Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease
  - Medical device or supply specified by physician

- Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
  - Other - List (attach additional sheets if necessary)
- 

2. Briefly describe the commodity/material you are requesting and its function.

**We are wishing to purchase rear RADAR antennas for three of our current Stalker II MDR RADAR units. We also wish to purchase the mounts and cables for the rear antennas as well as a CAN/VSS cable, which allows the Stalker Radar units operate better.**

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.

**According to Stalker RADAR (Applied Concepts Inc.), they are the sole source for Stalker RADAR equipment. Since the existing equipment we are adding to is Stalker RADAR equipment, any other similar equipment from other manufacturers would not be compatible.**

4. What research has been done to verify this vendor as the only known source?

**I have spoken to representatives from Stalker RADAR (Applied Concepts) and I have obtained a sole source letter from them. The letter advises their Stalker II MDR RADAR equipment can only be purchased through Applied Concepts, INC or one of their Factory Direct Representatives (Factory Direct Representatives are employed by Applied Concepts) and they do not sell through distributors or re-sellers.**

5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?

- Yes (please attach a list of known sources)
- No

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.

**Yes. The existing equipment we are adding to is Stalker RADAR equipment. Any other similar equipment from other manufacturers would not be compatible with our existing Stalker II MDR RADAR equipment.**

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?

**At this time, there are no future anticipated purchases for upgrades/additions or supplies for the equipment we are wishing to purchase at this time.**

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).

**The original purchase of the Stalker II MDR RADAR units was purchased using a competitive bid. (Bid # 29-24APR07) We have not made any other sole source purchases for additional related equipment related to the Stalker II MDR RADAR units. The previous purchase order number for the original purchase of the Stalker II MDR RADAR units was 2007000239.**

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)  
Please provide document numbers.

**We have not purchased this equipment in the past.**

10. What are the consequences of not securing this specific commodity/material?

**We were awarded grant money to purchase this equipment. If we do not purchase the equipment, we will be unable to have rear antennas in these patrol vehicles without buying much more costly equipment to replace the existing Stalker II MDR RADAR units.**

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

**See attached sheets.**

11. 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?

**At this time, it is a one time purchase. We do have more than 3 Stalker II MDR RADAR units, but currently we are not wanting to add the rear antennas to any more than 3 of them.**



# Quotation

applied concepts, inc.

2609 Technology Dr.  
Plano, TX 75074  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1 Rev 2  
Date: 10/08/09  
Acct Rep: Jim Fink  
214-399-0430

Quote #: 53318      Effective From: 10/08/09      Valid Through: 01/04/10

Customer Bill-To Address		Acct # 011170	Customer Ship-To Address	
Boone Co Sheriff's Dept	ATTN:		Boone Co Sheriff's Dept	ATTN:
2121 County Dr			2121 County Dr	Deputy
	Accounts Payable		Columbia, MO 65202	Brian Leer
Columbia, MO 65202	573-875-1111			573-875-1111

Line	Qty	Part Number	Description	Price	Ext Price
1	3	200-0245-00	Antenna Tall Deck Mount	\$29.00	\$87.00
2	3	155-2286-00	CAN/VSS Cable	\$79.00	\$237.00
3	3	200-0326-10	DSR KA Antenna	\$1,000.00	\$3,000.00
4	3	155-2248-16	Stalker II Rear Ant Cable	\$79.00	\$237.00

Pmnt Terms: Customer sale, Domestic <b>Lead Time is 10 days ARO.</b>	Product	3,561.00	Sub-Total:	3,561.00
	Discount 0.00%	0.00	Sales Tax 0.00%	0.00
	Trade-in: 0	0.00	Freight:	30.00
	<b>Total:</b>			<b>3,591.00</b>

Quote: Rear Antenna, Mount, VSS/CAN Cable & Antenna Cable for Stalker II radar.



To Whom It May Concern:

This is to certify that Applied Concepts, Inc., a certified ISO 9000 company, is the manufacturer of the Ka-Band, **Stalker II MDR** Moving/Stationary, hand-held, direction-sensing radar which can be purchased through Applied Concepts, Inc., or one of our Factory Direct Representatives. In the United States, Applied Concepts, Inc. does not sell through distributors or re-sellers.

1. **One-piece design with Moving/Stationary operation with:**
  - Cordless Infra-Red remote control
  - Sealed waterproof design
  - Self contained rechargeable Lithium Ion (Li-Ion) battery handle
  - Built-in battery charger and stand alone battery charging platform provided
2. **Direction-Sensing Technology - (patented technology)**
  - Officer may select direction of control in Stationary operation
  - Automatic same direction technology in Moving operation
3. **Stationary Direction Control □ (patented technology)**
  - Officer selectable for approach only, away traffic only or standard stationary operation
4. **Target Direction Arrows □ (exclusive feature)**
  - Both of the speed windows (strongest and faster) have target direction arrows
5. **Automatic Same Direction and Faster Same Direction Technology - (patented technology)**
  - Allows officer to observe same direction targets without having to toggle between faster or slower modes - no buttons to press
6. **Strongest and Faster Targets displayed simultaneously - (patented technology)**
  - Radar will display both the Strongest and Faster targets at the same time
7. **Fail Safe Mode - (exclusive feature)**
  - Upon power to the unit and every 14 minutes and upon pushing the test button, a complete internal accuracy check takes place - pass or failure in audible and/or visual display
8. **Vehicle Speed Sensing (VSS) □** allows the Stalker II MDR to be connected to the speed sensor unit of a car, enabling the radar to analyze both the pulses from the patrol vehicle and the true Doppler patrol speed from the radar. The Stalker II MDR then compares the Doppler signal acquired by the antenna with the signal analyzed from the

**applied concepts, inc.**

2609 Technology Drive • Plano • TX • 75074-7467 Fax 972-398-3781  
006-0409-00revA

03/28/2008





vehicle's speed sensor unit, to verify the correct speed in the Patrol speed window. The VSS signal is not used for Patrol speed.

No other radar product can meet the standards and specifications of the **Stalker II MDR** Moving/Stationary hand-held, directional radar.

Respectfully Submitted,  
*Robert Gratz*, Vice President of Sales

**applied concepts, inc.**

2609 Technology Drive • Plano • TX • 75074-7467 Fax 972-398-3781

006-0409-00revA

03/28/2008

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director of Purchasing



601 E. Walnut-Rm 209  
Columbia, MO 65201  
Phone (573) 886-4391  
Fax (573) 886-4390

---

**To:** Susan Richison (884-0003)  
twitchells@missouri.edu

**From:** Melinda Bobbitt, Director of Purchasing

**RE:** Advertisement for Sole Source Purchase

**Date:** October 21, 2009

**The following is a sole source purchase advertisement. Please call if you have any questions.**

## NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

### **Stalker Radar Equipment from Applied Concepts, Inc.**

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on Thursday, October 29, 2009**. Boone County Purchasing Department, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

Information is available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).

Melinda Bobbitt, CPPB  
Director, Boone County Purchasing

Insertion date: Friday, October 23, 2009  
COLUMBIA MISSOURIAN

Page : 1 of 1 10/21/2009 12:00:27

Order Number : 30966853  
PO Number :  
Customer : L8864390 Boone Co. Purchasing  
Contact :  
Address1 : 601 E. Walnut, Room 205  
Address2 :  
City St Zip : Columbia MO 65201  
Phone : (573) 886-4392  
Fax : (573) 886-4390  
Credit Card :  
Printed By : Richison, Susan  
Entered By : Richison, Susan

Keywords : Stalker Radar Equipment from Applied Concepts, Inc  
Notes :  
Zones :

Ad Number : 30977142  
Ad Key : 30966853  
Salesperson : 67 - Legal Acct  
Publication : Columbia Missourian  
Section : Classified Section  
Sub Section : Classified Section  
Category : Legal Notices 1300  
Dates Run : 10/23/2009-10/23/2009  
Days : 1  
Size : 1 x 2.80, 28 lines  
Words : 139  
Ad Rate : Open  
Ad Price : 18.20  
Amount Paid : 0.00  
Amount Due : 18.20

**NOTICE OF INTENT TO MAKE SINGLE  
FEASIBLE SOURCE PURCHASE**

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

Stalker Radar Equipment from Applied Concepts, Inc.

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Information is available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Melinda Bobbitt, CPPB  
Director, Boone County Purchasing  
Insertion date: Friday, October 23, 2009

PURC

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

10/21/09

REQUEST  
DATE

5074

VENDOR  
NO.

Applied Concepts Inc.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE

ZIP

### BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.  
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

#### Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#90-123110SS

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 1251

Bill to Department # 1251

Department				Account				Item Description	Qty	Unit Price	Amount
1	2	5	1	9	1	3	0 0	Antenna Tall Deck Mount: 200-0245-00	3	29.00	87.00
1	2	5	1	9	1	3	0 0	CAN/VSS Cable	3	79.00	237.00
1	2	5	1	9	1	3	0 0	CSR KA Antenna	3	1000.00	3000.00
1	2	5	1	9	1	3	0 0	Stalker II Rear Ant Cable	3	79.00	237.00
1	2	5	1	9	1	3	0 0	Freight	1	30.00	30.00
								<b>TOTAL</b>			<b>\$3591.00</b>

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Melinda Bobbitt

Prepared By

  
Requesting Official

cg 10/28/09

Auditor Approval

539-2009

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 17<sup>th</sup> day of November 20 09

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

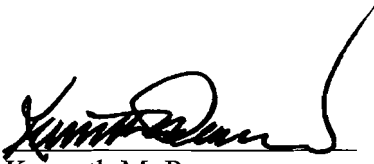
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase revenue for HVM Traffic grant, and increase budget for administrative services (dispatch services) approved for October through December:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1251	03411	Sheriff's Department	Fed. Grant Reimb		4,320.00
1251	71104	Sheriff's Department	Administrative services		864.00

Done this 17<sup>th</sup> day of November, 2009.

ATTEST:

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

  
Kenneth M. Pearson  
Presiding Commissioner

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

**BOONE COUNTY, MISSOURI**  
RECEIVED

539-2009

10-28-09  
EFFECTIVE DATE

OCT 28 2009

FOR AUDITORS USE

Department				Account					Department Name		Account Name		BOONE COUNTY AUDITOR	
													(Use whole \$ amounts)	
											Decrease	Increase		
1	2	5	1	0	3	4	1	1	Sheriff's Dept.	Fed Grant Reimb		4,320.00		
1	2	5	1	7	1	1	0	4	Sheriff's Dept.	Admin. services		864.00		

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): Increase revenue for HMV traffic grant, and increase budget for administrative services (dispatch services) approved for Oct. - December.

*Class 1 expenses were included at the beginning of the year. Therefore no amendment is needed.*

  
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: AGENDA

  
Auditor's Office

  
PRESIDING COMMISSIONER

*absent*  
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.

Budget Year 2010  
Department 1251 SHERIFF  
Account 3411 FEDERAL GRANT REIMBURSE

Description Qty Amount  
HAZARDOUS MOVING VIOLATION GRANT 1/1/10-9/30/10 12,960  
Total

Notes

OPERATION SLOWDOWN: REIMBURSE OFFICER & JCIC DISPATCHER OVERTIME TO WORK HMV TRAFFIC ENFORCEMENT.

-----

GRANT AWARD FOR PERIOD 10/1/09-9/30/10:

	OFFICER	DISPATCHER	TOTAL
<u>TOTAL</u>	<u>13,824</u>	<u>3,456</u>	<u>17,280</u>
<u>X 9/12 MOS</u>	<u>.75</u>	<u>.75</u>	<u>.75</u>
<u>= FY2010 AMT</u>	<u>10,368</u>	<u>2,592</u>	<u>12,960</u>
<u>DISPATCHER OT REIMB RECEIPTED TO THIS ACCT.</u>			
<u>PD TO CITY OF COLUMBIA FROM 1251-71104 ADMIN SERV.</u>			

More...

F2=Key Scr F3=Exit F12=Return

13,824	3,456	17,280
- 10,368	- 2,592	- 12,960
3456	864	4,320

1251-71104 # 864

Missouri  
Department  
of Transportation



Highway Safety Division  
P.O. Box 270  
2211 St. Mary's Blvd.  
Jefferson City, MO 65102  
573-751-4161 or  
1-800-800-BELT  
573-634-5977

Pete K. Rahn, Director

August 18, 2009

Sheriff Dwayne Carey  
Boone County Sheriff's Dept.  
2121 County Dr.  
Columbia, MO 65202

**COPY**

Dear Sheriff Carey:

Enclosed is a contract between the Highway Safety Division and the Boone County Sheriff's Dept. for a Hazardous Moving Violation project.

The project obligates \$17,280.00 in federal funds for the period October 01, 2009 through September 30, 2010. All expenditures should be claimed against project #10-PT-02-79.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. After signing, please return all pages of the contract to the Highway Safety Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Chris Luebbert, Intermediate System Management Specialist at 573-751-5434. We look forward to working with you and your staff.

Sincerely,

Leanna Depue, Ph.D.  
Director

Enclosure



## CONTRACT

Form HS-1

Creation Date: 07/27/2009

Missouri Department of Transportation  
 Highway Safety Division  
 P.O. Box 270  
 2211 St. Mary's Blvd.  
 Jefferson City, MO 65102  
 Phone: 573-751-4161  
 Fax: 573-634-5977

Project Title: Hazardous Moving Violation  
 Project Number: 10-PT-02-79  
 Program Area: Police Traffic Services  
 Funding Source: 402 / 20.600

Name of Grantee  
 Boone County Sheriff's Dept.

Type of Project: Initial  
 Started: 10/01/2009

Grantee County  
 Boone

Federal Funds Benefiting

State: \_\_\_\_\_  
 Local: \_\_\_\_\_ \$17,280.00  
 Total: \_\_\_\_\_ \$17,280.00

Grantee Address  
 2121 County Dr.  
 Columbia, MO 65202

Source of Funds

Federal: \_\_\_\_\_ \$17,280.00  
 State: \_\_\_\_\_  
 Local: \_\_\_\_\_ \$0.00  
 Total: \_\_\_\_\_ \$17,280.00

Telephone  
 573-875-1111

Fax  
 573-874-8953

Contract Period

Effective: 10/01/2009  
 Through: 09/30/2010

Posted to Obligation Control

HS USE ONLY

Prepared By  
 Luebbert, Chris

Sheriff Dwayne Carey	07/27/2009
Authorizing Official	Date
Brian Leer	9/04/2009
Project Director	Date
Leanna Depue, Ph.D.	Effective Date
Highway Safety Director	Effective Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the total obligated amount of \$17,280.00 ; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

CONTRACT CONDITIONS - PAGE 2

IN ORDER TO RECEIVE FEDERAL FUNDING, THE GRANTEE/ CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. **RELATIONSHIP:** The relationship of the Grantee/Contractor to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee/Contractor shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC.

II. **EQUIPMENT**

A. **PROCUREMENT:** Grantees may use their own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000.00 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Grantees shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the grantee must have written approval from the MHTC prior to the purchase of other than the low bid.
6. Grantees will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

B. **DISPOSITION:** The Grantee shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract.

C. **REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the grantee's previous twelve months authorized strength.

III. **FISCAL RESPONSIBILITY**

A. **MAINTENANCE OF RECORDS:** The Grantee/Contractor agrees that Highway Safety, the National Highway Traffic Safety Administration, the Federal Highway Administration and/or any Federal audit agency with jurisdiction over this program, the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Grantee/Contractor pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

B. **REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Grantee/Contractor for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Grantee/Contractor, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the contracting official. **Vouchers received by the MHTC after the tenth day of each month cannot be processed until the following month. Final payment is contingent upon receipt of final voucher. AUDITS:** Grantee/Contractor will be responsible for the required supporting documentation no later than 30 days after the closing date of the contract.

C. **FINANCIAL AND COMPLIANCE AUDIT:** The audit should be performed within two years of the final financial transaction of this contract, as required by OMB Circular A-133. Failure to furnish an acceptable audit may be basis for refunding federal funds. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection by representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

IV. **TERMINATION:** If, through any cause, the Grantee/Contractor shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee/Contractor shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Grantee/Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Grantee/Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee/Contractor or its subcontractor under the provisions of this contract. The Grantee/Contractor and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

V. **STATUTORY REQUIREMENTS**

A. **COMPLIANCE:** The Grantee/Contractor agency must comply with the following Statutes or Rules:

1. *Peace Officer Standards and Training Certification* (P.O.S.T.) RSMo 590.100-590.180-DPS certification of peace officers
2. *Statewide Traffic Analysis Reporting (STARS)* RSMo 43.250-Law enforcement agency to file accident report with MSHP
3. *Nondiscrimination-CFR Chapter 50-Prohibits discrimination on the basis of race, color, religion, sex or national origin including DBE and Segregated Facilities* (meets or exceeds federal requirement on page 2)
4. *Uniform Crime Reporting* RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS
5. *Racial Profiling* RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year
6. *Hatch Act-5* United States Code Sections 1501-1508-Employees who are paid in whole or in part with federal funds are prohibited from participating in certain partisan political activities including, but not limited to, being candidates for elective office

B. **ENACTMENT AND ENFORCEMENT:** Agencies are encouraged to adopt, if possible, local ordinances as follows:

1. *Model Traffic Ordinance*-RSMo 300.00-Rules governing traffic administration and regulation
2. *Child Restraints*-RSMo 307.179-Passenger restraint system required for children under four (Primary Offense)
3. *Seat Belts*-RSMo 307.17B-Seat belts required for passenger cars (modifications to state statute in 1997)
4. *Open Container*-A model ordinance prohibiting the possession of an open container of alcoholic beverages in a motor vehicle.

C. **VEHICLE PURSUITS:** Agencies are strongly encouraged to adopt and follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

VI. **PRODUCTION & DEVELOPMENT COSTS:** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval, prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute

CONTRACT CONDITIONS - PAGE 3

- VII. **INDEMNIFICATION:** The Grantee shall defend, indemnify and hold harmless the MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's performance of its obligations under this Agreement.
- VIII. **AMENDMENTS:** Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Grantee and the MHTC.
- IX. **COMMISSION (MHTC) REPRESENTATIVE:** The Missouri Department of Transportation Highway Safety Division is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.
- X. **ASSIGNMENT:** The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.
- XI. **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XII. **VENUE:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XIII. **SECTION HEADINGS:** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XIV. **SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Grantee.

The Missouri Highways and Transportation Commission (contractor) hereby agrees that it will incorporate into any contract, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee (exceeding \$10,000) the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post, in conspicuous places available to all employees and applicants for employment, the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Missouri Department of Transportation, MHTC advising the said labor union or workers' representative of the contractor's commitments under this nondiscrimination provision.

- d. The contractor will comply will all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration, National Highway Traffic Safety Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of this nondiscrimination provision in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Missouri Department of Transportation, MHTC or the Federal Highway Administration and National Highway Traffic Safety Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**DBE REQUIREMENTS**

All recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts.

If, as a condition of assistance, the MHTC has submitted and the Department has approved a minority business enterprise affirmative action program, which the MHTC agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future Department of Transportation financial assistance.

**NONSEGREGATED FACILITIES**

(Applicable to contracts over \$10,000) All grantees/contractors and their subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**TRAINING CONTRACTS**

Agencies offering the MHTC-funded courses are to adhere to the following standard elements required for training contracts.

- 1) A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The scheduled should include: Title of Course; Date(s); Time; Exact Location; and Agenda or Syllabus. Any changes to the course schedule must have prior approval from the MHTC.
- 2) Evaluation will be a 2-step process to include:
  - 1) **Student Evaluation of the training**
    - a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation, training facility/location; and worth of the training.
    - b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.

**CONTRACT CONDITIONS - PAGE 4**

- 1) **Instructor evaluation** of the students' comprehension and understanding of the material presented.
- 3) The grantee must provide a **sign-up sheet** for every class-a typed list of everyone who registered is **not acceptable**. The sign-up sheet must capture the following information:
  - Title of the Class
  - Date(s) and Location of Class
  - Name of Attendees
  - Business address, telephone number and/or email address of each attendee
- 4) Every effort should be made to enroll a minimum of fifteen (15) students per class.
- 5) Copies of the Student Evaluations, Instructor Evaluations, Number of Students Enrolled/Number of Students Attending, and Participant Sign-up Sheets must be submitted to MHTC not later than 30 days after the training has been conducted.

**FOLLOWING CONDITIONS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:**

**PROBLEM IDENTIFICATION**

Agency must develop a selected traffic enforcement plan by evaluating crash data. This will be done on a quarterly, monthly or weekly basis to determine the top ten (10) high traffic crash locations, to include: day of week, time of day, and causation factors. Using this plan, agency will conduct enforcement targeting offenders committing hazardous moving violations to include DWI checkpoint enforcement (emphasis will also be placed on occupant restraint enforcement).

**PROJECT ACTIVITIES**

- Enforcement activities by the agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.
- High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three contacts per hour when conducting an enforcement project.
- Agency will report monthly enforcement activities to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
- Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket Campaign, Impaired Driving Crackdown, Operation Safe Teen, quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: [www.modot.mo.gov/safety](http://www.modot.mo.gov/safety).

**PARTNERSHIPS**

Agency is strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. **Agencies located within the metropolitan areas of St. Louis or Kansas City must participate in Operation Impact.**

**ALLOWABLE COSTS**

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. Overtime reimbursement rates:

- Patrol-to be calculated at 1.5 times the officer's actual rate of pay;
- Supervisors-to be calculated at 1.5 times the actual rate of pay not to exceed 1.5 times the rate of the highest-level sergeant or lieutenant (equivalent supervisor)
- Officers working more than 8 hours of overtime in one day require approval from MHTC.

Agencies funded may also utilize funds for any corridor enforcement project, Operation Impact, work zone enforcement, Click It or Ticket Campaign, Impaired Driving Crackdown, or any other national or state mobilization efforts in conjunction with or at the direction of the Highway Safety Division.

Exceptions may be made with prior written permission of the MHTC.

**DRUNK DRIVING ENFORCEMENT PROJECTS**

All DWI cases must be filed in state court if a municipality has a non-attorney judge. Any offender arrested with a prior alcohol-related conviction must also be filed in state court for enhancement purposes.

**SOBRIETY CHECKPOINTS**

The MHTC will fund enforcement agencies, on an overtime basis, to conduct MHTC sobriety checkpoints in accordance with standards developed for this purpose. Funding eligibility and conditions are herein set forth along with allowable costs for reimbursement. Enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest to enhance the actual risk of arrest.

- 1) Enforcement time at a minimum will be at least one night per month with a minimum of five checkpoints per contract period. Sobriety checkpoints should be operated within the hours of 10:00 p.m. to 3:00 a.m.; however, hours may be flexible upon request of agency and approval by MHTC project coordinator.
- 2) Advise the MHTC project coordinator, in advance, of enforcement date changes made to the original proposal.
- 3) If not already provided, roadways selected for sobriety checkpoints must be submitted to MHTC. Actual enforcement locations will be left to the discretion of local authorities based upon their judgment.
- 4) Activity Reports and Supervisory Logs must be submitted with reimbursement vouchers. Failure to comply may result in nonpayment for the enforcement period.
- 5) Enforcement activity should be on a Friday or Saturday night or holidays. Other nights may be approved in advance by the MHTC project coordinator based upon special events or activities, or as stated in goals and objectives of this contract.
- 6) Publicity surrounding a checkpoint provides the greatest deterrent. A news release the week prior to the event and a follow-up the week after is required. A spokesperson should be designated to explain procedures to media or others attending the checkpoint.
- 7) If the agency has an in-car video camera, it should be used at all sobriety checkpoints to videotape the sobriety checkpoint setup, its operation, and all subjects given the field sobriety tests. Tapes and/or electronic recordings shall be used as evidence in court proceedings

**FUNDING ORIGINATION AND AUDIT INFORMATION**

The National Highway Traffic Safety Administration (NHTSA) funds the following program areas:

Section	CFDA#	Program Title
402	20.600	State and Community Highway Safety Programs
410	20.601	Alcohol-Impaired Driving Prevention Programs
154	20.607	Alcohol Open Container Requirements
408	20.610	State Traffic Safety Information System Improvement Grant
1906	20.611	Grant Program to Prohibit Racial Profiling
2010	20.612	Motorcyclist Safety Grant
2011	20.613	Child Safety and Child Booster Seats Incentive Grant

## PROBLEM IDENTIFICATION

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

From 2005-2007, there were 1,519 fatalities resulting from aggressive drivers. Of those fatalities, 39.2% resulted from exceeding the speed limit, 56.6% resulted from driving too fast for conditions, and 4.2% from following too close. Also, during the same time frame there were 834 people killed and 4,090 were seriously injured from impaired driving.



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## GOALS/OBJECTIVES

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**Goal:**

Local law enforcement efforts contribute toward an overall 2% reduction in fatalities and disabling injuries attributable to hazardous driving crashes. The reduction will be measured in comparison to the previous 3-year total (2005-2007 = 10,628) of aggressive driving crashes consisting of speeding, following too closely, and driving too fast for conditions. In addition, focus will be placed on other hazardous driving crashes occurring from red-light running, improper lane changes, and failure to yield.

**Objective:**

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

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## PROJECT DESCRIPTION

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Operation Slow Down is the Boone County Sheriff Department's Hazardous Moving Violation Enforcement program. This program has been in place for the last several years. The enforcement periods are twice monthly throughout the entire year. Four deputies will be assigned to each enforcement period from 3:00 PM to 7:00 PM. The enforcement activities will be conducted on public roadways in Boone County.

*BT*

**SUPPLEMENTAL INFORMATION**

**Answer**

**Question**

You must answer the following questions:

1 Does your agency have an internal safety belt policy for all personnel? Yes

2 Does your agency report racial profiling data annually? Yes

3 Does your agency report to STARS? Yes

4 Does your agency report UCR information annually? Yes

5 Please explain any NO answer(s) to questions 1-4:

Please use the most current 12-months of data available for answering questions 6-19

6 Total number of DWI violations written. 192

7 Total number of speeding violations written. 734

8 Total number of HMV violations written. 1323

9 Total number of child safety/booster seat violations written. 36

10 Total number of safety belt violations written. 190

11 Total number of traffic crashes. 148

12 Total number of traffic crashes resulting in a fatality. 2

13 Total number of traffic crashes resulting in an injury. 61

14 Total number of speed-related traffic crashes. 46

15 Total number of speed-related traffic crashes resulting in a fatality. 1

16 Total number of speed-related traffic crashes resulting in an injury. 26

17 Total number of alcohol-related traffic crashes. 16

18 Total number of alcohol-related traffic crashes resulting in a fatality. 1

19 Total number of alcohol-related traffic crashes resulting in an injury. 9

20 Total number of commissioned law enforcement officers. 72

21 Total number of commissioned patrol and traffic officers. 41

44



22	Total number of commissioned law enforcement officers available for overtime enforcement.	41
23	Total number of vehicles available for enforcement.	46
24	Total number of radars/lasers.	37
25	Total number of in-car video cameras.	42
26	Total number of PBT's.	21
27	Total number of Breathalyzers.	2

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

28 Identify the primary enforcement locations.

Roadways throughout Boone County

29 Enter the months in which enforcement will be conducted.

All months

30 Enter the number of enforcement periods your agency will conduct each month. 2

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

Monday through Friday

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

3:00 PM - 7:00 PM

33 Enter the number of officers assigned during the enforcement period. 4

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

Up to 5% of your total expended funding may be used for vehicle maintenance, gas, or administrative costs in support of this grant.

Funds for this project may also be used during any national, state or special enforcement effort (e.g. Click it or Tickle, You Drink and Drive, You Lose).

35 Do you wish the option to use 5% funds for administrative costs? No

## PROJECT EVALUATION

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The Missouri Highways and Transportation Commission (MHTC) will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation equipment use and frequency of use)
  - Other (any other information or material that supports the Objectives)
5. The project will be evaluated by the Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

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

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

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## ADDITIONAL FUNDING SOURCES

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FY2007 JAG, \$21,953.60 went to BCSD (32,930.40 went to CPD), 10/1/06 - 9/30/2010

FY2008 Edward Byrne Memorial Justice Assistance Grant (JAG) program, \$9108.50 went to BCSD (\$9108.50 went to CPD), 10/1/07 - 9/30/2011

FY2009 Missouri Department of Public Safety Internet Crimes Grant, \$146,997.93,  
06/01/2009 - 05/31/2010

FY2009 Missouri Department of Public Safety Domestic Violence Enforcement Grant, \$25,267.47, 01/01/2009 - 12/31/2009

**BUDGET PROPOSAL**

Category		Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
					\$0.00	\$0.00	\$0.00
Personnel							
	Overtime and Fringe	Deputy Overtime	384.00	\$36.00	\$13,824.00	\$0.00	\$13,824.00
	Overtime and Fringe	Dispatcher Overtime	96.00	\$36.00	\$3,456.00	\$0.00	\$3,456.00
					\$17,280.00	\$0.00	\$17,280.00
<b>Total Contract</b>					<b>\$17,280.00</b>	<b>\$0.00</b>	<b>\$17,280.00</b>

AV

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## ATTACHMENTS

---

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	County Authorization Form	-1001CountyAuthorization	05/09/2009

540-2009

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 17<sup>th</sup> day of November 20 09

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

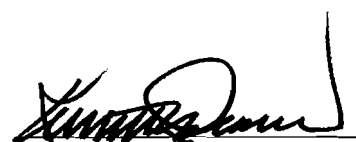
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase revenue for the Compliance Traffic grant:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1251	03411	Sheriff's Department	Fed. Grant Reimb		360.00

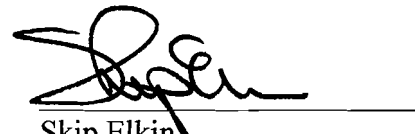
Done this 17<sup>th</sup> day of November, 2009.

ATTEST:

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

  
Kenneth M. Pearson  
Presiding Commissioner

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI RECEIVED

*540-2609*

10-28-09

**EFFECTIVE DATE**

OCT 28 2009

**FOR AUDITORS USE**

Department				Account					Department Name		BOONE COUNTY AUDITOR		(Use whole \$ amounts)	
											Account Name		Decrease	Increase
1	2	5	1	0	3	4	1	1	Sheriff's Dept.	Fed Grant Reimb		360.00		

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): Increase revenue for COMPLIANCE traffic grant.

*Remimburses deputy overtime which was already included in class 1 budget.*



**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:

*AGENDA*

*Cg*  
\_\_\_\_\_  
Auditor's Office

*[Signature]*  
\_\_\_\_\_  
PRESIDING COMMISSIONER

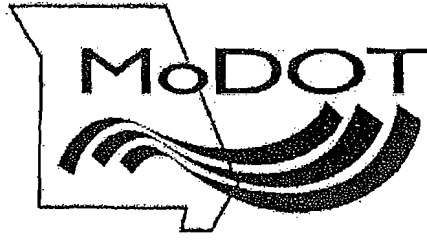
*absent*  
\_\_\_\_\_  
DISTRICT I COMMISSIONER

*[Signature]*  
\_\_\_\_\_  
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.

Missouri  
Department  
of Transportation



Highway Safety Division  
P.O. Box 270  
2211 St. Mary's Blvd.  
Jefferson City, MO 65102  
573-751-4161 or  
1-800-800-BELT  
573-634-5977

Pete K. Rahn, Director

August 18, 2009

Sheriff Dwayne Carey  
Boone County Sheriff's Dept.  
2121 County Dr.  
Columbia, MO 65202

**COPY**

Dear Sheriff Carey:

Enclosed is a contract between the Highway Safety Division and the Boone County Sheriff's Dept. for a Boone County Compliance Operation project.

The project obligates \$1,440.00 in federal funds for the period October 01, 2009 through September 30, 2010. All expenditures should be claimed against project #10-154-AL-64.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. After signing, please return all pages of the contract to the Highway Safety Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Chris Luebbert, Intermediate System Management Specialist at 573-751-5434. We look forward to working with you and your staff.

Sincerely,

Leanna Depue, Ph.D.  
Director

Enclosure





## CONTRACT

Form HS-1

Creation Date: 07/27/2009

**Missouri Department of Transportation**  
**Highway Safety Division**  
 P.O. Box 270  
 2211 St. Mary's Blvd.  
 Jefferson City, MO 65102  
**Phone:** 573-751-4161  
**Fax:** 573-634-5977

**Project Title:** Boone County Compliance Operation  
**Project Number:** 10-154-AL-64  
**Program Area:** 154 Alcohol Project  
**Funding Source:** 154 AL / 20.607

**Name of Grantee**  
 Boone County Sheriff's Dept.

**Type of Project:** Initial  
**Started:** 10/01/2009

**Grantee County**  
 Boone

Federal Funds Benefiting  
COPY

<b>State:</b>	
<b>Local:</b>	\$1,440.00
<b>Total:</b>	\$1,440.00

**Grantee Address**  
 2121 County Dr.  
 Columbia, MO 65202

**Source of Funds**

<b>Federal:</b>	\$1,440.00
<b>State:</b>	
<b>Local:</b>	\$0.00
<b>Total:</b>	\$1,440.00

**Telephone**  
 573-875-1111

**Fax**  
 573-874-8953

**Contract Period**

**Effective:** 10/01/2009  
**Through:** 09/30/2010

**Posted to Obligation Control**



HS USE ONLY

**Prepared By**  
 Luebbert, Chris

**Sheriff Dwayne Carey**  
 Authorizing Official

07/27/2009  
 Date

**Brian Lees**  
 Project Director

9/27/2009  
 Date

**Leanna Depue, Ph.D.**  
 Highway Safety Director

Effective Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the total obligated amount of \$1,440.00 ; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

Budget Year 2010

Department 1251 SHERIFF

Account 3411 FEDERAL GRANT REIMBURSE

Description

Qty

Amount

COMPLIANCE OPERATION 1/1/10-9/30/10

Total

1,080

Notes

REIMBURSE DEPUTY OVERTIME TO WORK COMPLIANCE  
OPERATIONS.

GRANT AWARDED FOR 10/01/09 - 09/30/10

DEPUTY OVERTIME 1,440

X9/12 MOS .75

= FY2010 AMT 1,080

More...

F2=Key Scr F3=Exit F12=Return

## CONTRACT CONDITIONS - PAGE 2

IN ORDER TO RECEIVE FEDERAL FUNDING, THE GRANTEE/ CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. **RELATIONSHIP:** The relationship of the Grantee/Contractor to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee/Contractor shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC.

### II. EQUIPMENT

A. **PROCUREMENT:** Grantees may use their own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000.00 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Grantees shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the grantee must have written approval from the MHTC prior to the purchase of other than the low bid.
6. Grantees will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

B. **DISPOSITION:** The Grantee shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract.

C. **REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the grantee's previous twelve months authorized strength.

### III. FISCAL RESPONSIBILITY

A. **MAINTENANCE OF RECORDS:** The Grantee/Contractor agrees that Highway Safety, the National Highway Traffic Safety Administration, the Federal Highway Administration and/or any Federal audit agency with jurisdiction over this program, the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Grantee/Contractor pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

B. **REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Grantee/Contractor for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Grantee/Contractor, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the contracting official. **Vouchers received by the MHTC after the tenth day of each month cannot be processed until the following month. Final payment is contingent upon receipt of final voucher. AUDITS:** Grantee/Contractor will be responsible for the required supporting documentation no later than 30 days after the closing date of the contract.

C. **FINANCIAL AND COMPLIANCE AUDIT:** The audit should be performed within two years of the final financial transaction of this contract, as required by OMB Circular A-133. Failure to furnish an acceptable audit may be basis for refunding federal funds. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection by representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

IV. **TERMINATION:** If, through any cause, the Grantee/Contractor shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee/Contractor shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Grantee/Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Grantee/Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee/Contractor or its subcontractor under the provisions of this contract. The Grantee/Contractor and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

### V. STATUTORY REQUIREMENTS

A. **COMPLIANCE:** The Grantee/Contractor agency must comply with the following Statutes or Rules:

1. *Peace Officer Standards and Training Certification (P.O.S.T.)* RSMo 590.100-590.180-DPS certification of peace officers
2. *Statewide Traffic Analysis Reporting (STARS)* RSMo 43.250-Law enforcement agency to file accident report with MSHP
3. *Nondiscrimination*-CFR Chapter 50-Prohibits discrimination on the basis of race, color, religion, sex or national origin including DBE and Segregated Facilities (meets or exceeds federal requirement on page 2)
4. *Uniform Crime Reporting* RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS
5. *Racial Profiling* RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year
6. *Hatch Act*-5 United States Code Sections 1501-1508-Employees who are paid in whole or in part with federal funds are prohibited from participating in certain partisan political activities including, but not limited to, being candidates for elective office

B. **ENACTMENT AND ENFORCEMENT:** Agencies are encouraged to adopt, if possible, local ordinances as follows:

1. *Model Traffic Ordinance*-RSMo 300.00-Rules governing traffic administration and regulation
2. *Child Restraints*-RSMo 307.179-Passenger restraint system required for children under four (Primary Offense)
3. *Seat Belts*-RSMo 307.178-Seat belts required for passenger cars (modifications to state statute in 1997)
4. *Open Container*-A model ordinance prohibiting the possession of an open container of alcoholic beverages in a motor vehicle.

C. **VEHICLE PURSUITS:** Agencies are strongly encouraged to adopt and follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

VI. **PRODUCTION & DEVELOPMENT COSTS:** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval, prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute

### CONTRACT CONDITIONS - PAGE 3

- VII. **INDEMNIFICATION:** The Grantee shall defend, indemnify and hold harmless the MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's performance of its obligations under this Agreement.
- VIII. **AMENDMENTS:** Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Grantee and the MHTC.
- IX. **COMMISSION (MHTC) REPRESENTATIVE:** The Missouri Department of Transportation Highway Safety Division is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.
- X. **ASSIGNMENT:** The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.
- XI. **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XII. **VENUE:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XIII. **SECTION HEADINGS:** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XIV. **SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Grantee.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration, National Highway Traffic Safety Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of this nondiscrimination provision in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Missouri Department of Transportation, MHTC or the Federal Highway Administration and National Highway Traffic Safety Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

#### DBE REQUIREMENTS

All recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts. If, as a condition of assistance, the MHTC has submitted and the Department has approved a minority business enterprise affirmative action program, which the MHTC agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future Department of Transportation financial assistance.

#### NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) All grantees/contractors and their subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

#### TRAINING CONTRACTS

Agencies offering the MHTC-funded courses are to adhere to the following standard elements required for training contracts.

The Missouri Highways and Transportation Commission (contractor) hereby agrees that it will incorporate into any contract, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee (exceeding \$10,000) the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post, in conspicuous places available to all employees and applicants for employment, the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Missouri Department of Transportation, MHTC advising the said labor union or workers' representative of the contractor's commitments under this nondiscrimination provision.

- 1) A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The scheduled should include: Title of Course; Date(s); Time; Exact Location; and Agenda or Syllabus. Any changes to the course schedule must have prior approval from the MHTC.
- 2) Evaluation will be a 2-step process to include:
- 1) **Student Evaluation of the training**
    - a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation, training facility/location; and worth of the training.
    - b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.

**CONTRACT CONDITIONS - PAGE 4**

- II) Instructor evaluation of the students' comprehension and understanding of the material presented.
- 3) The grantee must provide a sign-up sheet for every class-a typed list of everyone who registered is not acceptable. The sign-up sheet must capture the following information:
  - Title of the Class
  - Date(s) and Location of Class
  - Name of Attendees
  - Business address, telephone number and/or email address of each attendee
- 4) Every effort should be made to enroll a minimum of fifteen (15) students per class.
- 5) Copies of the Student Evaluations, Instructor Evaluations, Number of Students Enrolled/Number of Students Attending, and Participant Sign-up Sheets must be submitted to MHTC not later than 30 days after the training has been conducted.

**FOLLOWING CONDITIONS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:**

**PROBLEM IDENTIFICATION**

Agency must develop a selected traffic enforcement plan by evaluating crash data. This will be done on a quarterly, monthly or weekly basis to determine the top ten (10) high traffic crash locations, to include: day of week, time of day, and causation factors. Using this plan, agency will conduct enforcement targeting offenders committing hazardous moving violations to include DWI checkpoint enforcement (emphasis will also be placed on occupant restraint enforcement).

**PROJECT ACTIVITIES**

- Enforcement activities by the agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.
- High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three contacts per hour when conducting an enforcement project.
- Agency will report monthly enforcement activities to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
- Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket Campaign, Impaired Driving Crackdown, Operation Safe Teen, quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: [www.modot.mo.gov/safety](http://www.modot.mo.gov/safety).

**PARTNERSHIPS**

Agency is strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City must participate in Operation Impact.

**ALLOWABLE COSTS**

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. Overtime reimbursement rates:

- Patrol-to be calculated at 1.5 times the officer's actual rate of pay;
- Supervisors-to be calculated at 1.5 times the actual rate of pay not to exceed 1.5 times the rate of the highest-level sergeant or lieutenant (equivalent supervisor)
- Officers working more than 8 hours of overtime in one day require approval from MHTC.

Agencies funded may also utilize funds for any corridor enforcement project, Operation Impact, work zone enforcement, Click It or Ticket Campaign, Impaired Driving Crackdown, or any other national or state mobilization efforts in conjunction with or at the direction of the Highway Safety Division.

Exceptions may be made with prior written permission of the MHTC.

**DRUNK DRIVING ENFORCEMENT PROJECTS**

All DWI cases must be filed in state court if a municipality has a non-attorney judge. Any offender arrested with a prior alcohol-related conviction must also be filed in state court for enhancement purposes.

**SOBRIETY CHECKPOINTS**

The MHTC will fund enforcement agencies, on an overtime basis, to conduct MHTC sobriety checkpoints in accordance with standards developed for this purpose. Funding eligibility and conditions are herein set forth along with allowable costs for reimbursement. Enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest to enhance the actual risk of arrest.

- 1) Enforcement time at a minimum will be at least one night per month with a minimum of five checkpoints per contract period. Sobriety checkpoints should be operated within the hours of 10:00 p.m. to 3:00 a.m.; however, hours may be flexible upon request of agency and approval by MHTC project coordinator.
- 2) Advise the MHTC project coordinator, in advance, of enforcement date changes made to the original proposal.
- 3) If not already provided, roadways selected for sobriety checkpoints must be submitted to MHTC. Actual enforcement locations will be left to the discretion of local authorities based upon their judgment.
- 4) Activity Reports and Supervisory Logs must be submitted with reimbursement vouchers. Failure to comply may result in nonpayment for the enforcement period.
- 5) Enforcement activity should be on a Friday or Saturday night or holidays. Other nights may be approved in advance by the MHTC project coordinator based upon special events or activities, or as stated in goals and objectives of this contract.
- 6) Publicity surrounding a checkpoint provides the greatest deterrent. A news release the week prior to the event and a follow-up the week after is required. A spokesperson should be designated to explain procedures to media or others attending the checkpoint.
- 7) If the agency has an in-car video camera, it should be used at all sobriety checkpoints to videotape the sobriety checkpoint setup, its operation, and all subjects given the field sobriety tests. Tapes and/or electronic recordings shall be used as evidence in court proceedings

**FUNDING ORIGINATION AND AUDIT INFORMATION**

The National Highway Traffic Safety Administration (NHTSA) funds the following program areas:

Section	CFDA#	Program Title
402	20.600	State and Community Highway Safety Programs
410	20.601	Alcohol-Impaired Driving Prevention Programs
154	20.607	Alcohol Open Container Requirements
408	20.610	State Traffic Safety Information System Improvement Grant
1906	20.611	Grant Program to Prohibit Racial Profiling
2010	20.612	Motorcyclist Safety Grant
2011	20.613	Child Safety and Child Booster Seat Incentive Grant

## PROBLEM IDENTIFICATION

---

Youth make up a significant proportion of impaired drivers of motorized vehicles causing traffic crashes on Missouri roadways. Of the 25,262 impaired drivers who caused traffic crashes during 2005-2007, 14.8% were under the age of 21 (in known cases). This is especially significant when you consider it is illegal for someone under 21 to possess or consume alcohol in Missouri.

In 2005-2007, a total of 709 impaired drivers were involved in crashes where one or more persons were killed. In known cases, 16.3% of these drivers were under the age of 21. A total of 122 persons were killed in traffic crashes involving these young drivers. Of those persons killed, 41.0% were the underage impaired driver and 59.0% were some other party in the crash.

There are three college campuses in the Columbia / Boone County area. In recent years the Boone County Sheriff's Department has encountered more underage individuals in possession of alcohol who have indicated it was purchased in Boone County. In an effort to reduce the sale of alcohol to minors, compliance checks of local businesses will be conducted.

## GOALS/OBJECTIVES

---

**Goal:**

2% decrease in fatalities and disabling injuries resulting from crashes involving young drinking drivers compared to the previous 3-year period (2005-2007 =766)

**Objectives:**

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



## PROJECT DESCRIPTION

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Project Description information will be captured in the supplemental section.

## SUPPLEMENTAL INFORMATION

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Question	Answer
You must answer the following questions	
1 Does your agency have an internal safety belt policy for all personnel?	Yes
2 Does your agency report racial profiling data annually?	Yes
3 Does your agency report to STARS?	Yes
4 Does your agency report UCR information annually?	Yes
5 Please explain any NO answer(s) to questions 1-4:	
Please use the most current 12 months of data available for answering questions 6-19:	
6 Total number of DWI violations written.	192
7 Total number of speeding violations written.	734
8 Total number of HMV violations written.	1323
9 Total number of child safety/booster seat violations written.	36
10 Total number of safety belt violations written.	190
11 Total number of traffic crashes.	148
12 Total number of traffic crashes resulting in a fatality.	2
13 Total number of traffic crashes resulting in an injury.	61
14 Total number of speed-related traffic crashes.	46
15 Total number of speed-related traffic crashes resulting in a fatality.	1
16 Total number of speed-related traffic crashes resulting in an injury.	26
17 Total number of alcohol-related traffic crashes.	16
18 Total number of alcohol-related traffic crashes resulting in a fatality.	1
19 Total number of alcohol-related traffic crashes resulting in an injury.	9
20 Total number of commissioned law enforcement officers.	72
21 Total number of commissioned patrol and traffic officers.	41

22	Total number of commissioned law enforcement officers available for overtime enforcement.	41
23	Total number of vehicles available for enforcement.	46
24	Total number of radars/lasers.	37
25	Total number of in-car video cameras.	42
26	Total number of PBT's.	21
27	Total number of Breathalyzers.	2

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

28 Identify the primary enforcement locations.

Local Boone County businesses that sell alcohol.

29 Enter the months in which enforcement will be conducted.

January & February

30 Enter the number of enforcement periods your agency will conduct each month. 1

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

Any

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

Varies

33 Enter the number of officers assigned during the enforcement period. 4

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

Up to 5% of your total expended funding may be used for vehicle maintenance, gas, or administrative costs in support of this grant.

Funds for this project may also be used during any national, state or special enforcement effort (e.g. Click It or Ticket, You Drink and Drive, You Lose).

35 Do you wish the option to use 5% funds for administrative costs? No

## PROJECT EVALUATION

---

The Missouri Highways and Transportation Commission (MHTC) will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation equipment use and frequency of use)
  - Other (any other information or material that supports the Objectives)
5. The project will be evaluated by the Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

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

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

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## ADDITIONAL FUNDING SOURCES

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FY2007 JAG, \$21,953.60 went to BCSD (32,930.40 went to CPD), 10/1/06 - 9/30/2010

FY2008 Edward Byrne Memorial Justice Assistance Grant (JAG) program, \$9108.50 went to BCSD (\$9108.50 went to CPD), 10/1/07 - 9/30/2011

FY2009 Missouri Department of Public Safety Internet Crimes Grant, \$146,997.93,  
06/01/2009 - 05/31/2010

FY2009 Missouri Department of Public Safety Domestic Violence Enforcement Grant, \$25,267.47, 01/01/2009 - 12/31/2009

**BUDGET PROPOSAL**

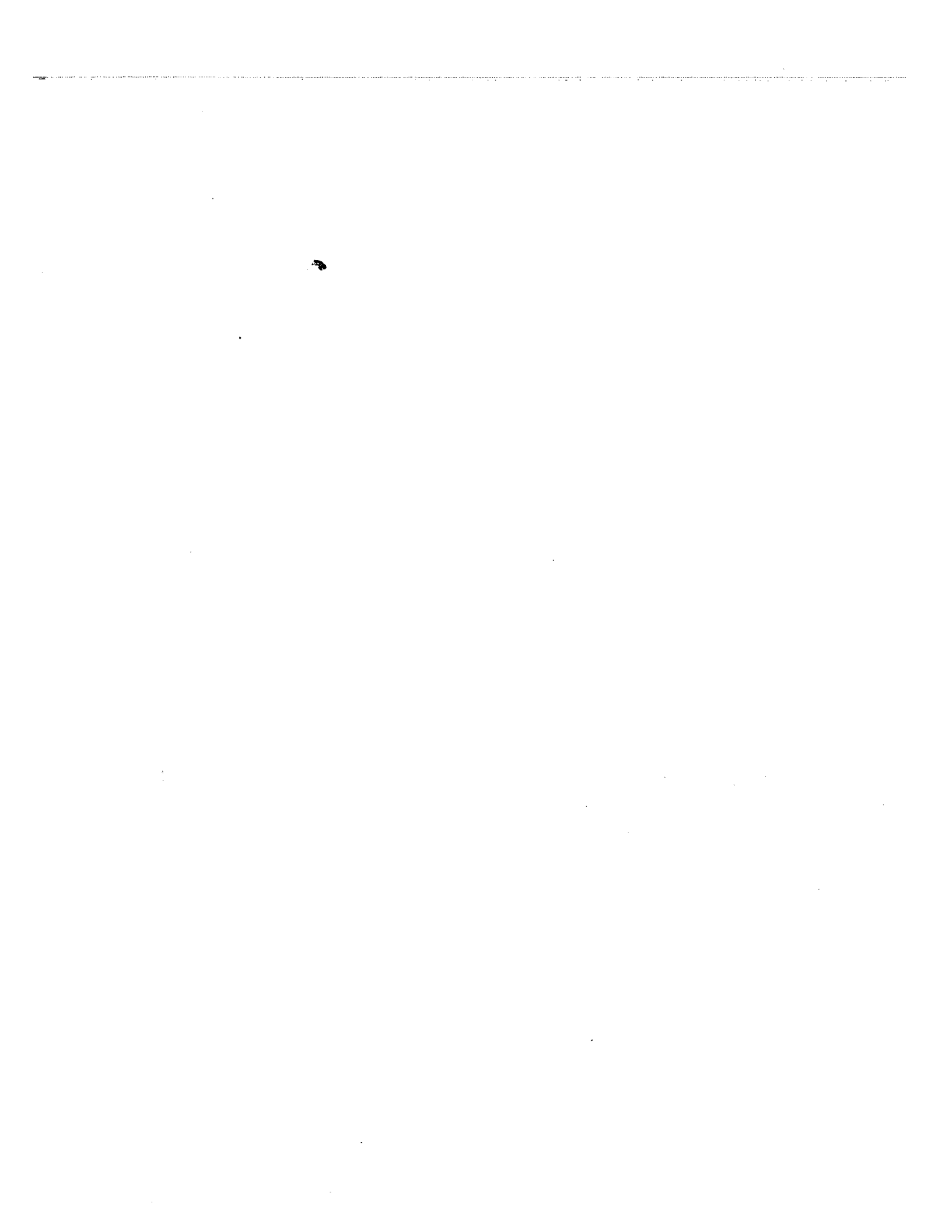
Category		Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	Deputy Overtime	40.00	\$36.00	\$1,440.00	\$0.00	\$1,440.00
					\$1,440.00	\$0.00	\$1,440.00
<b>Total Contract</b>					<b>\$1,440.00</b>	<b>\$0.00</b>	<b>\$1,440.00</b>

---

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	County Authorization Form	1001CountyAuthorization	05/12/2009





10/30/2009

FY 2009  
 Budget Amendments/Revisions  
**Sheriff (1251)**

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	2/20/2009	3411	Federal Grant Reimbursement	11,000		Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant (to repair/upgrade BAT van)	
		60250	Equipment Installation Charges	1,331			
		60200	Equipment Repair/Maintenance	1,870			
		92300	Replace Machinery/Equipment	5,150			
		91300	Machinery & Equipment	2,649			
2	9/29/2009	3411	Federal Grant Reimbursement	4,000		Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant (to repair/upgrade BAT van)	
		60250	Equipment Installation Charges	2,000			
		60200	Equipment Repair/Maintenance	2,000			
3	10/7/2009	71505	Equipment Lease Charges- Warehouse		3,530	Transfer unused portion to Warehouse construction fund	
4	10/14/2009	1115-83100	Awards		81	Cover 2nd Qtr Employee award - Andrew Collins	
		10100	Salaries & Wages	75			
		10200	FICA	6			
5	10/19/2009	3411	Federal Grant Reimbursement	16,219		Full Time DWI Unit grant - Salary reimb (Oct - Dec) and purchase of 3 radar antennas	
		91300	Equipment	3,591			
6	10/28/2009	3411	Federal Grant Reimbursement	4,320		BA - Haszardous Moving Violation grant for Oct -Dec	
		71104	Administrative Services	864			
7	10/28/2009	3411	Federal Grant Reimbursement	360		BA - Compliance Operations grant for Oct - Dec	

541 -2009

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 09

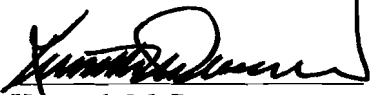
In the County Commission of said county, on the 17<sup>th</sup> day of November 20 09

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

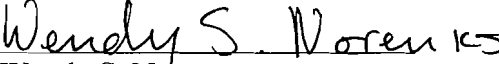
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase revenue for Checkpoint/Saturation Traffic grant, and increase budget for administrative services approved for October through December :

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1251	03411	Sheriff's Department	Fed. Grant Reimb		7,290.00
11251	71104	Sheriff's Department	Administrative Services		540.00

Done this 17<sup>th</sup> day of November, 2009.

  
Kenneth M. Pearson  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

541-2009

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

RECEIVED

10-28-09

EFFECTIVE DATE

OCT 28 2009

FOR AUDITORS USE

BOONE COUNTY AUDITOR

Department					Account					Department Name	Account Name	(Use whole \$ amounts)	
												Decrease	Increase
1	2	5	1		0	3	4	1	1	Sheriff's Dept.	Fed Grant Reimb		7,290.00
1	2	5	1		7	1	1	0	4	Sheriff's Dept.	Admin. services		540.00

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): Increase revenue for CHECKPOINT/SATURATION traffic grant, and increase budget for administrative services (dispatch services) approved for Oct. - December.

*Reimburses for Officer & JIC dispatcher. The class 1 expenses for the officer are already included in the budget.*

  
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:

AGENDA

  
Auditor's Office

  
PRESIDING COMMISSIONER

*absent*  
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.

Budget Year 2010  
Department 1251 SHERIFF  
Account 3411 FEDERAL GRANT REIMBURSE

Description Qty Amount  
SOBRIETY CHECKPOINT GRANT 1/1/10-9/30/10 21,870  
Total 21,870

Notes

DWI CHECKPOINT: REIMB OFFICER & JCIC DISPATCHER  
OVERTIME TO WORK DWI CHECKPOINT/SATURATIONS.

-----

GRANT AWARD FOR PERIOD 10/1/09-9/30/10:

	OFFICER	DISPATCHER	TOTAL
TOTAL	27,000	2,160	29,160
X 9/12 MOS	.75	.75	.75
= FY2010 AMT	20,250	1,620	21,870

DISPATCHER OT REIMB RECEIPTED TO THIS ACCT.  
PD TO CITY OF COLUMBIA FROM 1251-71104 ADMIN SERV.

More...

F2=Key Scr F3=Exit F12=Return

10-12/09	OFFICER	DISPATCHER	TOTAL
	27,000	2160	29160
	-20,250	-1620	-21,870
	<u>6,750</u>	<u>540</u>	<u>7,290</u>

Missouri  
Department  
of Transportation



Highway Safety Division  
P.O. Box 270  
2211 St. Mary's Blvd.  
Jefferson City, MO 65102  
573-751-4161 or  
1-800-800-BELT  
573-634-5977

Pete K. Rahn, Director

August 18, 2009

COPY

Sheriff Dwayne Carey  
Boone County Sheriff's Dept.  
2121 County Dr.  
Columbia, MO 65202

Dear Sheriff Carey:

Enclosed is a contract between the Highway Safety Division and the Boone County Sheriff's Dept. for a Sobriety Checkpoint / Saturation Patrols project.

The project obligates \$29,160.00 in federal funds for the period October 01, 2009 through September 30, 2010. All expenditures should be claimed against project #10-154-AL-63.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. After signing, please return all pages of the contract to the Highway Safety Division.

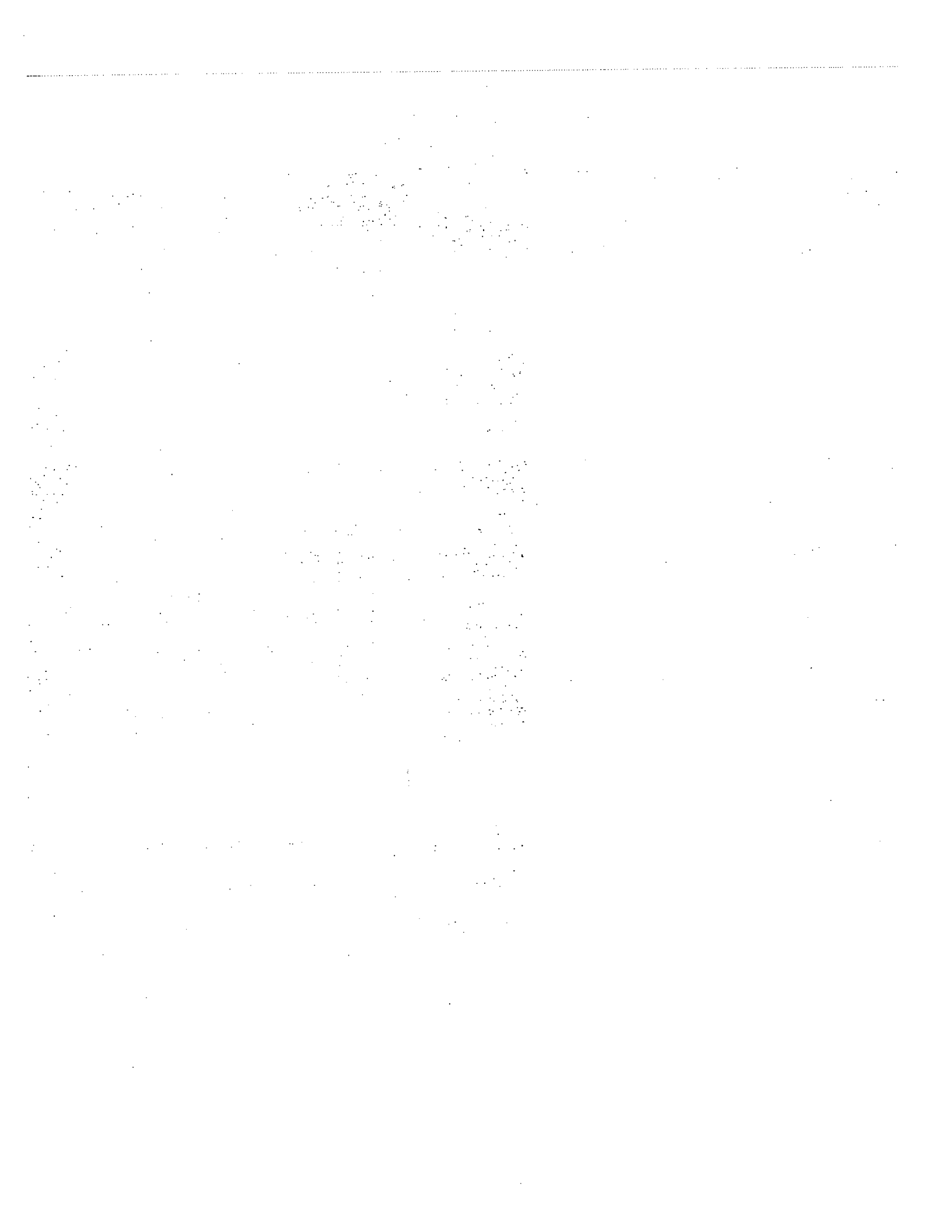
This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Chris Luebbert, Intermediate System Management Specialist at 573-751-5434. We look forward to working with you and your staff.

Sincerely,

Leanna Depue, Ph.D.  
Director

Enclosure



## CONTRACT

Form HS-1

Creation Date: 07/27/2009

Missouri Department of Transportation  
 Highway Safety Division  
 P.O. Box 270  
 2211 St. Mary's Blvd.  
 Jefferson City, MO 65102  
 Phone: 573-751-4161  
 Fax: 573-634-5977

**Project Title:** Sobriety Checkpoint / Saturation Patrols  
**Project Number:** 10-154-AL-63  
**Program Area:** 154 Alcohol Project  
**Funding Source:** 154 AL / 20.607

**Name of Grantee**  
 Boone County Sheriff's Dept.

**Type of Project:** Initial  
**Started:** 10/01/2009

**Grantee County**  
 Boone

**Federal Funds Benefiting**

<b>State:</b>	
<b>Local:</b>	\$29,160.00
<b>Total:</b>	\$29,160.00

**Grantee Address**  
 2121 County Dr.  
 Columbia, MO 65202

<b>Federal:</b>	\$29,160.00
<b>State:</b>	
<b>Local:</b>	\$0.00
<b>Total:</b>	\$29,160.00

**Telephone**  
 573-875-1111

**Fax**  
 573-874-8953

**Contract Period**

**Effective:** 10/01/2009  
**Through:** 09/30/2010

**Posted to Obligation Control**

HS USE ONLY

**Prepared By**  
 Luebbert, Chris

<b>Sheriff Dwayne Carey</b>	<i>Dwayne Carey</i>
<b>Authorizing Official</b>	07/27/2009
<i>Brian Leer</i>	<i>09/04/2009</i>
<b>Project Director</b>	<b>Date</b>
<i>Leanna Depue, Ph.D.</i>	
<b>Highway Safety Director</b>	<b>Effective Date</b>

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the total obligated amount of \$29,160.00 ; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

CONTRACT CONDITIONS - PAGE 2

IN ORDER TO RECEIVE FEDERAL FUNDING, THE GRANTEE/  
CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING  
CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE  
NARRATIVE OF THE CONTRACT.

I. **RELATIONSHIP:** The relationship of the Grantee/Contractor to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee/Contractor shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC.

II. **EQUIPMENT**

A. **PROCUREMENT:** Grantees may use their own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000.00 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Grantees shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the grantee must have written approval from the MHTC prior to the purchase of other than the low bid.
6. Grantees will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

B. **DISPOSITION:** The Grantee shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract.

C. **REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the grantee's previous twelve months authorized strength.

III. **FISCAL RESPONSIBILITY**

A. **MAINTENANCE OF RECORDS:** The Grantee/Contractor agrees that Highway Safety, the National Highway Traffic Safety Administration, the Federal Highway Administration and/or any Federal audit agency with jurisdiction over this program, the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Grantee/Contractor pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

B. **REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Grantee/Contractor for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Grantee/Contractor, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the contracting official. **Vouchers received by the MHTC after the tenth day of each month cannot be processed until the following month. Final payment is contingent upon receipt of final voucher. AUDITS:** Grantee/Contractor will be responsible for the required supporting documentation no later than 30 days after the closing date of the contract.

C. **FINANCIAL AND COMPLIANCE AUDIT:** The audit should be performed within two years of the final financial transaction of this contract, as required by OMB Circular A-133. Failure to furnish an acceptable audit may be basis for refunding federal funds. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection by representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

IV. **TERMINATION:** If, through any cause, the Grantee/Contractor shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee/Contractor shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Grantee/Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Grantee/Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee/Contractor or its subcontractor under the provisions of this contract. The Grantee/Contractor and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

V. **STATUTORY REQUIREMENTS**

A. **COMPLIANCE:** The Grantee/Contractor agency must comply with the following Statutes or Rules:

1. *Peace Officer Standards and Training Certification (P.O.S.T.)* RSMo 590.100-590.180-DPS certification of peace officers
2. *Statewide Traffic Analysis Reporting (STARS)* RSMo 43.250-Law enforcement agency to file accident report with MSHP
3. *Nondiscrimination-CFR Chapter 50-Prohibits discrimination on the basis of race, color, religion, sex or national origin including DBE and Segregated Facilities (meets or exceeds federal requirement on page 2)*
4. *Uniform Crime Reporting* RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS
5. *Racial Profiling* RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year
6. *Hatch Act-5 United States Code Sections 1501-1508-Employees who are paid in whole or in part with federal funds are prohibited from participating in certain partisan political activities including, but not limited to, being candidates for elective office*

B. **ENACTMENT AND ENFORCEMENT:** Agencies are encouraged to adopt, if possible, local ordinances as follows:

1. *Model Traffic Ordinance*-RSMo 300.00-Rules governing traffic administration and regulation
2. *Child Restraints*-RSMo 307.179-Passenger restraint system required for children under four (Primary Offense)
3. *Seat Belts*-RSMo 307.178-Seat belts required for passenger cars (modifications to state statute in 1997)
4. *Open Container*-A model ordinance prohibiting the possession of an open container of alcoholic beverages in a motor vehicle.

C. **VEHICLE PURSUITS:** Agencies are strongly encouraged to adopt and follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

VI. **PRODUCTION & DEVELOPMENT COSTS:** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval, prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute



### CONTRACT CONDITIONS - PAGE 3

- VII. **INDEMNIFICATION:** The Grantee shall defend, indemnify and hold harmless the MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's performance of its obligations under this Agreement.
- VIII. **AMENDMENTS:** Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Grantee and the MHTC.
- IX. **COMMISSION (MHTC) REPRESENTATIVE:** The Missouri Department of Transportation Highway Safety Division is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.
- X. **ASSIGNMENT:** The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.
- XI. **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XII. **VENUE:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XIII. **SECTION HEADINGS:** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XIV. **SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Grantee.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration, National Highway Traffic Safety Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of this nondiscrimination provision in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Missouri Department of Transportation, MHTC or the Federal Highway Administration and National Highway Traffic Safety Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

#### DBE REQUIREMENTS

All recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts. If, as a condition of assistance, the MHTC has submitted and the Department has approved a minority business enterprise affirmative action program, which the MHTC agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future Department of Transportation financial assistance.

#### NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) All grantees/contractors and their subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

#### TRAINING CONTRACTS

Agencies offering the MHTC-funded courses are to adhere to the following standard elements required for training contracts.

- 1) A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The scheduled should include: Title of Course; Date(s); Time; Exact Location; and Agenda or Syllabus. Any changes to the course schedule must have prior approval from the MHTC.
- 2) Evaluation will be a 2-step process to include:
  - 1) Student Evaluation of the training
    - a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation, training facility/location; and worth of the training.
    - b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.

The Missouri Highways and Transportation Commission (contractor) hereby agrees that it will incorporate into any contract, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee (exceeding \$10,000) the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post, in conspicuous places available to all employees and applicants for employment, the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Missouri Department of Transportation, MHTC advising the said labor union or workers' representative of the contractor's commitments under this nondiscrimination provision.

## CONTRACT CONDITIONS - PAGE 4

- ii) Instructor evaluation of the students' comprehension and understanding of the material presented.
- 3) The grantee must provide a sign-up sheet for every class-a typed list of everyone who registered is *not* acceptable. The sign-up sheet must capture the following information:
- Title of the Class
  - Date(s) and Location of Class
  - Name of Attendees
  - Business address, telephone number and/or email address of each attendee
- 4) Every effort should be made to enroll a minimum of fifteen (15) students per class.
- 5) Copies of the Student Evaluations, Instructor Evaluations, Number of Students Enrolled/Number of Students Attending, and Participant Sign-up Sheets must be submitted to MHTC not later than 30 days after the training has been conducted.

### FOLLOWING CONDITIONS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:

#### PROBLEM IDENTIFICATION

Agency must develop a selected traffic enforcement plan by evaluating crash data. This will be done on a quarterly, monthly or weekly basis to determine the top ten (10) high traffic crash locations, to include: day of week, time of day, and causation factors. Using this plan, agency will conduct enforcement targeting offenders committing hazardous moving violations to include DWI checkpoint enforcement (emphasis will also be placed on occupant restraint enforcement).

#### PROJECT ACTIVITIES

- Enforcement activities by the agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.
- High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three contacts per hour when conducting an enforcement project.
- Agency will report monthly enforcement activities to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
- Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket Campaign, Impaired Driving Crackdown, Operation Safe Teen, quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: [www.modot.mo.gov/safety](http://www.modot.mo.gov/safety).

#### PARTNERSHIPS

Agency is strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City must participate in Operation Impact.

#### ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. Overtime reimbursement rates:

- Patrol-to be calculated at 1.5 times the officer's actual rate of pay;
- Supervisors-to be calculated at 1.5 times the actual rate of pay not to exceed 1.5 times the rate of the highest-level sergeant or lieutenant (equivalent supervisor)
- Officers working more than 8 hours of overtime in one day require approval from MHTC.

Agencies funded may also utilize funds for any corridor enforcement project, Operation Impact, work zone enforcement, Click It or Ticket Campaign, Impaired Driving Crackdown, or any other national or state mobilization efforts in conjunction with or at the direction of the Highway Safety Division.

Exceptions may be made with prior written permission of the MHTC.

#### DRUNK DRIVING ENFORCEMENT PROJECTS

All DWI cases must be filed in state court if a municipality has a non-attorney judge. Any offender arrested with a prior alcohol-related conviction must also be filed in state court for enhancement purposes.

#### SOBRIETY CHECKPOINTS

The MHTC will fund enforcement agencies, on an overtime basis, to conduct MHTC sobriety checkpoints in accordance with standards developed for this purpose. Funding eligibility and conditions are herein set forth along with allowable costs for reimbursement. Enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest to enhance the actual risk of arrest.

- 1) Enforcement time at a minimum will be at least one night per month with a minimum of five checkpoints per contract period. Sobriety checkpoints should be operated within the hours of 10:00 p.m. to 3:00 a.m.; however, hours may be flexible upon request of agency and approval by MHTC project coordinator.
- 2) Advise the MHTC project coordinator, in advance, of enforcement date changes made to the original proposal.
- 3) If not already provided, roadways selected for sobriety checkpoints must be submitted to MHTC. Actual enforcement locations will be left to the discretion of local authorities based upon their judgment.
- 4) Activity Reports and Supervisory Logs must be submitted with reimbursement vouchers. Failure to comply may result in nonpayment for the enforcement period.
- 5) Enforcement activity should be on a Friday or Saturday night or holidays. Other nights may be approved in advance by the MHTC project coordinator based upon special events or activities, or as stated in goals and objectives of this contract.
- 6) Publicity surrounding a checkpoint provides the greatest deterrent. A news release the week prior to the event and a follow-up the week after is required. A spokesperson should be designated to explain procedures to media or others attending the checkpoint.
- 7) If the agency has an in-car video camera, it should be used at all sobriety checkpoints to videotape the sobriety checkpoint setup, its operation, and all subjects given the field sobriety tests. Tapes and/or electronic recordings shall be used as evidence in court proceedings

#### FUNDING ORIGINATION AND AUDIT INFORMATION

The National Highway Traffic Safety Administration (NHTSA) funds the following program areas:

Section	CFDA#	Program Title
402	20.600	State and Community Highway Safety Programs
410	20.601	Alcohol-Impaired Driving Prevention Programs
154	20.607	Alcohol Open Container Requirements
408	20.610	State Traffic Safety Information System Improvement Grant
1906	20.611	Grant Program to Prohibit Racial Profiling
2010	20.612	Motorcyclist Safety Grant
2011	20.613	Child Safety and Child Booster Seat s Incentive Grant

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## PROBLEM IDENTIFICATION

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Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, especially those resulting in death or disabling injury. In the 2005-2007 period, 508,470 traffic crashes occurred in the State. Of those, 0.6% resulted in a fatality and 3.7% involved someone being seriously injured. During the same time period, there were 25,451 traffic crashes where one or more drivers and/or pedestrians were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers or pedestrians were impaired by alcohol or other drugs, 834 people were killed and another 4,090 were seriously injured.



## GOALS/OBJECTIVES


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Goal:

2% decrease in alcohol and other drug related fatalities and disabling injuries in comparison to the previous 3-year total (2005-2007 = 4,924)

Objectives:

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



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## PROJECT DESCRIPTION

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Project Description information will be captured in the supplemental section.

**SUPPLEMENTAL INFORMATION**

**Answer**

**Question**

**You must answer the following questions**

1 Does your agency have an internal safety belt policy for all personnel? Yes

2 Does your agency report racial profiling data annually? Yes

3 Does your agency report to STARS? Yes

4 Does your agency report UCR information annually? Yes

5 Please explain any NO answer(s) to questions 1-4:

Please use the most current 12-months of data available for answering questions 6-19

6 Total number of DWI violations written. 192

7 Total number of speeding violations written. 734

8 Total number of HMV violations written. 1323

9 Total number of child safety/booster seat violations written. 36

10 Total number of safety belt violations written. 190

11 Total number of traffic crashes. 148

12 Total number of traffic crashes resulting in a fatality. 2

13 Total number of traffic crashes resulting in an injury. 61

14 Total number of speed-related traffic crashes. 46

15 Total number of speed-related traffic crashes resulting in a fatality. 1

16 Total number of speed-related traffic crashes resulting in an injury. 26

17 Total number of alcohol-related traffic crashes. 16

18 Total number of alcohol-related traffic crashes resulting in a fatality. 1

19 Total number of alcohol-related traffic crashes resulting in an injury. 9

20 Total number of commissioned law enforcement officers. 72

21 Total number of commissioned patrol and traffic officers. 41

22	Total number of commissioned law enforcement officers available for overtime enforcement.	41
23	Total number of vehicles available for enforcement.	46
24	Total number of radars/lasers.	37
25	Total number of in-car video cameras.	42
26	Total number of PBT's.	21
27	Total number of Breathalyzers.	2

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

28 Identify the primary enforcement locations.

Roadways throughout Boone County

29 Enter the months in which enforcement will be conducted.

All

30 Enter the number of enforcement periods your agency will conduct each month. 2

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

Friday and Saturday nights and various holidays

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

10:00 PM to 3:00 AM

33 Enter the number of officers assigned during the enforcement period. 20

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

Up to 5% of your total expended funding may be used for vehicle maintenance, gas, or administrative costs in support of this grant.

Funds for this project may also be used during any national, state or special enforcement effort (e.g. Click It or Ticket, You Drink and Drive, You Lose).

35 Do you wish the option to use 5% funds for administrative costs? No

## PROJECT EVALUATION

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The Missouri Highways and Transportation Commission (MHTC) will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation equipment use and frequency of use)
  - Other (any other information or material that supports the Objectives)
5. The project will be evaluated by the Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

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

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



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## ADDITIONAL FUNDING SOURCES

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FY2007 JAG, \$21,953.60 went to BCSD (32,930.40 went to CPD), 10/1/06 - 9/30/2010

FY2008 Edward Byrne Memorial Justice Assistance Grant (JAG) program, \$9108.50 went to BCSD (\$9108.50 went to CPD), 10/1/07 - 9/30/2011

FY2009 Missouri Department of Public Safety Internet Crimes Grant, \$146,997.93,  
06/01/2009 - 05/31/2010

FY2009 Missouri Department of Public Safety Domestic Violence Enforcement Grant, \$25,267.47, 01/01/2009 - 12/31/2009

**BUDGET PROPOSAL**

Category		Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
					\$0.00	\$0.00	\$0.00
Personnel							
	Overtime and Fringe	Dispatcher Overtime	60.00	\$36.00	\$2,160.00	\$0.00	\$2,160.00
	Overtime and Fringe	Deputy Overtime	750.00	\$36.00	\$27,000.00	\$0.00	\$27,000.00
					\$29,160.00	\$0.00	\$29,160.00
<b>Total Contract</b>					<b>\$29,160.00</b>	<b>\$0.00</b>	<b>\$29,160.00</b>



ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	County Authorization Form	1001CountyAuthorization	05/10/2009





10/30/2009

FY 2009  
 Budget Amendments/Revisions  
 Sheriff (1251)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	2/20/2009	3411	Federal Grant Reimbursement	11,000		Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant (to repair/upgrade BAT van)	
		60250	Equipment Installation Charges	1,331			
		60200	Equipment Repair/Maintenance	1,870			
		92300	Replace Machinery/Equipment	5,150			
		91300	Machinery & Equipment	2,649			
2	9/29/2009	3411	Federal Grant Reimbursement	4,000		Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant (to repair/upgrade BAT van)	
		60250	Equipment Installation Charges	2,000			
		60200	Equipment Repair/Maintenance	2,000			
3	10/7/2009	71505	Equipment Lease Charges- Warehouse		3,530	Transfer unused portion to Warehouse construction fund	
4	10/14/2009	1115-83100	Awards		81	Cover 2nd Qtr Employee award - Andrew Collins	
		10100	Salaries & Wages	75			
		10200	FICA	6			
5	10/19/2009	3411	Federal Grant Reimbursement	16,219		Full Time DWI Unit grant - Salary reimb (Oct - Dec) and purchase of 3 radar antennas	
		91300	Equipment	3,591			
6	10/28/2009	3411	Federal Grant Reimbursement	4,320		BA - Haszardous Moving Violation grant for Oct -Dec	
		71104	Administrative Services	864			
7	10/28/2009	3411	Federal Grant Reimbursement	360		BA - Compliance Operations grant for Oct - Dec	
8	10/28/2009	3411	Federal Grant Reimbursement	7,290		BA - Sobriety Checkpoint grant for Oct - Dec	

542-2009

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 09

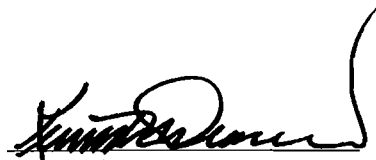
In the County Commission of said county, on the 17<sup>th</sup> day of November 20 09

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

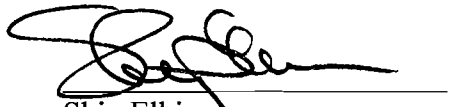
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish a budget for supplies and minor equipment and tools for the Internet Crimes Unit to cover current overages and estimated expenditures for the remainder of 2009:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2524	23050	Internet Crms Contrib	Other supplies		2,000.00
2524	23850	Internet Crms Contrib	Minor Equip/ tools		1,000.00

Done this 17<sup>th</sup> day of November, 2009.

  
Kenneth M. Pearson  
Presiding Commissioner

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

ATTEST:

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

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

542-2009

10-30-09

**EFFECTIVE DATE**

**FOR AUDITORS USE**

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
2	5	2	4	2	3	0	5	0	Internet Crms Contrib	Other supplies		2000.00
2	5	2	4	2	3	8	5	0	Internet Crms Contrib	Minor Equip/tools		1000.00

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): Budget was never established for expenditures in this account for 2009. Current overage and estimated expenditures for the remainder of 2009.

  
 \_\_\_\_\_  
 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: *AGENDA*

  
 \_\_\_\_\_  
 Auditor's Office

  
 \_\_\_\_\_  
 PRESIDING COMMISSIONER

*absent*  
 \_\_\_\_\_  
 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.

**From:** Chad Martin  
**To:** Leasa Quick  
**Date:** 8/10/2009 9:12 PM  
**Subject:** Fwd: 2524: Budget Amendment needed  
**Attachments:** Re: Cash balance for #2524, Internet Crimes Contributions

Did you tell June it would be a bit before we got back to her on this?  
and also, please make a note so we don't forget it again for 2010.

>>> June Pitchford 8/10/2009 12:39 PM >>>  
Leasa/Chad:

I may have discussed this previously with one or both of you shortly after Karen's illness, but I cant' recall and I'm just getting back to it. Sorry for the delay. In any event, it appears that we need a budget amendment for #2524. We have \$0 FY 2009 budget, but are showing expenditures Y-T-D in class 2 of \$1878.96.

Forwarded below is Lisa Roland's cash xls for Fund 252, which confirms the maximum amount that would be available for a budget amendment in #2524 (\$4,906.30).

Would you please review and prepare a budget amendment? If you anticipate additional expenditures for the year, let's go ahead and include them on this budget amendment. Please let me know if you have any questions or we need to discuss.

Thanks,

June



Year	2009	Original Appropriation	
Dept	2524 INTERNET CRIMES TSK FCE-CONTRB	Revisions	
Acct	23050 OTHER SUPPLIES	Original + Revisions	
Fund	252 PUBLIC SAFETY CITIZEN CONTRIB	Expenditures	1,470.51
		Encumbrances	
Class/Account	A ACCOUNT	Actual To Date	1,470.51
Account Type	E EXPENSE	Remaining Balance	1,470.51-
Normal Balance	D DEBIT	Shadow Balance	1,470.51-

Expenditures by Period

January	_____	July	_____
February	_____	August	_____
March	276.80	September	251.55
April	705.67	October	_____
May	177.99	November	_____
June	58.50	December	_____

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

Year	2009	Original Appropriation	
Dept	2524 INTERNET CRIMES TSK FCE-CONTRB	Revisions	
Acct	23850 MINOR EQUIP & TOOLS (<\$1000)	Original + Revisions	
Fund	252 PUBLIC SAFETY CITIZEN CONTRIB	Expenditures	660.00
		Encumbrances	
Class/Account	A ACCOUNT	Actual To Date	660.00
Account Type	E EXPENSE	Remaining Balance	660.00-
Normal Balance	D DEBIT	Shadow Balance	660.00-

Expenditures by Period

January	_____	July	_____
February	_____	August	_____
March	_____	September	_____
April	_____	October	_____
May	10.00	November	_____
June	650.00	December	_____

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

10/30/2009

FY 2009  
Budget Amendments/Revisions  
**Internet Crimes Task Force-Contributions (2524)**

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	10/30/2009	23050	Other supplies	2,000		Establish budget for 2009	
		23850	Minor Equipment/Tools	1,000			

## Fund Statement - Public Safety Citizen Contribution Fund 252 (Nonmajor)

	<u>2008</u> <u>Actual</u>	<u>2009</u> <u>Budget</u> <u>w/ Amendments</u>
<b>REVENUES:</b>		
Property Taxes	\$ -	\$ -
Assessments	-	-
Sales Taxes	-	-
Franchise Taxes	-	-
Licenses and Permits	-	-
Intergovernmental	-	-
Charges for Services	-	-
Fines and Forfeitures	-	-
Interest	467	135
Hospital Lease	-	-
Other	5,000	-
<b>Total Revenues</b>	<u>5,467</u>	<u>135</u>
<b>EXPENDITURES:</b>		
Personal Services	-	-
Materials & Supplies	1,888	3,950
Dues Travel & Training	598	800
Utilities	-	-
Vehicle Expense	-	-
Equip & Bldg Maintenance	-	-
Contractual Services	-	-
Debt Service (Principal and Interest)	-	-
Other	-	-
Fixed Asset Additions	-	-
<b>Total Expenditures</b>	<u>2,486</u>	<u>4,750</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>2,981</b>	<b>(4,615)</b>
<b>OTHER FINANCING SOURCES (USES):</b>		
Transfer In	-	-
Transfer Out	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-
Proceeds of Long-Term Debt	-	-
Retirement of Long-Term Debt	-	-
<b>Total Other Financing Sources (Uses)</b>	<u>-</u>	<u>-</u>
<b>REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)</b>	<b>2,981</b>	<b>(4,615)</b>
<b>FUND BALANCE (GAAP), beginning of year</b>	<b>8,154</b>	<b>11,135</b>
Less encumbrances, beginning of year	-	-
Add encumbrances, end of year	-	-
<b>FUND BALANCE (GAAP), end of year</b>	<u><b>\$ 11,135</b></u>	<u><b>\$ 6,520</b></u>
<b>FUND BALANCE RESERVES AND DESIGNATIONS, end of year</b>		
Reserved:		
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-
Debt Service/Restricted Assets	-	-
Prior Year Encumbrances	-	-
Designated:		
Capital Project and Other	-	-
<b>Total Fund Balance Reserves and Designations, end of year</b>	<u>-</u>	<u>-</u>
<b>FUND BALANCE, end of year</b>	<b>11,135</b>	<b>6,520</b>
<b>FUND BALANCE RESERVES/DESIGNATIONS, end of year</b>	<u>-</u>	<u>-</u>
<b>UNRESERVED/UNDESIGNATED FUND BALANCE, end of year</b>	<u><b>\$ 11,135</b></u>	<u><b>\$ 6,520</b></u>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 17<sup>th</sup> day of November 20 09

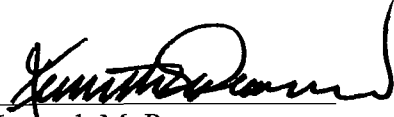
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby appoint Rockne Corbin to the Industrial Development Authority effective 11/19/2009 and expiring on 11/18/2015.

Done this 17<sup>th</sup> day of November, 2009.

ATTEST:

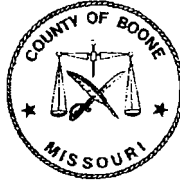
Wendy S. Noren KS  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

Ken Pearson, Presiding Commissioner  
Karen, M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 245  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org

effective 11/19/2009  
expires: 11/18/2015

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Industrial Development Authority Term: 10/21/2009

Current Township: Columbia Today's Date: 10/21/2009

Name: Rockne Corbin

Home Address: 4003 Daylily Court Zip Code: 65203

Business Address: Shelter Insurance 1817 West Broadway Zip Code: 65218

Home Phone: 573.234.2259 Work Phone: 573.214.4622  
Fax: 573.445.9319 E-mail: rpcorbin@gmail.com

Qualifications: I currently serve on the IDA with my term set to expire in November, 2009. As an active member of the Board, I am fully aware of the role of this board and would be honored to continue to serve on this board should the Commissioners renew my term.

Past Community Service: Rainbow House, Sol House, Leadership Columbia, Youth Sports

References: Provided Upon Request

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

\_\_\_\_\_  
Applicant Signature

Return Application To: Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 245  
Columbia, MO 65201  
Fax: 573-886-4311

544 -2009

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

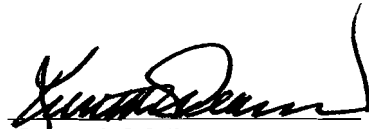
Term. 20 09

In the County Commission of said county, on the 17<sup>th</sup> day of November 20 09

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Wednesday, November 25, 2009, at 10:00 a.m. The meeting will be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(9) RSMo.- preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups.


Done this 17<sup>th</sup> day of November, 2009.

  
Kenneth M. Pearson  
Presiding Commissioner

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 17<sup>th</sup> day of November 20 09

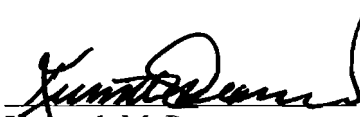
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Wednesday, November 25, 2009, at 1:30 p.m. The meeting will be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

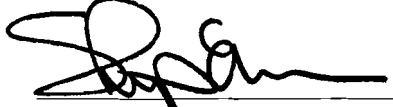
Done this 17<sup>th</sup> day of November, 2009.

ATTEST:

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

  
 Kenneth M. Pearson  
 Presiding Commissioner

absent  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner