

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned Term. 20 08

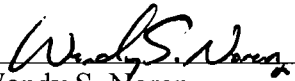
In the County Commission of said county, on the 14<sup>th</sup> day of October 20 08

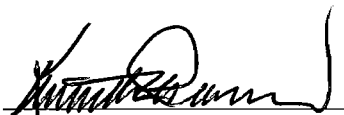
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 43-26AUG08 – Ice Melt for Sidewalks to G.M. Supply Co. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 14<sup>th</sup> day of October, 2008.

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

**PURCHASE AGREEMENT  
FOR  
Ice Melt for Sidewalks**

**THIS AGREEMENT** dated the 14th day of October 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **G.M. Supply Co.**, herein "Contractor".

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Ice Melt for Sidewalks**, County of Boone Request for Bid, bid number **43-26AUG08**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated August 19, 2008 and executed by William P. Tieder, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on **the date written above** and extend through **June 30, 2009** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **two additional one year periods** and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Earthwise Plus brand ice melt as specified and responded to in the bid specifications at a cost of \$0.16/Lb.

**4. Delivery** - Contractor agrees to deliver the equipment as stated above to the Boone County Facilities Maintenance within thirty (30) days after order.

**5. Billing and Payment** - All billing shall be invoiced to the **Boone County Facilities Maintenance Department**. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

**6. Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.


7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

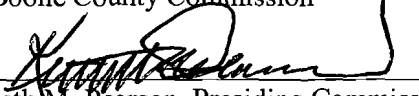
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

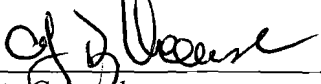
**G. M. Supply Co.**

by   
title Vice President

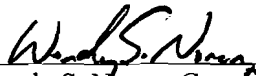
**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

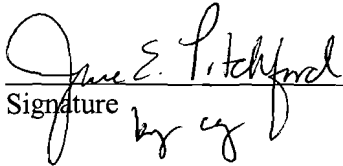
  
County Counselor

ATTEST:

  
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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

  
Signature by eg

10/9/08  
Date

6100-26300 – Term & Supply

Appropriation Account

4. Response Form

- 4.1. Company Name: G M Supply Co., Inc.
- 4.2. Address: 8300 I-70 Drive SE
- 4.3. City/Zip: Columbia, MO 65201
- 4.4. Phone Number: 573-474-4118
- 4.5. Fax Number: 573-474-1529
- 4.6. E-mail Address: gmsupplyco@aol.com
- 4.7. Federal Tax ID: 43-1419888
- 4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

| 4.8. PRICING                      |   |   |            |                |
|-----------------------------------|---|---|------------|----------------|
| <b>Base Bid:</b>                  |   | Price Per Pound                             | Quantity   | Extended Total |
| 4.8.1.                            | <b>Ice Melt in Accordance With Sections 2.2. Through 2.2.3.</b> | \$ .16 /lb                                  | 25,000 lbs | \$4,000.00     |
| 4.8.1.1.                          | Weight Ice Melt Per Bag   | One (1) Bag of Ice Melt = <u>50</u> lbs     |            |                |
| 4.8.1.2.                          | Bags Per Pallet   | One (1) Pallet of Ice Melt = <u>50</u> Bags |            |                |
| Brand Name: <u>Earthwise Plus</u> |   |   |            |                |

4.8.1.3. Describe Chemical Content:  
Magnesium Chloride, Calcium Chloride, Potassium Chloride, and Sodium Chloride

4.9. Describe Warranty Features:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.10. Describe Any Deviations:

\_\_\_\_\_

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative

purchasing with Boone County, Missouri?  
       Yes       X       No

4.13. Delivery ARO: Will be available from inventory after 11/01/08.

4.11. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.**

4.11.1. Authorized Representative (Sign By Hand):

William P. Tieder Date: 08/19/08

Print Name and Title of Authorized Representative

William P. Tieder, Vice President



**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

**Request for Bid (RFB)**

**Tyson Boldan, Buyer**  
(573) 886-4392 – Fax: (573) 886-4390  
Email: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)

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**Bid Data**

Bid Number: **43-26AUG08**  
Commodity Title: **Ice Melt For Sidewalks**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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**Bid Submission Address and Deadline**

Day / Date: **TUESDAY, August 26, 2008**  
Time: **1:30 P.M. Central Time (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 209  
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6<sup>th</sup> St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

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**Bid Opening**

Day / Date: **TUESDAY, August 26, 2008**  
Time: **1:30 P.M. Central Time (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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**Bid Contents**

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form  
Standard Terms and Conditions  
"No Bid" Form**

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
  - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.  
*Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
  - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business/s entities which may provide the subject goods and/or services.
  - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
  - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
  - 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
    - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
    - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
  - 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the goods and/or services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
  - 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
    - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents

comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.



**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing and delivery of Ice Melt in pellet form with all features as detailed in the following specifications. .
  - 2.1.1. **Quantity** – The County anticipates ordering a minimum of twenty five thousand (25,000) pounds of ice melt.
- 2.2. **BASE BID MINIMUM TECHNICAL SPECIFICATIONS**
  - 2.2.1. The Ice Melt must be in pellet form (no Flakes).
  - 2.2.2. **Packaging of Ice Melt** – Ice Melt must be delivered with color indicator and in 50lb bags, stacked on top of a standard pallet.
  - 2.2.3. **Content Requirements** - The highest concentration for Ice Melt must be Magnesium Chloride with Calcium Chloride being the second highest concentration. Only small portions of Potassium Chloride and Sodium Chloride will be allowed.
- 2.4. **DEVIATION(S)** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder’s bid response non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
- 2.5. **DESIGNEE** – Boone County Facilities Maintenance Department, 601 E. Walnut, Columbia, MO 65201.
  - 2.5.1. **Contact** - Tyson Boldan, Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)
- 2.6. **DELIVERY DESTINATION** – Will be specified by Boone County at the time of purchases but will not exceed county lines.
  - 2.6.1. **Delivery Terms:** Inside delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
  - 2.6.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.7. **EVALUATION** - The Bidder may be required to provide the Facilities Maintenance Department with a sample of the Ice Melt proposed in the bid response for a five day evaluation period. The cost of providing this sample will be the responsibility of the Bidder. Suitability of the sample in the proposed working environment will be an evaluation factor.

**3. *Response Presentation and Review***

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page [www.showmeboone.com](http://www.showmeboone.com).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
  - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
  - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
  - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
  - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
  - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_
- 4.3. City/Zip: \_\_\_\_\_
- 4.4. Phone Number: \_\_\_\_\_
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. E-mail Address: \_\_\_\_\_
- 4.7. Federal Tax ID: \_\_\_\_\_
- 4.7.1. ( ) Corporation
- ( ) Partnership - Name \_\_\_\_\_
- ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_
- ( ) Other (Specify) \_\_\_\_\_

| 4.8. PRICING     |   | Price Per Pound                         | Quantity   | Extended Total |
|------------------|---|---|------------|----------------|
| <b>Base Bid:</b> |   |   |            |                |
| 4.8.1.           | <b>Ice Melt In Accordance With Sections 2.2. Through 2.2.3.</b> | \$ _____ /lb                            | 25,000 lbs | \$ _____       |
| 4.8.1.1.         | Weight Ice Melt Per Bag   | One (1) Bag of Ice Melt = _____ lbs     |            |                |
| 4.8.1.2.         | Bags Per Pallet   | One (1) Pallet of Ice Melt = _____ Bags |            |                |
|                  | Brand Name:   |   |            |                |

4.8.1.3. Describe Chemical Content:

\_\_\_\_\_

\_\_\_\_\_

4.9. Describe Warranty Features:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.10. Describe Any Deviations:

\_\_\_\_\_

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative

purchasing with Boone County, Missouri?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

4.13. Delivery ARO: \_\_\_\_\_

4.11. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.**

4.11.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_ Date: \_\_\_\_\_  
Print Name and Title of Authorized Representative

\_\_\_\_\_



*Standard Terms and Conditions*

**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

**Tyson Boldan**, Buyer  
Phone: (573) 886-4392 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

Boone County Purchasing  
Tyson Boidan  
Buyer



601 E. Walnut-Room 209  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## “NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO SUBMIT A BID

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If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number: **43-26AUG08 – Ice Melt for Sidewalks**

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address/P.O. Box)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 08

In the County Commission of said county, on the

14<sup>th</sup>

day of October


20 08


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

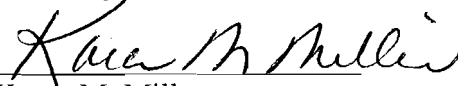
Now on this day the County Commission of the County of Boone does hereby authorize the purchase of a replacement evidence refrigerator for the Sheriff's Department in the amount of \$4,947.27.

Done this 14<sup>th</sup> day of October, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Kareh M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



**BOONE COUNTY SHERIFF'S DEPARTMENT**  
**2121 County Drive, Columbia, MO 65202**  
**573/875-1111 Fax 573/874-8953**

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**MEMORANDUM**

RECEIVED

**DATE:** October 6, 2008  
**TO:** Boone County Commission  
 Boone County Auditor  
**FROM:** Captain Chad Martin  
**SUBJECT:** Replacement Evidence Refrigerator

OCT 06 2008

BOONE COUNTY AUDITOR

In the following pages you will find accompanying documentation for a request to purchase a replacement evidence refrigerator for the Sheriff's Department.

Our current refrigerator is a mini-dorm type that is very old. I have been unable to find a date or asset tag on it, but it appears to be an early 90's style unit.

With more and more criminal cases involving body fluid evidence coming to us, it is imperative we maintain the highest degree of integrity in the custody of our evidence.

This refrigeration unit is small enough to fit in the current area of our building that is housing our old one. It is also adaptable to future use in a standard locker type setting should our evidence unit ever move or the building undergo a remodel.

We are requesting to purchase this out of remaining funds in class 9 of 2901. In a third quarter tally of 2901 we have approximately \$7,000 remaining due to savings from replacement vehicles, MDT systems, and modems.

Once this request is approved, we will forward the information to purchasing for the sealed bid process as this purchase will be approximately ~~\$4,711.69~~.

4947.27

Thanks,  
 Capt. Chad Martin



**BOONE COUNTY SHERIFF'S DEPARTMENT**  
**2121 County Drive**  
**Columbia, Missouri 65202**

**TO:** Captain Chad Martin

**FROM:** April Johnson

**DATE:** September 19, 2008

**SUBJECT:** Evidence refrigeration unit

Captain Martin,

I ask that you please consider the purchase of an evidence refrigeration unit. I have been in communications with a representative who sells evidence storage products. The most economical evidence refrigeration unit can accommodate up to four (4) different submissions. The unit I have inquired about is a "stand alone" unit that can easily be stored in the squad room.

I understand that the 2009 budget has already been submitted to the county commissioners. However, I request you consider a budget revision and/or check the availability of funds from the 2008 budget.

The system we have in place is pretty basic. An officer/detective collects blood, urine, and sexual assault kits. He/she then submit this evidence in the dorm room size refrigerator located in the squad room. Once the door to the refrigerator is closed, the officer then secures the evidence with a pad lock. When I come to the office the following work day, I then remove the evidence thus clearing the refrigerator for future use.

This procedure has posed problems over the years. However, as calls for service have increased so has the need for usage of the refrigerator. There have been countless occasions when blood has been drawn from a DWI defendant on a Friday evening and on Saturday evening a sexual assault kit has been collected. Problems occur once the officer or detective goes to the refrigerator to submit the sexual assault kit and it is determined that the refrigerator is locked due to the storage of the blood previous collected. Whoever collected the SAFE kit has to request someone, who has access to the key, come to the office to unlock the fridge. These situations are happening with more frequency.

I inquired about an evidence refrigeration unit March 2007. The cost for an eight (8) compartment evidence refrigeration unit was quoted at \$11,307.00. A six (6) compartment evidence refrigeration unit was quoted at \$11,088.00.

Yesterday, after learning of yet another evidence issue with regard to our current refrigeration system I spoke with Curt Rogers to get a quote on a smaller four (4) compartment evidence refrigeration unit with the hopes that the smaller unit would be more affordable. He advised that he has been working with Boone County Purchasing installing high density storage (rolling files) for the new courthouse expansion. Boone County Purchasing is using the U.S. Communities Contract.

Curt Rogers quoted a price, on a four compartment evidence refrigeration unit at \$4,947.27.

After calling Curt Rogers this morning, he advised that the \$4,947.27 is the price if purchased after September 30, 2008. He advised that the U.S. Communities Contract is coming to a close at the end of this month (September, 2008). If we're able to purchase the unit under this contract, the four (4) unit evidence refrigeration unit would cost \$4,711.69.

Please consider making a budget revision and/or look into unspent 2008 funds to purchase this much needed refrigeration unit.

Respectfully submitted,

April Johnson  
Evidence

cc: Captain Beverly Braun



2008 CLASS 9

| Dept-Account                             | Budget Request # | Description  | Original Budget Amount | Budget Revision Date | Budget Revision Amount | Revised Budget | Encumbrance Date | Encumbrance Amount | Payment Date              | Payment Amount    | Unused Budget   |
|--|------------------|--|------------------------|----------------------|------------------------|----------------|------------------|--------------------|---------------------------|-------------------|-----------------|
| <b>Sheriff Law Enforcement Sales Tax</b> |                  |  |                        |                      |                        |                |                  |                    |                           |                   |                 |
| 2901-91300                               |                  | Spike Strips (10)  | 4,280                  |                      |                        | 4,280          |                  |                    | 7/28/2008                 | 4,390.00          | (110.00)        |
| 2901-91300                               |                  | Patrol Rifles w/accessories (5)  | 5,080                  |                      |                        | 5,080          | 7/22/2008        | 4,474.95           | 9/26/2008                 | 144.50            | 460.55          |
| 2901-91300                               |                  | Nightvision Accessory  | 1,000                  |                      |                        | 1,000          |                  |                    |                           |                   | 1,000.00        |
| 2901-91300                               |                  | multi-granade launcher (PO #2007 338 coded to 2535-91300, paid in 2008.)   |                        |                      |                        |                |                  |                    |                           |                   |                 |
| 2901-91300                               |                  | Original estimate=\$2100 less \$1280 trade-in = \$820. However, trade-in was only \$1260, \$20 less. Therefore, difference paid from dept 2901 with manual ck. |                        |                      |                        |                |                  |                    | 4/28/2008                 | 20.00             | (20.00)         |
|  |                  | <b>Total</b>   | <u>10,360</u>          |                      | <u>0</u>               | <u>10,360</u>  |                  | <u>4,474.95</u>    |                           | <u>4,554.50</u>   | <u>1,330.55</u> |
| 2901-91301                               |                  | Server for Mobile Video System - Evidence Storage  | 23,939                 |                      |                        | 23,939         |                  |                    | 6/25/08, 7/17/08, 7/30/08 | 21,142.31         | 2,796.69        |
| 2901-91301                               |                  | Wireless CISCO Aironet 1240 AG   | 1,042                  |                      |                        | 1,042          |                  |                    |                           |                   | 1,042.00        |
| 2901-91301                               |                  | CISCO Aironet Antenna (2)  | 96                     |                      |                        | 96             |                  |                    |                           |                   | 96.00           |
| 2901-91301                               |                  | Mobile Data Terminals (2) Enforcement officers   | 13,802                 |                      |                        | 13,802         | 1/22/2008        | 621.40             | 2/25, 3/10, 4/29/08       | 13,643.48         | (462.88)        |
|  |                  | <b>Total</b>   | <u>38,879</u>          |                      | <u>0</u>               | <u>38,879</u>  |                  | <u>621.40</u>      |                           | <u>34,785.79</u>  | <u>3,471.81</u> |
| 2901-92300                               |                  | Shotguns (2)   | 900                    |                      |                        | 900            |                  |                    | 3/28/2008                 | 996.20            | (96.20)         |
| 2901-92300                               |                  |  |                        |                      |                        |                |                  |                    |                           |                   | 0.00            |
|  |                  | <b>Total</b>   | <u>900</u>             |                      | <u>0</u>               | <u>900</u>     |                  | <u>0.00</u>        |                           | <u>996.20</u>     | <u>(96.20)</u>  |
| 2901-92301                               |                  | MDT Modems upgrade to MP875 GPS Modem (21) (actually purch   | 17,430                 |                      |                        | 17,430         |                  |                    | 2/25/08, 3/10/08          | 20,366.26         | (2,936.26)      |
| 2901-92301                               |                  | MDT Memory Upgrade to 1GB (41) (actually purchased 40)   | 3,854                  |                      |                        | 3,854          |                  |                    | 4/29/2008                 | 3,341.74          | 512.26          |
| 2901-92301                               |                  | MDT USB cables (21)  | 525                    |                      |                        | 525            |                  |                    |                           |                   | 525.00          |
| 2901-92301                               |                  | MDT GPS Antennas (41)  | 3,895                  |                      |                        | 3,895          |                  |                    |                           |                   | 3,895.00        |
|  |                  | <b>Total</b>   | <u>25,704</u>          |                      | <u>0</u>               | <u>25,704</u>  |                  | <u>0.00</u>        |                           | <u>23,708.00</u>  | <u>1,996.00</u> |
| 2901-92400                               |                  | Patrol Vehicles (7) (purch req rec'd 5/5/08 is for 6 vehicles)   | 154,700                |                      |                        | 154,700        |                  |                    | 7/1, 7/28, 10/3/08        | 152,225.00        | 2,475.00        |
| 2901-92400                               |                  | (purch req received 7/15/08 is for 1 SUV @ \$21,937)   |                        |                      |                        |                |                  |                    |                           |                   | 0.00            |
|  |                  | <b>Total</b>   | <u>154,700</u>         |                      | <u>0</u>               | <u>154,700</u> |                  | <u>0.00</u>        |                           | <u>152,225.00</u> | <u>2,475.00</u> |
|  |                  | <b>Total Sheriff Law Enforcement Sales Tax</b>   | <u>230,543</u>         |                      | <u>0</u>               | <u>230,543</u> |                  | <u>5,096.35</u>    |                           | <u>216,269.49</u> | <u>9,177.16</u> |

Auditor's Office has reviewed Dept 2901 class 9 remaining balance and agrees there are sufficient savings to purchase replacement evidence refrigerator for approximately \$4947, as requested in 10/6/2008 memo from Sheriff's Dept.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 08


In the County Commission of said county, on the 14<sup>th</sup> day of October 20 08

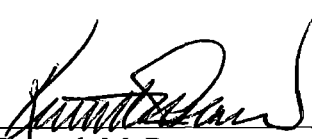
the following, among other proceedings, were had, viz:

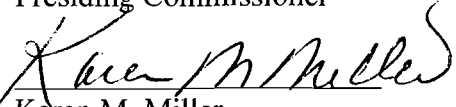
Now on this day the County Commission of the County of Boone does hereby approve the real estate contract and agreement with Caudle Properties, LLC for a strip of land at the Boone County Fairgrounds. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

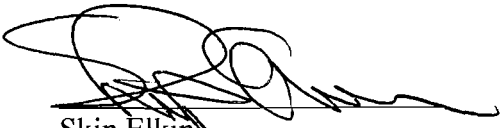
Done this 14<sup>th</sup> day of October, 2008.

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

4/24-2008



**CHARLES J. DYKHOUSE**  
**BOONE COUNTY COUNSELOR**

601 E. WALNUT, SUITE 207  
COLUMBIA, MISSOURI 65201  
TELEPHONE (573) 886-4414  
FAX (573) 886-4413

TO: Josh Norberg, County Clerk Office  
FROM: Charles J. Dykhouse, County Counselor   
RE: Cottonwood RV Park  
DATE: October 28, 2008

Attached please find the original Real Estate Contract and Agreement, the original Lease and a copy of the Easement recorded at Book 3388, Page 111 relating to the Cottonwood RV Park transactions. I am sending these to you for your files.

With respect to the Real Estate Transaction, I have prepared a draft Quit-Claim Deed and submitted it to Buster Caudle's attorney for approval. As soon as we have an Agreement as to form, we will set a closing date on that and I will forward you a draft of the Quit Claim Deed for the Commission to consider at an upcoming Commission meeting. I am hoping to have that by Thursday.

I appreciate your assistance with this and will be back in touch as soon as I have the closing date and the draft Deed that is approved as to form. If you wish to discuss any aspect of this, please don't hesitate to contact me.

**REAL ESTATE CONTRACT AND AGREEMENT**

Agreement dated this 14<sup>th</sup> day of October, 2008, for the purchase and sale of real property between Boone County, Missouri, a political subdivision of the State of Missouri, through its county commission, ("*Seller*") and Caudle Properties, L.L.C., a Missouri limited liability company ("*Buyer*").

WHEREAS, the parties own adjoining property located at the Boone County fairgrounds, and

WHEREAS, Seller owns a fence that is located approximately twenty-five feet (25') from the edge of its property line; and

WHEREAS, the cost of relocating the fence to the edge of Seller's property line would total approximately Eight Thousand One Hundred Eighty-Four Dollars (\$8,184.00); and

WHEREAS, Buyer owns the adjoining tract of property and has certain improvements (propane tank) that encroach on Seller's property; and

WHEREAS, the approximately fair market value of the twenty-five feet (25') tract of land contemplated as being transferred by this agreement is Nine Thousand Two Hundred Eighty-Two Dollars (\$9,282.00); and

WHEREAS, Seller desires to sell and Buyer desires to buy the tract of land in question, consisting of a strip of land totaling approximately 13,500 square feet along the edge of Seller's property for the total cost of One Thousand Ninety Eight Dollars (\$1,098.00) the net difference between the fair market value of the strip of land and the anticipated cost of relocating the fence line.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

**1. Sale of Property.**

Seller agrees to sell, and Buyer agrees to buy, the strip of land further described in Exhibit A attached hereto.

**2. Purchase Price.**

The total purchase price for the Property is One Thousand Ninety Eight Dollars (\$1,098.00) and shall be paid in full at closing by cash or certified funds.

**3. Closing.**

The closing date shall be on September 1, 2008 ("Closing").

**4. Seller Warranties.**

Seller makes no warranties regarding the strip of land to be conveyed, and contemplates that the conveyance herein shall be by Quit-Claim Deed

**5. Examination and Evidence of Title.**

Seller shall not be required to provide evidence of title or a title commitment from any title insurance company.

**6. Deed.**

Seller shall prepare and deliver to buyer a Quit-Claim deed on the subject property at closing.

**7. Risk of Loss.**

Risk of casualty loss shall be with the party having possession at the time of the loss, however Seller shall not be responsible for any loss to Buyer's improvements which currently encroach on Seller's property.

**8. Delivery of Possession.**

Seller will deliver occupancy of the Property to Buyer at closing.

**9. Successors in Interest.**

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

**10. Expiration of Offer.**

If this transaction is not closed on or before the date of closing set out herein, it shall be thereafter null and void.

**11. Authority of signatories.**

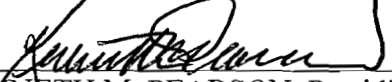
The parties signing this Agreement warrant that they have the authority to do so on behalf of Seller and Buyer, as appropriate.

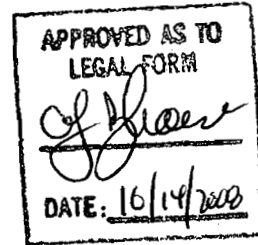
**12. Entire Agreement.**

This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions and agreements, and this Agreement may not be modified by any party except in writing, executed by the party to be charged with the modification.


The parties acknowledge that they have read and agreed to the terms and conditions of this contract, and they understand it will become legally binding upon their signing below:

**SELLER:**  
**BOONE COUNTY, MISSOURI**  
By its County Commission

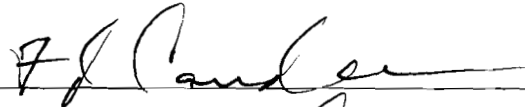
  
\_\_\_\_\_  
KENNETH M. PEARSON, Presiding Commissioner



ATTEST:

  
\_\_\_\_\_  
WENDY S. NOREN, Clerk of the County Commission

**BUYER:**  
**CAUDLE PROPERTIES, L.L.C.**

BY:   
\_\_\_\_\_

Printed Name: F J CAUDLE

Title: owner



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF STRIP OF LAND**

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 49 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI AND BEING PART OF THE TRACT SHOWN BY THE SURVEY RECORDED IN BOOK 505, PAGE 847 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SURVEY RECORDED IN BOOK 487, PAGE 813; THENCE FROM THE POINT OF BEGINNING AND WITH THE EAST LINE OF SAID SURVEY AND THE EAST LINE EXTENDED, N 29 DEGREES 49'45"E, 531.65 FEET TO THE NORTHEAST CORNER OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 1074, PAGE 437; THENCE LEAVING SAID EAST LINE EXTENDED, S 89 DEGREES 46'45"E, 25.64 FEET; THENCE S 20 DEGREES 43'25"W, 540.67 FEET; THENCE N 69 DEGREES 11'25"W, 25.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.30 ACRES.

LEASE

THIS LEASE, made and entered into effective the 14<sup>th</sup> day of October, 2008, (the "Effective Date") by and between **BOONE COUNTY, MISSOURI**, a political subdivision of the State of Missouri, by and through its County Commission, ("Lessor"); **CAUDLE PROPERTIES, L.L.C.**, a Missouri limited liability company, ("Tenant"); certain of whom and all of whom are at times herein referred to respectively as a "Party" or the "Parties";

WHEREAS, Lessor is the owner of the following described real estate located and situated in Boone County, Missouri, (the "Premises"), to-wit:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 49 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI AND BEING PART OF THE TRACT SHOWN BY THE SURVEY RECORDED IN BOOK 505, PAGE 847 AND DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 1569, PAGE 376 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SURVEY RECORDED IN BOOK 487, PAGE 813 AND WITH THE SOUTH LINE OF SAID SURVEY, S 69 DEGREES 11'25"E, 679.66 FEET; THENCE S 20 DEGREES 43'25"W, 335.77 FEET TO THE CENTERLINE OF BEAR CREEK; THENCE WITH THE CENTERLINE OF SAID CREEK, N 70 DEGREES 16'05"W, 278.98 FEET; THENCE CONTINUING WITH SAID CENTERLINE, N 49 DEGREES 33'20"W, 336.56 FEET TO THE WEST LINE OF SAID SECTION 29; THENCE LEAVING SAID CENTERLINE AND WITH THE WEST LINE OF SAID SECTION, N 0 DEGREES 31'30"E, 242.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.45 ACRES.

WHEREAS, Tenant seeks hereby to lease the Premises for the purposes of allowing Tenant to prepare the same as a "Camping Area" to accommodate campers utilizing tents and other temporarily erected shelters customarily used for camping (not including any motorized recreational vehicles) at Tenant's sole expense.

IN CONSIDERATION of the mutual covenants herein contained and the reliance to be thereto accorded, the Parties agree as follows:

(1) The Lessor does hereby lease and let unto Tenant, and Tenant does hereby lease and rent from Lessor, upon the terms and conditions hereinafter set forth, the Premises.

(2) The term of this Lease shall commence on the Effective Date and shall end and terminate at Midnight on the 31st day of October, 2013, (the "Term").

(3) As rental for the Premises, Tenant shall pay to Lessor, on the Effective Date of this Lease and thereafter on or before the 1<sup>st</sup> day of May each year, a yearly rental of Five Hundred Dollars (\$500.00).

(4) Tenant may utilize the Premises for the following activities/uses for its customers, exclusively: tent camping, campfires, pedestrian traffic, customer parking, graveled walking trails, picnic areas, placement of trash cans and incidental vehicular traffic, not to include Recreational Vehicles, the installation of a vehicular entrance to the premises from Oakland Gravel Road and such other and further uses as shall be consistent with a primitive camping campground.

(5) The Tenant shall, at its own expense, prepare the Premises to accommodate the foregoing uses and activities. All such improvements existing at the conclusion of the term of this Lease shall be and become the sole property of the Lessor.

(6) The Lessor shall not be required to furnish to the Tenant any utilities or services of any kind, such as, but not limited to, water, steam, heat, gas, hot water, electricity, light, power, janitorial and trash storage/removal.

(7) Prior to taking possession of the subject premises and at all times subsequent to taking possession of the Premises, Tenant shall, at its sole cost and expense provide general liability insurance from an insurance company with a Best rating of "B+" or better in a form acceptable to Lessor. Said insurance shall name Lessor as an additional insured and shall contain an endorsement or other provision that prevents the insurer from cancelling the policy of insurance without first sending Lessor thirty (30) days written notice of its intent to cancel the policy.

(8) Any alteration, improvement, modification, or additions to the premises must be approved, in writing, in advance by Lessor. Any such alterations, improvements, modifications or additions installed by the Tenant upon the Premises and in any manner attached to the Premises so as not to be removable without damage to the Premises shall remain upon the Premises upon any termination of the leasehold, whether before or after the expiration of the term, provided however, that until the end of the term of this Lease, all

such alterations, improvements, modifications, or additions shall be deemed to be the property of Tenant and at the end of the term of this Lease become the sole and separate property of the Lessor.

(9) Tenant shall indemnify, defend, save and hold harmless Lessor from and against any mechanic's liens or other liens arising out of the making of any alteration, improvement, repair or addition to the Premises by Tenant, including without limitation thereby the payment of the amount of such lien and all costs of defense, including Lessor's attorneys' fees.

(10) Tenant agrees that it will indemnify, hold and save Lessor, Lessor's officers, agents, contractors and employees harmless and, at Lessor's option, defend same, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments, including a reasonable attorneys fee, asserted against Lessor on account of injury or damage to person or property in any way related to occupancy or use of the Premises, including any injury or damage which is alleged to be caused or contributed to by any ordinary negligence of Lessor or Lessor's officers, agents, contractors and employees. This shall not include, however, intentional torts or acts of gross negligence by Lessor or Lessor's officers, agents, contractors and employees. Tenant covenants and agrees that in the event Lessor, Lessor's officers, agents, contractors and/or employees are made parties to any litigation commenced by any party other than Tenant relating to this Lease or the Premises leased hereunder, then Tenant shall and will pay all costs and expenses, including a reasonable attorney's fee and court costs, incurred or imposed upon Lessor by virtue of any such litigation, except in the case of intentional torts or acts of gross negligence as excepted above.

(11) Tenant shall fully comply with all applicable federal, state, county and municipal ordinances, regulations and rules pertaining to the use of the Premises.

(12) Tenant shall at all times maintain the property clean, and free from

debris, and shall regularly mow the property, at Tenant's sole expense.

(13) Lessor hereby reserves the right to access the Premises upon fifteen (15) days notice to Tenant for events at the Boone County Fairgrounds that may require the use of the space for such event, including but not limited to, use of the Premises as overflow parking. Said access shall be for the term of the event at the fairground, and thereafter the Tenant shall resume possession of the Premises under the terms of this Lease.

(14) Each of the following shall constitute an event of default by Tenant under this Lease and a breach thereof by Tenant, to-wit:

a. In the event that Tenant shall fail to pay any installment of rent hereunder and such nonpayment of rent continues ten (10) days after written notice of such nonpayment from Lessor to Tenant;

b. In the event Tenant fails in performing any of the other terms, provisions and covenants, of this Lease to be performed by Tenant and fails, within thirty (30) days after written notice of such failure from Lessor to Tenant to secure such failure, to perform such term, provision, and/or covenant, and correct such failure or default;

c. In the event Tenant shall make an assignment for the benefit of creditors or shall have a receiver appointed for a substantial part of Tenant's assets;

d. In the event that Tenant shall become insolvent or be adjudicated a bankrupt;

e. In the event that the leasehold interest of Tenant hereunder is levied upon under execution, federal tax lien, mechanics lien, or by any other government lien; and

f. Notification by the insurer of cancellation of the policy of insurance insuring the Premises as required herein.

(15) In the case of any event of default or breach hereof by Tenant, as those terms are herein defined, the Tenant shall for all purposes hereunder be deemed to be in default hereunder, and Lessor shall have the option to take any of the following remedies or acts, in addition to any other remedy or right provided by law or this Lease, to-wit:

a. Lessor may terminate this Lease. Tenant covenants and agrees that, immediately upon such termination, Lessor may, without notice to Tenant, enter and take possession of the Premises to the exclusion of Tenant and all those claiming under Tenant.

b. Lessor may terminate Tenant's right to possession only, without terminating this Lease, and may, without notice to Tenant, enter and take possession of the Premises without releasing Tenant from any past, present, or future, rent. Upon and after such entry into possession without termination of this Lease, Lessor may re-let the Premises, or any part thereof, for the account of the Tenant, to any person, firm or corporation, for such rent, for such term (including a term beyond the Lease term, but the part of any such term, which is beyond the Lease term, shall not be chargeable to Tenant's account), and upon such terms and conditions as Lessor, in Lessor's sole discretion, shall determine; and Lessor shall apply all rents and sums received upon such reletting as follows: first, to the payment of such expenses which Lessor shall have incurred in recovering possession of the Premises, including all expenses and attorney fees; second to the payment of expenses incurred in putting the Premises in good repair and condition and/or altering and/or remodeling the Premises for rental and reletting; third, to the payment of all other real estate commissions, and other charges, expenses, incurred or with respect to reletting the Premises, including storage charges as hereinafter provided; fourth, to the payment of the fulfillment of all of

Tenant's covenants under this Lease; fifth, to the payment of all amounts of rent due hereunder; and sixth, the balance, if any, to be paid to Tenant.

c. In the event that Lessor shall enter and take possession of the Premises pursuant to subparagraph a. or b. hereof and Tenant shall have property located on or about the premises, then Lessor may on behalf of Tenant remove any and all such property and store the same in a public or private warehouse or elsewhere at the sole cost of, and for the account of, the Tenant.

IN WITNESS WHEREOF, the Parties hereto have executed and caused to be executed effective on the day and year first written above.

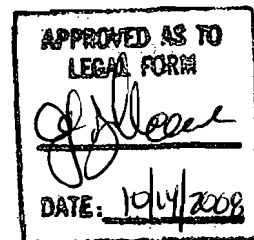
LESSOR:

BOONE COUNTY, MISSOURI



KENNETH M. PEARSON, Presiding  
Commissioner

ATTEST:

  
WENDY S. NOREN, County Clerk

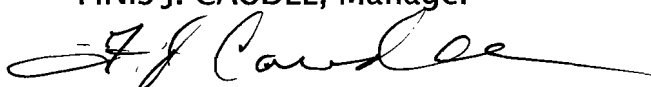


TENANT:

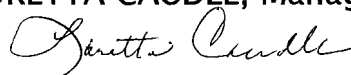
CAUDLE PROPERTIES, L.L.C.

By:

FINIS J. CAUDLE, Manager



LORETTA CAUDLE, Manager



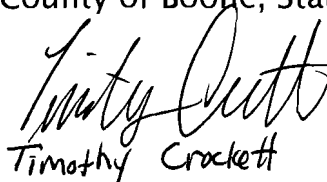
STATE OF MISSOURI )

) SS.

COUNTY OF BOONE )

On this 13<sup>th</sup> day of August, 2008, before me personally appeared Kenneth M. Pearson, to me known to be the presiding commissioner of the County Commission of Boone County, Missouri, described in and who executed the foregoing instrument, and acknowledged that he was duly authorized to execute the foregoing instrument on behalf of said County Commission for the purposes therein stated.

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

  
Timothy Crockett



My commission expires: Jan. 25, 2009.



---

## EASEMENT

THIS DEED, made and entered into this 14<sup>th</sup> day of October, 2008, by and between the BOONE COUNTY, MISSOURI, a political subdivision of the State of Missouri, acting through its county commission, Grantor, and Caudle Properties, LLC, a limited liability company organized and existing under the laws of the State of Missouri, Grantee. Grantee's mailing address is: 307 MaCaw, Columbia, Missouri 65202.

WITNESSETH, that Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, does by these presents, Remise, Release and Quit-claim, unto the said Grantee and his heirs and assigns, the following described easement, for so long as the same is used for the maintenance the sign and landscaping as hereinafter described and if said easement is not used for the sign and landscaping as hereinafter described, or if the as-built signage requires total reconstruction, then the easement shall cease and the property shall revert to the Grantor and its assigns.

Said easement is situated in the County of Boone, State of Missouri, and can be described as follows, to-wit:

A tract of land located in the Northwest Quarter of Section 29, Township 49 North, Range 12 West, Boone County, Missouri and being part of the tract shown by the survey recorded in Book 505, Page 847 and being more particularly described as follows:

Commencing at the Northwest corner of the survey recorded in Book 487, Page 813 and with the North line and the North line extended, South 89 Degrees, 46'45"E, 261.96 feet to the point of beginning.

Thence from the point of beginning and leaving said North line extended, North 0 degrees, 13'15"E, 12.00 feet; thence South 89 degrees 46'45"E, 35.00 feet; thence South 0 degrees 13'15"W, 12.00 feet; thence North 89 degrees 46'45"W, 35.00 feet to the point of beginning and containing 420 square feet.

The defeasible easement herein granted shall entitle Grantee to maintain the as-built signage advertising Grantee's adjacent recreational vehicle park, and adjacent camping operations, via sign(s) as set out below, with appropriate landscaping and plantings, limited as follows:

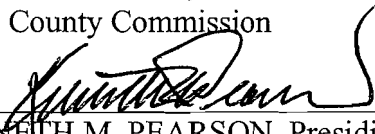
- (1) Grantee shall at all times maintain such signage in good repair and keep all associated landscaping in a clean, weed free and orderly manner;
- (2) Grantee shall fully comply with all applicable federal, state, county and municipal statutes, ordinances, regulations and rules pertaining to such signage and shall obtain all required licenses and permits with respect to said signage;
- (3) Grantee shall obtain prior, written approval from Grantor as to the plans for the any partial reconstruction of signage and landscaping to be placed on the easement with said approval to address the type of sign, construction method and to the "terms" of said sign, the "terms" approval being intended to prevent the use of any inappropriate verbiage on said sign so as to ensure the property is appropriate for family entertainment purposes. If total reconstruction is required, this easement shall terminate as the Grantee will construct any new signage on Grantee's property.

TO HAVE AND TO HOLD the same with all the rights, immunities and appurtenances unto Grantee and his heirs and assigns, for the time period contemplated herein;


IN WITNESS WHEREOF, Grantor has hereunto set his hands the day and year first above written.

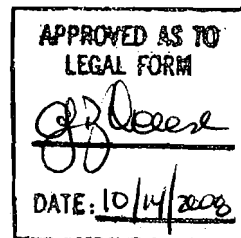
**BOONE COUNTY, MISSOURI**

By its County Commission

  
KENNETH M. PEARSON, Presiding Commissioner

ATTEST:

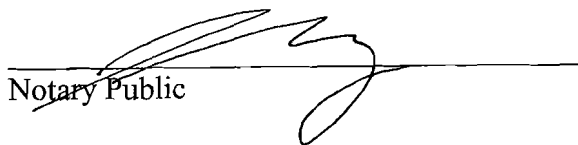
  
WENDY S. NOREN, Clerk of the County Commission



STATE OF MISSOURI     )  
  )ss  
COUNTY OF HOWARD    )

ON THIS 14<sup>th</sup> day of October, 2008, before me personally appeared KENNETH M. PEARSON and WENDY S. NOREN, to me personally known, who being duly sworn stated that they are, respectively, the Presiding Commissioner and County Clerk of Boone County, Missouri, and stated that this instrument was signed on behalf of Boone County, Missouri and its County Commission and that the were duly authorized to execute the foregoing instrument on behalf of said county for the purposes therein stated.

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

  
Notary Public

My Commission Expires:

**JOSHUA NORBERG**  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires September 18, 2011  
Commission # 07267690

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 08


In the County Commission of said county, on the 14<sup>th</sup> day of October 20 08


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

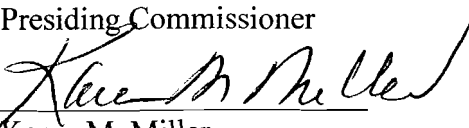
Now on this day the County Commission of the County of Boone does hereby approve the easement for a strip of land located at the Boone County Fairgrounds. It is further ordered the Presiding Commissioner is hereby authorized to sign said easement.

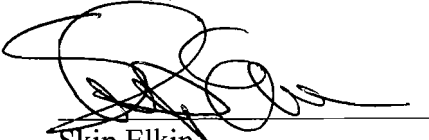
Done this 14<sup>th</sup> day of October, 2008.

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.

October Session of the October Adjourned

Term. 20 08

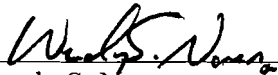
In the County Commission of said county, on the 14<sup>th</sup> day of October 20 08

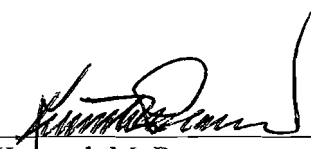
the following, among other proceedings, were had, viz:

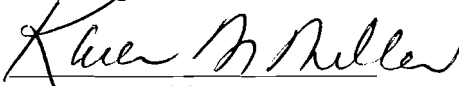
Now on this day the County Commission of the County of Boone does hereby approve the lease agreement with Caudle Properties, LLC for a ~~strip~~<sup>piece</sup> of land located at the Boone County Fairgrounds. It is further ordered the Presiding Commissioner is hereby authorized to sign said lease agreement.

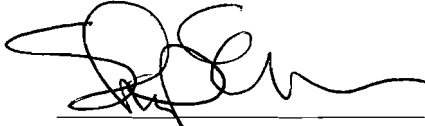
Done this 14<sup>th</sup> day of October, 2008.

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.

October Session of the October Adjourned

Term. 20 08

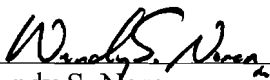
In the County Commission of said county, on the 14<sup>th</sup> day of October 20 08

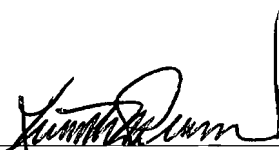
the following, among other proceedings, were had, viz:

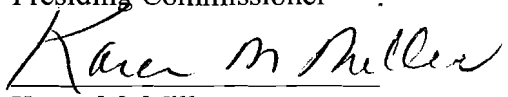
Now on this day the County Commission of the County of Boone does hereby appoint Mike Zweifel to the Road & Bridge Advisory Committee for an interim term beginning October 14, 2008 and ending May 25, 2010.

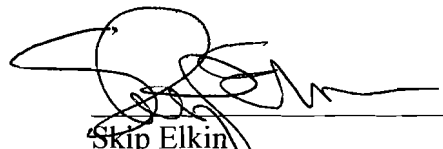
Done this 14<sup>th</sup> day of October, 2008.

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 SEP 22 2008

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



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

*off*  
*live 10/14/2008*  
*expires 5/25/2010*

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Road & Bridge Advisory Committee Term: 9/22/2008

Current Township: Missouri Today's Date: 9/22/2008

Name: Mike Zweifel

Home Address: 520 E. Sackets Road Zip Code: 65202

Business Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: 573-441-2232 Work Phone: 573-808-2947  
Fax: \_\_\_\_\_ E-mail: zweifelmr@hotmail.com

Qualifications: I live in Missouri Township

Past Community Service: I volunteer my time for various Republican groups, producing web sites and newsletters for club and public consumption.

References: Dr. Michelle Froese  
884-3389 (work reference)

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

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

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

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 08

In the County Commission of said county, on the

14<sup>th</sup>

day of October

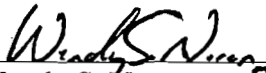
20 08

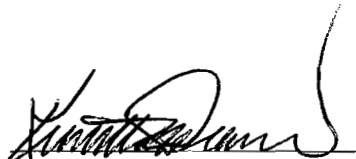
the following, among other proceedings, were had, viz:

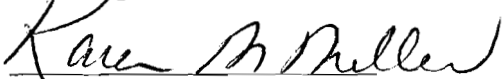
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courthouse Grounds and Courtyard Square on October 25, 2008, from 10:00 a.m. through 3:00 p.m.


Done this 14<sup>th</sup> day of October, 2008.

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

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



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: ~~USE~~ RALLY

Date(s) of Use: 10-25-08

Time of Use: From: 10:00 a.m./p.m. thru 3:00 p.m.

Facility requested: Courthouse Grounds  - Courtyard Square  - Chambers  - Rm220  - Rm208  - Rm139  Centralia Office

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: U.S. WOMEN MARCIA/FORWARD

Organization Representative/Title: SHARI KORTHEIS - ORGANIZER/VOLUNTEER

Address/Phone Number: 2987 RUNNING DEER CT. COLUMBIA MO 65201 573-441-0078

Date of Application: 10-10-08

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Neenan  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 10/14/08