

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 09


In the County Commission of said county, on the 11<sup>th</sup> day of August 20 09

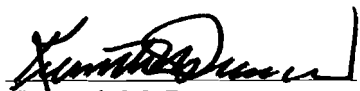
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a conditional use permit for James and Donna McManama on behalf of Ethan W. Taylor for an agri-business use on 3.74 acres located at 22900 N. March Rd., Centralia.

Done this 11<sup>th</sup> day of August, 2009.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

## CONDITIONAL USE PERMIT BOONE COUNTY, MISSOURI

PROPERTY OWNER: **James & Donna McManama**  
**Ethan W. Taylor**

ADDRESS: 22900 N March Rd., Centralia, MO 65240

LEGAL DESCRIPTION: NW1/4 Sec. 9, Twp. 51 N, R 11 W

ZONING: A-2 (Agriculture) and A-R (Agriculture Residential)

DATE APPROVED: 7/28/2009

CONDITIONAL USE: Agri-business use on 3.74 acres.

CONDITIONS OF APPROVAL:

- That fire protection equipment is installed to the satisfaction of the Boone County Fire Protection District and the commercial building code.

VOID DATE: Void if not used by 7/27/2010 or is not used for any continuous 12 month period from original issue date.

EXPIRATION DATE: N/A

### ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions shown on the reverse side hereof, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Planning and Building Inspection and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:

  
\_\_\_\_\_  
County Clerk

BOONE COUNTY, MISSOURI  
BOONE COUNTY COMMISSION

by   
\_\_\_\_\_  
Presiding Commissioner

APPROVED:

  
\_\_\_\_\_  
Director, Boone County Planning and Building Inspection

Dated: 08/11/09

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STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 09

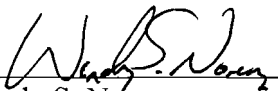
In the County Commission of said county, on the 11<sup>th</sup> day of August 20 09

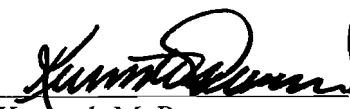
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a mobile home park license to be issued to David L. Sallee for the Sallee Post-Service Sanctuary Mobile Home Park, consisting of three mobile homes located at 11251 N Hecht Rd., Hallsville, MO.

Done this 11<sup>th</sup> day of August, 2009.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

Boone County, Missouri



LICENSE

365-2009

Amount Paid	ORIGINAL
	\$53.00
Date 08/11/2009 Permit NO. 205	

Applicant SALLEE POST SERVICE SANCT

Address 3300 E MT. ZION CHURCH RD  
HALLSVILLE 65255

Phone: 573-268-2746

Permit To 2009 MHP LICENSE

Number of Units 3

At (Location) NORTH ON ROUTE B, EAST ON MT.ZION CHURCH, NORTH ON HECHT RD

911 Address 11251 N HECHT RD HALLSVILLE 65255

Subdivision

Size 5.00 Acres

Zoning R-S

Planning Director

Owner SALLEE DAVID

Estimated Cost

205



# APPLICATION FOR MOBILE HOME PARK LICENSE BOONE COUNTY, MISSOURI

\*\*\*Incomplete or illegible forms will be returned\*\*\*

## PARK LICENSE

APPLICATION FEE: \$50.00  
(PLUS \$1.00 PER LOT)

- Please complete/provide the required information.
- Make checks payable to: **BOONE COUNTY**

NAME OF MOBILE HOME PARK Sallee Post Service Sanctuary

OWNER/MANAGER OF PARK D. L. Sallee

OWNER/MANAGER MAILING ADDRESS 3300 E. Mt. Zion Ch. Rd.  
Hallsville, Mo. 65255

DAYTIME TELEPHONE NO (573) 268-4716

PROPERTY OWNER NAME \_\_\_\_\_  
(If different from above)  
ADDRESS \_\_\_\_\_

LEGAL DESCRIPTION (attach copy of deed) attached

TOTAL MOBILE HOME SPACES PROPOSED 3

ACREAGE OF PROPERTY 5

**Applicant must provide complete engineering plans and specifications of the proposed park showing but not limited to the following:**

1. The area and dimensions of the tract of land;
2. The number, location, and size of all mobile home lots;
3. The location and width of roadways and walkways;
4. The location of water and sewer lines and riser pipes;
5. Plans and specifications of the water supply and refuse and sewage disposal facilities;
6. Plans and specifications of all buildings constructed or to be constructed within the mobile home park;
7. The location and details of lighting and electrical systems;
8. Stage construction shall be indicated.

D. L. Sallee  
SIGNATURE OF OWNER/MANAGER

8/4/09  
DATE  
Paula Evans  
ACCEPTED BY DATE



Recorded In Boone County, Missouri  
 Date and Time: 07/25/2007 at 04:10:23 PM  
 Instrument #: 2007019160 Book:3187 Page:127  
 Grantor MILLER, BILLY E JR  
 Grantee SALLEE, DAVID L

Instrument Type QTCL  
 Recording Fee \$27.00 S  
 No of Pages 2

*Battle Johnson*  
 Battle Johnson, Recorder of Deeds



**QUIT CLAIM DEED**

THIS INDENTURE, made on the 21<sup>st</sup> day of July, 2007, by and between BILLY E. MILLER, JR., a single person, of the County of Boone, in the State of Missouri, GRANTOR, and DAVID L. SALLEE, a single person, of the County of Boone and State of Missouri, GRANTEE.

Grantees' mailing address is: 3300 Mt. Zion Road, Hallsville, MO 65255.

WITNESSETH, That the said GRANTOR in consideration of the sum of ten dollars (\$10.00) and other valuable considerations paid by the said GRANTEE, the receipt of which is hereby acknowledged, does by these presents, REMISE, RELEASE AND FOREVER QUIT CLAIM, unto the said GRANTEE, the following described real estate, lying, being and situate in the County of Boone and State of Missouri, to-wit:

A tract of land in Southwest 1/4 Southeast 1/4 of Section 25, Township 50 North, Range 12 West, more particularly described as follows:

Beginning at a point 132 feet North of the Southwest 1/4 Southeast 1/4 on West line of said Southeast 1/4 thence Easterly 1325 feet parallel to the South line of said Southwest 1/4 Southeast 1/4 to the East line thereof, said line lying in a gravel road, thence Northerly 165 feet along said East line to a corner thence Westerly along a line parallel to the North line of said Southwest Southwest 1/4 Southeast 1/4 a distance of 1324.3 feet to the West line of said Southeast 1/4 thence Southerly along said West line a distance of 165.0 feet to the point of beginning. Said tract contains 5.0 acres, more or less. The above described tract is a part of SURVEY recorded in BOOK 383 PAGE 955 of Boone County Records.

TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging unto the said GRANTEE, and their heirs and assigns, FOREVER; so that neither the said GRANTOR, nor their heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said GRANTOR has hereunto set his hand the day and year first above written.

*Billy E. Miller Jr.*  
 BILLY E. MILLER, JR.

BOONE COUNTY MO JUL 25 2007

STATE OF MISSOURI )  
( ss.  
COUNTY OF BOONE )

On this 21 day of July, 2007, before me personally appeared BILLY E. MILLER, JR., a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, the day and year first above written.

My term expires: 6/6/10

Billie Connally  
NOTARY PUBLIC  
Billie Connally  
~~[print notary's name here]~~

BILLIE CONNALLY  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
BOONE COUNTY  
MY COMMISSION EXPIRES JUNE 6, 2010  
COMMISSION #08890546

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

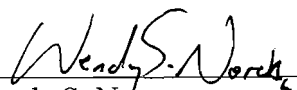
Term. 20 09


In the County Commission of said county, on the 11<sup>th</sup> day of August 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 the Presiding Commissioner to sign the Award and Special Conditions for the Cyber Crimes Grant.

Done this 11<sup>th</sup> day of August, 2009.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner





MISSOURI DEPARTMENT OF PUBLIC SAFETY  
 OFFICE OF THE DIRECTOR  
 AWARD OF CONTRACT

P.O. Box 749  
 Jefferson City, Missouri 65102  
 Phone: (573) 751-4905

Contractor Name:

**Boone, County of**

Project Title:

**Mid-Missouri Internet Crimes Task Force**

Contract Period:

FROM **6/1/2009 12:00:00 AM** TO **6/30/2010 12:00:00 AM**

State/Federal Funds Awarded:

**\$194,479.36**

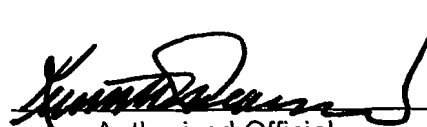
Contract Number:

**2009-MJCCG-001**

Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Special Conditions. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

**This award is subject to Special Conditions (if the box is checked, see attached).**

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

  
 Authorized Official 8/11/09  
Date

  
 Project Director 8-10-09  
Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the Deputy Director of the Department of Public Safety.

\_\_\_\_\_  
 Deputy Director, Department of Public Safety

**June 1, 2009**

\_\_\_\_\_  
 Award Date

# MJCCG/JAG SPECIAL CONDITIONS

MISSOURI DEPARTMENT OF PUBLIC SAFETY  
Criminal Justice/Law Enforcement Grant Section  
American Recovery and Reinvestment Act of 2009 (Recovery Act)  
Multi-Jurisdictional Cyber Crime Grant (MJCCG)  
Edward Byrne Memorial Justice Assistance Grant (JAG) Program

<b>Applicant Agency:</b>	Boone, County of
<b>Project Title:</b>	Mid-Missouri Internet Crimes Task Force
<b>Contract Number:</b>	2009-MJCCG-001
<b>Contract Period:</b>	6/1/2009 12:00:00 AM to 6/30/2010 12:00:00 AM

By signing the Award of Contract and Special Conditions for the Recovery Act - MJCCG/JAG Program, the unit of local government (Applicant Agency, hereafter Applicant) enters a binding contract with the Missouri Department of Public Safety to purchase the specific items approved under this contract and perform the services as outlined in the approved application. In accepting this award and JAG program-specific special conditions, the unit of local government and law enforcement agency agrees to the following:

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## STATE OF MISSOURI / DEPARTMENT OF PUBLIC SAFETY SPECIAL CONDITIONS:

- RELEASE OF FUNDS:** No funds will be disbursed under this contract until such time as all required documents are signed by the Authorized Official and Project Director and returned to the Missouri Department of Public Safety, Office of the Director for final review and signature by the Director or his/her designee.
- PEACE OFFICER CERTIFICATION:** The law enforcement agency under this contract assures it is in full compliance with Sections 590.100 to 590.180, RSMo relating to peace officer certification. Section 590.180, RSMo, subsection 2 requires that, *"Any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 or who is otherwise in violation of any provision of section 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety, or criminal justice purposes."*
- UCR, RACIAL PROFILING, & FEDERAL SEIZURE REPORTING:** The law enforcement agency under this contract assures that it is in full compliance with the provisions of Section 43.505 RSMo relating to uniform crime reporting, Section 590.650, RSMo relating to racial profiling reporting, and Section 513.653 RSMo relating to the audit of federal seizures. Failure to comply with these sections by the law enforcement agency may result in the withholding of federal funds or termination of this Contract.
- DATA COLLECTION:** To complete and submit any reports required for this program. The reports requested may require reporting on fiscal, operational, and statistical matters. Failure to submit reports by the deadline dates may result in delay for reimbursement requests.
- ALLOWABLE COSTS:** Only allowable and approved contract purchases can be reimbursed from this account. This fund may not be utilized to pay debts incurred by other activities.
- ACTIVITIES WITHIN CONTRACT PERIOD:** To purchase or use funds only towards those items approved in the contract application no later than the last day of the contract period. Any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety.
- EQUIPMENT:** To submit copies of invoices to the Missouri Department of Public Safety for any equipment with the monthly expenditure report to verify approved purchases.

8. **EQUIPMENT TAGS:** Any equipment items purchased under this contract will be used for criminal justice purposes only and must be labeled with an inventory control tag that states the item was purchased with Recovery-MJCCG/JAG funds. All items must also be recorded in an inventory control listing.

**TRAINING:** To submit copies of training certificates (or adequate documentation in the event a certificate is not generated) with the monthly expenditure report to verify the completion of training as funded by the Missouri Department of Public Safety.

10. **PROGRAM CHANGES:** Notify the Missouri Department of Public Safety on the *Change of Information* form in the event of a change in the Authorized Official, Project Director, Officer in Charge, and/or other program staff approved within the contract.

11. **BUDGET CHANGES:** Budget Revisions must be submitted in writing on a *Request to Revise the Budget* form at least 30 days prior to the end of the contract period and at least 30 days prior to the proposed change going into effect. Any budget revisions received less than 30 days prior to the end of the contract will not be reviewed.

12. **MONITORING:** All documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request.

13. **ENFORCEABILITY:** If a Applicant fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

14. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

a. Pursuant to §285.530.1, RSMo, the Applicant assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Applicant shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

b. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

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**OFFICE OF JUSTICE PROGRAMS GENERAL SPECIAL CONDITIONS:**

1. **FINANCIAL GUIDE:** The Applicant agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

<http://www.ojp.usdoj.gov/financialguide/index.htm>

2. **CIVIL RIGHTS/EEOP:** The Applicant acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Applicant is required to submit one pursuant to 28 CFR section 42.302), approved by the Office of Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Applicant is in compliance.

3. **AUDIT:** The Applicant agrees to comply with the organizational requirements of OMB Circular, A-133, Audits of States, Local Governments and Non-Profit organizations, as further described in the current edition of OJP's Financial Guide, Chapter 19.

4. **USE OF FEDERAL FUNDS/LOBBYING:** The Applicant understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express written approval of OJP.

**NEPA:** The Applicant agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds. Accordingly, prior to obligating grant funds, the Applicant agrees to first determine if any of the following activities will be related to the use of the grant funds.

The Applicant understands this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity being conducted by the Applicant or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- A. New construction;
- B. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- C. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
- D. Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.
- E. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Application of This Special Condition to Applicant's Existing Programs or Activities: For any of the Applicant's existing programs or activities that will be funded by these grant funds, the Applicant, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of national or program environmental assessment of that funded program or activity.

6. **28 C.F.R. PART 23:** The Applicant agrees to comply with 28 CFR Part 23 if federal funds are used to support Criminal Intelligence Systems.
7. **JAG NON-SUPPLANTING:** The Applicant assures that funds received under this contract will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
8. **SAFE STREETS ACT:** The Applicant assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C.
9. **DISCRIMINATION:** Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.
10. **ENFORCING CIVIL RIGHTS LAWS:** All recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

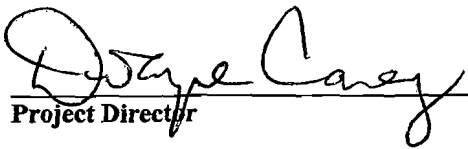
11. **LIMITED ENGLISH PROFICIENCY (LEP):** In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S. C., recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs or activities for persons with LEP. For more information, visit <http://www.lep.gov>.

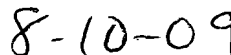
*Failure to comply with any of the foregoing Special Conditions could result in funds being withheld until such time as the Applicant takes appropriate action to rectify the incident(s) of non-compliance. The Applicant hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.*

**Applicant Acceptance of Special Conditions:**

  
\_\_\_\_\_  
Authorized Official

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Project Director

  
\_\_\_\_\_  
Date

# **RECOVERY ACT - MJCCG/JAG SPECIAL CONDITIONS**

**MISSOURI DEPARTMENT OF PUBLIC SAFETY  
Criminal Justice/Law Enforcement Grant Section  
American Recovery and Reinvestment Act of 2009 (Recovery Act)  
Multi-Jurisdictional Cyber Crime Grant (MJCCG)  
Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

<b>Applicant Agency:</b>	Boone, County of
<b>Project Title:</b>	Mid-Missouri Internet Crimes Task Force
<b>Contract Number:</b>	2009-MJCCG-001
<b>Contract Period:</b>	6/1/2009 12:00:00 AM to 6/30/2010 12:00:00 AM

**By signing the Award of Contract and Special Conditions for the Recovery Act - MJCCG/JAG Program, the unit of local government (Applicant Agency, hereafter Applicant) enters a binding contract with the Missouri Department of Public Safety to purchase the specific items approved under this contract and perform the services as outlined in the approved application. In accepting this award and Recovery Act-JAG program-specific special conditions, the unit of local government and law enforcement agency agrees to the following:**

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In accordance with the American Recovery and Reinvestment Act of 2009 (ARRA), §3, funds made available under ARRA should be used to preserve and create jobs and promote economic recovery; assist those most impacted by the recession; provide investment needed to increase economic efficiency by spurring technological advances in science and health; invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. ARRA funds should be managed and expended so as to achieve the purposes specified as quickly as possible consistent with prudent management.

Congress has specifically mandated that all ARRA recipients that receive funds directly from the federal government must report on the use of said funds for purposes of transparency and oversight. All funds issued under ARRA are subject to unparalleled scrutiny, with specific distribution and reporting requirements by the federal government and the State of Missouri.

ARRA funds are derived from a unique funding source and shall be tracked separately at all times. Accordingly, it is agreed and understood that by accepting ARRA funds through this contract that each Applicant assures that it will fully comply with the requirements herein and any requirements hereafter issued by the federal government or the State of Missouri for compliance with ARRA and other related federal and state laws. Further, it is understood that this contract is subject to all applicable terms and conditions of ARRA. It is anticipated that future guidance on requirements for tracking and reporting expenditures of ARRA funds will be issued by the Director of the Office of Management and Budget (OMB) or other federal agencies. Each Applicant specifically assures that it will comply with all such requirements as published at any time during the contract period in order to allow for the accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.

## ***OFFICE OF JUSTICE PROGRAMS SPECIAL CONDITIONS:***

- 1. CONFLICT WITH OTHER STANDARD TERMS AND CONDITIONS:** The Applicant understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements.
- 2. ACCESS TO RECORDS; INTERVIEWS:** The Applicant understands and agrees that Department of Justice (including Office of Justice Programs and the Office of the Inspector General), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award. The Applicant also understands

9. **PROTECTING STATE AND LOCAL GOVERNMENT AND CONTRACTOR WHISTLEBLOWERS:** The Applicant recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross mismanagement, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act: [www.ojp.usdoj.gov/recovery](http://www.ojp.usdoj.gov/recovery).
10. **LIMIT ON FUNDS (RECOVERY ACT, SECTION 1604):** The Applicant agrees that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
11. **WAGE RATE REQUIREMENTS (RECOVERY ACT, SECTION 1606):** The Applicant understands that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.
12. **NEPA AND RELATED LAWS:** The Applicant understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 *et seq.*) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Applicant agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
13. **MISUSE OF AWARD FUNDS:** The Applicant understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

**ADDITIONAL REQUIREMENTS AND GUIDANCE:** The Applicant agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarification of Recovery Act requirements.

15. **ADDITIONAL REPORTING REQUIREMENTS:** A 2008 amendment to the Transparency Act called the "Government Funding Transparency Act of 2008" (Public Law 110-252) added a requirement to collect compensation information on certain chief executive officers (CEOs) of the recipient and subrecipient entity. Accordingly, the Applicant understands that it may be required to report information under the Transparency Act, including, but not limited to:
- a. The name of the entity receiving the award;
  - b. The amount of the award;
  - c. The transaction type;
  - d. The funding agency;
  - e. The Catalog of Federal Domestic Assistance number;
  - f. The program source;
  - g. The location of the entity receiving the award, including four data elements for the city, State, Congressional district, and country;
  - h. The location of the primary place of performance under the award, including four data elements the city, State, Congressional district, and country;
  - i. A unique identifier of the entity receiving the award;
  - j. A unique identifier for the parent entity for the recipient, should the recipient be owned by another entity; and
  - k. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.

**STATE OF MISSOURI/DEPARTMENT OF PUBLIC SAFETY SPECIAL CONDITIONS:**

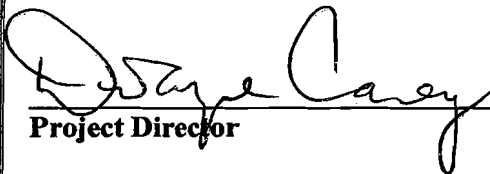
1. **WHISTLEBLOWER PROTECTION:** In accordance with ARRA, §1553, the Applicant assures that it shall fully comply with said section, including, but not limited to, assuring that its employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal government or any representative thereof, the State of Missouri, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to this contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the Applicant assures that it shall post notice of the rights and remedies provided in ARRA, §1553.
2. **INSPECTION OF DOCUMENTS:** In accordance with ARRA, §§902, 1514 and 1515, the Applicant assures that it will cooperate with any representative of the State of Missouri, Comptroller General, or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) in the examination of its records that pertain to, and involve transactions relating to this contract, and agrees that it and its personnel can be interviewed by said entities regarding this contract and related program.
3. **ADDITIONAL RESTRICTIONS:** In accordance with ARRA, §1554, the Applicant assures to the maximum extent possible that it will award contracts funded in whole or in part with ARRA funds as fixed-price contracts through the use of competitive procedures. It will also provide a summary to the State of Missouri, Department of Public Safety of any said contract awarded by the Applicant that is not fixed-price and not awarded using competitive procedures for posting in a special section of the website established in ARRA, §1526.

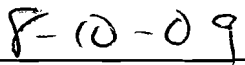
*Failure to comply with any of the foregoing Special Conditions could result in funds being withheld until such time as the Applicant takes appropriate action to rectify the incident(s) of non-compliance. The Applicant hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.*

**Applicant Acceptance of Special Conditions:**

  
\_\_\_\_\_  
Authorized Official

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Project Director

  
\_\_\_\_\_  
Date



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 09

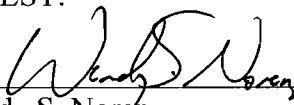
In the County Commission of said county, on the 11<sup>th</sup> day of August 20 09  
 the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase reimbursables for Phase I of the Government Center remodel project:


Department	Account	Department Name	Account Name	Decrease	Increase
4010	71212	Gov Center Capital Project	A/E Reimbursables		\$1,584.00


Done this 11<sup>th</sup> day of August, 2009.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 09

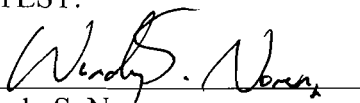
In the County Commission of said county, on the 11<sup>th</sup> day of August 20 09


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

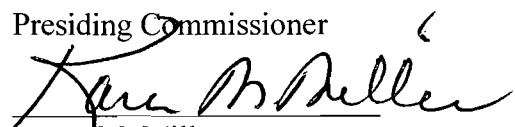
Now on this day the County Commission of the County of Boone does hereby authorize the closing of Fred S. Sapp Rd., which will end the public maintenance of the road, but leave the public easement in place.

Done this 11<sup>th</sup> day of August, 2009.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

RECEIVED JUN 20 2008

Maria Mendenhall  
Agent for Providence Farms LLC  
1400 Forum Blvd  
Columbia, MO 65203  
June 20, 2008

Karen Miller  
District 1 Commissioner  
Boone County MO  
801 E. Walnut - Room 245  
Columbia, MO 65201

Dear Karen:

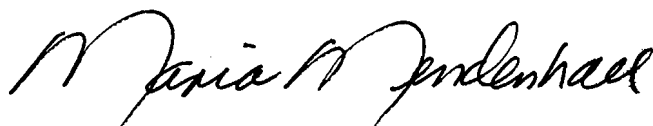
I am writing this letter of request as a representative of Providence Farms LLC. Our property is located southwest of Columbia, off Old Plank Road. Just East of Old Plank Road, off a short road named West Dothage, is a short gravel road named Fred S. Sapp Rd. which runs south into the middle of Providence Farms and dead-ends in our property.

We have been experiencing a tremendous amount of littering and not just small items or bags of trash, but also large items such as stoves, refrigerators, large pieces of metal, etc.. This area also seems to be popular with people looking for a party location, who are leaving their empty containers and trash on our land. We have also experienced hunters coming on to the land to hunt without permission all year around, in spite of our no trespassing posters. Last year I found multiple remnants of fireworks being set off very close to our large bales of hay around the fourth of July. I am very concerned about the same happening this year.

Fred S. Sapp is a short gravel road which is allowing access into our property for people to trash and abuse it. The only other property owner affected by this road is Alberto & Michelle Dias-Ariaz, with whom I have spoken and who agree with our request. I am requesting permission to close access to the public into Fred S. Sapp Rd. by allowing us to install a gate across the entrance.

If you have any questions, or need more information please call me at 808-6711. Thank you for your help with this matter.

Sincerely,



Maria Mendenhall

August 4, 2009

Karen M. Miller  
District 1 Commissioner  
Boone County MO  
801 E. Walnut, Room 245  
Columbia, MO 65201  
Karen M. Miller  
District 1 Commissioner  
Boone County MO  
801 E. Walnut, Room 245  
Columbia, MO 65201

Dear Ms Miller,

I am re-writing this letter. Not sure what happened to the previous one. It either did not arrive (shame on the post office) or your staff misplaced it.

In any event, my wife and I, are in agreement with Maria Mendenhall and her wanting to place a gate to prevent public access off Fred S. Sapp Rd to people from going into the our properties.

Thanks for allowing us to do this.



Alberto & Michele Diaz-Arias

2010 Chapel Ride Rd

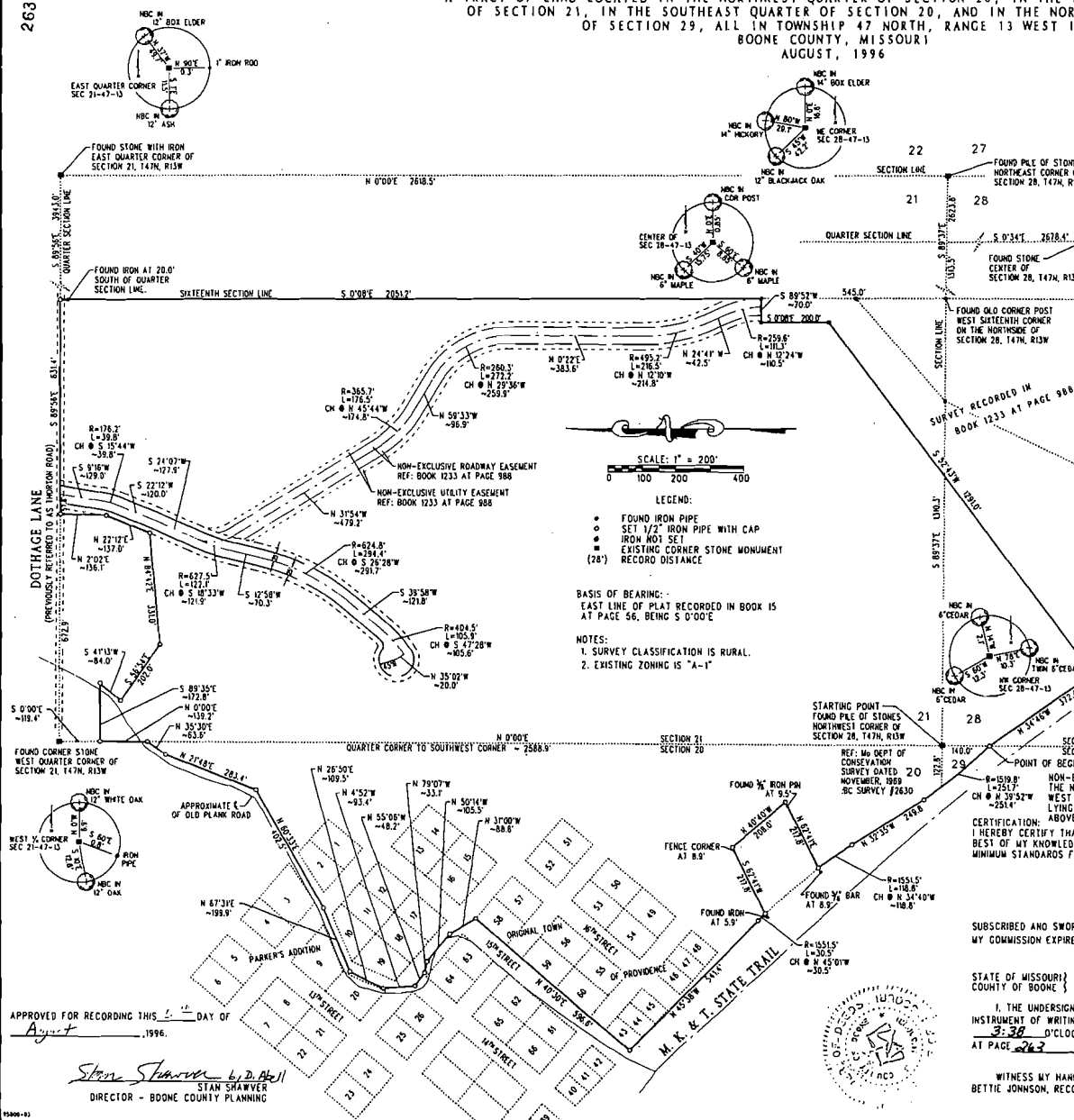
Columbia, MO 65203

# SURVEY FOR ROBERT SAPP

IT IS THE INTENT OF THIS SURVEY TO ESTABLISH THE BOUNDARIES OF A PORTION OF THE TRACT DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 237 AT PAGE 421 OF THE BOONE COUNTY RECORDS.

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, IN THE SOUTHWEST QUARTER OF SECTION 21, IN THE SOUTHEAST QUARTER OF SECTION 20, AND IN THE NORTHEAST QUARTER OF SECTION 29, ALL IN TOWNSHIP 47 NORTH, RANGE 13 WEST IN BOONE COUNTY, MISSOURI  
AUGUST, 1996

263



**SURVEY DESCRIPTION:**  
 A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20 AND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, ALL IN TOWNSHIP 47 NORTH, RANGE 13 WEST IN BOONE COUNTY, MISSOURI, ENCOMPASSING ALL OF LOTS 43 THROUGH 60 AND A PORTION OF LOTS 43 AND 44. ALL OF THE ORIGINAL TOWN OF PROVIDENCE, AND ALL OF LOTS 1, 2, AND 10 THROUGH 19 OF PARKER'S ADDITION TO THE TOWN OF PROVIDENCE, ALSO BEING A PORTION OF THE TRACT DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 237 AT PAGE 421 OF SAID COUNTY RECORDS AND BEING FURTHER DESCRIBED BY WARRANTY DEEDS STARTING AT THE COMMON CORNER OF SECTION 21, SAID, AND DESCRIBED ABOVE THENCE S 0° 0' E, 140.0 FEET TO THE NORTHEASTLY BOUNDARY OF THE M. K. & T. STATE TRAIL, AND THE POINT OF BEGINNING; THENCE WITH SAID BOUNDARY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1518.9 FEET FOR AN ARC LENGTH OF 251.7 FEET TO A POINT, SAID POINT LYING N 39° 52' W, 251.4 FEET FROM THE PREVIOUS POINT; THENCE N 32° 35' W, 249.8 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1551.5 FEET FOR AN ARC LENGTH OF 118.8 FEET TO A POINT, SAID POINT LYING N 44° 40' W, 118.8 FEET FROM THE PREVIOUS POINT; THENCE LEAVING SAID BOUNDARY AND ALONG THE BOUNDARY OF A ONE ACRE TRACT DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 636 AT PAGE 873 OF SAID COUNTY RECORDS, N 82° 41' E, 217.8 FEET; THENCE N 40° 45' W, 208.9 FEET; THENCE S 82° 41' W, 217.8 FEET TO THE NORTHEASTLY BOUNDARY OF SAID TRACT; THENCE WITH SAID BOUNDARY ALONG A CURVE TO THE LEFT HAVING A RADIUS 1551.5 FEET FOR AN ARC LENGTH OF 30.5 FEET TO A POINT, SAID POINT LYING N 45° 01' W, 30.5 FEET FROM THE PREVIOUS POINT; THENCE IN 45° 38' W, 944.4 FEET; THENCE LEAVING SAID BOUNDARY AND ALONG THE EASTERLY SIDE OF FIFTEENTH STREET OF THE ORIGINAL TOWN OF PROVIDENCE, N 40° 30' E, 586.6 FEET TO THE NORTHWEST CORNER OF LOT 58 OF THE ORIGINAL TOWN; THENCE LEAVING SAID EASTERLY SIDE AND WITH THE MEANDERING EASTERLY SIDE OF OLD PLANK ROAD APPROXIMATELY ALONG THE FOLLOWING COURSE, N 31° 00' W, 88.8 FEET; THENCE N 50° 14' W, 105.5 FEET; THENCE S 79° 07' E, 33.1 FEET; THENCE N 55° 06' W, 48.2 FEET; THENCE N 45° 33' E, 93.4 FEET; THENCE N 28° 50' E, 108.5 FEET; THENCE N 87° 31' E, 189.9 FEET; THENCE N 60° 33' E, 402.5 FEET; THENCE N 21° 48' E, 283.4 FEET; THENCE N 35° 30' E, 43.6 FEET TO THE COMMON LINE BETWEEN SAID SECTIONS 20 AND 21; THENCE WITH SAID SECTION LINE, N 0° 00' E, 139.2 FEET TO THE SOUTHWEST CORNER OF TRACT DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 291 AT PAGE 575, SAID POINT LOCATED S 0° 00' E, 104 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 21; THENCE S 89° 35' E, 172.8 FEET TO THE EASTERLY SIDE OF OLD PLANK ROAD; THENCE WITH SAID SIDE S 41° 13' W, 84.0 FEET; THENCE LEAVING THE EASTERLY SIDE OF SAID ROAD S 56° 54' E, 202.0 FEET; THENCE N 64° 42' E, 331.0 FEET; THENCE N 22° 12' E, 37.0 FEET; THENCE N 2° 02' E, 186.1 FEET TO THE QUARTER SECTION LINE OF SAID SECTION 21; THENCE WITH SAID LINE S 89° 56' E, 81.4 FEET TO THE SIXTEENTH SECTION LINE OF SAID SECTION 21; THENCE ALONG SAID SIXTEENTH LINE, S 0° 00' E, 2051.2 FEET TO THE NORTHEAST CORNER OF TRACT 1 OF SURVEY RECORDED IN BOOK 1233 AT PAGE 988; THENCE LEAVING SAID LINE AND WITH THE NORTHERLY SIDE OF TRACT 1, S 89° 52' W, 70.2 FEET; THENCE S 0° 00' E, 200.0 FEET; THENCE S 52° 43' W, 1291.0 FEET TO THE NORTHERLY SIDE OF M. K. & T. STATE TRAIL; THENCE WITH SAID SIDE, W 34° 48' W, 372.4 FEET TO THE POINT OF BEGINNING AND CONTAINING 101.2 ACRES. TRACT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**ROADWAY DESCRIPTION:**  
 A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 47 NORTH, RANGE 13 WEST IN BOONE COUNTY, MISSOURI, BEING 50 FEET IN WIDTH AND 25 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED LINE STARTING AT THE WEST QUARTER CORNER OF SAID SECTION 21, THENCE N 89° 57' E, 730.7 FEET TO THE POINT OF BEGINNING; THENCE WITH THE CENTERLINE S 9° 16' W, 129.0 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A RADIUS OF 176.2 FEET FOR AN ARC LENGTH OF 39.8 FEET TO A POINT, SAID POINT LYING S 15° 44' W, 39.8 FEET FROM THE PREVIOUS POINT; THENCE S 22° 12' W, 120.00 FEET; THENCE S 24° 07' W, 127.9 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE HAVING A RADIUS OF 624.8 FEET FOR AN ARC LENGTH OF 122.1 FEET TO A POINT, SAID POINT LYING S 18° 33' W, 121.9 FEET FROM THE PREVIOUS POINT; THENCE S 12° 58' W, 70.3 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A RADIUS OF 624.8 FEET FOR AN ARC LENGTH OF 294.4 FEET TO A POINT, SAID POINT LYING S 26° 28' W, 291.7 FEET FROM THE PREVIOUS POINT; THENCE S 35° 58' W, 121.8 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A RADIUS OF 404.5 FEET FOR AN ARC LENGTH OF 105.8 FEET TO A POINT, SAID POINT LYING S 47° 28' W, 105.6 FEET FROM THE PREVIOUS POINT; THENCE N 35° 20' E, 20.00 FEET TO THE CENTER OF A CIRCLE HAVING A RADIUS OF 45 FEET, SAID POINT BEING THE CENTER OF CUR-DE-SAC AND THE END OF THE ROADWAY AND CONTAINING 1.41 ACRES MORE OR LESS.

**NON-EXCLUSIVE UTILITY EASEMENT DESCRIPTION:**  
 THE NON-EXCLUSIVE UTILITY EASEMENT IS TWO STRIPS OF LAND 15 FEET IN WIDTH LYING IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 47 NORTH, RANGE 13 WEST IN BOONE COUNTY, MISSOURI AND LYING ADJACENT TO, PARALLEL TO, AND FROM 25 FEET TO 45 FEET (INCLUSIVE) EITHER SIDE OF THE ABOVE DESCRIBED ROADWAY CENTERLINE.

**CERTIFICATION:**  
 I HEREBY CERTIFY THAT THE ABOVE SURVEY WAS PERFORMED UNDER MY DIRECTION. I FURTHER STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

SUBSCRIBED AND SWORN TO BEFORE ME A NOTARY PUBLIC THIS 5th DAY OF August, 1996.  
 MY COMMISSION EXPIRES: 7-4-97

STATE OF MISSOURI }  
 COUNTY OF BOONE } SS

I, THE UNDERSIGNED RECORDER OF DEEDS FOR SAID COUNTY AND STATE DO HEREBY CLIFY THAT THE FOREGOING INSTRUMENT OF WRITING WAS FILED FOR RECORD IN MY OFFICE ON THE 5 DAY OF August, 1996 AT 9:30 O'CLOCK P.M., DOCUMENT NO. 17325 AND IS TRULY RECORDED IN BOOK 1251 AT PAGE 263

WITNESS MY HAND AND SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.  
 BEITIE JOHNSON, RECORDER OF DEEDS

HEIL D. CADY - NOV 1994  
 LISA WATTS - DEPUTY

APPROVED FOR RECORDING THIS 5th DAY OF August, 1996.  
 Stan Shaver  
 STAN SHAWVER  
 DIRECTOR - BOONE COUNTY PLANNING