

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 23rd day of April 20 15

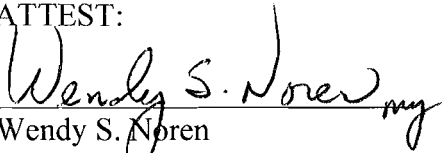
the following, among other proceedings, were had, viz:

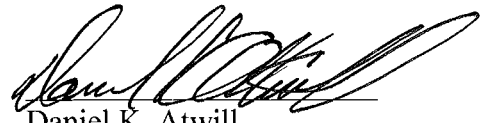
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Cooperative Purchasing Network (TCPN) Cooperative Contract R141703 – Office Supplies, Related Products and Office Services with Office Depot, Inc. of Columbia, MO.

This is a county-wide Term and Supply contract and the terms of the Cooperative Contract are stipulated in the attached Contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said Cooperative Purchase Network Piggyback Contract.

Done this 23rd day of April, 2015.

ATTEST:

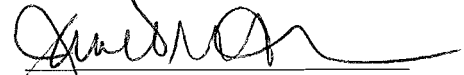

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Cheli Haley
Buyer



613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Cheli Haley, Buyer
DATE: April 14, 2015
RE: Cooperative Contract: R141703 – Office Supplies – Office Depot

Purchasing requests permission to utilize The Cooperative Purchasing Network (TCPN) cooperative contract *R141703 – Office Supplies, Related Products and Office Services* with Office Depot, Inc. of Columbia, Missouri.

This is a county-wide Term and Supply contract for office supplies. It is a supplemental office supply contract for walk-in supply needs. Our primary office supply contract is with Office Essentials that provides desktop delivery.

cc: Contract File

178-2015

Term: 3-1-15 to 2-28-18

**THE COOPERATIVE PURCHASING NETWORK
PIGGYBACK CONTRACT**

**BETWEEN
BOONE COUNTY, MISSOURI
AND
OFFICE DEPOT, INC.**

This Piggyback Contract ("Contract") is made and entered into this 23rd day of April, 2015 ("Effective Date"), by and between Boone County, Missouri (hereinafter referred to as the ("Customer")), and Office Depot, Inc., a Delaware corporation with corporate headquarters located at 6600 North Military Trail, Boca Raton, FL 33496 (hereinafter referred to as "Office Depot").

WITNESSETH:

WHEREAS, on December 9, 2014, The Cooperative Purchasing Network ("TCPN") awarded Office Depot TCPN Contract No. R141703 for Office Supplies, Related Products, and Office Services (as amended to date, the "Master Agreement"), which permits government entities to purchase goods and services in accordance with terms and conditions set forth in the Master Agreement;

WHEREAS, Customer has chosen to become a participating government agency under the Master Agreement, and Customer has registered with TCPN to become a participating government agency and is eligible to purchase under the Master Agreement; and

WHEREAS, the undersigned representative of Customer is authorized, on behalf of Customer, to contract with Office Depot for the purchase of the office supplies and services in accordance with the terms of Master Agreement and this Contract.

NOW THEREFORE, in consideration of the mutual covenants, benefits, and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

1. INCORPORATION OF MASTER AGREEMENT

The purpose of this Contract is to allow the Customer to purchase supplies from Office Depot at the discounted prices set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto. However, to the extent any terms and conditions set forth in the Master Agreement (excepting any terms and conditions relating to price and cost) conflict with any terms and conditions of the Contract (the "Supplemental Terms"), the Supplemental Terms shall prevail.

2. CREDIT TERMS

Customer's credit limit shall be established by Office Depot's credit department. Office Depot reserves the right to lower Customer's credit limit or refuse to ship any orders if at any time: (a) Customer's account is materially past due and Customer has not responded with a reasonable response within three (3) business days of written notice of said delinquency to work with Office Depot to resolve the issues; (b) in Office Depot's commercially reasonable opinion, Customer's credit standing becomes impaired as a result of Customer's payment habits having slowed down to an unsatisfactory level with all non-critical suppliers including Office Depot; (c) Customer's financial condition becomes unstable based on Customer's financial reports or reputable third party ratings, or (d) if there are severe risk alerts from reputable third party credit bureaus.

178-2015

3. NOTICES

All notices, requests, demands, and other communications under this Agreement shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To Customer: Boone County, Missouri
613 East Ash Street, Room 110
Columbia, MO 65201
Attention: Melinda Bobbitt

To Office Depot: Office Depot, Inc.
14600 Trinity Boulevard, Suite 300
Fort Worth, TX 76155
Attention: ~~Chris Penny, Director, Public Sector~~
Dave Wetzel, Director, Public Sector

with a copy to: Office Depot, Inc.
6600 North Military Trail
Boca Raton, FL 33496
Attention: Office of the General Counsel

4. TERMINATION FOR CONVENIENCE

Either party may terminate this Contract for convenience by providing the other party sixty (60) days prior written notice.

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

OFFICE DEPOT, INC.

BOONE COUNTY, MISSOURI



by [Signature]
Chris Edler
title Vice President
Date: 4/9/15

by: Boone County Commission
[Signature]
Daniel K. Atwill, Presiding Commissioner
Date: 7-23-15

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Term and Supply

[Signature] by HA - No encumbrance required 4/16/15
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

23rd

day of

April

20 15

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorize the Presiding Commissioner to sign it:

- Gateway South, Plat No. 7-A. S10-T47N-R13W. R-S. Tompkins Homes and Development Inc., Owner. David T. Butcher, surveyor.

Done this 23rd day of April, 2015.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Janet M. Thompson

Janet M. Thompson
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

April Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the

23rd

day of

April

20

15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Easement Acquisition Agreement between Boone County and James A. Cornell and Delores F. Cornell in connection with the Hill Creek Road Bridge Replacement Project.

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

Done this 23rd day of April, 2015.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

EASEMENT ACQUISITION AGREEMENT

THIS AGREEMENT, made by and between, **James A. Cornell and Delores F. Cornell**, herein the **“OWNERS”** and **The County of Boone, a political subdivision of the State of Missouri**, herein the **“COUNTY”**, pertains to the acquisition of an Easement for Public Roadway Purposes and a Temporary Construction Easement in connection with the Boone County roadway improvement and/or repair project, herein the **“PROJECT”**, known and described as:

Hill Creek Road Bridge (No 50200051) Replacement

IN CONSIDERATION OF the performance of the obligations contained within this agreement the parties agree to the following:

1. In exchange for the benefits to be derived by the Owners from the Project described above, the Owners agree to sign and deliver the listed documents to the County's authorized representative(s) at the time this agreement is signed or as mutually agreed upon by the Owners and the County, but no later than 10 days from the date this agreement has been fully executed by both parties. The easements contain the legal descriptions of the land needed as right-of-way and/or permanent easement(s) for completion of the Project referred to above, said land referred to herein as the “Right-of-Way Area”.

Documents to be Signed

Temporary Construction Easement – Exhibit A

Easement for Public Roadway Purposes – Exhibit B

Both Exhibit A and Exhibit B are attached hereto and incorporated herein.

2. In exchange for the Owners signing and delivering the attached easement(s) to the County's authorized representative(s), the County agrees to begin and complete the Project in accordance with the plans and schedule established by the County subject to acquisition of all right-of-way needed for completion of the Project and funds being appropriated for its completion.
3. The County makes the following agreements with respect to Owner's property:
 - A. County will arrange for its fencing contractor to remove approximately 180' of the 5-strand barb wire fence as shown in the Right of Way sheet from the project plans (Exhibit C) and generally depicted in the photo of fence to be relocated (Exhibit D), both of which are attached hereto and incorporated herein.
 - B. County's fencing contractor will install temporary fencing sufficient for livestock containment for the duration of the project.
 - C. After the bridge contractor has completed the bridge project, County's fencing contractor will install permanent replacement 5-strand barb wire fencing for the relocated portion of fencing, and said installation will be of similar, commercially-reasonable, quality to what was removed.
 - D. The County does not assume or accept responsibility for future maintenance, repair or replacement of fencing or ditches installed by the County, the County's contractors or subcontractors.
5. Areas located within permanent right-of-way and associated easements will be seeded at County expense.

180-2015

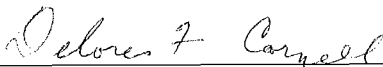
- 6. The County agrees to compensate the Owners in the amount of Two Thousand Eight Hundred Dollars (\$2,800.00). Owner agrees to provide tax identification number to County pursuant to requirements of IRS regulation 1.6045-4.
- 7. This written agreement is the entire and only agreement between the Owners and the County for acquisition of the right-of-way described in the attached easement for the Project referred to above and shall be binding upon the Owners and the County and their respective heirs, personal representatives, successors and assigns. This acquisition is made under threat of condemnation.

IN WITNESS WHEREOF, the parties have signed this agreement and said agreement shall be effective as to each party on the date indicated by their signature.

OWNERS:



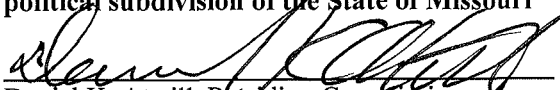
 James A. Cornell



 Delores F. Cornell

Date: 3-18-15

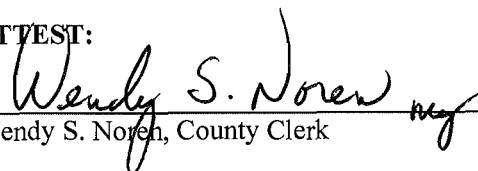
COUNTY: THE COUNTY OF BOONE, a political subdivision of the State of Missouri



 Daniel K. Atwill, Presiding Commissioner

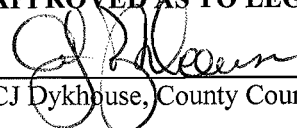
Date: 4-23-15

ATTEST:



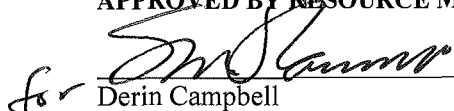
 Wendy S. Noren, County Clerk

APPROVED AS TO LEGAL FORM:



 CJ Dykhouse, County Counselor

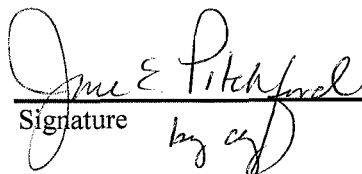
APPROVED BY RESOURCE MANAGEMENT:



 Derin Campbell
 Chief Engineer, Resource Management

AUDITOR CERTIFICATION:

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

	<u>4/20/15</u>	2045/71118 - \$2,800
Signature <i>by cej</i>	Date	Dept./Acct#

EXHIBITS

- A. Temporary Construction Easement
- B. Permanent Easement
- C. Right of Way Sheet from project plans
- D. Photo of area of fence to be relocated

TEMPORARY CONSTRUCTION EASEMENT
(BY INDIVIDUALS)

THIS AGREEMENT for temporary construction easement entered into this _____ day of _____, 20___, by and between **James A. Cornell and Delores F. Cornell, husband and wife**, herein Grantors, of the County of Boone, State of Missouri, and **The County of Boone, a political subdivision of the State of Missouri**, herein Grantee, (Grantee's mailing address is: One Government Center, 801 East Walnut Street, Columbia, Missouri 65201).

WITNESSETH:

That the said Grantors, for the sum of one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does or do hereby grant unto the said Grantee, a temporary easement to be in effect during the time of construction of the **Hill Creek Bridge Number 50200051 Project** in Boone County, Missouri for the following purposes, namely: the right to enter upon, and permanently re-grade and re-slope the easement area, and to store materials, operate and park equipment on, over and across the easement area hereinafter described, which is situated in the County of Boone, State of Missouri, and described as follows:

All that part of the Grantor's land lying in the Northeast Quarter of the Southeast Quarter, all in Section Eleven (11), Township Forty-Seven (47) North, Range Thirteen (13) West of the Fifth Principal Meridian, Boone County, Missouri, which lies East of Boone County Hill Creek Road existing right-of-way and within the limits hereinafter defined on the East (right) side of the following described construction centerline of said Boone County Hill Creek Road. Containing 0.29 acres of temporary easement.

The above described tract being the same as described in Book 907, Page 17 in the Boone County Recorder of Deeds Office.

The surveyed construction centerline of said Boone County Hill Creek Road is described as follows:

Beginning at a point that lies South 28° 03' 28" West a distance of 1,851.01 feet from the West Quarter Corner of Section Twelve (12), Township Forty-Seven (47), Range Thirteen (13) West of the Fifth Principal Meridian, Boone County, Missouri, said point being shown on the plans of the bridge replacement as construction centerline Station 0+00.00; thence on a curve to the left having a radius of 500.00 feet and an arc length of 74.78 feet, North 21° 43' 40" West, to a point of tangency; thence North 26° 00' 40" West a distance of 405.58 feet to a point of curvature; thence on a curve to the right having a radius of 465.00 feet and an arc length of 211.65 feet, North 12° 58' 24" West, to a point of tangency; thence North 00° 04' 00" East, a distance of 57.99 feet to a point of ending that lies South 50° 09' 41" West a distance of 1,462.80 feet from the West Quarter Corner of Section Twelve (12), Township Forty-Seven (47) North, Range Thirteen (13) West of the Fifth Principal Meridian, Boone County, Missouri, said point being shown on said plans as construction centerline Station 7+50.00.

A temporary construction easement across 0.29 acre of land described as follows:

Widths of the temporary construction easement on the right side of the above-described surveyed construction centerline of said county Boone County Hill Creek Road are as follows:

A tract of land being 21.87 feet wide at Station 3+52.27; said point being on the existing right-of-way line and the Southerly property line, thence widening on a direct line along the Southerly property line to 63.50 feet at Station 3+31.28; thence widening on a direct line to 74.00 feet at Station 3+50.00; thence on a direct line to 74.00 feet at Station 5+00.00; thence narrowing on a direct line to 50.00 feet at Station 5+50.00; thence narrowing on a direct line to 21.51 feet at Station 7+50.00, said point being on the existing right-of-way line.

This easement shall expire upon final completion of the above described project and final acceptance by the Grantee. Grantee covenants by acceptance of this easement that the easement area shall be seeded, mulched, and restored to its previous or better condition subject to the grade and slope changes made as a part of the Project.

The said Grantors covenant that they have the right and authority to make and execute this agreement.

IN WITNESS WHEREOF, the said Grantor(s) has or have hereunto set his or her or their hand(s) this _____ day of _____, 20__.

James A. Cornell

Delores F. Cornell

STATE OF MISSOURI }
 } SS
County of Boone }

On this _____ day of _____, 20__ before me, personally appeared James A. Cornell and Delores F. Cornell, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

, Notary Public

EASEMENT FOR PUBLIC ROADWAY PURPOSES
(BY INDIVIDUALS)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED, **James A. Cornell and Delores F. Cornell, husband and wife**, of the County of Boone, State of Missouri, herein Grantors, on this ____ day of _____, 20__, for the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does or do hereby Grant, Bargain, and Sell unto **The County of Boone, a political subdivision of the State of Missouri**, herein Grantee, (Grantee's mailing address is: 801 East Walnut Street, Rm. 315, Columbia, Missouri 65201), its successors and assigns, a public roadway easement within which said Grantee shall exercise exclusive control over all existing and future easements of any type or kind within said public roadway easement including the right to exclusive control over the use and maintenance of land within said easement, along with other rights as are necessary and incidental thereto, under, over, across and upon the following described real estate owned by the said Grantors, lying, being and situated in the County of Boone, State of Missouri, to-wit:

All that part of the Grantor's land lying in the Northeast Quarter of the Southeast Quarter, all in Section Eleven (11), Township Forty-Seven (47) North, Range Thirteen (13) West of the Fifth Principal Meridian, Boone County, Missouri, which lies East of Boone County Hill Creek Road existing right-of-way and within the limits hereinafter defined on the East (right) side of the following described construction centerline of said Boone County Hill Creek Road. Containing 0.07 acres of roadway easement.

The above described tract being the same as described in Book 907, Page 17 in the Boone County Recorder of Deeds Office.

The surveyed construction centerline of said Boone County Hill Creek Road is described as follows:

Beginning at a point that lies South 28° 03' 28" West a distance of 1,851.01 feet from the West Quarter Corner of Section Twelve (12), Township Forty-Seven (47), Range Thirteen (13) West of the Fifth Principal Meridian, Boone County, Missouri, said point being shown on the plans of the bridge replacement as construction centerline Station 0+00.00; thence on a curve to the left having a radius of 500.00 feet and an arc length of 74.78 feet, North 21° 43' 40" West, to a point of tangency; thence North 26° 00' 40" West a distance of 405.58 feet to a point of curvature; thence on a curve to the right having a radius of 465.00 feet and an arc length of 211.65 feet, North 12° 58' 24" West, to a point of tangency; thence North 00° 04' 00" East, a distance of 57.99 feet to a point of ending that lies South 50° 09' 41" West a distance of 1,462.80 feet from the West Quarter Corner of Section Twelve (12), Township Forty-Seven (47) North, Range Thirteen (13) West of the Fifth Principal Meridian, Boone County, Missouri, said point being shown on said plans as construction centerline Station 7+50.00.

A new roadway easement across 0.07 acre of land described as follows:

Widths of the new right-of-way on the right side of the above-described surveyed construction centerline of said Boone County Hill Creek Road are as follows:

A tract of land being 21.87 feet wide right at Station 3+52.27; said point being on the existing right-of-way and the Southerly property line; thence widening on a direct line to 25.00 feet right at Station 3+60.00; thence on a direct line to 25.00 feet right at Station 4+80.36; thence on a direct line to 25.00 feet right at Station 5+50.00; thence narrowing on a direct line to 20.36 feet right at Station 6+86.00, said point being on the existing right-of-way line.

This grant includes the right of the Grantee, its officers, agents, employees and assigns, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted.

The said Grantors warrant that, subject to liens and encumbrances of record at the date of this grant of easement, the Grantors are the owners of an interest in the above-described land and have the right and authority to make and execute this instrument and will defend this grant of easement.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands this _____ day of _____, 20__.

James A. Cornell

Delores F. Cornell

STATE OF MISSOURI }
 } SS
County of Boone }

On this _____ day of _____, 20__ before me, personally appeared James A. Cornell and Delores F. Cornell, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

, Notary Public



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

23rd

day of April

20 15

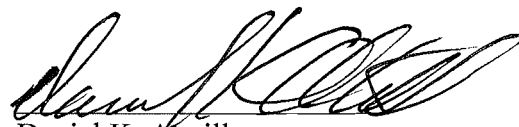
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Adopt-a-Roadway request by Momma T's Family for a portion of Creasy Springs Road starting at W. Fenton Road and ending at W. Mauller Road.

Done this 23rd day of April, 2015.

ATTEST:

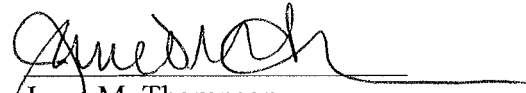
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Resource Management
Adopt-A-Road Information Sheet

Road Name: Cressy Spring Rd

Agreement Renewal Date: _____

Starting Point: W Fenton Rd.

Ending Point: W Mauler Rd

Organization Name: MOMMA T'S FAMILY
(As it appears on the Adopt-A-Road Sign, if requested)

Contact Person: David Nelson Title: President

Address: 654 Poor Tree Cr City: Columbia Zip: 65203

Phone # 1: (573) 999-7250 Phone # 2: _____ FAX: _____ Email Address: davemn76@hotmail.com

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

Alternate Contact Person: ASHLEY GRANTHAM Title: VICE PRESIDENT

Address: 2015 I-70 DR. N.W. City: COLUMBIA Zip: 65202

Phone # 1: (573) 825-2577 Phone # 2: _____ FAX: _____ Email Address: _____

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

Please follow these guidelines at all times:

DO

- Wear a safety vest
- Be aware of oncoming traffic
- Be cautious when crossing roadways
- Stay clear of construction projects, mowing operations and maintenance activities
- Work only during daylight hours
- Have at least one adult supervisor for every 5 participants age 13 to 17 and one adult supervisor for every 4 participants age 6 to 12. Children under age 6 may not participate.

DO NOT

- Work during bad weather, extreme temperatures and peak travel times
- Participate in horseplay or activity that might distract drivers
- Pick up, remove the lid from, shake or even touch any hazardous substances, like syringes or drug-making equipment, or any other suspicious litter. Instead, mark the area in some way and call the Department of Resource Management, Public Works, or Boone County Sheriff.
- Trespass on private property.

[Signature]
Signature (Contact Person)

4/14/15
Date

ADOPTION
END POINT



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STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

23rd

day of April

20 15

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 Tuesday, April 28, 2015, at 2:00 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), 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 23rd of April, 2015.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner