

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 13<sup>th</sup> day of November 20 07

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

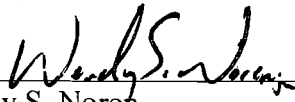
Now on this day the County Commission of the County of Boone does hereby authorize the utilization of the State of Missouri Cooperative Contract for Ammunition with the following:

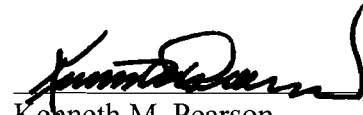
- Contract C108035001 with Gil Hebard Guns, Inc.
- Contract C108035002 with Gulf's Distributors, Inc.
- Contract C108035003 with Oklahoma Police Supply, L.L.C.

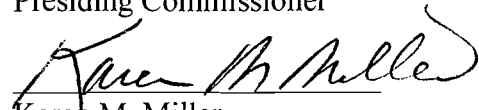
It is further ordered the Presiding Commissioner is hereby authorized to sign said contracts.

Done this 13<sup>th</sup> day of November, 2007.

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

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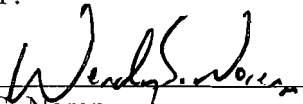
In the County Commission of said county, on the 13<sup>th</sup> day of November 20 07

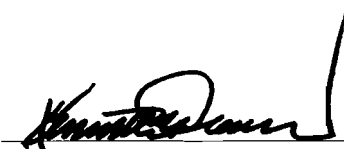
the following, among other proceedings, were had, viz:

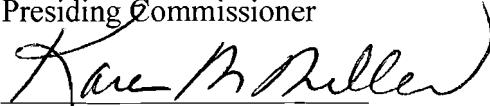
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Software Maintenance Agreement with i/tx of Delhi, Iowa, for the SI-3000 Mugshot System located at the Sheriff's Department.

Done this 13<sup>th</sup> day of November, 2007.

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

476-2007



# SI-3000 SYSTEM

## SOFTWARE SUPPORT AGREEMENT RENEWAL

THIS AGREEMENT made this day of December 1, 2007 is by and between **information technology solutions, inc.**, an Iowa corporation ("*i/t<sup>x</sup>*") And **Boone Co. Sheriff's Dept**, a jurisdiction organized under the laws of the state of, Missouri, hereinafter referred to as "JURISDICTION".

### 1. DEFINITIONS.

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

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

### 1. Coverage

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

If *i/t<sup>x</sup>* elects to make Updates or Upgrades to the LICENSED SOFTWARE, such Updates or Upgrades shall be provided solely in accordance with the SMA. Absent such SMA, *i/t<sup>x</sup>* shall have no obligation to provide JURISDICTION with available Updates or Upgrades to the LICENSED SOFTWARE.

### 2. SUPPORT SERVICES SUPPORT SERVICES include:

- (a) "STANDARD SUPPORT SERVICES", which consist of consultations, assistance and similar SUPPORT SERVICES by telephone in connection with the use and operation of the Licensed Software;
- (b) "ANNUAL MAINTENANCE", which includes providing to JURISDICTION Updates and Upgrades to the LICENSED SOFTWARE that *i/t<sup>x</sup>* in its discretion makes available and new and/or revised versions of the applicable operator's guides;

- (c) "PERSONNEL TRAINING SERVICES" are provided by *i/t*<sup>x</sup> via dial up for JURISDICTION's personnel to learn and understand the LICENSED SOFTWARE; and
- (d) "PROGRAMMING SERVICES", which includes programming analysis at *i/t*<sup>x</sup>'s facility or other location selected by *i/t*<sup>x</sup>, including JURISDICTION's facility.

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

**3. EXCLUSIONS.**

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

- (a) Altered, damaged or modified LICENSED SOFTWARE or any portion of the LICENSED SOFTWARE incorporated with or into other software;
- (b) Software not supplied by *i/t*<sup>x</sup>
- (c) LICENSED SOFTWARE problems caused by JURISDICTION's negligence, abuse or misapplication, use of the LICENSED SOFTWARE other than as specified in the DOCUMENTATION or other causes beyond the control of *i/t*<sup>x</sup>;
- (d) LICENSED SOFTWARE installed on any hardware that exceeds the number of workstations purchased. JURISDICTION currently has installed the following software licenses and Modules:

**SI-Admin Module**  
**SI- Screen Scrape**  
**SI-Photo Imaging Module**  
**Photo Capture Station(s) – 1 License(s)**  
**View Station(s) Dedicated –2 License(s)**  
**Output Generator – 1 License(s)**  
**SI-Enterprise Manager (SI-EMM) – 10 Concurrent**

- (e) Hardware-related problems.

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

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

**4. FEES**

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

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

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

(b) "STANDARD SUPPORT SERVICES AND ANNUAL MAINTENANCE".  
\$10,325.26 for the period beginning December 1, 2007 and ending December 31, 2008.

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

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

## 5. PAYMENT

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

(b) Charges for PERSONNEL TRAINING SERVICES and PROGRAMMING SERVICES, which may be provided pursuant to this SMA, shall be paid by JURISDICTION within thirty (30) days of receipt of *i/t*'s invoice.

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

## 6. TERMS AND TERMINATION.

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

thirty (30) days prior written notice to the other party, and the unused portion of the maintenance will be refunded (except as otherwise noted)


**7. LIMITATION OF LIABILITY**

*i/t*'s liability for damages from any cause of action whatsoever relating to *i/t*'s agreement to provide SMA services hereunder shall be limited to the amount paid by JURISDICTION for such services for the applicable year. *i/t*'s liability shall be further limited as provided in the LICENSE AGREEMENT.

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

information technology systems, inc.  
"i/t"

**Boone County Commission**





Michael Ott  
Vice President

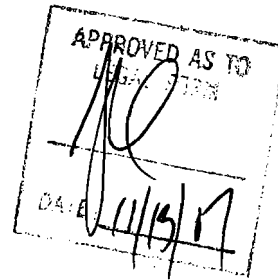
Title Presiding Commissioner

**CERTIFICATION:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Jane Pitchford by KT 11/20/07  
Auditor Date

\$ 10,325.26 2902-70050



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County of Boone } ea.

November Session of the October Adjourned Term. 20 07

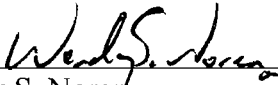
In the County Commission of said county, on the 13<sup>th</sup> day of November 20 07

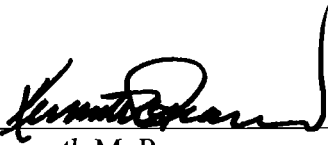
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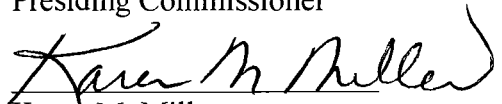
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the resolution adopting the Bonne Femme Watershed Plan as a supplement to the official Boone County Master Plan.

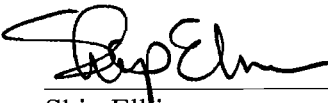
Done this 13<sup>th</sup> day of November, 2007.

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

**RESOLUTION OF THE BOONE COUNTY COMMISSION**

**NOW** on this 13<sup>th</sup> day of November, 2007, the Boone County Commission met in session and adopted the following resolution:

Resolution adopting the Bonne Femme Watershed Plan.

**WHEREAS**, the Legislature of the State of Missouri has authorized Boone County to adopt an official Master Plan under Chapter 64.815, and;

**WHEREAS**, the Legislature of the State of Missouri has authorized Boone County to amend or extend the official Master Plan, and;

**WHEREAS**, the Missouri Department of Natural Resources awarded a Clean Water Act, Section 319 grant for the purpose of studying ways to protect the streams of the Bonne Femme Watershed located within the boundaries of Boone County, and;

**WHEREAS**, in pursuit of the goal of protecting the streams of the Bonne Femme Watershed a steering committee, a stakeholders committee and a policy committee were formed to oversee the development of a Watershed Plan, and;

**WHEREAS**, the committees included representatives of Boone County, the city of Columbia, the city of Ashland, the village of Pierpont, Consolidated Public Water District Number 1, Public Water District Number 9, the Regional Sewer District, the University of Missouri, the agricultural community, the development community, and private property owners within the watershed, and;

**WHEREAS**, the stakeholder committee met monthly over three years to study the existing conditions within the Bonne Femme Watershed, and;

**WHEREAS**, the stakeholder committee wrote and adopted the Bonne Femme Watershed Plan that included 12 goals that may be pursued to protect the streams within the watershed, and:

**WHEREAS**, the Boone County Planning and Zoning Commission conducted a public hearing on the Bonne Femme Watershed Plan on June 21, 2007 following notification of every property owner within the watershed as well as public notice in the Columbia Daily Tribune, and;

**WHEREAS**, the Boone County Planning and Zoning Commission recommended that the Plan be adopted, and:

**WHEREAS**, the Boone County advertised and conducted a public hearing on the Bonne Femme Watershed Plan on October 30, 2007,



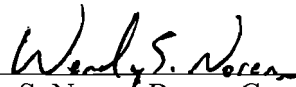
**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, that the Bonne Femme Watershed Plan is hereby adopted as a supplement to the official Boone County Master Plan, the original of which is attached and incorporated by reference as part of this resolution.

**BOONE COUNTY COMMISSION**

**By Its Commission**

By:  \_\_\_\_\_  
Ken Pearson, Presiding Commissioner

ATTEST:

By:  \_\_\_\_\_  
Wendy S. Noren, Boone County Clerk

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 13<sup>th</sup> day of November 20 07

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

Now on this day the County Commission of the County of Boone does hereby accept the following certification:

I, Wendy S. Noren, County Clerk in and for the County of Boone, State of Missouri, hereby certify that the attached petitions contain the signatures of the property owners who own property equal to at least two-thirds by area of all real property located within the proposed **Country Squire Sanitary Sewer Neighborhood Improvement District** and no petitioner is delinquent in County real estate taxes.

In testimony whereof, I have hereunto set my hand and affixed the seal of the County of Boone, State of Missouri, this 13<sup>th</sup> day of **November**, 2007.

/s/ Wendy S. Noren  
County Clerk  
Boone County, Missouri

(seal)

In that the attached petitions meet the requirements set forth in section 67.457.3 RSMo. and Commission Order #424-91 for the formation of neighborhood improvement districts, the County Commission hereby approves the advisability of the improvement and orders the establishment of the **Country Squire Sanitary Sewer Neighborhood Improvement District** to be described as follows:

A tract of land containing 51.13 acres, more or less, described as follows:

The South 1/2 of the Southeast 1/4 of Section 26, Township 49, Range 13; except 1/4 acre on the North edge of Southwest 1/4 of the Southeast 1/4; and except 31.3 acres, more or less, conveyed to James W. Sanderson and wife by Deed recorded in Book 413, page 540 of the Boone County records; and except an 0.925 acre tract of land shown by survey recorded in Book 448 at Page 752 of the Boone County Records.

AND

Lots 2,3,4,5,6,7,8,9,10,11,12,13,14 and 15 of Country Squire – Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri.

AND

Lots 1,2,3,4 and 5 of Hawk Point Subdivision – Plat No. 2 as shown by the plat recorded in Plat Book 23, Page 23, records of Boone County, Missouri.

AND

Lots 1,2,3 and 4 of Pine Hill Estates, Block 1, as shown by the plat recorded in Plat Book 12, Page 37, records of Boone County, Missouri.

AND

A tract of land located in the North half (N1/2) of the Northeast quarter (NE ¼) of Section 35, Township 49 North, Range 13 West, Boone County, Missouri, described as follows: Beginning at the Southwest corner of the Southwest quarter (SW ¼) of the Southeast quarter (SE ¼) of Section 26, Township 49 North, Range 13 West, thence South 77 feet to the point of beginning, thence South 430 feet; thence East 210 feet; thence North 430 feet; thence West 210 feet to the point of beginning.

AND

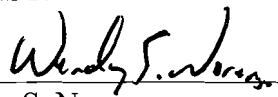
The Northeast part of the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of the Northwest quarter (NW1/4) of Section 35, T49W, R13W, Boone County, Missouri, being the Northeast part of that tract described by Quit-Claim Deed recorded in Book 856, Page 338, and being that tract lying North off and abutting a 3.48 acre tract shown and described by a survey recorded in Book 379, Page 197, and lying east of and abutting Lots 9 and 10, Oberlin Valley Plat No. 3, Boone County, Missouri as shown in Plat Book 32, Page 35, all of Boone County records.

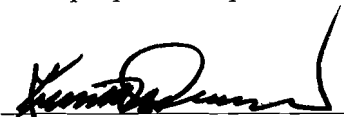
The final cost of the improvement shall not exceed the estimated cost of **\$229,400.00** by more than twenty-five percent (25%). The County Commission hereby orders the County Public Works Director to make plans and specifications for the proposed project and file said plans and specifications with the County Clerk of Boone County, Missouri.

The Commission further **orders** that the improvement costs shall be assessed equally against each parcel described on Exhibit "A" attached hereto and shall be payable in not more than twenty (20) substantially equal annual installments in accordance with the laws of the State of Missouri and consistent with the administrative policies of the County of Boone, and the clerk shall prepare an assessment list and notify the property owners of a public hearing on the proposed improvement.

Done this 13<sup>th</sup> day of November, 2007.

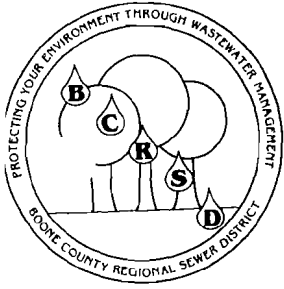
ATTEST:

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

  
\_\_\_\_\_  
Kenneth M. Pearson  
Presiding Commissioner

  
\_\_\_\_\_  
Katen M. Miller  
District I Commissioner

  
\_\_\_\_\_  
Skip Elkin  
District II Commissioner



## Boone County Regional Sewer District

---

1314 North 7<sup>th</sup> Street  
Columbia, Missouri 65201-3902  
(573) 443-2774 Fax (573) 499-0489

To: Boone County Commission  
From: Andy Lister, Project Manager  
Re: Proposed Country Squire Sanitary Sewer NID

November 8, 2007

On August 23<sup>rd</sup>, 2007, The Boone County Regional Sewer District held a meeting with the residents of the Country Squire neighborhood to discuss forming a **Neighborhood Improvement District (NID)** for sanitary sewer improvements. The meeting was well attended. From that meeting, the Sewer District created a petition to form the NID, which was circulated by the neighborhood.

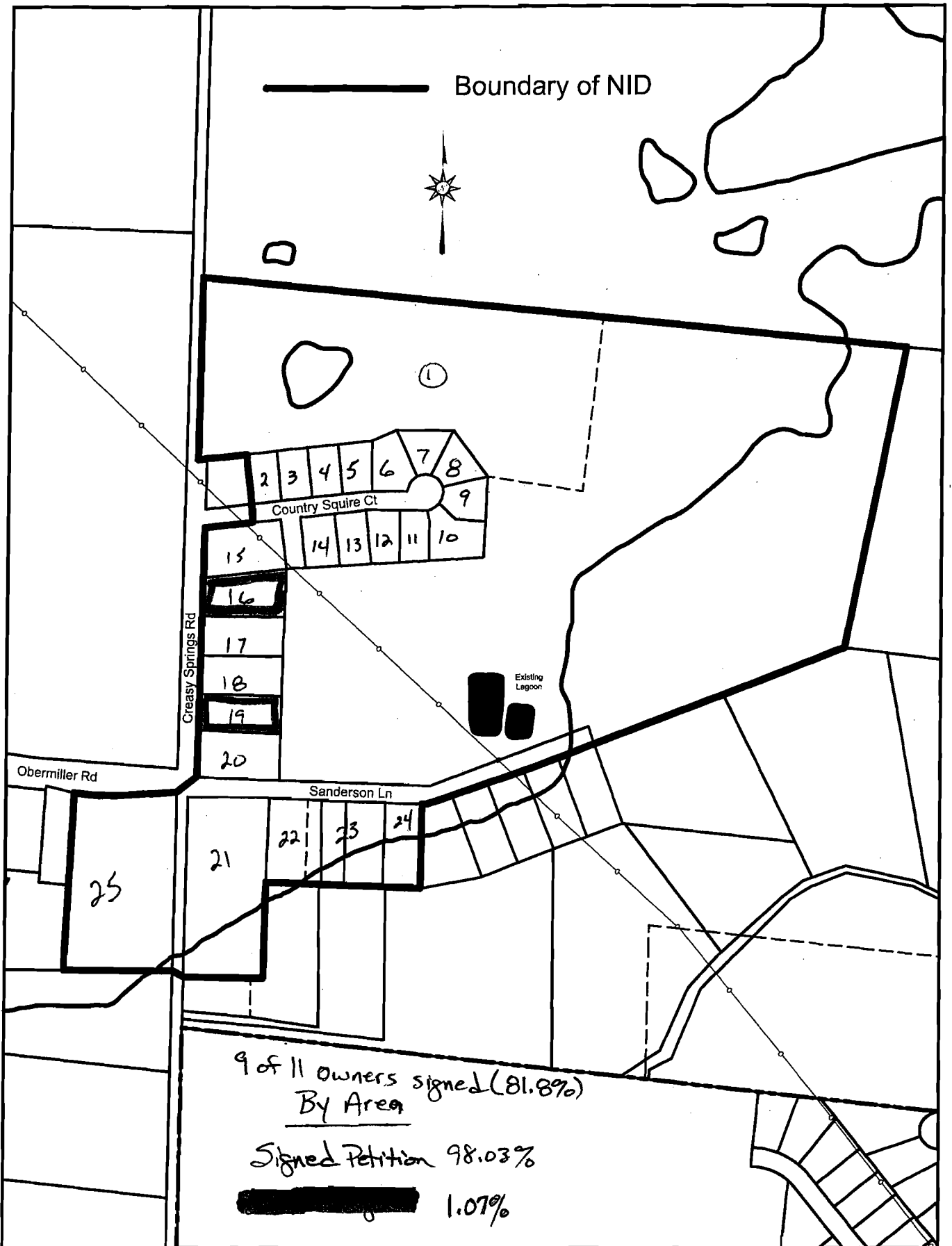
Nine of Eleven property owners (81.8%) signed the petition representing 98.03% of the land in the proposed NID.

The concept upon which this NID petition was created will install a new collection system for 35 living units and 2 vacant lots and convey that sewage to the Sewer District's Oberlin Valley wastewater treatment plant. If this project is successfully completed, it will bring the Oberlin Valley plant to near capacity, therefore, this project will not facilitate the development of the large tract of vacant land within the proposed NID.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Andy Lister".

Andy Lister  
Project Manager



Boone County Regional  
Sewer District

**Exhibit B**  
Boundary Map of Country Squires  
Neighborhood Improvement District

Date: 9-11-07  
Scale: None

NID PARCEL	SHARE #	TAX PARCEL	LNAME 1	FNAME 1	LNAME 2	FNAME 2	ADDRESS	CITY	ST	ZIP	ACRES	SQ FT	%	short legal	2006 & prior R.E. taxes paid
1	1	11-901-26-00-020.00	Smith	Eugene G.	Smith	Yoko	4230 N. Creasy Springs Rd	Columbia	MO	65202-7025	37.40	1,629,144	74%	w pt s 1/2 se	√
2	2 & 3	11-901-26-09-002.00	Smith	Eugene G.	Smith	Yoko					0.24	10,400	0.47%	lot 2, plat 1 country squire	√
3	4 & 5	11-901-26-09-003.00	Smith	Eugene G.	Smith	Yoko					0.24	10,400	0.47%	lot 3, plat 1 country squire	√
4	6 & 7	11-901-26-09-004.00	Smith	Eugene G.	Smith	Yoko					0.24	10,400	0.47%	lot 4, plat 1 country squire	√
5	8 & 9	11-901-26-09-005.00	Smith	Eugene G.	Smith	Yoko					0.25	10,787	0.49%	lot 5, plat 1 country squire	√
6	10 & 11	11-901-26-09-006.00	Smith	Eugene G.	Smith	Yoko					0.32	13,734	0.62%	lot 6, plat 1 country squire	√
7	12 & 13	11-901-26-09-007.00	Smith	Eugene G.	Smith	Yoko					0.25	11,054	0.50%	lot 7, plat 1 country squire	√
8	14 & 15	11-901-26-09-008.00	Smith	Eugene G.	Smith	Yoko					0.26	11,212	0.51%	lot 8, plat 1 country squire	√
9	16 & 17	11-901-26-09-009.00	Smith	Eugene G.	Smith	Yoko					0.27	11,705	0.53%	lot 9, plat 1 country squire	√
10	18	11-901-26-09-010.00	Smith	Eugene G.	Smith	Yoko					0.37	16,318	0.74%	lot 10, plat 1 country squire	√
11	19 & 20	11-901-26-09-011.00	Smith	Eugene G.	Smith	Yoko					0.24	10,528	0.48%	lot 11, plat 1 country squire	√
12	21 & 22	11-901-26-09-012.00	Smith	Eugene G.	Smith	Yoko					0.25	10,900	0.49%	lot 12, plat 1 country squire	√
13	23 & 24	11-901-26-09-013.00	Smith	Eugene G.	Smith	Yoko					0.24	10,476	0.47%	lot 13, plat 1 country squire	√
14	25 & 26	11-901-26-09-014.00	Smith	Eugene G.	Smith	Yoko					0.28	12,332	0.56%	lot 14, plat 1 country squire	√
15	27	11-901-26-09-015.00	Smith	Eugene G.	Smith	Yoko					0.62	26,885	1.21%	lot 15, plat 1 country squire	√
16	28	11-901-26-06-003.00	Gilbane	Michael Kent	Gilbane	Vickie R.	10221 N. 70th Drive, NE	Columbia	MO	65202	0.57	21,936	0.99%	lot 5, plat 2 hawk point sd	√
17	29	11-901-26-06-003.02	Livingston	Jon K			P.O. Box 7352	Columbia	MO	65205	0.50	21,780	0.98%	lot 4, plat 2 hawk point sd	√
18	30	11-901-26-06-003.01	Petre	Kenneth	Petre	Jeri	4026 N. Creasy Springs Rd	Columbia	MO	65205-7024	0.50	21,780	0.98%	lot 3, plat 2 hawk point sd	√
19	31	11-901-26-06-002.00	Taylor	Steven W.	Taylor	Connie S.	4014 N. Creasy Springs Rd	Columbia	MO	65202-7024	0.50	21,780	0.98%	lot 2, plat 2 hawk point sd	√
20	32	11-901-26-06-001.00	McVay	Matthew D.	McVay	Dennis L. & Ka	4010 N. Creasy Springs Rd	Columbia	MO	65202	0.60	26,136	1.18%	lot 1, plat 2 hawk point sd	√
21	33	11-903-35-00-002.00	O'Dell	Kevin	O'Dell	Leatha	3950 N. Creasy Springs Rd	Columbia	MO	65202	2.30	90,300	4.08%	pt n 1/2 ne 1/4 26-49-12	√
22	34	11-903-35-01-007.00	Carey	Twila Lynn			708 W. Sanderson Ln	Columbia	MO	65202-9239	0.69	29,922	1.35%	lot 1 & w pt lot 2, blk 1 pine hill estates	√
23	35	11-903-35-01-005.00	Certain	Elma L.			686 W. Sanderson Ln.	Columbia	MO	65202	0.51	22,002	0.99%	lot 3, blk 1 pine hill estates	√
24	36	11-903-35-01-004.00	Schone	Bruce			642 W. Sanderson Ln.	Columbia	MO	65202	0.51	22,002	0.99%	lot 4, blk 1 pine hill estates	√
25	37	11-903-35-00-006.02	Gwartney	Daniel L.	Kelly	Christina M.	3950 Oberlin Valley Rd.	Columbia	MO	65202	3.00	130,680	5.90%	wd 2926/28	√
											<b>51.13</b>	<b>2,214,596</b>	<b>100%</b>		
											50.06	2,170,878	98.03%		
											1.07%	43,718	1.97%		

9 of 11 owners signed = 81.8%

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned Term. 20 07

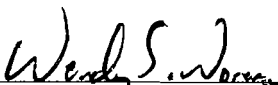
In the County Commission of said county, on the 13<sup>th</sup> day of November 20 07

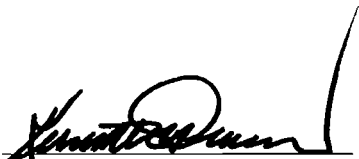
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the agreement with Gilmore & Bell for services provided as bond counsel to Boone County in connection with the issuance by the County of industrial development revenue bonds pursuant to Chapter 100 RSMo in accordance with Boone County's Chapter 100 Policy.

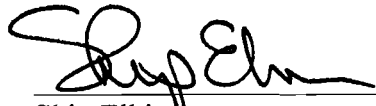
Done this 13<sup>th</sup> day of November, 2007.

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

**GILMORE & BELL**

816-221-1000  
FAX: 816-221-1018  
WWW.GILMOREBELL.COM

A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
2405 GRAND BOULEVARD, SUITE 1100  
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS, MISSOURI  
WICHITA, KANSAS  
LINCOLN, NEBRASKA

October 24, 2007

Boone County Commission  
Boone County Government Center  
801 E. Walnut  
Columbia, Missouri 65201  
Attention: Presiding Commissioner

Re: Boone County, Missouri, Chapter 100 Bond Issues

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Boone County, Missouri (the "*County*"), in connection with the issuance by the County from time to time of industrial development revenue bonds pursuant to Chapter 100 of the Revised Statutes of Missouri ("Chapter 100 Bonds") in accordance with Boone County's Chapter 100 Policy. Each series of Chapter 100 Bonds will be issued for the purpose of financing a qualified project (a "Project") for the benefit of a private company (the "Borrower") and will be limited obligations of the County, payable solely from revenues received from that company under a lease of the Project from the County to the Borrower.

### SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties with respect to each separate series of Chapter 100 Bonds to be issued by the County:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "*Bond Opinion*") regarding the validity and binding effect of the Chapter 100 Bonds, the excludability of interest on the Chapter 100 Bonds from gross income for federal and Missouri income tax purposes, if applicable, and such related matters as we deem necessary or appropriate.
- (2) Examine applicable law as it relates to the authorization and issuance of the Chapter 100 Bonds and our Bond Opinion and advise the County regarding the legal authority for the issuance of the Chapter 100 Bonds and other legal matters related to the structure of the Chapter 100 Bonds.
- (3) Prepare or review authorizing proceedings and other legal documents necessary or appropriate to the authorization, issuance and delivery of the Chapter 100 Bonds and the lease of the Project to the Borrower and coordinate the authorization and execution of documents.



- (4) Prepare the County's declaration of official intent to reimburse Project costs paid by the Borrower prior to the issuance of the Chapter 100 Bonds, if appropriate.
- (5) Draft the necessary public notice and proceedings for any required public hearing with respect to the Chapter 100 Bonds and the form of approval of the Chapter 100 Bonds by the Presiding Commissioner.
- (6) Prepare or review those sections of any official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the Chapter 100 Bonds involving (a) the terms of the Chapter 100 Bonds, (b) appropriate descriptions or summaries of certain legal documents and legal matters, (c) Missouri and federal law pertinent to the validity of the Chapter 100 Bonds and the income tax treatment of interest paid thereon, and (d) our Bond Opinion.
- (7) Draft or review any continuing disclosure undertaking of the Borrower.
- (8) Assist the County in seeking from other governmental authorities such approvals, private activity bond volume cap allocations, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, sale and delivery of the Chapter 100 Bonds, except that we will not be responsible for any required Blue Sky filings. We understand, however, that the Borrower will be responsible for obtaining all approvals and permits relating to the construction and operation of the Project.
- (9) Assist the County in presenting information relating to the structure and legality of the Chapter 100 Bonds to bond rating organizations and providers of credit enhancement.
- (10) Attend meetings and conferences related to the Chapter 100 Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Chapter 100 Bonds.
- (11) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Chapter 100 Bonds.
- (12) Undertake such additional duties as we deem necessary to complete the financing and to render our Bond Opinion.

Our Bond Opinion will be addressed to the County and the underwriter or lender and will be delivered by us on the date the Chapter 100 Bonds are exchanged for their purchase price (the "*Closing*").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials, officers of the Borrower and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the County and the Borrower with applicable laws relating to the Chapter 100 Bonds. During the course of our engagement with respect to any series of Chapter 100 Bonds, we will rely on the Borrower to provide us with complete and timely information on all developments pertaining to any aspect of the Project, the Chapter 100 Bonds and the security for the Chapter 100 Bonds. In rendering our Bond Opinion, we will expressly rely upon other counsel as to

(a) the corporate status and due organization of the Borrower, (b) if applicable, the status of the Borrower as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), (c) the corporate power of the Borrower to enter into and perform its obligations under the transaction documents to which it is a party (the “Borrower Documents”), and (d) the due authorization, execution and delivery of the Borrower documents by the Borrower and the binding effect and enforceability thereof against the Borrower.

Our duties in our engagement with respect to each series of Chapter 100 Bonds are limited to those expressly set forth above. Among other things, our duties do not include:

- (a) Except as described in paragraph (6) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Chapter 100 Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) Preparing requests for tax rulings from the Internal Revenue Service or no-action letters from the Securities and Exchange Commission, or representing the County in Internal Revenue Service examinations or inquiries or Securities and Exchange Commission investigations.
- (c) Preparing blue sky or investment surveys with respect to the Chapter 100 Bonds.
- (d) Drafting state constitutional or legislative amendments, or pursuing test cases or other litigation.
- (e) Making an investigation or expressing any view as to the creditworthiness of the Borrower or any credit enhancement provider for the Chapter 100 Bonds.
- (f) After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (g) After Closing, providing continuing advice to the County, the Borrower or any other party concerning any actions necessary to assure that interest paid on the Chapter 100 Bonds will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Chapter 100 Bonds).
- (h) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

#### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the County will be our client and an attorney-client relationship will exist between us with respect to the issuance of each separate series of Chapter 100 Bonds. We assume that all other parties to each transaction, including the Borrower, will retain such counsel, as they deem necessary and appropriate to represent their interests in that transaction. We further

assume that all other parties understand that in each transaction we represent only the County, we are not counsel to the Borrower or any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for herein; the County's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the County will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the County and the attorney-client relationship created by this engagement letter with respect to each Chapter 100 Bond transaction will begin when we are advised of the existence of a potential transaction and will be concluded upon issuance of the related Chapter 100 Bonds and the delivery of our Bond Opinion. Nevertheless, subsequent to Closing, with respect to series of Chapter 100 Bonds on which the interest is tax-exempt, we will mail Internal Revenue Service Form 8038 and prepare and provide to the participants in the transaction a transcript of the proceedings pertaining to the Chapter 100 Bonds. We do not undertake (unless separately engaged) to provide continuing advice to the County or any other party concerning any actions necessary to assure that interest paid on the Chapter 100 Bonds will continue to be excluded from gross income for federal and Missouri income tax purposes or to assure compliance with the continuing disclosure requirements of applicable federal securities laws. Nonetheless, subsequent events may affect the tax-exempt status of interest on the bonds and compliance with federal securities laws. Consequently, continued monitoring and other action to assure compliance with these requirements may be necessary. Should the County or the Borrower want our firm to assist with such compliance (*e.g.*, arbitrage rebate calculations and ongoing securities law disclosure), our participation in such post-closing matters must be specifically requested, and a separate engagement will be required.

### **CONFLICTS**

As you are aware, our firm represents many political subdivisions, underwriters, trustees and others. It is possible that during the time that we are representing the County, one or more of our present or future clients will have transactions with the County. We also may represent, in unrelated matters, one or more of the entities involved in the issuance of the Chapter 100 Bonds. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Chapter 100 Bonds so as to make such representations not adverse to our representation of the County or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Chapter 100 Bonds. Execution of this letter will signify the County's consent to our representation of others consistent with the circumstances described in this paragraph.

### **FEES**

Although the County will be our sole client, the Borrower will be responsible for paying our legal fees. At the inception of each transaction, we will send a letter to the Borrower regarding our fees.

### **RECORDS**

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of

unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of each engagement.

If the foregoing terms are acceptable to you, please so indicate by return the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

**GILMORE & BELL, P.C.**



Nancy Coil Lear

**ACCEPTED AND APPROVED:**

**BOONE COUNTY, MISSOURI**

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

  
Presiding Commissioner

Date: \_\_\_\_\_

11/13/07