

Missouri
Department
of Transportation



Daniel Niec, District Engineer

North Central District
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P.O. Box 8
Macon, MO 63552
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Fax (660) 385-4195
Toll free 1-888 ASK MoDOT
www.modot.org



2007 Missouri Quality Award Winner

December 1, 2008

2009 Awards for Excellence Committee:

Being able to find the “best fit” solution to a need, has allowed District 2 and our local governmental entities to provide economical and innovative solutions that not only provide a benefit to the community but also demonstrates what can be accomplished when we work together. A prime example of this cooperative spirit to find an innovative and cost effective solution can be seen in the project to improve the intersection at MO190 and County Road 239 in Livingston County that services the Chillicothe High School.

At the July 2007 Commission Meeting held in Chillicothe, Missouri, both Mr. Chuck Haney (Mayor of Chillicothe) and Mr. Dale Wallace (Superintendent of Schools) brought to the Commission’s attention a concern the community had regarding the entrance into the new high school that was opened in 2000. The Chillicothe High School’s main entrance is County Road 239 that intersects MO190 just west of US65. Coming from US65 the speed limit is 45 mph in front of the school but then increases to 55 mph on the other side of County Road 239. Since the opening of the school, there had been an increase in accidents and near misses at the intersection and the City and the School was hoping that a traffic study in the fall would show the need for a traffic signal at the intersection.

Upon the opening of the 2007 school season in the fall, District 2 traffic staff observed the intersection during the opening and close of school and conducted a traffic count of the intersection. The observation of the intersection revealed that for the most part the traffic flowed in and out of the intersection fairly well. However, due to the short westbound right turn lane and no real visible indicators separating the westbound through traffic from the right turn traffic this caused hesitation and uncertainty in the other drivers at the intersection. The traffic count supported the need for a longer westbound right turn lane but not a traffic signal. Yet, the crashes indicated that there was a need at the intersection because of the seven reported crashes in a six-year period six of those involved a teenage driver.

District 2 staff met with a community team to review the gathered information and to start the process of evaluating all options available to address the need. The community team was comprised of the Mayor, the City Administrator, the Superintendent of Schools, the Assistant Superintendent of Schools, the Chillicothe School Safety Officer, the Chief of Police and the County Sheriff. Four potential improvements were brought before the team: extending the right

turn lane and install a raised delineation system along the lane line, install advance school flashers with a reduced speed limit during school hours, install a traffic signal and left turn lanes on MO190 or build a roundabout. As the team worked through these options it became clear that the law enforcement members and the school safety officer felt that the crashes and near misses were mostly caused by those waiting at the intersection not being able to determine if the westbound vehicle was traveling straight through the intersection or making a right turn. Thus, leading to poor judgment as when to pull out.

Taking the officers' input as to the cause of the problem, the team went through the options and quickly narrowed the list down to either a roundabout or a combination of improving the right turn lane and installing an advance school flasher. As the team worked through the remaining two options, the reality set in that even though a roundabout would be a great solution the combination of improving the right turn lane and adding school flashers was a good solution that addressed the need and was economically feasible.

Once the team had the solution in place, District 2 had a quick turn around to put the project together in order to be able to let this project in combination with another project allowing for the opportunity to see a savings in cost. With the help of Central Office Traffic Staff and Chief's Counsel office, we were able to put together a combination cost apportionment agreement and school flasher agreement that outlined the responsibilities for both MoDOT and the Chillicothe School District. Resource Management and Design's Environmental and Bidding and Contract Services sections also played key roles in pushing this project forward by working with the District to meet the tight deadlines.

The project to improve the safety at the entrance to the Chillicothe High School is a testament not only to the planning process but how working as a team, internally and externally, can provide an innovative and cost effective solution.

Sincerely,



Daniel Niec, P.E.
District Engineer

2009 APPLICATION FORM

(required for each entry)

Complete this section for (check one): **Small Project** **Large Project**
 Post-Design Solution **Off System Project**

Job No.: J2S2153

Route: MO190

County / LPA: LIVINGSTON

Description (attach separate sheet if necessary) Improve the safety of the entrance to the Chillicothe High School located at MO190 and County Road 239 (Hornet Drive). Project consisted of lengthening the existing westbound right turn lane to accommodate the morning influx of traffic, install solar powered school speed limit flashers and a raised mountable curb system to delineate the westbound through traffic from the right turn traffic.

Complete this section for: **Process Improvement**

Process or Product _____

Description (attach separate sheet if necessary) _____

Project Leader: Laurel McKean, D2 Project Manager

Key Team Members (include key personnel irrespective of employer-nine individuals maximum)

Mr. Dale Wallace – Superintendent of Chillicothe Schools

Ray Alexander - MoDOT

Mayor Chuck Haney – City of Chillicothe

Erin Gruber - MoDOT

Julie Stotlemeyer – MoDOT

David Gipson - MoDOT

Project Budget:

Initial Cost / Estimate \$275,000

Final Cost / Award \$72,142

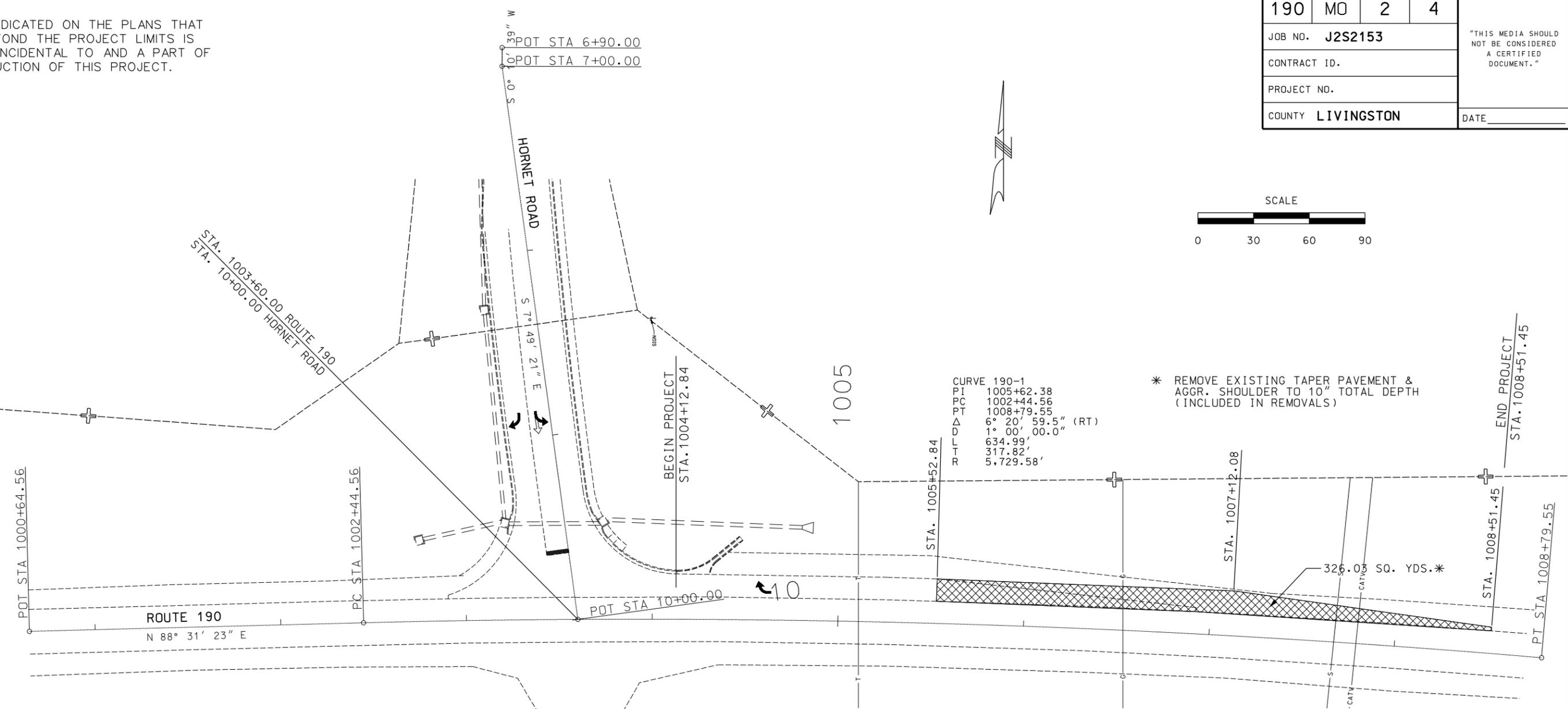
What would make this entry stand out from the rest of the entries when considering MoDOT's practical design philosophy? The project started out as a desire by the Chillicothe School System and the City of Chillicothe to address a crash problem at the entrance to the high school by installing a traffic signal. By utilizing the practical design philosophy of determining the core problem and finding the best solution to address that problem, a multi-jurisdictional team of local officials and MoDOT engineers came to a consensus that traffic signals were not the solution and that adding capacity and other safety devices was the appropriate and practical solution to the problem. A prime example of how working together and being open to new ideas can bring about a good and cost-effective solution.

Send entries to: MoDOT Design Division, ATTN: Joe Jones
1320 Creek Trail Dr., Jefferson City, Missouri 65109

ANY WORK INDICATED ON THE PLANS THAT EXTENDS BEYOND THE PROJECT LIMITS IS CONSIDERED INCIDENTAL TO AND A PART OF THE CONSTRUCTION OF THIS PROJECT.

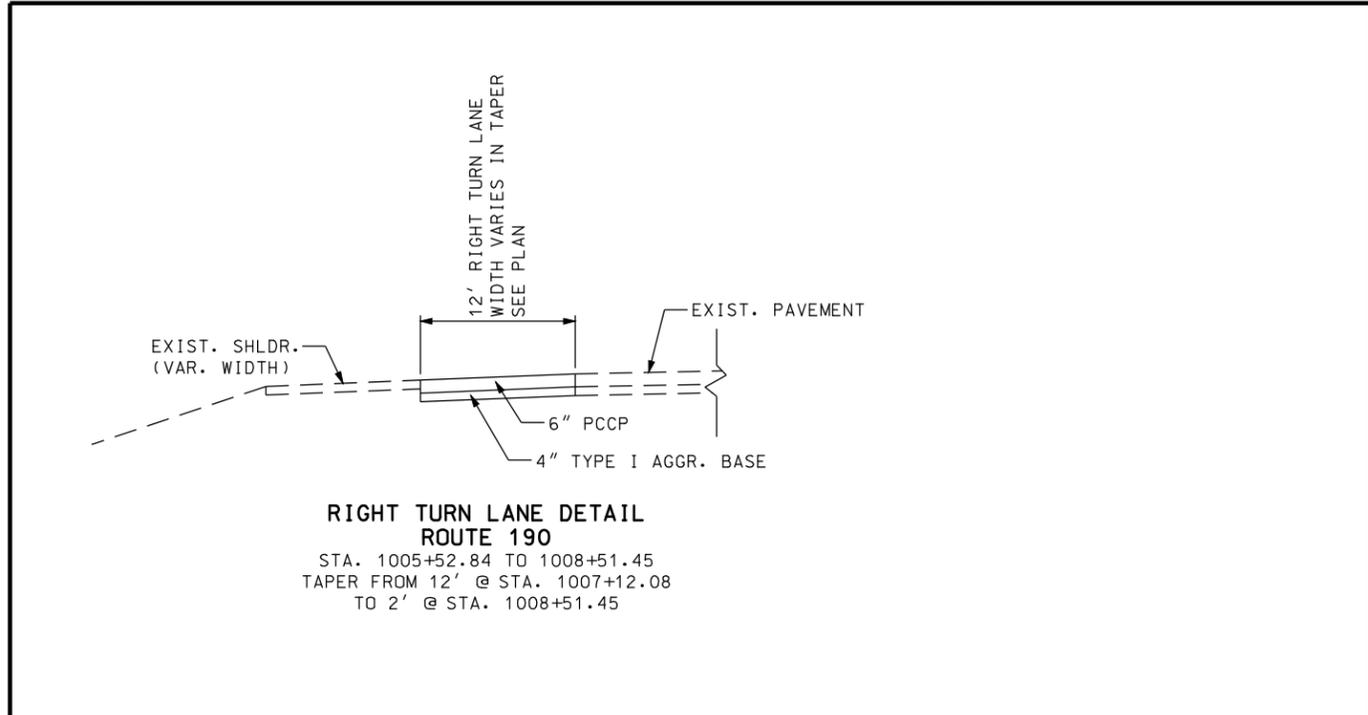
ROUTE 190	STATE MO	DISTRICT 2	SHEET NO. 4
JOB NO. J2S2153			
CONTRACT ID.			
PROJECT NO.			
COUNTY LIVINGSTON			
DATE _____			

"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."



UTILITIES

- | | |
|--|--|
| LIV. CO. PUBLIC WATER
SUPPLY DIST. NO. 2
PO BOX 844 / 13872 LIV 247
CHILLICOTHE, MO 64601
(660) 646-4083 | FARMER'S ELEC. COOP., INC.
P.O. BOX 680
BUS. HWY. 36 EAST
CHILLICOTHE, MO 64601
(800) 279-0496 |
| Time Warner Cable
421 Locust Street
Chillicothe, MO 64601
Maurice Zion, Area Manager
Office: 660-646-2260 | AT&T
220 E. 5TH ST.
SEDALIA, MO 65301
(660) 829-0900 |
| AT&T
220 East 5th Street
Sedalia, MO 65301
Steve Harlan, Manager Engineering Design
Office: 660-829-0990
Cell: 816-275-1074 | CHILLICOTHE MUNICIPAL UTIL.
PO BOX 140 / 920 WASHINGTON ST.
CHILLICOTHE, MO 64601
(660) 646-1683 |
| TIME WARNER CABLE
421 LOCUST ST.
CHILLICOTHE, MO 64601
(660) 646-2260 | |



The existence and approximate location of utility facilities known to exist, as shown on the plans, are based on the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information.

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.





SCHOOL

SPEED
LIMIT
35

WHEN
FLASHING

ONLY

11/25/2008



11/25/2008



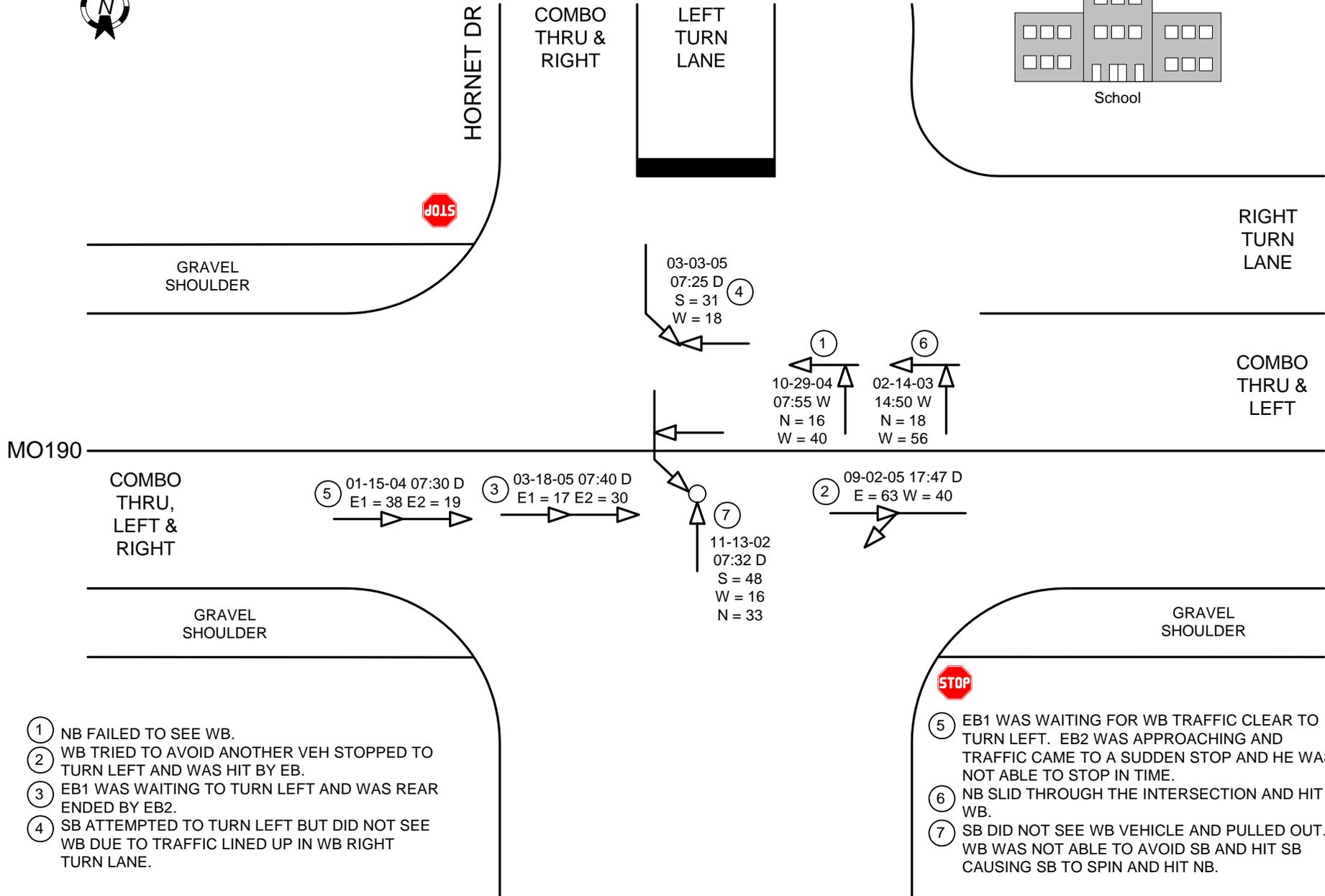
11/25/2008



11/25/2008

ACCIDENT ANALYSIS

01-01-2000 THROUGH 12-31-2006



- ① NB FAILED TO SEE WB.
- ② WB TRIED TO AVOID ANOTHER VEH STOPPED TO TURN LEFT AND WAS HIT BY EB.
- ③ EB1 WAS WAITING TO TURN LEFT AND WAS REAR ENDED BY EB2.
- ④ SB ATTEMPTED TO TURN LEFT BUT DID NOT SEE WB DUE TO TRAFFIC LINED UP IN WB RIGHT TURN LANE.

- ⑤ EB1 WAS WAITING FOR WB TRAFFIC CLEAR TO TURN LEFT. EB2 WAS APPROACHING AND TRAFFIC CAME TO A SUDDEN STOP AND HE WAS NOT ABLE TO STOP IN TIME.
- ⑥ NB SLID THROUGH THE INTERSECTION AND HIT WB.
- ⑦ SB DID NOT SEE WB VEHICLE AND PULLED OUT. WB WAS NOT ABLE TO AVOID SB AND HIT SB CAUSING SB TO SPIN AND HIT NB.



MEMORANDUM

Missouri Department of Transportation Design D2

MO190 and Hornet Dr/Tomahawk Intersection Improvement

Extend WB Right Turn Lane and Install Raised Delineator System

Description: Increase the right turn lane from 140' to 300' with an additional 140' taper and install a raised delineator system along the lane line to force those drivers wanting to turn right to enter the lane early. Provides drivers at the intersection a better idea of if there is an adequate gap to cross the intersection.

Potential Cost:	Storage Lane + Taper	\$19,011
	20% Incidentals	\$ 3,802
	TOTAL	\$22,813

City/School Responsibilities: 50% of project cost

MoDOT Responsibilities: 50% of project cost, raised delineator system, signs and striping.

Advanced School Flasher Assembly

Description: Install an advance school flasher assembly per MoDOT specifications. There would be an assembly installed for both EB and WB MO190 at either the school property lines or a pre-designated distance from the intersection. The assembly can either establish a school speed limit or just show an advance school warning sign.

Potential Installation Cost:	Electrical Powered Assembly	
	Two Assemblies	\$ 5200
	Power Supply	\$ 4000
	1550' of 2" conduit trenched	\$ 14000
	20% Incidentals	\$ 4640
	TOTAL	\$ 27,840
	Solar Powered Assembly	
	Two Assemblies	\$6000
	20% Incidentals	\$1200
	TOTAL	\$7,200

School Responsibilities:

- All costs associated with the installation.
- Provide plans with specific details of the installation.
- If powered by electricity, the school is responsible to pay all monthly power costs until the assembly is removed.
- If solar powered, the school is responsible for the maintenance of the solar panels, solar controller and storage batteries.
- Provide MoDOT normal operational hours every year.
- Special events shall be submitted to the MoDOT representative for approval and the school then is responsible for manually activating the system for the special event.
- Obtain a permit from MoDOT for the installation.
- Secure a sufficient bond for the construction of the proposed improvement.

MoDOT Responsibilities:

- Provide specifications and general details for this installation.
- Provide all signs and sign mounting hardware.
- Upon transfer of ownership, provide all future maintenance of the assembly that is on state right-of-way excluding those items that are the school's responsibility.

Installation of a School Signal

Description: Install a permanent signal that operates in accordance with the schedule agreed to by MoDOT. Typical schedule includes when school starts in the morning, when school lets out in the afternoon and other times during the school day when there is a significant amount of cars entering and exiting. Special events outside of the school day would be allowed if the condition warrants activation of the signal and is approved by MoDOT. Due to the significant amount of EB left turn traffic into the school, it is highly recommended that separate left turn lanes be installed along with the signalization. Our manual indicates that Advance Flashers would need to be installed by the School along with the signal; however, the agreement does not.

Potential Installation Cost:	Traffic Signal	\$110,000
	Left Turn Lane	\$100,000
	20% Incidentals	\$ 42,000
	TOTAL	\$252,000

City/School Responsibilities:

- 50% of the Traffic Signal cost
- 100% of the Left turn Lane Improvements
- All monthly power costs until the signal is removed

MoDOT Responsibilities:

- 50% of the Traffic Signal cost
- Provide standards and specifications for construction.
- Provide appropriate signal timing.
- Maintenance of the signals upon completion of the project.

Construction of a Roundabout

Description: Construct a roundabout at the intersection that would accommodate a school bus such that it would not have to use the truck apron and accommodate a WB67 with a truck apron.

Potential Installation Cost: **\$140,000 to \$775,000**

These are based on roundabouts that have been built in the state so far. Throwing out the low and the high, the average is **\$275,000**.

City/School Responsibility: 50% of project cost

MoDOT Responsibility: 50% of project cost
Ongoing Maintenance

Constitution - Tribune

Print this story

R-2 board approves intersection upgrades

Print Page

The Chillicothe R-2 school board voted unanimously Tuesday night to partner with the Missouri Department of Transportation, the city and possibly the county to fund changes in the intersection near the Chillicothe High School.

The action occurred Tuesday evening at R-2 district headquarters during the board's regular January meeting.

The improvements would be at the intersection of Missouri 190, Hornet Drive and Tomahawk just south of the high school and would include an extended turning lane and a flashing light.

The highway project involves extending the westbound right turn lane from 140 feet to 300 feet with an additional 140-foot taper and installation of a raised delineator system along the lane line to force those drivers wanting to turn right to enter the lane early. MoDOT would pay for half of the project cost while the balance would be split equally with a local match.

The second part of the improvement would include the installation of a solar-powered advanced school flasher assembly for both the eastbound and westbound Missouri 190 traffic at either the school property lines or a pre-designated distance from the intersection. The assembly can either establish a school speed limit or just show an advance school warning sign. The assembly is expected to cost \$7,200 which would be paid for completely with local funds.

The city and school district have been talking with the MoDOT about this issue and were told that the intersection does not warrant a traffic light.

Board members also advised Superintendent Dale Wallace to approach the city regarding possibly lowering the speed limit in the area and/or installing speed bumps to further slow traffic down.

The board's vote is contingent on the city's participation in funding the project.

In other business, the board voted to cap the district's mileage rate at 48.5 cents. Wallace told board members that the district adopted a policy a few years ago to mirror the federal rate. The superintendent recommended that the board set the mileage rate at its current setting - 48.5 cents and then revise the rate when need arises in the future. The district's current mileage rate, Wallace said, is significantly higher than any other rate paid by other northwest Missouri school districts. . . .

Close Window

CCO Form: DE07
Approved: 07/97 (DPP)
Revised: 02/07 (MRA)
Modified:

Route: MO190
County: Livingston
City: Chillicothe
Job No.: J2S2153

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST APPORTIONMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and **Chillicothe RII School District** (hereinafter, "**District**").

WITNESSETH:

WHEREAS, the Commission owns and maintains Route 190 in Livingston County as part of the State Highway System;

WHEREAS, the parties desire the improvement of Route 190 at Liv239 (Hornet Drive).

WHEREAS, the District is willing to **fund the installation of a solar powered advance school flasher that is part of** the construction or reconstruction of the improvements subject to the terms and conditions herein.

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

(1) PURPOSE: The purpose of this agreement is to coordinate participation by the District in the cost of the Commission's public improvement for Route 190, in the County of Livingston, designated as Job No. **J2S2153**. This public improvement will involve **adding an additional 160 feet of vehicle storage for westbound MO190 turning right onto Hornet Drive, 200 feet of mountable raised curb along the lane line between the westbound thru lane and the right turn lane, and installation of solar powered advance school flashers.**

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Beginning at Route 190 Sta. 1003+90, a Point 1316 feet west of intersection of US65 and Route 190. Length of improvement is 440 feet.

The general location of the public improvement is shown in "Exhibit A." The detailed

location of the improvement will be shown on the plans prepared by the Commission for the above-designated route and project.

(3) **COMMISSION REPRESENTATIVE:** The Commission's **North Central District Engineer** 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.

(4) **PROJECT RESPONSIBILITIES:** With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with MoDOT's most current Local Public Agency (LPA) Manual.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(5) **INSTALLATION OF ADVANCE SCHOOL FLASHERS:** With regard to the installation of advance school flashers, the parties agree to the following:

(A) **MAINTENANCE RESPONSIBILITIES:** Upon completion of the project, the Commission, at its expense, will provide all future maintenance of the roadside flasher installation equipment that is installed on the Commission's right-of-way. All other equipment will be the responsibility of the District. If solar equipment is used to provide power to the flashers, the District will be responsible for the maintenance of the solar panels, solar controller, and storage batteries. Any modifications to the flasher equipment maintained by the Commission shall be made by the Commission. Any modifications to the flasher equipment maintained by the District shall be made by the District after approval by the Commission.

(B) **OPERATING COST:** All initial and future electrical operating

costs shall be borne by the District.

(C) **REMOVAL:** If the District fails to comply with the provisions stated herein regarding the operation and financial responsibilities, the Commission may remove the roadside flasher installation. If the Commission determines the roadside flasher is no longer justified, the Commission may remove same. In addition, the Commission may remove the roadside flasher from its right of way if the Commission, in its sole discretion, determines that the District has abused the use of the roadside flasher. Abuse includes, but is not limited to, repeated activation of the roadside flasher when circumstances do not warrant its use. In addition, if the Commission, in its sole discretion, determines that the removal of the roadside flasher from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the roadside flasher.

(D) **OPERATION:** When school is in session, the roadside flasher installation operation period shall be as follows:

Morning	<u>7:15</u>	a.m. to	<u>8:00</u>	a.m.
Noon	<u> </u>	a.m. to	<u> </u>	p.m.
Afternoon	<u>2:30</u>	p.m. to	<u>3:15</u>	p.m.

The above describes normal operational periods. Any other desired periods of operation for special events shall be submitted to Commission representative for approval prior to the event and shall be considered as extra hours operation. The District will be responsible for activating the special event control, which can be accomplished by manual control.

Changes in hours of operation shall be submitted in writing to the Missouri Department of Transportation's North Central District office for approval.

(6) **PAYMENT RESPONSIBILITIES:** With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The currently estimated cost of the project is **forty-eight thousand nine-hundred seventy-seven dollars (\$48,977.00)**. The details of the estimated cost breakdown may be seen in "Exhibit B," which is incorporated herein and attached hereto. The total project cost will include preliminary engineering, right of way acquisition, utility relocation, project construction, and work inspection.

(B) The Commission will pay an estimated cost of **forty-one thousand two-hundred thirty-seven dollars (\$41,237.00)** toward the actual project costs that are not associated with the installation of the solar powered advance school flasher. In addition, the Commission will also be responsible for the costs associated with administration of the construction contract and inspection of the work performed by the construction contractor, at no cost or expense to the District.

(C) The District shall remit a check to pay the Commission in the amount of **seven-thousand seven-hundred forty dollars (\$7,740.00), by April 1, 2008 for the installation of the solar powered advance school flasher.** This check shall be made payable to the "Missouri Highway and Transportation Commission – Local Fund." If the District fails to make this payment, the Commission is under no obligation to continue with the project. The District agrees that all funds deposited by the District, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed for other state funds. All interest monies shall be payable to the fund and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the District for this project, the District, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the District shall be refunded to the District based on its pro rata share of the investment.

(7) 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 representatives of the District and the Commission.

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

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

(10) APPROVAL OF FHWA AND AVAILABILITY OF FUNDS: This Agreement is entered into subject to the approval of the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(11) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the District with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the District.

(12) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

(13) 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.

(14) 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 District.

(15) NO INTEREST: By contributing to the cost of this project or improvement, the District gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the District shall not be entitled to a refund of the funds contributed by the District pursuant to this Agreement.

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

(17) 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.

(18) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(19) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(20) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

[remainder of page intentionally left blank]

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

Executed by the District this 31st day of JAN, 2008.

Executed by the Commission this 6 day of February, 2008.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By *Kenn Hunt*
Title Chief Engineer

ATTEST: (Commission seal)
Pamela Hark
Secretary to the Commission

APPROVED AS TO FORM:
Mich Ray Alexander
Commission Counsel

CHILlicothe RII SCHOOL DISTRICT

By *Bob Walker*
Title Superintendent

By *Eric Reeter*
Title Board President

By *Kristi Newlin*
Title Board Secretary

ATTEST: (District seal, if existing)
By _____
Title _____

APPROVED AS TO FORM:
By _____
Title _____



COPY

ACKNOWLEDGMENT BY SCHOOL DISTRICT

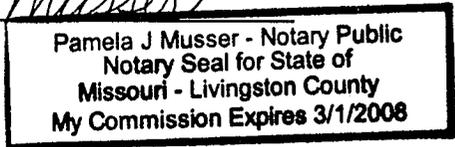
STATE OF MISSOURI)
) ss
COUNTY OF LIVINGSTON)

On this 31st day of January, 2008, before me appeared Dale Wallace personally known to me, who being by me duly sworn, did say that he is the Superintendent of the Chillicothe RII School District and that the foregoing instrument was signed and sealed on behalf of the Chillicothe RII School District by authority of its School Board and that he/she acknowledged said instrument to be the free act and deed of the Chillicothe RII School District and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Pamela J Musser

Notary Public



My Commission Expires: 3-1-2008