

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

21st day of October


20 08

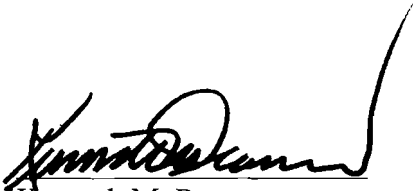
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 20501 N. Route V, Sturgeon (parcel #03-400-20-00-007.00 01).

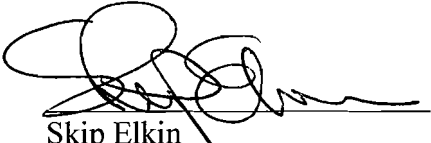
Done this 21st day of October, 2008.

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

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	October Session
20501 N Route V)	September Adjourned
Sturgeon, MO)	Term 2008
)	Commission Order No. <u>492-2008</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 21st day of October, 2008, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: a derelict/unlicensed/junk-filled/dismantled/inoperable white flatbed truck on blocks, a derelict/unlicensed/junk-filled/dismantled/inoperable gray 4 door Ford Explorer.
4. The location of the public nuisance is as follows: 20501 N Route V Sturgeon, MO, a/k/a Tr 1 SUR 3241-182 parcel # 03-400-20-00-007.00 01, Section 20, Township 51, Range, 12 as shown by deed book 3247 page 0004, Boone County
5. The specific violation of the Code is: a derelict/unlicensed/junk-filled/dismantled/inoperable white flatbed truck on blocks, a derelict/unlicensed/junk-filled/dismantled/inoperable gray 4 door Ford Explorer Section 6.9 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the ___ day of ___, 20___, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current

year.

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

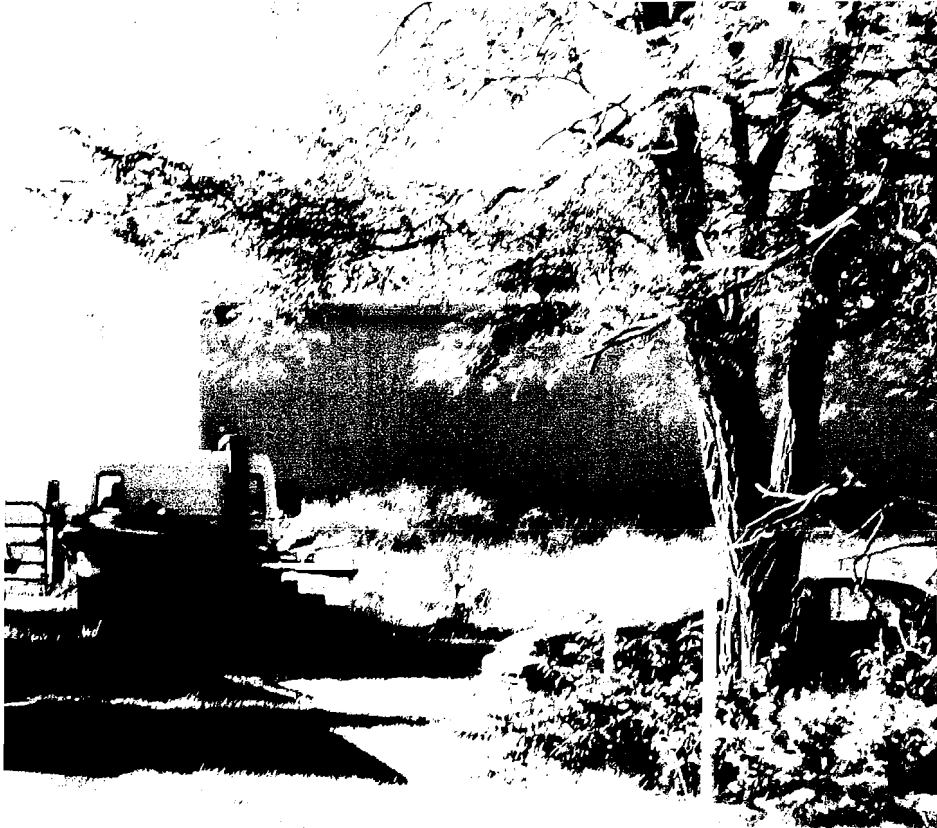
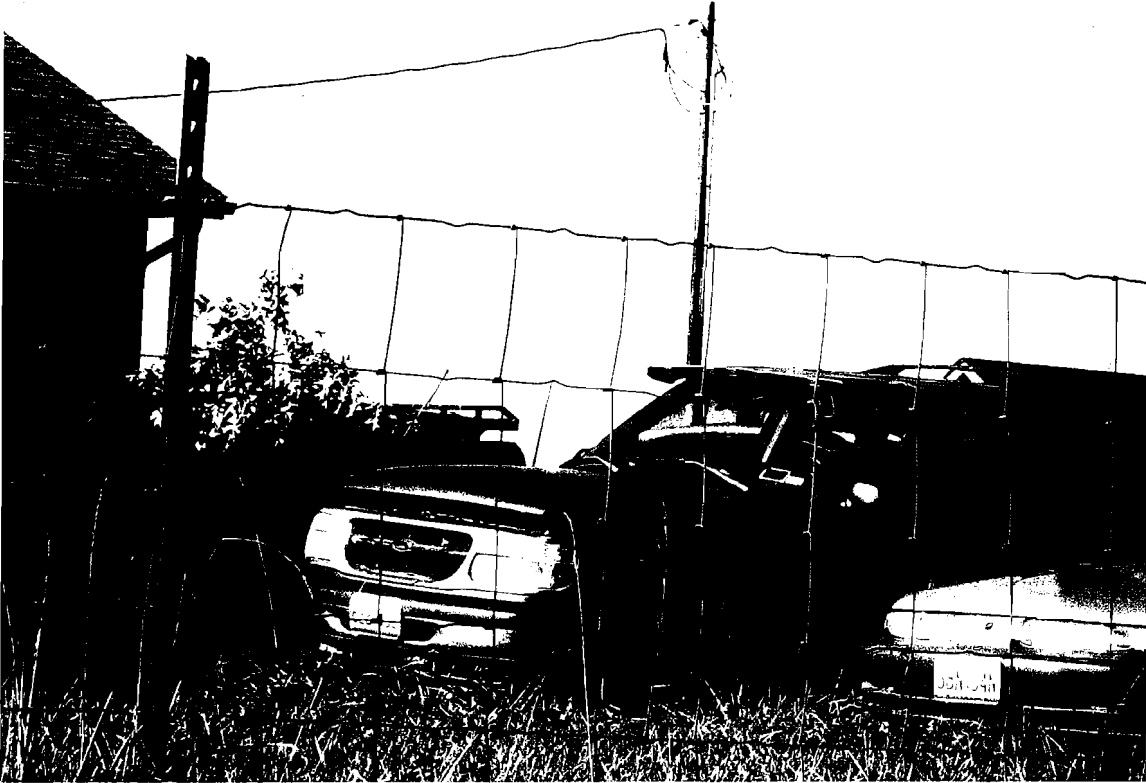
ATTEST:



Boone County Clerk

20501 N Route V: unlicensed/derelect/inoperable fray 4 door Ford Explorer and white flatbed truck on blocks.

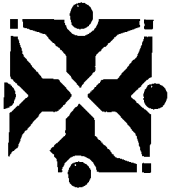
Pictures taken 10/8/08 by Kala Gunier ~ 10:20 AM



ACTIVITY LOG
20501 N Route V

9/9/08	Citizen complaint received
9/9/08	Inspection conducted
9/11/08	Notice sent via certified mail for derelict vehicles
9/12/08	Certified notice signed for by Farrel Pride
10/8/08	Reinspection conducted
10/8/08	Pictures taken of derelict Ford Explorer and flatbed truck on blocks
10/10/08	Hearing notice sent via First Class Mail

The Health Department has received numerous complaints about this property. There are numerous unlicensed non-derelict vehicles on the property at all times. The owner of the property sells automobiles. The owner did call the Health Department and explained how he thought the vehicle nuisance ordinance did not apply to him as he was a licensed automobile dealer. I explained to the owner that he needed to provide the Health Department with proof that he was licensed by the State of Missouri to be a lawful salvage automobile dealer to be exempt from the nuisance ordinance. To date, the owner has not provided the Health Department with such information.



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Farrel G & Valerie K Pride
20501 N Route V
Sturgeon, MO 65284

An inspection of the property you own located at 20501 N Route V, (parcel # 03-400-20-00-007.00 01) was conducted on September 10, 2008 and revealed a derelict/unlicensed/junk-filled/dismantled/inoperable white flatbed truck on blocks and derelict/unlicensed/junk-filled/dismantled/inoperable gray 4 door Ford Explorer on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.9.

You are herewith notified that a hearing will be held before the County Commission on October 21, 2008 at 9:30AM in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

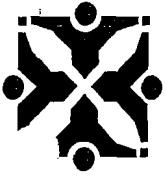
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 10 day of October, 2008 by DW.

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com



NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Farrel G & Valerie K Pride
20501 N Route V
Sturgeon, MO 65284

An inspection of the property you own located at 20501 N Rte V (parcel #03-400-20-00-007.00 01) was conducted on September 10, 2008 and revealed the following derelict/~~unlicensed/junk-~~ filled/dismantled/inoperable vehicles: a green Chrysler minivan, a white flatbed truck on blocks and a gray 4 door Ford Explorer on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.9. In order to correct this violation, the vehicle must be legally licensed, repaired, removed from the premises, stored in a garage or similar enclosure, or enclosed within a locked, fenced area that is not clearly visible from adjacent property within **15 days** after the receipt of this notice. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance is not abated as ordered, the County Commission may have the nuisance abated with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 11 day of September, 2008 by KH.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Farrel G. & Valerie K.
Pride
20501 n. Rt. V
Sturgeon, MO 65284

2. Article Number
(Transfer from service label)

7005 1160 0001 4993 2103

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
x [Signature] Addressee

B. Received by (Printed Name) *Farrel Pride* C. Date of Delivery *9/2/08*

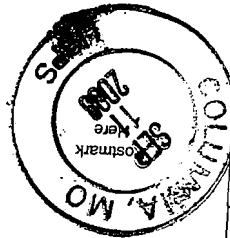
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3800, June 2002
See Reverse for Instructions
Sent To: Farrel G. & Valerie K. Pride
Street, Apt. No., or PO Box No.: 20501 n. Rt. V
City, State, ZIP+4: Sturgeon, MO 65284



Postage	\$ 42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	2.20
Total Postage & Fees	\$ 5.32

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

7005 1160 0001 4993 2103
Kala
Ew H



**Tom Schauwecker
Boone County Assessor**

Boone County Government Center
801 East Walnut
Columbia, MO 65201-7732

(573) 886-4270 Office
(573) 886-4254 Fax



Parcel 03-400-20-00-007.00 01

Property Location 20151 N RTE V

City **STURGEON** Road **COUNTY ROAD DISTRICT (CO)** School **STURGEON (R5)**
Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **PRIDE FARREL G & VALERIE K**
Address **20501 N ROUTE V**
City, State Zip **STURGEON, MO 65284**

Subdivision Plat Book/Page
Section/Township/Range **20 51 12**

Legal Description **PT N 1/2 SE
TR 1 SUR 3241-182**
Deeded Acreage **10.09**

Deed Book/Page **3247 0004 2385 0104 1383 0415 0924 0032**

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
FI	2,920	8,070	10,990	FI	350	968	1,318
RI	10,200	109,600	119,800	RI	1,938	20,824	22,762
Totals	13,120	117,670	130,790	Totals	2,288	21,792	24,080

Previous Year's Tax
Year **2007** Amount **\$1,518.09**

Residence Description

Year Built **1993**
Use **810**

Basement **CRAWL SPACE (2)** Attic **UNFINISHED (2)**

Bedrooms **3** Main Area **1,474**
Full Bath **2** Finished Basement Area **0**
Half Bath **0**
Total Rooms **5** Total Square Feet **1,474**

www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

JUL 21-2008

Boone County, Missouri
Unofficial Document



Recorded in Boone County, Missouri

Date and Time: 12/07/2007 at 10:20:39 AM

Instrument #: 2007029911 Book: 3247 Page: 4

Grantor LAMBERT, TERRY L

Grantee PRIDE, FARREL G

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

Bette Johnson
Bette Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

GENERAL WARRANTY DEED

This Deed, made and entered into this four day of, December, 2007, by and between
Terry L. Lambert, f/k/a Terry L. Armstrong, and Pamela Lambert, f/k/a Pamela L. Armstrong,
husband and wife Grantor(s),

of the County of Boone, State of Missouri party of the first part, and
Farrel G. Pride and Valerie K. Pride, husband and wife Grantee(s),

Grantee(s) address: 20501 N Route V Sturgeon, MO 65284
of the County of Boone, State of Missouri party of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Boone and the State of Missouri, to-wit:

A tract of land located in the Southeast Quarter (SE 1/4) of Section Twenty (20), Township Fifty-one North (51 N), Range Twelve West (12 W) more particularly described as Tract One (1) of a survey recorded in Book 3241, Page 182, Records of Boone County, Missouri.

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO DEC 7 2007

Subject to building lines, conditions, restrictions, easements and zoning regulations of record if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that the said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2008 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year above written.

Terry L. Lambert
Terry L. Lambert

Pamela Lambert
Pamela Lambert

STATE OF MISSOURI)
COUNTY OF Boone) ss.

On this 6th day of December, 2007, before me personally appeared:
Terry L. Lambert, f/k/a Terry-L. Armstrong, and Pamela Lambert, f/k/a Pamela L. Armstrong, husband and wife

to me known to be the person or persons described in and who executed the same as Their free act and deed.

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



Notary Public

Maureen A. Dalton
Notary Public - Notary Seal

STATE OF MISSOURI

County of Boone

Commission # 08524787

My Commission Expires Oct 7, 2010

My Commission Expires:

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 21st 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 following budget amendment for the purchase of two portable radios:

Department	Account	Department Name	Account Name	Decrease	Increase
2500	91300	Forfeiture Funds	Mach & Equip		\$3,630.00

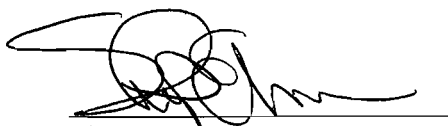
Done this 21st day of October, 2008.

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

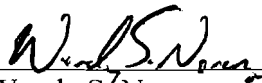
In the County Commission of said county, on the 21st day of October 20 08


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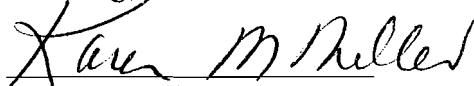
Now on this day the County Commission of the County of Boone does hereby approve change order #1 for the contract agreement with Slabmasters d/b/a Helitech. It is further ordered the Liaison Commissioner Karen M. Miller is hereby authorized to sign said change order.

Done this 21st 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

CHANGE ORDER #1

Contract Agreement with Slabmasters Inc. d/b/a Helitech

WHEREAS, Helitech and Boone County, Missouri have entered into an Agreement dated September 25, 2007; and

WHEREAS, additional waterproofing services are necessary to complete the project; and

WHEREAS, Helitech has provided a Work Proposal dated October 16, 2008, in a letter directed to SM Wilson, Proposal Number E0810184-MB-WPRFH-R1; and

WHEREAS, Boone County desires to purchase the services set out in said proposal as a change order to the aforementioned contract.

NOW, THEREFORE, IT IS AGREED TO BY AND BETWEEN PARTIES AS FOLLOWS:

1. Helitech will perform the services set out in Work Proposal dated October 16, 2008, in a letter directed to SM Wilson, Proposal Number E0810184-MB-WPRFH-R1, a copy of which is attached hereto and incorporated herein by reference.
2. Boone County agrees to pay a total sum of Twenty-Nine Thousand Seven Hundred Fifty Dollars (\$29,750.00) for said services.
3. All other terms, conditions and specifications of the original agreement between Boone County and Helitech dated September 25, 2007, shall be considered in full force and effect throughout the duration of the services specified in this Change Order.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on this ____ day of October, 2008.

SLABMASTERS, INC., d/b/a Helitech

By: [Signature]
Title: Vice President

BOONE COUNTY, MISSOURI

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

[Signature]

ATTEST:
[Signature]
Wendy S. Noren, County Clerk

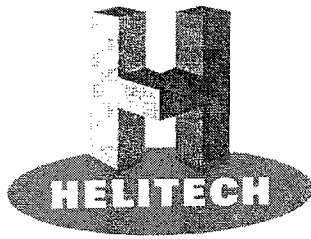
APPROVED AS TO LEGAL FORM:

[Signature]
Charles J. Dykhouse, County Counselor

AUDITOR CERTIFICATION

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

[Signature] 4061-71201 10/17/08
Signature



Corporate Address
P. O. Box 24067
Belleville, IL 62223
Fax (618) 397-3066
(800) 246-9721

**Waterproofing &
Structural Repair**

Belleville
(618) 235-5595

October 16, 2008

Concept work Proposal
Date **10/16/08**
For engineering review &
design specification

Bloomington
(309) 820-1500

**Sm Wilson
Dave Pederson
P.o. Box 5210
St. Louis, MO 63139**

Cape Girardeau
(573) 335-4060

**RE: Boone County Court House-Waterproofing
HELITECH® Proposal No. E0810184-MB-WPRFH-R1**

Dear Mr. Pederson:

Marion
(618) 993-5032

We are pleased to forward to you a preliminary cost proposal for **HELITECH®** to furnish labor and materials to install a waterproofing system approximately 100 lineal feet along the foundation wall and footing at the above referenced project. **HELITECH®** has based this proposal on the pictures and conversations with Dave Pederson of SM Wilson. Providing the bid price is within the budget, it will be necessary for **HELITECH®** to conduct a site visit to finalize pricing.

Mt. Vernon
(618) 246-1007

By submitting this bid or by entering into an agreement to perform the work, Subcontractor shall not be bound by the terms of the contract between the owner and the contractor that are in conflict with any of the terms herein, it being expressly understood the Subcontractor reserves the right to review, accept or reject the conditions of the contract executed by the Owner and the Contractor or construction manager and to accept or reject any condition agreed upon by the owner and contractor or construction manager. This proposal is conditioned upon the usage of either AIA document A401 1997 Edition or the AGC/ASA/ASC "Standard Form Construction Subcontract" or some other subcontract form otherwise acceptable to Subcontractor and the following terms and conditions:

Paducah
(270) 442-4060

HELITECH® provides a **Three (3)** year warranty on workmanship and/or materials.

Peoria
(309) 676-5595

Scope of Work- Perimeter Drain System (Hydraway)

Springfield
(217) 522-5595

1. **Others** to remove and replace carpet, baseboards, washer, dryer, shelves, hot water heater, appliances, and all other items away from walls to provide a six (6) foot work area.

St. Louis
(314) 965-4565

Commercial

- Soil Nailing
- Rock Anchors
- Earth Retention

Foundation Repair - Wall Straightening

- **CHANCE®** Helical Piers®
- ATLAS Piering System
- ARMORWALL Carbon Fiber

Waterproofing

- Hydraway® System
- Exterior Spray-on System

Concrete Repair

- Mudjacking
- Epoxy Injection
- Concrete Pumping

2. **Others** to clean and prep surface area (fireproofing over spray prior to **HELITECH®**'s mobilization).
3. **Others** to cut existing pvc pipe flush to the wall for application of the Hydrashield product.
4. **Others** to connect existing pvc pipe to the discharge line, after it is installed.
5. All personal property remaining in the work area will be covered by customer(s).
6. **HELITECH®** will furnish and install approximately **100** linear feet of drainage system on the interior side of the existing foundation wall, utilizing gravity flow and discharging the sump by pump. The length of the discharge pipe is to be determined by the site conditions (our bid includes 95 lineal feet).
(HELITECH® to dig trench and install discharge pipe outside the building, (approximately 45 lf) in addition to the originally proposed quantity of discharge pipe.)
7. Drain system to be Hydraway® 2000 which will include all accessories.
8. **HELITECH®** will install one (1) hydromatic sump pump to be submersible type, 120 volts, 1/2 h.p., U.L. labeled with discharge piping and equipped with float mechanism for automatic on/off operation in response to sump water.
9. Discharge pipe to be 2" diameter rigid, non-perforated polyvinyl and to include all accessories.
10. Sump kit to be heavy duty, structural liner with solid, sealed lid to accommodate the discharging pipe.
11. Electric power for pump to be from existing receptacle, 110 volts.
12. **HELITECH®** will replace the concrete floor that will be removed will be 10" to 14" out from the existing wall with concrete floor.
13. **Others** to replace sidewalk (concrete).
14. Existing footing to have Hydraway® 300 on top of footing installed prior to pouring the new floor.
15. All above work will be performed in a professional manner. The area of repair will be returned as close to the original condition as possible; however, there will be a concrete color mismatch. **HELITECH®** will leave the work areas broom swept clean.
16. **HELITECH®** will provide a lien waiver upon completion and final payment.
17. This proposal is based on normal construction and concrete thicknesses; if the concrete floor thickness is greater than 5" or if underground plumbing and/or utilities are identified and are necessary to be repaired, additional cost for material and labor.
18. **HELITECH®** will not be responsible for any utilities and/or tile, carpeting, paneling, appliances, air conditioners, outside plantings, etc. that are either to be removed, replaced, or in the construction area. **HELITECH®** will, however, exercise care.

Scope of Work-Foundation Waterproofing (Hydrashield)

1. **Others** to remove all items away from the foundation wall to receive Hydrashield.
2. **Others** to clean and prep surface area (fireproofing over spray prior to **HELITECH®**'s mobilization).
3. **HELITECH®** to furnish and erect scaffolding.
4. **HELITECH®** to furnish and install Hydrashield.
5. **HELITECH®** to clean up work area.

HELITECH® anticipates (2-3) working days to complete the project. **HELITECH®** anticipates (1) mobilization to complete the project.

HELITECH® to perform the above referenced work for a cost of **Twenty Nine Thousand Seven Hundred Fifty Dollars (\$29,750.00)**.

If an additional mobilization is necessary, this will be an additional cost and charged at a rate of \$2,000.00 per mobilization.

The above costs are valid for 30 days after which time may be subject to change due to potential increases in steel costs.

The above cost is based on insurance limits and coverage as stated in the attached certificate of insurance.

HELITECH® will exercise special care not to damage utilities, sewer lines, and water mains however, will not be responsible to repair or replace if damages occur as a result of our process. **(This statement applies if utilities were unmarked or improperly marked).**

All work will be performed in a professional manner. Any alteration or deviation from above specifications will involve extra costs. The owner represents and warrants that it will not make changes in **HELITECH®**'s work, whether it is an addition, deletion or other revision thereof in any manner except by written change order. No change order work will be performed without prior written change order being executed by the owner and one of **HELITECH®**'s authorized personnel. **HELITECH®** personnel authorized to sign change orders are Michael L. Boubek- Vice President Commercial Development, Tim Combs- Vice President and **HELITECH®**'s Superintendent assigned to the project. **HELITECH®** specifically reserves the right to receive extended overhead and other impact costs and/or additional time to complete the work for changes made to the contract whether or not a written change order has been agreed upon and executed. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

HELITECH® is fully covered by worker compensation and liability insurance.
Certificate of insurance provided.

HELITECH®'s bid price and the contract price are based on current market conditions. In the event Helitech is awarded the subcontract and there is a delay or significant price increase for material, equipment, or energy occurring after submission of this bid and before installation through no fault of **HELITECH®**, the bid price and contract sum, time of completion and contract requirements shall be equitably adjusted to reflect the price increase or delay. A change in price of an item of material, equipment, or energy shall be considered significant when the price of an item increases 3% or more between the date of the bid and the date of installation.

EXCLUSIONS:

The following items are specifically excluded from our proposal: layout, utility protection, location and restoration, inspection, potable water if required, obstructions (if perimeter waterproofing under mines existing columns, cost to install piers is excluded), permits, testing, engineering, bond cost, and more than one mobilization.

Payment is due to **HELITECH®** within **(30) days** upon completion of **HELITECH®**'s portion of the project. *No retainage shall be withheld from **HELITECH®**'s portion of payment. If retainage is to be withheld then Helitech's price will be increased by 5%.*

NOTE: HELITECH® MUST RECEIVE A SIGNED CONTRACT IN THE OFFICE BEFORE EXPENDING A CREW TO THE JOB SITE.

Please do not hesitate to contact me if I may provide additional information or answer any questions you may have.

Respectfully,
HELITECH®

Michael L. Boubek
Vice President Commercial

MLB/flt

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/08

PRODUCER Welsch, Flatness, & Lutz, Inc. 18 North 21st Street P.O. Box 66753 Saint Louis, MO 63166-6753	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Slab Masters, Inc. DBA Helitech P.O. Box 24067 Belleville, IL 62226	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURERS AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A: Zurich American Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B: American Guarantee & Liability</td> <td></td> </tr> <tr> <td>INSURER C: Great American (Westrope)</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins. Co.		INSURER B: American Guarantee & Liability		INSURER C: Great American (Westrope)		INSURER D:		INSURER E:	
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INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	GLO3472951	02/27/08	02/27/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP3472952	02/27/08	02/27/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	AUC9302941	02/27/08	02/27/09	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC3472950	02/27/08	02/27/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		OTHER Contractors Equipment	IMP654933404	02/27/08	02/27/09	Leased/Rented Equipment Limit: \$100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<p>CERTIFICATE HOLDER</p> <p style="text-align: center; font-weight: bold;">CERTIFICATE HOLDER</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE <i>Michael A. Boush</i></p>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned Term. 20 08

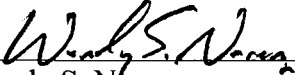
In the County Commission of said county, on the 21st day of October 20 08


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

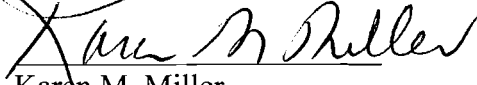
Now on this day the County Commission of the County of Boone does hereby approve the contract amendment with Slabmasters d/b/a Helitech. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 21st 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

21st

day of October


20 08

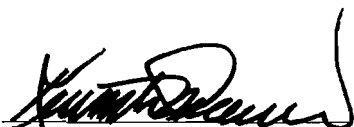
the following, among other proceedings, were had, viz:

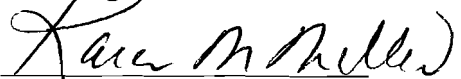
Now on this day the County Commission of the County of Boone does hereby approve the Amendment of Declaration of Condominium of the Columbia/Boone County Health Department Condominium. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.


Done this 21st day of October, 2008.

ATTEST:


Wendy S. Moren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner