

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

28th

day of

July

20 16

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

Now on this day the County Commission of the County of Boone does hereby compute the Final Post Bond Assessment of the sanitary sewer improvement project for the Manchester Heights Sanitary Sewer Neighborhood Improvement District as certified to be **\$281,330.27**.

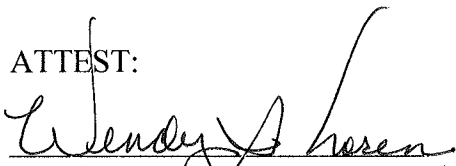
The County Commission does hereby apportion the cost of said project equally by living unit of property within said district according to the provisions of 67.463.2 RSMo (1993 Supp.) and petition approved by said Commission.

The County Commission further orders the following:

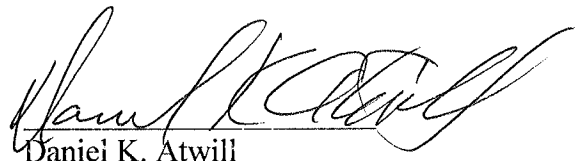
1. Special assessments against the property described on the attached exhibit A and in the attached amounts.
2. The Clerk to proceed with notification and collection of said assessments pursuant to the statutory provisions of 67.463 RSMo.
3. This order and attached exhibit A shall be maintained as an official public record with notice of this assessment to be given to all interested parties by recording this order in the land records of Boone County, Missouri.
4. The Presiding Commissioner is authorized to execute appropriate notices of liens and the County Collector is authorized to execute releases of said liens, as appropriate, upon collection consistent with the practices and procedures of the Boone County Collector of Revenue.

Done this 28th day of July, 2016.

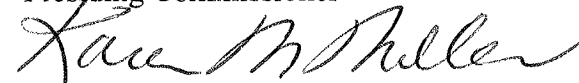
ATTEST:



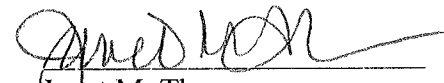
Wendy S. Noren *DKB*
Clerk of the County Commission



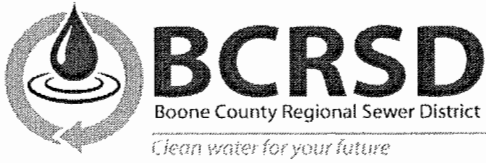
Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



1314 North 7th Street
Columbia, MO 65201
p: 573-443-2774
f: 573-499-0489

www.bcrsd.com

To: Boone County Commission
From: Andy Lister, Boone County Sewer NID Coordinator
Re: Manchester Heights NID – Bond Assessment
July 26, 2016

Bond costs have been certified on the Manchester Heights NID project as shown on the attached sheet prepared by the Auditor's office. Properties subject to this assessment are shown on Exhibit A, attached.

If you concur with these figures, a proposed Commission Order is attached for your approval.

Respectfully submitted,

Andy Lister
Boone County Sewer NID Coordinator

**BOONE COUNTY AUDITOR
MEMORANDUM**

Room 304
801 E. Walnut
Columbia, MO 65201

Phone (573) 886-4277
Fax Phone (573) 886-4280

TO: Andy Lister, NID Coordinator, Boone County Regional Sewer Dist.
FROM: Jason Gibson, Senior Accountant/Financial Analyst
DATE: July 25, 2016
RE: Final cost certification for Manchester Heights Sanitary Sewer NID

Please accept this as final certification of the costs for the Manchester Heights Station Sanitary Sewer NID. The original petition cost estimate was \$388,980 with a statutory maximum (125%) not to exceed amount of \$486,225.

Final Certified Costs **\$281,330.27**

Attached is a copy of the spreadsheet that contains the cost and revenue data for this NID. Please call if you have any questions.

Attachment

cc:
June Pitchford, Boone County Auditor
Brian McCollum, Boone County Collector
Tom Darrough, Boone County Treasurer
Tom Ratermann, General Manager, Boone County Regional Sewer Dist.
Denise Abney, Accountant, Collector's Office
Jason Gibson, Accountant, Auditor's Office

7/25/2016

Certified Cost for Manchester Heights Sanitary Sewer NID

Category	Description	Cost
Engineering	Engineering Services	\$ 29,951.00
Construction	This includes construction & connection costs	\$ 416,668.00
Other Services	Easement Acquisition	\$ 4,932.00
	Recording fees associated with initial assessments	\$ 780.00
	Permit Fees	\$ 450.00
Professional Services	Grant Administration	\$ 10,000.00
	Environmental Review	\$ 3,000.00
Administrative Services	NID Coordinator and County administrative fees	\$ 14,770.34
Interest Expense	Interest on loans during construction	\$ 5,304.08
Public Notices	Published notices of hearings and bids	\$ 1,030.43
Debt Issuance Costs; Recording Fees	Costs associated with issuance of temporary notes, construction loan, and permanent bonds. Includes the following: bond counsel fees, underwriter fees, paying agent fees, state auditor fee, bond cusip fees, assessment recording fees	\$ 10,526.66
Collector's Commission	Statutory required fee - 1%	\$ 2,813.30
		<u>\$ 500,225.81</u>
Less:		
Interest Earned	Interest earned on loan proceeds during construction	\$ (471.30)
Grant Proceeds	CDBG Grant Funds	\$ (210,000.00)
Other	Other contractual reductions (Horman)	\$ (8,424.24)
Total Certified Costs		<u><u>\$ 281,330.27</u></u>

EXHIBIT A

**Manchester Heights Sanitary Sewer Neighborhood Improvement District
Final Assessment Role**

ID #	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	Proposed assessment
1	12-903-35-01-001.00	Bernot	Angel	Demien	Cordina	3112 North Lawrence Drive	Columbia	MO	65202	Lot Fourteen (14) of Manchester Heights Subdivision Block Two (2) as shown by the plat recorded in Plat Book 10, Page 4, Records of Boone County, Missouri	\$ 8,525.16
2	12-903-35-01-002.00	Horman	Bruce	Horman	Deborah	3110 Lawrence Dr	Columbia	MO	65202	Lot Thirteen (13) of Manchester Heights Subdivision Block Two (2) as shown by the plat recorded in Plat Book 10, Page 4, Records of Boone County, Missouri	\$ 8,525.16
3	12-903-35-01-003.00	Rachatelelle	Antonio	Rachatelelle	Laura	3108 Lawrence Dr	Columbia	MO	65202	Lot Twelve (12) of Manchester Heights Subdivision Block Two (2) as shown by the plat recorded in Plat Book 10, Page 4, Records of Boone County, Missouri	\$ 8,525.16
4	12-903-35-01-004.00	Clements	Robert A	Clements	Dolores M	3106 N Lawrence Dr	Columbia	MO	65202	Lot Eleven (11) of Manchester Heights Subdivision Block Two (2) as shown by the plat recorded in Plat Book 10, Page 4, Records of Boone County, Missouri	\$ 8,525.16
5	12-903-35-01-005.00	Gibson	Matthew A	Gibson	Shelly L	3104 Lawrence Dr	Columbia	MO	65202	Lot Ten (10) of Manchester Heights Block Two (2) as shown by the plat recorded in Plat Book 10, Page 4, Records of Boone County, Missouri	\$ 8,525.16
6	12-903-35-01-006.00	Klinzman	Robert	Klinzman	Sheri L	3102 N Lawrence Dr	Columbia	MO	65202	Lot Nine (9) of Manchester Heights Subdivision Block Two (2) as shown by the plat recorded in Plat Book 10, Page 4, Records of Boone County, Missouri	\$ 8,525.16
7	12-903-35-01-007.00	Day	Larry			3100 N Lawrence Dr	Columbia	MO	65202	Lot Eight (8) Manchester Heights Block Two (2) according to the plat thereof recorded in Plat Book 10, Page 4, of the Boone County Records	\$ 8,525.16
8	12-903-35-01-008.00	Bailey	Kathleen A	Bailey	Justin S	3101 N Lawrence Dr	Columbia	MO	65202	Lot Seven (7) of Manchester Heights Subdivision Block 2 according to the plat recorded in Plat Book 10 Page 4 of the Boone County Records.	\$ 8,525.16
9	12-903-35-01-009.00	Enterprises Inc	Payne			10951 I-70 Dr NE	Columbia	MO	65202	Lot One (1) of Manchester Heights Subdivision Block Three (3) as shown by the plat recorded in Plat Book 10, Page 173, Records of Boone County, Missouri	\$ 8,525.16
10	12-903-35-01-010.00	Enterprises Inc	Payne			10951 I-70 Dr NE	Columbia	MO	65202	Lot Two (2) in Block Three (3) of Manchester Heights Subdivision as shown by the Plat recorded in Plat Book 10, Page 173, Boone County Records.	\$ 8,525.16
11	12-903-35-01-011.00	Dye	Matthew A	Dye	Kourtney M	6502 Martin Ct	Columbia	MO	65202	Lot Three (3) in Block Three (3) of Manchester Heights Subdivision as shown by the Plat recorded in Plat Book 10, Page 173, Boone County Records.	\$ 8,525.16
12	12-903-35-01-012.00	Hoover	Donald W	Hoover	Mary Alice	6500 EastMartin Ct	Columbia	MO	65202	Lot Four (4) in Block Three (3) of Manchester Heights Subdivision as shown by the Plat recorded in Plat Book 10, Page 173, Boone County Missouri	\$ 8,525.16
13	12-903-35-01-013.00	Gallihugh	Thomas	Gallihugh	Jennifer	6501 E Martin Ct	Columbia	MO	65202	The South One Hundred Twenty Five (125) Feet of Lot Five (5) of Manchester Heights Subdivision Block No 3 as shown by the Plat recorded in Plat Book 10, Page 173, Records of Boone County, Missouri.	\$ 8,525.16
14	12-903-35-01-016.00	Peterson	Matthew	Peterson	Paula	6503 Martin Ct	Columbia	MO	65202	The South One Hundred Twenty Five (125) Feet of Lot Six (6) of Manchester Heights Subdivision Block No 3 as shown by the Plat recorded in Plat Book 10, Page 173, Records of Boone County, Missouri.	\$ 8,525.16
15	12-903-35-01-017.00	Palmer, Jr	Alex Edward	Palmer	Linda Lee	6505 Martin Ct	Columbia	MO	65202	Lot Seven (7) in Block Three (3) of Manchester Heights Subdivision as shown by the Plat recorded in Plat Book 10, Page 173, Boone County Records.	\$ 8,525.16
16	12-903-35-01-018.00	Osbourne	Michael	Osbourne	Christa	6507 E Martin Ct	Columbia	MO	65202	Lot Eight (8) of Manchester Heights, Block Three (3) as shown on Plat recorded in Plat Book 10, Page 173, Boone County Records.	\$ 8,525.16
17	12-903-35-01-019.00	McCracken	Gary D	McCracken	Karen E	6509 E Martin Ct	Columbia	MO	65202	Lot Six (6), Except the South Fifty (50) feet thereof, of Manchester Heights Subdivision, Block Two (2) as shown on plat recorded in Plat Book 10, Page 4, Boone County records	\$ 8,525.16
18	12-903-35-01-020.00	Nsonso	Imikigwe	Nsonso	Bernard	3105 N Lawrence Dr	Columbia	MO	65202	Lot Five (5) Manchester Heights Subdivision, Block Two (2) as shown by the plat recorded in Plat Book 10, Page 4, Records of Boone County, Missouri	\$ 8,525.16
19	12-903-35-01-021.00	Mueller	Mark	Mueller	Christine D	3107 N Lawrence Dr	Columbia	MO	65202	Lot Four (4) Manchester Heights Subdivision, Block Two (2) as shown by the plat recorded in Plat Book 10, Page 4, Boone County, Missouri Records	\$ 8,525.16
20	12-903-35-01-022.00	Bossaller	Harold	Bossaller	Patricia S	3109 N Lawrence Dr	Columbia	MO	65202	Lot Three (3) Manchester Heights Subdivision, Block Two (2) as shown by the plat recorded in Plat Book 10, Page 4, Boone County, Missouri Records	\$ 8,525.16
21	12-903-35-01-023.00	Wine	Mark	Wine	Vickie Jo	3111 N Lawrence Dr	Columbia	MO	65202	Lot Two (2) Manchester Heights Subdivision, Block Two (2) as shown by the plat recorded in Plat Book 10, Page 4, Records of Boone County, Missouri	\$ 8,525.16
22	12-903-35-01-024.00	Keel	Anthony M	Keel	Tracy	3113 N Lawrence Dr	Columbia	MO	65202	Lot One (1) Manchester Heights Subdivision, Block Two (2) as shown by the plat recorded in Plat Book 10, Page 4, Records of Boone County, Missouri	\$ 8,525.16
23	12-903-35-01-025.00	Devoy & Miller Properties, LLC				3201 Woodbine Dr	Columbia	MO	65203	Lot Six (6) in Block One (1) of MANCHESTER HEIGHTS SUBDIVISION as shown by Plat recorded in Book 379, Page 324, Records of Boone County, Missouri	\$ 17,050.32
24	12-903-35-01-026.00	Luther	Harold	Luther	Leslie	1705 Arbor Drive	Beloit	WI	53511	Lot Seven (7) in Block One (1) of MANCHESTER HEIGHTS SUBDIVISION as shown by Plat recorded in Book 379, Page 324, Records of Boone County, Missouri	\$ 8,525.16
25	12-903-35-01-027.00	Giarraputo	Meta A	Giarraputo	Dominick	3580 Manchester	Columbia	MO	65202	Lot 8 of Manchester Heights Subdivision Block 1 according to the Survey recorded in Book 374, Page 653 of the Boone County Records	\$ 8,525.16
26	12-903-35-01-033.00	Haiticoat	Lindlie J			3571 N Manchester Dr	Columbia	MO	65203	Lots Four (4) and Five (5) of MANCHESTER HEIGHTS SUBDIVISION, Block One (1) as shown by Survey thereof recorded in Book 392, Page 180, Records of Boone County, Missouri	\$ 8,525.16
27	12-903-35-01-034.00	Dinger	Ronita A			75 Grand Circle Dr	Maryland Heights	MO	63043	Lot Three (3) of MANCHESTER HEIGHTS SUBDIVISION, Block One (1) as shown by Survey thereof recorded in Book 392, Page 180, Records of Boone County, Missouri	\$ 8,525.16
28	12-903-35-01-035.00	Vangeli	Francis J			5676 E Brandywine Creek Rd	Columbia	MO	65201	Lot 2 of Manchester Heights Subdivision, Block 1 according to the Survey Recorded in Book 374, Page 653 of Boone County, Missouri Records	\$ 8,525.16
29	12-903-35-01-036.00	Laws	Keith M	Laws	Sherry L	15300 Old #7	Columbia	MO	65202	Lot 1 of Manchester Heights Subdivision Block One (1) as shown by the survey recorded in Book 392, Page 180, Records of Boone County, Missouri	\$ 34,100.64

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STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 16

County of Boone

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In the County Commission of said county, on the

28th

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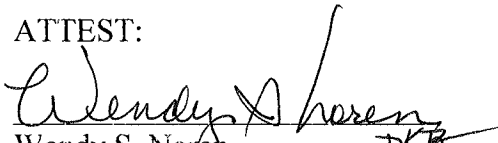
the following, among other proceedings, were had, viz:

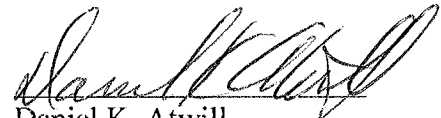
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Public Works Department to cover the cost of updating the timekeeping software.


Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2040	86800	Public Works - MO	Emergency	5,670	
2040	92302	Public Works - MO	Computer Software		5,670
				5,670	5,670


Done this 28th day of July, 2016.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

**BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET REVISION**

RECEIVED

JUL - 6 2016

7/14/16
EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2040	86800	Public Works - MO	Emergency	\$5,670	
2040	92302	Public Works - MO	Computer Software		\$5,670
				<u>5,670</u>	<u>5,670</u>

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Funding to upgrade this software system was budgeted in 2015, however it was not purchased before the end of the year as anticipated and funds were not reappropriated for 2016. Software updates are necessary for system to function with the current operating system. No significant budgetary impact for this year or subsequent years.

Upgrade timekeeping software

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES or NO
If not, please explain (use an attachment if necessary):

[Signature]

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments:

Agenda

[Signature]
Auditor's Office
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

Accutime, LLC

June 21, 2016

Boone County Public Works
Greg Edington
5551 Highway 63 South
Columbia, Mo 65201

Dear Mr. Edington;

Thank you for talking with me regarding your Time and Attendance Software needs. Enclosed is the proposal that you requested.

Time Guardian by Amano Cincinnati offers you a fast and easy way to collect, calculate and prepare employee attendance data for your payroll software. Implementing this automated system in your company will enable you to:

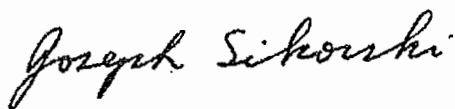
- Improve accuracy
- Dramatically reduce clerical time
- Gain tight control over labor costs
- Interface directly with leading payroll software companies.
- Access and analyze data quickly
- Free your payroll and human resource department for important tasks

Accutime, LLC is a leading provider of time recording solutions since 1973 with Amano Cincinnati offering years of experience and expertise. This wealth of knowledge allows us to provide the best solution for your needs, and has earned Amano Cincinnati the distinction of producing the most reliable and highest quality solutions in the industry.

Please review the attached information and I will be in touch with you in a few days to see if I could be of further assistance.

Thank you again for your interest in Time Guardian and Accutime, LLC.

Sincerely,



Joseph Sikorski
636-343-4800
joe.sikorski@swbell.net

Payment Options*:

- 50% due upon ordering and balance 30 days after installation.
- Lease

Equipment Amount: \$ 5658.00		
	10% Purchase Option	\$101.00 Purchase Option
24 Month	NA	\$285.73
36 Month	NA	\$201.42
48 Month	NA	\$159.56
60 Month	NA	\$134.09

- Requires 1 Advance Payment
- \$125.00 document fee for quotes up to \$10,000.00

Please note: These rates are for quotation purposes. The actual lock-in rate may vary slightly according to credit strength and current interest rates at the time the lease document is signed. This lease/quote is valid until September 20, 2016.

*Lease price includes software and hardware support for the first year. Additional terms may be added to term of the lease.

Optional Equipment:

Magstripe units cost less and would reduce the quote by \$120.00

Warranty (Hardware)

All manufacturing and design defects are covered for a period of one year after installation. Labor for warranty replacements and costs of materials is covered under warranty. Should it be determined that equipment failure is due to abuse or misuse, the customer would be responsible for paying our standard labor rate of \$89.00 per hour, plus travel and parts.

*Price is an estimate until a pre-installation survey is completed.
Shipping and local taxes are not included.

VII. Time Guardian Pro System Implementation Procedure

The following is an outline of the "typical" Time Guardian for Windows installation procedure. Because each installation is unique, the implementation procedures are developed based on specific customer requirements.

Customer: Boone County Public Works
5551 Highway 63 South
Columbia, Mo 65201

Product Checklist

Hardware: 1 MTX15/A204 Barcode Ethernet communications

Software: 1 Time Guardian Pro Software 100 employee, 2 user

Accessories: 100 Barcode/Magstripe Badges

Miscellaneous:

System Implementation

Customer Performance Requirements --

Sign Order Form
Complete Installation Survey Date: ___ / ___ / ___

Run Communication Cable (PC to Clock Site or network drop)
Leave 5 feet extra wire for termination at each site Date: ___ / ___ / ___

Install Terminals Date: ___ / ___ / ___

Accutime, LLC Performance Requirements --

Deliver Time Guardian Software / Establish Communications Date: ___ / ___ / ___

Program Time Guardian Software & Train End Users Date: ___ / ___ / ___

Follow-up training and programming adjustments Date: ___ / ___ / ___

I hereby certify that Accutime, LLC Corp. has completed the above performance requirements.

Customer Signature: _____ Date: ___ / ___ / ___

Accutime, LLC Signature: _____ Date: ___ / ___ / ___

2016 Emergency Fund
2040-86800

<u>DATE</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
1/1/2016		150,000		150,000	Original Budget
7/6/2016	92302 - Replc Computer Software		(5,670)	144,330	Purchase timekeeping software that was orginally budgeted in 2015, but not re-budgeted
				144,330	
	Total	<u>150,000</u>	<u>(5,670)</u>		

2016 Contingency Fund
2040-86850

<u>DATE</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
				0	
	Total	<u>0</u>	<u>0</u>	<u>0</u>	

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STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

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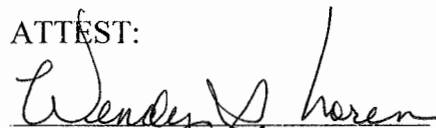
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Software License Agreement between Boone County and Infor Public Sector, Inc..

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

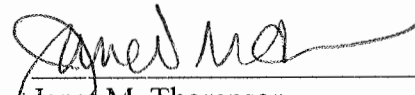
Done this 28th day of July, 2016.

ATTEST:


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


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner



SOFTWARE LICENSE AGREEMENT

AGREEMENT NUMBER: 100037340

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made between Infor Public Sector, Inc. ("Infor") and County of Boone, Missouri ("Licensee") as of the Effective Date. The parties agree as follows:

1. Definitions.

(a) "**Affiliate**" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

(b) "**Component System**" means any one of the computer software programs which is identified in the applicable Order Form as a Component System. "**Component Systems**" refers, collectively, to every Component System listed in the applicable Order Form between the parties.

(c) "**Confidential Information**" means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation, the Component Systems, all software provided with the Component Systems and all algorithms, methods, techniques, code (Source Code and Object Code) and processes revealed or utilized therein. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

(d) "**Delivery Address**" means the Licensee shipping address set forth in the applicable Order Form as the Delivery Address.

(e) "**Delivery Date**" means, for each Component System, the earliest of (a) the date that Infor places the Component System with a shipping agent, F.O.B. Shipping Point, for shipment to the Delivery Address or such other address Licensee specifies, (b) the date Infor provides Licensee electronic access to the Component System by, for example, providing Licensee a URL, where the Component System is available for immediate electronic download along with access codes permitting download and access to the Component System, or (c) the date that Licensee actually receives the Component System.

(f) "**Discloser**" means the party providing Confidential Information hereunder.

(g) "**Documentation**" means the then-current Infor-provided operating and technical documentation relating to the features, functions and operation of a Component System.

(h) "**Documented Defect**" means a material deviation between the then-current, general release version of the Component System and its Documentation, for which Documented Defect Licensee has given Infor enough information for Infor to replicate the deviation on a computer configuration which is both substantially similar to the Equipment and is under Infor's control.

(i) "**Effective Date**" means the date identified on the signature page of this Agreement as the Effective Date.

(j) "**Equipment**" mean the hardware and/or systems software configuration (e.g., the computer, computer platform, operating systems and/or data base management system) specified in the Order Form, or, in the absence of any such specification in the Order Form, the hardware and/or systems software configuration on which Infor generally supports use of the Component System.

(k) "**Intellectual Property Rights**" means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

(l) "**Licensee Employees**" means: (i) Licensee's employees with a need to know; and (ii) third party consultants engaged by Licensee who have a need to know, who have been pre-approved in writing by Infor, and who, prior to obtaining access to the Component Systems, have executed an Infor-approved non-disclosure agreement and paid any applicable fees.

(m) "**Marketing Associate**" means a third party entity specified on an Order Form which has an agreement with Infor authorizing such third party to market the Component Systems and related services, maintenance and support to Licensee.

(n) "**Object Code**" means computer programs assembled, compiled, or converted to magnetic or electronic binary form, which are readable and useable by computer equipment.

(o) "**Order Form**" means each order form or similar ordering document (including all Software Supplements) between the parties incorporating the terms of this Agreement and/or the Support Agreement that sets forth the Component Systems, associated fees and User Restrictions, among other terms.

(p) "**Order Form Date**" means the date identified on the applicable Order Form as the Order Form Date.

(q) "**Recipient**" means the party receiving Confidential Information hereunder.

(r) "**Software Supplement**" means, with respect to a Component System, the addendum attached to the applicable Order Form that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement or the applicable Order Form, the terms of the Software Supplement will control.

(s) "**Source Code**" means computer programs written in higher-level programming languages and readable by humans.

(t) **“Support Agreement”** means the Software Support Agreement entered into between the parties as of the Effective Date.

(u) **“Third Party Licensor”** means a third party whose software products (**“Third Party Products”**) have been made available to Infor for distribution and licensing under the terms of its agreement with Infor (a **“Third Party Agreement”**).

(v) **“User Restriction”** means any Component System user restriction identified in an Order Form (for example, and without limitation, number of named or concurrent users).

2. Right to Grant License and Ownership. Infor has the right to grant Licensee this license to use the Component Systems. Infor either owns all right, title and interest to, or has the right to license, the Component Systems.

3. License. Subject to the terms and conditions of this Agreement and the applicable Order Form (including, without limitation, with respect to termination), Infor grants Licensee a perpetual (unless otherwise specified on the Order Form), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use the Component Systems (including any updates, enhancements or modifications to such Component Systems that Infor provides under the Support Agreement) on the Equipment for Licensee’s own, internal computing operations. The computer readable media containing the Component Systems may also contain software programs for which Licensee is not granted a license for use. Licensee may not make any use of any such software programs for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

(a) **Documentation.** Except as otherwise provided in the applicable Software Supplement, Licensee may make a reasonable number of copies of the Documentation for each Component System for its internal use in accordance with the terms of this Agreement.

(b) **Additional Restrictions on Use of the Component Systems.** Licensee’s use of the Component Systems is subject to any User Restrictions specified in the applicable Order Form. Except to the extent contrary to applicable law, Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Component Systems. Licensee is prohibited from using the Component Systems to provide service bureau data processing services or to otherwise provide data processing services to third parties. Licensee will not allow the Component Systems to be used by, or disclose all or any part of the Component Systems to, any person except Licensee Employees. Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Component Systems and Licensee will neither export or re-export, directly or indirectly, the Component Systems, nor any direct product thereof in violation of such laws, or use the Component Systems for any purpose prohibited by such laws. Licensee acknowledges that a special security program or code (“Key”) may be required to operate the Component System. Any such Key may prevent the Component System from operating (i) on any configuration other than the Equipment or (ii) for more than the maximum number of users specified in an Order Form.

(c) **Intellectual Property Rights Notices.** Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that Infor otherwise provides with the

Component Systems. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Component Systems.

(d) **Notice.** To use any of the Component Systems, Licensee may also need to obtain, install and maintain Infor-supported versions of certain software products, database software products and certain software/hardware peripherals. By this notice, Infor is advising Licensee that Licensee should request information about such necessary software products, database software products and software/hardware peripherals.

(e) **Source Code.** Unless otherwise explicitly provided in an Order Form, Licensee has no license to access or use, or any other rights in or to, the Source Code for a particular Component System. If the Order Form grants Licensee a license to use Source Code for a particular Component System, then Licensee has the limited right to use such Source Code to modify such Component System for its own, internal computing operations. Subject to the foregoing, Licensee will not disclose all or any part of the Source Code for a Component System to any person except Licensee Employees who, before obtaining access to the Source Code, have been informed by Licensee in writing of the non-disclosure obligations imposed on both Licensee and such Licensee Employees under this Agreement. Infor will own all right, title and interest to all derivative works of the Component System (**“Derivative Works”**), even if solely created by Licensee pursuant to a license to use Source Code hereunder. Licensee hereby assigns to Infor absolutely all of its rights, title and interest in and to any Derivative Works created by the Licensee together with all Intellectual Property Rights therein. Subject to the terms and conditions of this Agreement, Infor grants Licensee (if licensed to use Source Code hereunder) a perpetual (unless otherwise specified in the Order Form), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Derivative Works created by Licensee or created by Infor at Licensee’s request and payment, for Licensee’s own, internal computing operations. Upon Infor’s request, Licensee will provide Infor with a copy (including all documentation related thereto) of all Derivative Works created by Licensee and will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein.

4. Delivery. Except as otherwise provided in the applicable Order Form, the Delivery Date shall not be later than thirty (30) days after the Order Form Date.

5. Payment and Taxes.

(a) **Payment.** Licensee will pay Infor all license fees (as specified on an Order Form) within fifteen (15) days of the Order Form Date and all invoices within fifteen (15) days of the date of invoice. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law.

(b) **Taxes and Shipping Charges.** Licensee is responsible for paying all taxes (except for taxes based on Infor’s net income or capital stock) and shipping charges relating to this Agreement, the Component Systems, any services provided and payments made under this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement and any Order Form. Infor will invoice Licensee for applicable tax and shipping amounts and such invoices are due upon Licensee’s receipt thereof.

6. Limited Warranty, Disclaimer of Warranty and Remedies.

(a) Limited Software Warranty by Infor and Remedy For Breach. Infor warrants that each Component System licensed to Licensee will operate without a Documented Defect for a period of ninety (90) days from the Delivery Date. Infor warrants that the media on which the Component System is delivered will be free of material defects in material and workmanship for a period of ninety (90) days from the Delivery Date. Infor's sole obligation with respect to a breach of either of the foregoing warranties shall be to repair or replace the Component System or media giving rise to the breach of warranty. If Infor is unable to repair or replace such Component System or media within a reasonable period of time, then, subject to the limitations set forth in Section 15 of this Agreement, Licensee may pursue its remedies at law to recover direct damages resulting from the breach of the applicable warranty. The remedies in this Section 6(a) are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranties. Licensee must provide notice to Infor of any warranty claim within the warranty period.

(b) Disclaimer of Warranty. The limited warranties in this Section 6 are made to Licensee exclusively and are in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, OR ANY OTHER MATTER UNDER THIS AGREEMENT. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT, OR WILL MEET LICENSEE'S REQUIREMENTS.**

(c) Abrogation of Limited Warranty. Infor will have no obligation under this Section 6 to the extent that any alleged breach of warranty is caused by: (i) any modification of the Component System; (ii) Licensee's failure to promptly implement changes that Infor provides to correct or improve the Component System; or (iii) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. To the extent that an alleged breach of warranty concerns a Third Party Product that is subject to a more limited warranty under a Third Party Agreement than specified in Section 6(a) above, Infor's obligations hereunder will be further limited accordingly. The limited warranty in Section 6(a) shall not apply to (x) updates, enhancements or modifications provided under the Support Agreement or (y) previously licensed Component Systems for which Licensee is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

(d) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 6 AND 15 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY

COMPONENT SYSTEMS OR SERVICE UNDER THIS AGREEMENT.

(e) **HIGH RISK ACTIVITIES. THE COMPONENT SYSTEMS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE COMPONENT SYSTEMS COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, INFOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. LICENSEE AGREES THAT INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE COMPONENT SYSTEMS IN SUCH APPLICATIONS.**

7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Except in connection with the Component Systems and any software programs provided with the Component Systems, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Licensee's obligations to maintain both the Component Systems and any software programs provided with the Component Systems, including all algorithms, methods, techniques, code and processes revealed therein, as confidential will survive in perpetuity.

8. Indemnity by Infor. Infor will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a third party claim that the Component System infringes any copyright of others. Infor's obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify Infor of any such claim; (ii) Licensee must in writing grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must cooperate with Infor to facilitate the settlement or defense of the claim. Infor will not have any liability hereunder to the extent the claim arises from (a) any modification of the Component System; or (b) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. If any Component System is, or in Infor's opinion is likely to become, the subject of a copyright infringement claim, then Infor, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or

modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the portion of the license fee paid to Infor for the Component System(s) giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years, provided that Licensee has returned or destroyed and discontinued its use of such Component System. Notwithstanding anything to the contrary herein, to the extent that a third party claim of copyright infringement concerns a Third Party Product that is subject to a more limited indemnification protection under a Third Party Agreement than specified herein, Infor's obligations hereunder will be further limited accordingly.

THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

9. Term and Termination.

(a) Right of Termination. If either party materially breaches any material obligation in this Agreement or an Order Form (including, without limitation, any obligation to pay license fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Agreement (including all Order Forms hereunder). Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Agreement (including all Order Forms hereunder) on less than thirty days' written notice. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Licensee will discontinue further use of the Component Systems, and will promptly return to Infor or (at Infor's request) destroy all copies of the Component Systems, and will certify to Infor in writing, over the signature of a duly authorized representative of Licensee, that it has done so. Termination of this Agreement will not relieve either party from making payments which may be owing to the other party under the terms of this Agreement.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, indemnity, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to either party pursuing any other remedies available to it.

10. Notices. All notices and other communications required or permitted under this Agreement or required by law must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to Infor, Attention: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number

678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

11. Force Majeure. Except with respect to the payment of fees hereunder, neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including acts of war, terrorist acts, natural disasters, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing.

12. Assignment. Licensee may not assign or otherwise transfer any of its rights or obligations under this Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Agreement, "assignment" shall include use of the Component Systems for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

13. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

14. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of New York, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. This Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

15. LIMITATIONS OF LIABILITY.

(a) **LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH THE COMPONENT SYSTEMS, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN THE APPLICABLE ORDER FORM, THE FEE REASONABLY ASCRIBED BY INFOR) FOR THE COMPONENT SYSTEM GIVING RISE TO THE LIABILITY.**

(b) **EXCLUSION OF DAMAGES. IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

16. **Compliance With Laws.** Licensee will comply with all laws, rules and regulations applicable to the use of the Component Systems.

17. **Audit Rights.** Infor (including any third party auditor retained by Infor) may audit the records and systems of Licensee to ensure compliance with the terms of this Agreement and each applicable Order Form(s). Infor will notify Licensee in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during Licensee's regular business hours at Licensee's location and will not interfere unreasonably with Licensee's business activities. Infor may audit Licensee no more than once in any six (6) month period. If an audit reveals that Licensee is using a Component System beyond the scope of the license granted herein (such as for example, for a number of users greater than those that Licensee licensed pursuant to this Agreement), then, in addition to any other remedies available to Infor, Licensee will promptly reimburse Infor for the cost of such audit and pay Infor the underpaid license fees therefore and associated fees for Support (as defined in the Support Agreement), based on Infor's then-current list rates, as well as any applicable late charges.

18. **Miscellaneous.** Infor shall be permitted to reference this Agreement in one or more press releases; otherwise, no public statements concerning the existence or terms of this Agreement will be made or released to any medium except with the prior approval of both parties or as required by law. Infor and Licensee

are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party. Infor is an Equal Employment Opportunity employer. As such, 41 CFR 60-1.4(a), 60-250.5, & 60-741.5 are herein incorporated by reference.

19. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and terminates all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document that may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement; provided, however, that a modification mutually agreed to pursuant to a click-thru or click-wrap agreement delivered by Infor will be effective. This Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement and all Order Forms entered into pursuant hereto may be signed in counterparts.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Effective Date: **July 29, 2016**

Infor Public Sector, Inc.

Digitally signed by Susan Erdely
DN: cn=Susan Erdely, o=Infor,
ou=Director, Contracts,
email=Susan.Erdely@infor.com, c=US
Date: 2016.07.25 15:55:43 -0400

Signature: Susan Erdely
Printed Name: Susan Erdely
Title: Director, Contracts
Address: 13560 Morris Road, Suite 4100
Address: Alpharetta, GA 30004
Signature Date: July 25, 2016

LICENSEE: County of Boone, Missouri

Signature: [Handwritten Signature]
Printed Name: DANIEL K. ATWILL
Title: Presiding Commissioner
Address: 801 East Walnut, Room 420
Address: Columbia, MO 65201
Signature Date: July 28, 2016

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.
June Pitchford by HA 7-26-16
Auditor 4100-71231 Date

APPROVED AS
TO LEGAL FORM
[Handwritten Signature]
DATE: 7/26/16



ORDER FORM

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software License Agreement between Infor Public Sector, Inc. (“Infor”) and County of Boone, Missouri (“Licensee”) with an effective date of July 29, 2016 (the “License Agreement”). As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the “Support Agreement”). The License Agreement and related Support Agreement (if any) are referred to herein as the “Agreement”. All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

I. Component Systems – PROD: Columbia

	Part # (if applicable)	Component System	User Restriction*		Support Level**
			Quantity	Type	
1	PS3RD11	NFA-EP-Backup SN10052551	1	CU	XTP
2	PS3RD13	wIntegrate - For JCIC SN90001197	3	CU	XTP
3	PS3RD13	wIntegrate - For Boone County SN90001197	4	CU	XTP
3	PS3RD14	MapInfo Professional	1	SI	XTP
5	PS3RD148	Informer Report Writer	2	CU	XTP
6	PS3RD15	MapEdit Toolkit	1	SI	XTP
7	PS3RD155	UniData-SVR-Primary For Message Switch SN12358196	3	CU	XTP
8	PS3RD156	NFA-Server-Primary for Message Switch SN12358196	1	CU	XTP
9	PS3RD16	ICW GeoBuilder	1	SI	XTP
10	PS3RD17	Data Transformation for GeoBuilder	1	SI	XTP
11	PS3RD2	UniData-EP-Primary SN12398921	4	CU	XTP
12	PS3RD9	NFA-Enterprise-Primary	1	CU	XTP
13	PS3RD9	NFA-EP-Primary SN10052550	1	CU	XTP
14	PSDFCAD5	I-Status for Fire/EMS	1	SV	XTP
15	PSEDFCAD2	EnRoute Fire/EMS CAD	1	SV	XTP
16	PSEDFCAD3	EnRoute Fire/EMS CAD Positions	2	CU	XTP
17	PSELECAD2	EnRoute Law (LE) CAD	1	SV	XTP
18	PSELECAD3	EnRoute Law CAD Positions	2	CU	XTP
19	PSEMAP8	GeoLynx Mapping	1	SV	XTP
20	PSINT10	ProQA Interface	1	SV	XTP
21	PSINT11	NCIC	1	SV	XTP
22	PSINT12	Parameterized Paging	1	SV	XTP
23	PSINT13	Encoder - Orbacom	1	SV	XTP
24	PSINT17	Redundancy	1	SV	XTP
25	PSINT2	E911/911	1	SV	XTP
26	PSINT29	Message Switch Package	1	SV	XTP
27	PSINT45	FireHouse Interface	1	SV	XTP
28	PSINT91	Fire ProQA	1	SV	XTP
29	PSINT92	Law ProQA	1	SV	XTP
30	PSMDT2	Base MDT	1	SV	XTP
31	PSMDT3	Law Overlay	1	SV	XTP
32	PSMDT4	Fire/EMS Overlay	1	SV	XTP
33	PSPDCAD5	I-Status for Police	1	SV	XTP

Total License Fee: \$80,000.00

*If specified in the User Restriction field:

- CU = "Concurrent Users" – Quantity represents the maximum number of authorized users that may access the Component System at any given point in time, and each logon will be considered active during the entire logon period whether or not that user is interacting with the software at any point in time.
- SI = "Site" – Means a single, independently managed, (i) Licensee-owned operating facility located at a specific physical address or (ii) a separate legal entity, to which the component system has also been licensed in the Agreement, at the same physical address; for which Licensee utilizes the Component System to process information for that single site or entity. An operating facility may include, but is not limited to, a manufacturing plant, warehouse distribution site, data center site, or central office.
- SV = "Server" – Component System is licensed to a specific named (by model/serial #) server. The price of the Component System license and corresponding Maintenance & Support does not relate to the size or power of the server. If the Licensee replaces or upgrades their server, the license must be transferred to the new machine.

**Support Level: Infor Xtreme ("XT") Support unless otherwise indicated. Descriptions of the Support levels can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>.

If Applicable, "XTP" = Infor Xtreme Premium (24x7) and "XTE" = Infor Xtreme Elite (24x7) Plus

II. Support Services

Annual Support Fee: \$17,600.00	
Annual Escalation Percentage Cap: 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.	
Initial Term of Support: Order Form Date through One (1) Year from Order Form Date	
Fee for Initial Term of Support:	\$17,600.00
Other Fees:	n/a
Total Amount Due (before applicable taxes):	
\$97,600.00	

Payment Terms:	All amounts are in US Dollars unless otherwise specified.
Payment is due within 15 days of Order Form Date.	Currency: United States Dollars

Equipment (on which Component Systems will be installed):	Licensee Account ID: 100037340
Computer Platform: _____ Model: _____	Infor GL ID: US06A
Operating System: _____ DBMS: _____	Account Executive Name: Stephen Donohue
Serial Number: _____	
Location: Same as Delivery Address	

Delivery Address:	Invoice Address: (if blank, the Delivery Address shall be used for Invoicing)
County of Boone, Missouri 801 East Walnut Room 220 Columbia, MO 65201	
Contact Name: Aron Gish	Contact Name:
Contact Title: Director, IT	Contact Title:
Contact Phone: 573.886.4315	Contact Phone:
Contact email: agish@boonecountymmo.org	Contact email:

III. Additional Terms

Delivery is FOB Shipping Point.

Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services. Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.

Equipment Information:

As of the Order Form Date, Licensee has not yet provided the information regarding the Equipment on which the Component Systems will be installed. Licensee acknowledges and agrees that such Equipment information must be provided to Infor as soon as possible, and that once provided, such Equipment shall be the licensed Equipment on which the Component Systems must be installed and operated. Licensee acknowledges and agrees that it is Licensee's responsibility to ensure operational compatibility of the Equipment with the Component Systems licensed herein and Infor shall not be required to deliver additional software elements other than the Component Systems incorporated on this Order Form. Licensee further acknowledges and agrees that in the event Licensee subsequently changes the Equipment after installation, additional fees may be applicable as the direct result of a change in Equipment.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties

Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.2702 and by a license agreement.

By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

Effective date of this Order Form: **July 29, 2016** (the "Order Form Date")

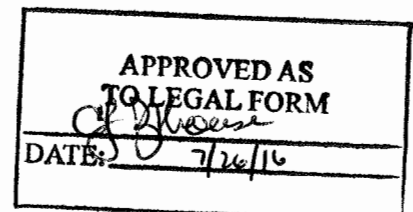
THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

For: Infor Public Sector, Inc.	For: County of Boone, Missouri
<small>Digitally signed by Susan Erdely DN: cn=Susan Erdely, o=Infor, ou=Director, Contracts, email=Susan.Erdely@infor.com, c=US Date: 2016.07.25 15:02:43 -0400'</small>	(Legal Name of Licensee)
Susan Erdely	<i>[Handwritten Signature]</i>
Signature	Signature
Susan Erdely	DANIEL K ATWILL
Typed or Printed Name	Typed or Printed Name
Director, Contracts	<i>Presiding Commissioner</i>
Title	Title
July 25, 2016	<i>July 28, 2016</i>
Date	Date

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.

Diane Pittsford
Auditor Date 7-26-16
4101-71231





SOFTWARE SUPPORT AGREEMENT

AGREEMENT NUMBER: **100037340**

THIS SOFTWARE SUPPORT AGREEMENT (the "Support Agreement") is made between **Infor Public Sector, Inc.** ("Infor") and **County of Boone, Missouri** ("Licensee") as of the Effective Date. The parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 7 (Confidential Information), 10 through 14 (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively), and 16 through 18 (Compliance with Laws, Audit Rights and Miscellaneous, respectively) of the License Agreement are incorporated into this Support Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Support Agreement, the provision of this Support Agreement will control.

2. Additional Definitions.

(a) "**Contract Period**" means, as applicable, the Initial Term or the Renewal Period for which Licensee has paid the applicable fee for Support.

(b) "**Initial Term**" means, with respect to the Component Systems specified in an Order Form, the twelve-month period beginning on the Order Form Date, unless otherwise specified in the Order Form.

(c) "**Renewal Period**" means, as applicable, each successive twelve-month period following the Initial Term.

(d) "**License Agreement**" means the Software License Agreement entered into between the parties as of the Effective Date.

3. Services.

(a) **Types of Services.** Subject to Licensee paying the applicable fee for Support hereunder for a particular Component System, Infor shall (a) provide Licensee with access (via the Internet, telephone or other means established by Infor) to Infor's support helpline, (b) provide, when and if generally available, updates, enhancements or modifications to the then-current, general release version of such Component System that are not separately priced or licensed as new products; and (c) use reasonable efforts to correct or circumvent Documented Defects (the foregoing referred to collectively as "Support").

(b) **Third Party Products.** With respect to Third Party Products, Infor's provision of Support will be limited to providing Licensee with the support that the Third Party Licensor provides to Infor for such Third Party Products.

(c) **Restrictions.** Infor shall have no obligation to provide Support if Licensee fails to pay the applicable fees hereunder or is otherwise in breach of this Support Agreement. Infor shall have no obligation to provide Support for any Component System on any hardware or systems software configuration other than the Equipment, or if the Component System has been modified other than in accordance with this Support Agreement. In addition, Licensee agrees to provide Infor with access to such facilities and

equipment as are reasonably necessary for Infor to perform its obligations hereunder, including remote access to the Equipment. Support provided hereunder does not include related services, if any, required by Licensee, including, without limitation, installation or implementation of the Component System or any updates, enhancements or modifications thereto.

4. Payment and Taxes.

(a) **Support Fees.** For annual Support of the Component Systems specified on an Order Form, Licensee will pay Infor the Support Fee specified in the Order Form, which will be subject to successive increases on an annual basis (starting with the first Renewal Period) not to exceed the "Annual Escalation Percentage Cap" (as specified in the Order Form). If the Initial Term is less than 12 months, the fee for the Initial Term of Support will be prorated accordingly. Payment of the applicable fee for any Renewal Period of Support is due prior to the commencement of such Renewal Period. All payments hereunder are non-refundable.

(b) **Additional Costs.** Licensee will reimburse Infor for actual travel and living expenses that Infor incurs in providing Licensee with Support, with reimbursement to be on an as-incurred basis. Licensee will also reimburse Infor for charges incurred in connection with accessing Equipment, if any.

(c) **Taxes.** Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) relating to this Support Agreement or the services or payments provided for hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Support Agreement or the applicable Order Form. Infor will invoice Licensee for any applicable tax amounts.

(d) **Invoices and Late Charges.** Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice and in any event, on or before the dates specified in this Support Agreement or the applicable Order Form. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law.

5. Term. With respect to each Component System specified on an Order Form, the term of this Support Agreement shall begin on the Order Form Date and end on the last day of the Initial Term, and automatically renew for successive Renewal Periods, unless either party provides written notice to the other party of non-renewal at least ninety (90) days prior to the commencement of the Renewal Period.

6. Disclaimer of Warranties. Licensee acknowledges and agrees that **INFOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY SUPPORT AND/OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT,**

AND THAT INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, INFOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY SUPPORT WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT.

7. **Termination.** If either party materially breaches any material obligation in this Support Agreement (including, without limitation, any obligation to pay fees hereunder), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Support Agreement. Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Agreement on less than thirty days' written notice. Notice to Infor of a suspected Documented Defect will not constitute a notice of termination of this Support Agreement. Termination of this Support Agreement will be without prejudice to the terminating party's other rights and remedies hereunder. Termination of this Support Agreement shall also terminate all Order Forms hereunder but only insofar as such Order Forms relate to Support. For the avoidance of doubt, termination of this Support Agreement shall not terminate licenses granted pursuant to the License Agreement unless such licenses are terminated pursuant to the terms of the License Agreement. Termination of this Support Agreement will not relieve either party from making payments which may be owing to the other party hereunder.

8. **LIMITATIONS OF LIABILITY.**

(a) **LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH SUPPORT**

OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR SUPPORT FOR THE TWELVE-MONTH CONTRACT PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

(b) **EXCLUSION OF DAMAGES.** IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

9. **Entire Agreement.** This Support Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Support Agreement does not modify this Support Agreement. No modification of this Support Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Support Agreement; provided, however, that a modification mutually agreed to pursuant to a click-thru or click-wrap agreement delivered by Infor will be effective. This Support Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original Support Agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Support Agreement and all Order Forms entered into pursuant hereto may be signed in counterparts.

THE PARTIES have executed this Support Agreement through the signatures of their respective authorized representatives.

Effective Date: July 29, 2016

Infor Public Sector, Inc.
 Digitally signed by Susan Erdely
 DN: cn=Susan Erdely, o=Infor,
 ou=Director, Contracts,
 email=Susan.Erdely@infor.com, c=US
 Date: 2016.07.25 15:56:59 -0400

Signature: Susan Erdely
 Printed Name: Susan Erdely
 Title: Director, Contracts
 Address: 13560 Morris Road, Suite 4100
 Address: Alpharetta, GA 30004
 Signature Date: July 25, 2016

LICENSEE: County of Boone, Missouri
 Signature: [Handwritten Signature]
 Printed Name: DANIEL R. ATWELL
 Title: Presiding Commissioner
 Address: 801 East Walnut, Room 220
 Address: Columbia, MO 65201
 Signature Date: July 28, 2016

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 HR 7-26-16
 Auditor Date
 4101-71231

APPROVED AS TO LEGAL FORM
 [Handwritten Signature]
 DATE: 7/26/16 Page 2 of 2

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of

July

20

16

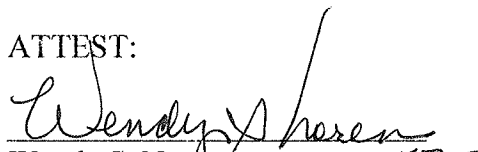
the following, among other proceedings, were had, viz:

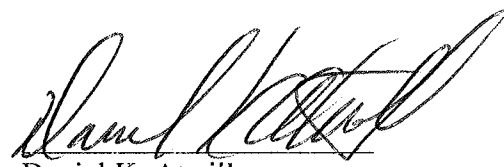
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for Resource Management to fund the agreement between the City of Sturgeon and the County of Boone for the City of Sturgeon to take over complete maintenance responsibilities for all of Fairgrounds Road.

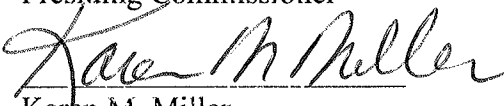
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2045	86800	RM Design & Construction	Emergency	9,525	
2045	84200	RM Design & Construction	Other Contracts		9,525
				9,525	9,525

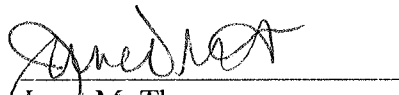
Done this 28th day of July, 2016.

ATTEST:


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


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

**BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET REVISION**

RECEIVED

7/14/16
EFFECTIVE DATE

JUL 14 2016

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2045	86800	RM-Design & Construction	Emergency	9,525	
2045	84200	RM-Design & Construction	Other Contracts		9,525
				9,525	9,525

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

This budget revision is required to fund the agreement between the City of Sturgeon and the County of Boone for the City of Sturgeon to take over complete maintenance responsibilities for all of Fairgrounds Road.

TRANSFER MAINTNCE FAIRGROUNDS RD

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO
If not, please explain (use an attachment if necessary):

[Signature]
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments:

cg
[Signature]
Auditor's Office
PRESIDING COMMISSIONER

Agenda

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

**BOONE COUNTY AND CITY OF STURGEON
ROAD MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into by and between **Boone County, Missouri**, through its County Commission, a political subdivision of the State of Missouri, herein “Boone County” and the **City of Sturgeon, Missouri**, a political subdivision of the State of Missouri, herein “City”.

WITNESSETH:

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

1. PURPOSE: The purpose of this agreement is to formalize an agreement regarding the limits of road maintenance responsibilities of the parties due to Sturgeon’s recent annexation of a large portion of properties surrounding Fairgrounds Road.
2. MAINTENANCE OF SPECIFIED ROADWAY: Prior to this Agreement, Boone County has maintained portions of Fairgrounds Road as part of its road system (most recent maintenance includes a 2” asphalt overlay on Fairgrounds Road in 2011). From and after the date of this Agreement, the City agrees to maintain all those portions of Fairgrounds Road as depicted in the attached Exhibit as part of City’s street system, including all duties relating to the management of the right-of-way, stormwater, signage, and all other road maintenance obligations.
3. LOCATION: The general location of the areas to be maintained by the City per this agreement can be described as follows:
 - a. Fairgrounds Road north from the Missouri Department of Transportation right-of-way at Highway 22, to a point south of the intersection of Fairgrounds Road and Benson Road, as shown in Exhibit “A”.

Said areas are more particularly shown in the diagram attached hereto as Exhibit “A” which is incorporated herein by reference.
4. MAINTENANCE CONTEMPLATED: The parties contemplate the City will accept the subject road for maintenance as part of its road system for all purposes, including but not limited to, signage, snow plowing, roadway upkeep, culvert maintenance, right-of-way management, and stormwater management.
5. ONE-TIME PAYMENT BY COUNTY TO CITY: In exchange for the City taking over maintenance of this road as contemplated herein, County will pay City a one-time payment of Nine Thousand Five Hundred Twenty Five Dollars (\$9,525.00), which reflects the anticipated cost of an asphalt overlay maintenance project for Fairgrounds Road. It is anticipated by County engineering staff that such a project will not be

necessary until 2021 or 2022, but County is making this payment at this time so City can fund a "sinking fund" for that project. Said payment will be made within sixty (60) days after the date County executes this Agreement.

6. AUTHORITY: The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.

IN WITNESS WHEREOF the parties, through their duly authorized representatives, have executed this agreement effective as of the date of the last party to execute the same.

Executed by the City of Sturgeon, Missouri this _____ day of _____, 2016.

Executed by Boone County, Missouri this _____ day of _____, 2016.

CITY OF STURGEON, MISSOURI

By:

Gene Kelly, Mayor

ATTEST:

Kristina Jones, City Clerk

APPROVED AS TO FORM:

Merritt Beck, City Attorney

BOONE COUNTY, MISSOURI

By:

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Wendy S. Noren, County Clerk

Auditor 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 said appropriation sufficient to pay the costs arising from this contract.

June Pitchford, Boone County Auditor

APPROVED AS TO FORM:

C.J. Dykhouse, County Counselor

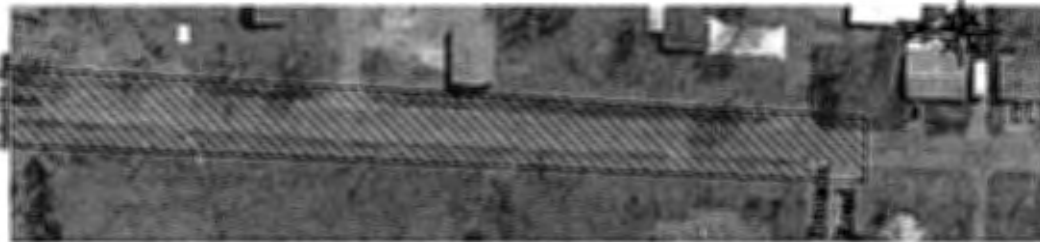
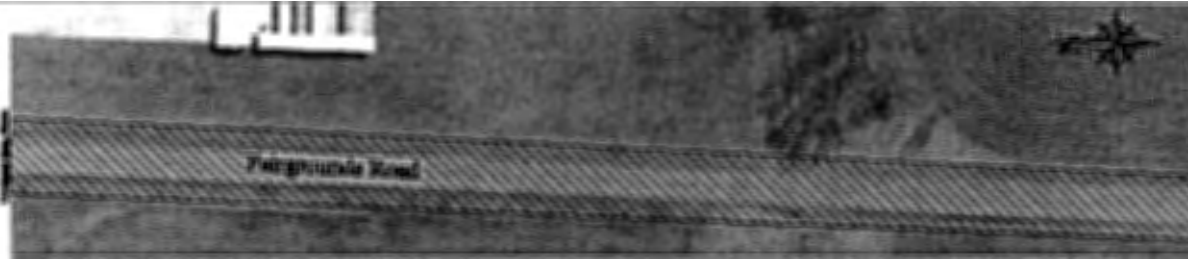


Exhibit 'A'

All Right of Way, Storm Water and Maintenance obligations from MoDot
Right of Way at State Route 22 to South Side of Benson Road

2016 Emergency Fund
2045-86800

<u>DATE</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
1/1/2016		100,000		100,000	Original Budget
7/14/2016	84200 Other Contracts		(9,525)	90,475	City of Sturgeon - Transfer maintenance of Fairgrounds Road
	Total	<u>100,000</u>	<u>(9,525)</u>		

2016 Contingency Fund
2045-86850

<u>DATE</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
				0	Original Budget
	Total	<u>0</u>	<u>0</u>	<u>0</u>	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 16

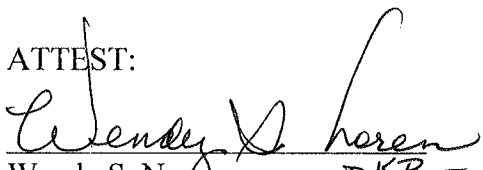
In the County Commission of said county, on the 28th day of July 20 16

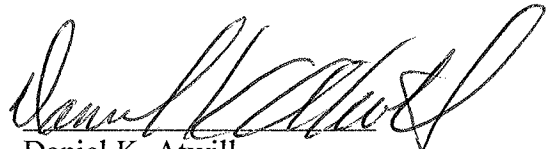
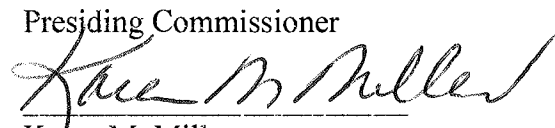
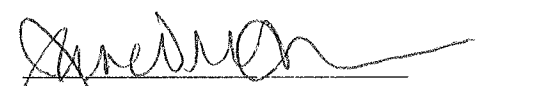
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Road Maintenance Agreement between Boone County and the City of Sturgeon.

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

Done this 28th day of July, 2016.

ATTEST:

Wendy S. North *DKB*
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

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6. AUTHORITY: The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.

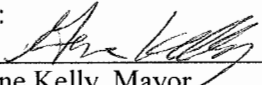
IN WITNESS WHEREOF the parties, through their duly authorized representatives, have executed this agreement effective as of the date of the last party to execute the same.

Executed by the City of Sturgeon, Missouri this 27th day of June, 2016.

Executed by Boone County, Missouri this 28th day of July, 2016.

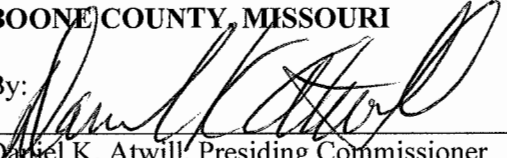
CITY OF STURGEON, MISSOURI

By:

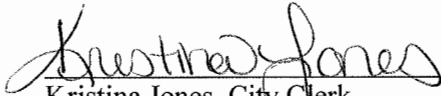

Gene Kelly, Mayor

BOONE COUNTY, MISSOURI

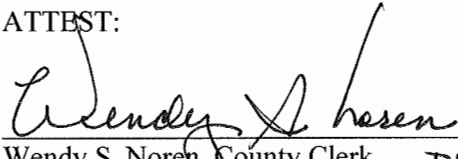
By:


Daniel K. Atwill, Presiding Commissioner

ATTEST:

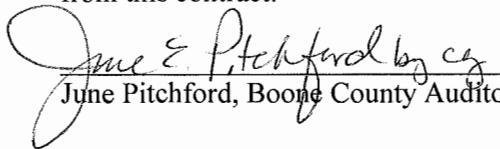

Kristina Jones, City Clerk

ATTEST:



Wendy S. Noren, County Clerk **DKB**

Auditor Certification:

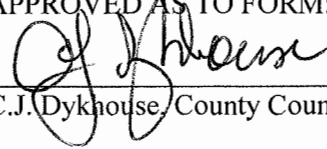
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract.


June Pitchford, Boone County Auditor

APPROVED AS TO FORM:


Merritt Beck, City Attorney

APPROVED AS TO FORM:


C.J. Dykhouse, County Counselor

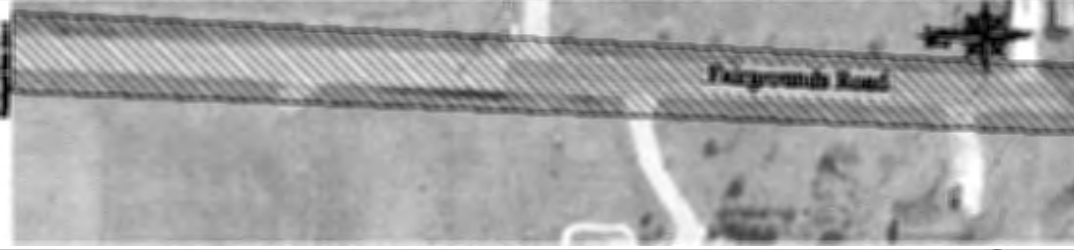
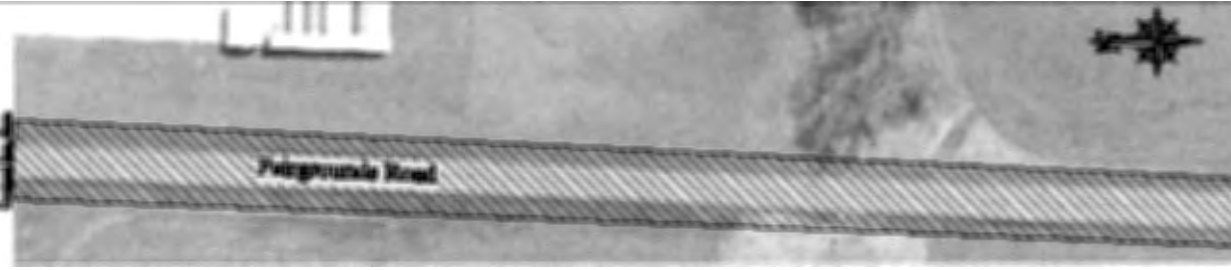
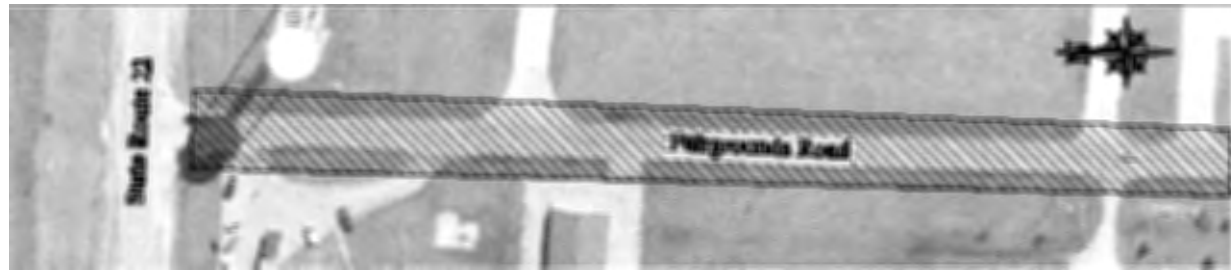


Exhibit 'A'

All Right of Way, Storm Water and Maintenance obligations from MoDot
Right of Way at State Route 22 to South Side of Berson Road