CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20

17

17

County of Boone

In the County Commission of said county, on the

13th

day of

June

20

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

Now on this day the County Commission of the County of Boone does hereby award bid 21-26APR17 – Deed Record & Index Books Term and Supply to Bear Graphics and Printing of Sioux City, IA.

Terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 13th day of June, 2017

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred J. Parry

District I Commissioner

Janet M. Thompson

District II Commissioner

Boone County Purchasing

Phil Fichter Buyer



613 E. Ash Street, Room 111 Columbia, MO 65201 Phone: (573) 886-4392 Fax: (573) 886-4390

MEMORANDUM

TO:

Boone County Commission

FROM:

Phil Fichter

DATE:

June 5, 2017

RE:

21-26APR17-Deed Record & Index Books Term and Supply

21-26APR17- Deed Record & Index Books Term and Supply opened on May 3, 2017. Three bids were received. Recorder recommends award by low bid to Bear Graphics and Printing of Sioux City, IA.

Cost of the contract will be paid from Department 2800 – Storage & Preservation Account 23000-Storage Supplies. The 2017 budget is \$7,000.00.

att:

Bid Tab

cc:

Nora Dietzel – Recorder

Karen Johnson - Recorder

Bid File

21-26APR17- Deed Record & Index Books
Bid Opened 5/3/2017, 1:30PM - Boone County Annex

		Bea	ar Graphi	cs and Printing	Cott Systems			Mid-Continent Micrographics, Inc.		
4.7.	Pricing	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price
4.7.1.	Indestructo Binders Per Section 2. (Ordered 150 at a time)	\$48.80	150	\$7,320.00	\$65.00	150	\$9,750.00	\$69.00	150	\$10,350.00
4.7.2.	Indestructo Index Books Per Section 2.	82	6	\$492.00	120	6	\$720.00	84	6	\$504.00
4.7.3.	GRAND TOTAL (4.7.1. + 4.7.2.)			\$7,812.00		Kan di Ka	\$10,470.00			\$10,854.00
4.8.	Time of Delivery - Arrival After Reciept of Order	Antikon derivaten derivaten der eine d		2 Weeks			No Response			3 - 4 Weeks
4.9.	Maximum Percentage (%) Increase for:	2nd Year 3rd Year 4th Year	5 10 15	% = \$8,202.60 % = \$8,593.20 % = \$8,983.80	2nd Year 3rd Year 4th Year	0 0 0	% % %	2nd Year 3rd Year 4th Year	3 3 3	_ % _ % _ %
4.10.	Honor Cooperative Purchasing	Yes No	YES		Yes No	Yes	-	Yes No	Yes	

No Bids

Affordable Printing Solutions

Quill Corporation

PURCHASE AGREEMENT FOR DEED RECORD AND INDEX BOOKS TERM AND SUPPLY

THIS AGREEMENT dated the 13th day of 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Bear Graphics, Inc., herein "Contractor."

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for Deed Record and Index Books Term and Supply, bid number 21-26APR17, any applicable addenda, and the Contractor's bid response dated April 21, 2017 and executed by Jeff Leverenz on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.
- 2. Contract Duration This agreement shall commence on June 1, 2017 and continuing through May 31, 2018 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for three (3) additional one year periods subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.
- **3.** *Purchase* The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.
- **4.** *Delivery* Contractor agrees to deliver the items as specified and with in the time limit specified by the bid after receipt of order.
- **5.** Billing and Payment All billing shall be invoiced to the Boone County Recorders Office and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- **6.** *Binding Effect* This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. Entire Agreement This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

- **8.** *Termination* This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.

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

BEAR GRAPHICS, INC.	by: Boone County Commission
by Jeff Leverin	dan law
title sales rep	Daniel K. Atwill, Presiding Commissioner
address 200 Sunset P	
Auxasse, no	
APPROVED AS TO FORM:	ATTEST:
County Counselor	Wendy S. Horen, County Clerk

AUDITOR CERTIFICATION

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

Signature by a Date

2800/23000 Term/Supply

No Encuntrana Required

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

- 15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
- 18. For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
- 19. **Equipment and serial and model numbers -** The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Page 6

April 5, 2017

21-26APR17



Boone County Purchasing 613 E. Ash Street Room 111 Columbia, MO 65201

Phil Fichter,, Buyer

Phone: (573) 886-4392 - Fax: (573) 886-4390

Email: pfichter@boonecountymo.org

Bid Data

Bid Number: 21-26APR17

Commodity Title: DEED RECORD AND INDEX BOOKS

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: WEDNSESDAY, APRIL 26, 2017

Time: 1:30 P.M. (Bids received after this time will be returned unopened)

Location / Mail Address: Boone County Annex

613 E. Ash Street, Room 111 Columbia, MO 65201

Directions: The Boone County Annex Building is located on the Northwest corner at

7th St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.

Bid Opening

Day / Date: WEDNSESDAY, APRIL 26, 2017

Time: 1:30 P.M.

Location / Address: Boone County Annex Conference Room

613 E. Ash Street Columbia, MO 65201

Questions Submission Deadline

Day / Date:

TUESDAY, APRIL 18, 2017

Time:

NOON

All questions must be submitted in writing to Phil Fichter, at PFichter@BooneCountyMO.org.

Bid Contents

1.0: Introduction and General Conditions of Bidding

2.0: Primary Specifications

3.0: Response Presentation and Review

4.0: Response Form

Debarment Form

Attachments A, B, C, D, E, F, G Standard Terms and Conditions "No Bid" Response Form

(Please complete and return with Contract)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1)The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Books, receipt of which is hereby acknowledged:

Company Name: Bear Grephics Printing

Address: 2021 Flayd Blvd Stans City, IA 51104

Phone Number: 712-252-0169 Fax Number: 712-252-3042

E-mail: 16f1@ Deargraphics Com

Authorized Representative Signature: Iff flavours Date: 5-3-17

Authorized Representative Printed Name: Jeff Levers 2

OFFEROR has examined Addendum #1 to Request for Bid #21-26APR17-Deed Record and Index

RFP #21-26APR17



BOONE COUNTY, MISSOURI Request for Bid #21-26APR17-Deed Record and Index Books

ADDENDUM # 1 - Issued April 24, 2017

This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

1. The Times of Bid Submission and Opening Deadline have been changed to:

Bid Submission and Opening Deadline

Wednesday May 3, 2017
1:30 P.M. Central Time
Boone County Purchasing Department
Boone County Annex Building
613 E. Ash St., Room 111
Columbia, Missouri, 65201

- 2. Where RFB refers to Book brand as Indestructo Binders, The County will accept Indestructo Binders or equalivelent.
- 3. 2.3.4. Capacity: 1 ³/₄" to 3 ¹/₄" thick. Clarification – Spine width is 3 ¹/₄", Binder capcity is 2 ¹/₂".
- 4. 2.3.5. Posts
 - Clarification the posts need to fit standard sized 3-hole punch letter sized paper.
- 5. 2.3.6. Lettering Printing is on the Spine and Front Cover only. Lettering shall be Black.
- 6. 2.4.1. INDEX BOOK: End Lock Binder.
 - Clarification The County will accept Indestructo Binders or equalivelent.
- 7. 2.4.3. Posts—Inside Measurement: approximately 10 1/4" apart.
 - Clarification 10 1/2" post spacing is also acceptable.
- 8. 2.4.5. Material: Indestructo

Clarification - The County will accept Indestructo Binders or equalivelent

By:

Phil Fichter, Buyer

Boone County Purchasing

Books, receipt of which is hereby acknowledged: Company Name: Address: Phone Number: E-mail: Authorized Representative Signature: Date:

Authorized Representative Printed Name:

OFFEROR has examined Addendum #1 to Request for Bid #21-26APR17-Deed Record and Index



Boone County Purchasing 613 E. Ash Street Room 111 Columbia, MO 65201

Phil Fichter,, Buyer

Phone: (573) 886-4392 - Fax: (573) 886-4390

Email: pfichter@boonecountymo.org

Bid Data

Bid Number: 21-26APR17

Commodity Title: **DEED RECORD AND INDEX BOOKS**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: WEDNSESDAY, APRIL 26, 2017

Time: 1:30 P.M. (Bids received after this time will be returned unopened)

Location / Mail Address:

Boone County Annex

613 E. Ash Street, Room 111 Columbia, MO 65201

Directions:

The Boone County Annex Building is located on the Northwest corner at 7th St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.

Bid Opening

Day / Date:

WEDNSESDAY, APRIL 26, 2017

Time:

1:30 P.M.

Location / Address: Boone County Annex Conference Room

613 E. Ash Street Columbia, MO 65201

Questions Submission Deadline

Day / Date:

TUESDAY, APRIL 18, 2017

Time:

NOON

All questions must be submitted in writing to Phil Fichter, at PFichter@BooneCountyMO.org.

Bid Contents

1.0: Introduction and General Conditions of Bidding

2.0: Primary Specifications

3.0: Response Presentation and Review

Response Form 4.0:

Debarment Form

Attachments A, B, C, D, E, F, G **Standard Terms and Conditions**

"No Bid" Response Form

County of Boone Purchasing Department

- 1. Introduction and General Conditions of Bidding
- 1.1. **INVITATION** The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. County This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate: Purchasing The Purchasing Department, including its Purchasing Director and staff. Department/s or Office/s The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought. Designee The County employee/s assigned as primary contact/s regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier -** These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - *Bidder* Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - Contractor The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - Supplier All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** The written, sealed document submitted according to the Bid instructions.
 - 1.3. **BID CLARIFICATION** Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. Bidder Responsibility The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established
 - 1.4. **AWARD** Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
 - 1.5. **CONTRACT EXECUTION** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence -** In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

County of Boone Purchasing Department

- 2. Primary Specifications
- 2.1. **ITEMS TO BE PROVIDED** For a Term and Supply contract for the Furnishing and Delivery of **Deed Record and Index Books** for the Recorder of Deeds of Boone County, Missouri.
- 2.2. **CONTRACT TERMS** The first contract period shall be from **June 1, 2017 thru May 31, 2018**. This contract is subject to renewal annually, for **three (3) additional one-year periods** following expiration of the first contract period.
- 2.2.1. **Contract Extension** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis if it is deemed to be in the best interest of Boone County.
- 2.2.2. Contract Documents The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

2.3. TECHNICAL REQUIREMENTS FOR DEED BOOKS

- 2.3.1. **DEED BOOKS:** Book brand shall be **Indestructo Binders** with swing-away hinge that fits standard size 8 ½" x 11", 3-hole punch paper.
- 2.3.2. **Quantity** Approximately 300 books per year. Orders will be placed periodically throughout the year 150 books at a time.
- 2.3.2. **Quantity** Approximately 300 books per year. Orders will be placed periodically throughout the year 150 books at a time.
- 2.3.3. **Book Size**: 9 ½" width x 11 ½" height
- 2.3.4. Capacity: 1 3/4" to 3 1/4" thick
- 2.3.5. **Posts:** Shall have 3 posts with 4 1/8" spacing between each post. Post size: 7/32" width x 2 15/16" height x 1/8" post diameter.
- 2.3.6. Lettering: Binders shall have lettering on front cover and on end binder. Lettering shall be Black.
- 2.3.7. **On Front Cover:** Lettering shall be centered and include the information on Attachment A.
- 2.3.8. On End Binder: Lettering shall be center and include the information as shown on Attachment B.
- 2.3.9. **Numbering:** binders shall start with the current book and increase by one thereafter for each book. Contact the Recorder of Deeds office for the starting book number.

2.4. TECHNICAL REQUIREMENTS FOR INDEX BOOKS

- 2.4.1. INDEX BOOK: End Lock Binder
- 2.4.2. Quantity Approximately five to ten (5-10) books per year.
- 2.4.3. **Posts:** Should have two posts with 5/16 inches adjustable posts up to five (5) inches tall for hole punch paper. Inside Measurement: approximately 10 ½ inches apart.
- 2.4.4. Color: Black Grantor; Red Grantee; White Release Grantor; White Release Grantee; Black Request
- 2.4.5. Material: Indestructo
- 2.4.6. **Size:** 14 ½" W x 9 ½" H
- 2.4.7. **Adhesive Label Holder** shall be centered on each book to enable the date to be added at a later time.

21-26APR17 Page 3 April 5, 2017

2. Primary Specifications (cont.)

2.4.7. Lettering: Centered ½ inch letters (upper & lower case) landscape (14 inch side at the top) as follows:

- Black Book with Gold Letters: Grantor Index

Boone County, MO

Nora Dietzel, Recorder of Deeds

(Attachment C)

Red Book with Gold Letters: Grantee Index

Boone County, MO

Nora Dietzel, Recorder of Deeds

(Attachment D)

White Book with Black Letters: Grantor Index

Release Deeds & Assignments

Boone County, MO

Nora Dietzel, Recorder of Deeds

(Attachment E)

- White Book with Black Letters: Grantee Index

Release Deeds & Assignments

Boone County, MO

Nora Dietzel, Recorder of Deeds

(Attachment F)

Black Book with Gold Letters:

Request for Notice of Sale

Boone County, MO

Nora Dietzel, Recorder of Deeds

(Attachment G)

2.5. OTHER REQUIREMENTS

2.5.1. **Inspection:** All items delivered shall be subject to inspection after delivery. If deficient in any respect, the items shall be rejected and returned at bidder's expense for full credit or replacement at no additional cost to the County.

- 2.5.2. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder's expense. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.
- 2.5.3. Bidder should include descriptive product information along with their bid response.
 - 2.6. **BILLING AND PAYMENT** Payments will be made within 30 days of receipt of a correct monthly invoice and correct material delivery. Invoices shall be submitted to the Boone County Recorder of Deeds Office, 801 E. Walnut, Columbia, MO 65201.
 - 2.7. **DESIGNEE** Boone County Recorder of Deeds Office, 801 E. Walnut, Room 132, Columbia, MO 65201.
- 2.7.1. **Bid Content Contact** Phil Fichter, Purchasing 613 E Ash Street, Room 111, Columbia, MO 65201
 - Telephone (573) 886-4392, Fax Number (573) 886-4390, email Pfichter@boonecountymo.org.
 - 2.8. **Delivery Terms -** FOB Destination Inside Delivery Boone County Recorder of Deeds Office, 801 E. Walnut, Room 132, Columbia, MO 65201. Delivery shall be made FOB Destination with freight charges fully included and prepaid. The sellers pay and bear the freight charges.
 - 2.9. **Quantity:** Quantities are estimated based on past usage for a 12-month period. Boone County does not guarantee minimum order quantities. The County reserves the right to increase or decrease quantities as requirements dictate.

County of Boone Purchasing Department

3. Response Presentation and Review

3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.

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

21-26APR17 Page 5 April 5, 2017

	nty of Boone Response Form				Purchasing Department
	Company Name:				

	City/Zip:				
	Phone Number:				
	Email Address:				
4.6.	Federal Tax ID:				
4.6.1.	 () Corporation () Partnership - Name	ne			narrodaman
4.7	PRICING	Unit Price	<u>Qty</u>		Extended Price
4.7.1.	Indestructo Binders per Section 2.	\$	150	\$	njeni nikiriti da na
	(ordered 150 at a time)				
4.7.2.	Indestructo Index Books per Section 2	8	6	_\$	
4.7.3.	GRAND TOTAL (4.7.1. + 4.7.2.)			\$	
4.8.	Time of Delivery Arrival After Receipt of O	order			
4.9.	Maximum Percentage Increase for%	% 2nd Year	% 3rd	Year	% 4th Year
4.10.	Will you honor the submitted prices for purchasing with Boone County, M. Yes No		n Boone	Coun	ty who participate in
4.11.	The undersigned offers to furnish and deliver the and in strict accordance with all requirements of understood, and all of which are made part of the they are in compliance with Section 34.353 and, Procurement Act") of the Revised Statutes of M	ontained in the Requential order. By submission if applicable, Section	est for Bi sion of th	d which is bid,	ch have been read and the vendor certifies that
4.12.	Authorized Representative (Sign By Hand):				
		Date:			_
	Print Name and Title of Authorized Represent	ative			
	SIGNATURE				
	21-26APR17	Page 6			April 5, 2017

(Please complete and return with Contract)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, <u>Federal Register</u> (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this

Name and Title of Authorized Representative		
		•
Signature	Date	

certification, such prospective participant shall attach an explanation to this proposal.

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
- 2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for resubmittal at the new date and time of bid closing.
- 5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
- Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 12. No bid transmitted by fax machine or e-mail will be accepted.
- 13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
- 15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and

regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

- 16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
- 18. For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
- 19. **Equipment and serial and model numbers -** The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Boone County Purchasing 613 E. Ash St., Room 111 Columbia, MO 65201



No Bid Response Form

Phil Fichter, Buyer

Phone: (573) 886-4392 - Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 21-26APR17- Deed Record and Index Books

Business Name:		
Address:		
Email Address:		
Telephone:		
Contact:		
Date:		
Reason(s) for Not Bidding:		

21-26APR17

(1)

0

RECORD BOOK

1888

1

0

Attachment A



RECORD BOOK

1

1888

(1)

BOONE COUNTY

1

Attachment B

NORA DIETZEL, RECORDER OF DEEDS

Attachment C

NORA DIETZEL, RECORDER OF DEEDS

Attachment D

GRANTOR INDEX RELEASE DEEDS & ASSIGNMENTS BOONE COUNTY, MO.

NORA DIETZEL, RECORDER OF DEEDS

GRANTEE INDEX RELEASE DEEDS & ASSIGNMENTS BOONE COUNTY, MO.

NORA DIETZEL, RECORDER OF DEEDS

NORA DIETZEL, RECORDER OF DEEDS

Attachment G

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

In the County Commission of said county, on the
the following, among other proceedings, were had, viz:

In the Session of the April Adjourned

Term. 20 17

Aday of June 17

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to The Sanders Estate Revocable Living Trust Dated Jan. 23, 2006, William J. Sanders, as Trustee, for parcel 16-201-00-00-015.00, in the amount of \$416.05, as recommended by the County Treasurer.

Done this 13th day of June, 2017

ATTEST:

Wendy S/Noren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred J. Parry

District I Commissioner

Janet M. Thompson

District II Commissioner

Commission Order:

Now on this day the Boone County Commission takes up the disposition of the 2014 tax sale surplus relating to Parcel 16-201-00-015.00

RSMo §140.230, authorizes the Commission to approve claims for any tax sale surplus held by the County Treasurer resulting from the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for that surplus. The owner of record of this particular property at the time it went to tax sale was **The Sanders Estate Revocable Living Trust Dated Jan. 23, 2006 William J. Sanders, as Trustee.** William J. Sanders, that Trustee, has filed a verified surplus claim with the Boone County Treasurer claiming the tax surplus proceeds. The verified surplus claim, a copy of the Warranty Deed recorded in the Boone County Records and a Proof of Trust Affidavit filed by William J. Sanders are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to his office and made a part of the record before the Commission, is satisfied that **The Sanders Estate Revocable**Living Trust Dated Jan. 23, 2006 William J. Sanders, as Trustee was the record owner of the subject property at the time of the delinquent land tax auction and as such is entitled to the total surplus of \$416.05 and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to The Sanders Estate Revocable Living Trust Dated Jan. 23, 2006 William J. Sanders, as Trustee in the amount of \$416.05 via check payable to The Sanders Estate Revocable Living Trust Dated Jan. 23, 2006 William J. Sanders, as Trustee in that amount.

Done this	131 day of June, 20/7.
	Dand Catol
	Daniel K. Atwill
ATTEST:	Presiding Commissioner
Wenles A	Fred Parry () O District I Commissioner
Wendy S. Moren Clerk of the County	
	/ Janet M. Thompson
	(District II Commissioner



SURPLUS CLAIM NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$416.05 resulting from the tax certificate sale conducted by the Boone County Collector on August 25th 2014. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- · Claiming surplus does not waive legal right of property redemption within statutory limits
- The Boone County Treasurer processes surplus claims without charge
- Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
- The claim may not be approved as submitted, and additional information might be requested

Parcel: 16-201-00-00-015.00

Parcel Addres 3205 Barberry Ave

Legal Description: Calculated 4.68 acres Part of NE ½ SE ½ sec 4 T48N R13W desc as: Beg at NE cor of said Sec 4; thence S 2465′; thence S01° 10W, 1314.0′; thence N84° 24′W,843.8′ to POB, thence N84° 24′W, 479.2; thence N01°03′E. 1320.7′; thence S83° 50′E, 455.0′; thence S 15.0′; thence following the County Rd S31° 30′W196.0′; thence S06°17′E, 260.5′ thence leaving the road, N67°33′E, 80.0′; thence S 910.0′ to POB(being all of Tracts C & D combined as shown on Sur rec Book/Page 366-328, except that part shown as part of Tract 2 of Sur Book/Page 1067-95 as rec WD 3030/139

	Current malling address:	
	Law Office of the firms	
	200 ME Missin Rd (Ste 2003)	
e ^{de} K	Sand City State Mo Zip 6 4 6 3 6	Control Straight and which
	Social Security Number:	
	Driver's License/State ID Number: Daytine Telephone Number(s):	
	1.30.20	Flo
	Date	verie ren ünte giz anten in

BOONE, COUNTY GOVERNMENT CENTER
89; EAST WALNET STREET, ROOM 205
COLUMBIS, MISSOURI 05201
(573) 886-4365
FAX (573) 886-4369
TREASURER@BOONECOUNTYMO.ORG
WWW.SHOWMEBOONE.COM/TREASURER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of RIVERSIC Here Insert Name and Title of the Officer personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(\$) (s) are subscribed to the within instrument and acknowledged to me that he she/they executed the same in (Ds/her/their authorized capacity(les), and that by (Ds/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. **ARIEL TORRES** Comm. #2089958 otary Public - California Riverside County Signature of Notary Public Comm. Expires Nov 15, 2018 Place Notary Seal Above OPTIONAL -Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. Description of Attached Document Title or Type of Document: Document Date: Number of Pages: _____ Signer(s) Other Than Named Above: ____ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s): _____ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Individual / ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Guardian or Conservator ☐ Trustee ·□ Other: ☐ Other: Signer is Representing: Signer Is Representing:



EXP 01/18/2018 END NONES LN SANDERS FN WILLIAM JOSEPH'S 30567 RED MOUNTAIN RD HEMET, CA 92544

DOB 01/18/1961

SEX IM HAIR BENT PEYES BENN HGT 5-10" WGT 200 Ib ""ISSA" DD 09/22/201985859/AAFE419 12/19/2015

Boone County William Boone County Wissouri

Date and Time 10/02/2006 at 11:57:03 AM Instrument # 2006027775 Book 3030 Page 139

Grantor SANDERS ESTATE REVOCABLE LIVING TRU...
Grantee SANDERS ESTATE REVOCABLE LIVING TRU...

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

Bettle Johnson, Recorder of Deeds

3205 Barberry.

WARRANTY DEED

THIS DEED, Made and entered into this 30th day of August, 2006, by and between The Sanders Estate Revocable Living Trust Dated 1/23/06 William J. Sanders, as Trustee, (Grantor), of Riverside County, State of California party or parties of the First Part, and The Sanders Estate Revocable Living Trust Dated Jan. 23, 2006 William J. Sanders, as Trustee (Grantee), (Grantee's mailing address), 43430 E. Florida Avenue, Suite F. PMB 318, Hemet, CA 92544, of Riverside County, State of California party or parties of the Second Part:

WITNESSETH: That the said party or parties of the First Part, for and in consideration of the sum of Ten Dollars (\$10.00) 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, in the State of Missouri to-wit;

A part of the Nortneast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Four (4), Township Forty-eight (46) North of Range Thirteen (13) West of the 5th P.M., in Boone County, Missouri, more specifically described as follows

STARTING at the Northeast corner of said Section Four (4); thence South 2465 feet; thence South 1°10° West 1314 0 feet; thence North 84°24′ West 843.8 feet to the POINT OF BEGINNING, thence North 84°24′ West 479.2 feet; thence North 1°03′ East 1320.7 feet; thence South 83°50′ East 455.0 feet; thence South 15.0 feet; thence following the County Road South 31°30′ West 196.0 feet; thence South 8°17′ East 260.5 feet; thence leaving the road, North 67°33′ East 80 feet, thence South 910.0 feet to the POINT OF BEGINNING (being all of Tracts C and D combined as shown on the survey made by F. E. Grundler on May 26, 1967, and recorded in Book 366 at Page 328 of the deed records of Boone County, Missourl) subject to said County Road where it passes through or between said Tracts C and D as shown on said Survey;

EXCEPT that part shown as part of Tract Number Two (2) of a Survey recorded in Book 1067, Page 95, Records of Boone County, Missouri.

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

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said party or parties of the Second Part, and to their heirs and assigns forever; the said party or parties of the First Part hereby covenanting that 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 their heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever.

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 first above written.

WITNESS	
Dun Andr Trute	
William I Sanders, Trustee	
0.4	
STATE OF	
COUNTY OF BRUSILLE.	
on 9-00-06 before mould	My Son II, Notary
Public, personally appeared <u>USMFAM</u> , SMMA Personally known to me (or proved to me on the basis of sa	tisfactory evidence) to be the person(1) whose
name (as are subscribed to the within instrument and ackn	owledged to me that fied she/they executed the
same in his her/their authorized capacity(168), and that by his person(8), or the entity upon behalf of which the person(8)	
WITNESS my hand and official seal.	iotod, executed the libitations.
Signature Muyen &	JAMES L. MUNSON II COMM. #1450088
James L. Munson II	MOTARY PUBLIC CALIFORNIA ANY COMM. Explose November 8, 2007 My Comm. Explose November 8, 2007 My Comm. Explose November 8, 2007
\mathcal{U}	(SEAL)

AFFIDAVIT OF WILLIAM J. SANDERS

COMES NOW William J. Sanders, and being first duly sworn on his oath states as follows:

- 1. My name is William J. Sanders; I am over the age of eighteen years; and the facts set forth in this Affidavit are true and correct and based upon my personal knowledge.
- 2. On January 23, 2006, I executed a trust in the State of California, County of Riverside entitled, "The Sanders Estate Recocable Living Trust" ("the Trust").
 - 3. I am the one and only trustee of the Trust.
 - 4. The Trust has not been revoked and is in full force and effect.
 - The Trust's proper mailing address is 30567 Red Mountain Road, Hemet, CA 92544
 - 6. I direct that any surpluses be sent to my attorney, Christopher E. Powers, at 200 NE Missouri Road, Suite 200, Lee's Summit, Missouri 64086.
 - 7. As of the August, 2014 tax sale, the Trust was the publicly recorded owner of two properties in Boone County, Missouri, described as follows:

(Parcel # 16-201-00-00-015.00 - "Property 1"); and (Parcel # 16-201-00-01-011.00 - "Property 2").

8. The tax sale of Properties 1 & 2 created a surplus of \$416.05 and \$5,338.46, respectively.

Further Affiant Sayeth Not.

WS 5.2.2017

On the 21st day of April; 2017, before me personally appeared William J. Sanders, to me know to be the person described herein and states the facts contained herein are true and correct to his best knowledge, information and belief and executed the foregoing instrument and acknowledged that he executed the same as his own free act and deed. In testimony whereof.

5-2-2017

My Commission Expires: 11.15.18

A notary public or other officer completing this certificate document to which this certificate is attached, and not the tr	verifies only the identity of the individual who signed the ruthfulness, accuracy, or validity of that document.
State of California County of LIVEVSIDE On 5/2/17 before me, AVIL Date personally appeared William J	Torres Natary Public, Here Insert Name and Title of the Officer Sanders Name(s)-of Signer(s)-
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are subscribed to the within instrument and acknowledged to me that (is/she/they executed the same in (iis/her/their authorized capacity(iss), and that by (is/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph	
ARIEL TORRES Comm. #2089958	rue and correct. TNESS my hand and official seal. nature Signature of Notary Public
Place Notary Seal Above OPTION Though this section is optional, completing this info	rmation can deter alteration of the document or
Description of Attached Document Title or Type of Document: Afficially of William Number of Pages: Signer(s) Other Than N	n Sagles Document Date:
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Guardian or Conservator Other:	Signer's Name:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

In the County Commission of said county, on the
the following, among other proceedings, were had, viz:

In the Session of the April Adjourned

Term. 20
17

Aday of
June
17

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to The Sanders Estate Revocable Living Trust Dated Jan. 23, 2006, William J. Sanders, as Trustee, for parcel 16-201-00-01-011.00, in the amount of \$5,338.46, as recommended by the County Treasurer.

Done this 13th day of June, 2017

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred J. Parry

District I Commissioner

Janet M. Thompson

District II Commissioner

Commission Order:

Now on this day the Boone County Commission takes up the disposition of the 2014 tax sale surplus relating to Parcel 16-201-00-01-011.00

RSMo §140.230, authorizes the Commission to approve claims for any tax sale surplus held by the County Treasurer resulting from the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for that surplus. The owner of record of this particular property at the time it went to tax sale was **The Sanders Estate Revocable Living Trust Dated Jan. 23, 2006 William J. Sanders, as Trustee.** William J. Sanders, that Trustee, has filed a verified surplus claim with the Boone County Treasurer claiming the tax surplus proceeds. The verified surplus claim, a copy of the Warranty Deed recorded in the Boone County Records and a Proof of Trust Affidavit filed by William J. Sanders are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to his office and made a part of the record before the Commission, is satisfied that **The Sanders Estate Revocable**Living Trust Dated Jan. 23, 2006 William J. Sanders, as Trustee was the record owner of the subject property at the time of the delinquent land tax auction and as such is entitled to the total surplus of \$5338.46 and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to The Sanders Estate Revocable Living Trust Dated Jan. 23, 2006 William J. Sanders, as Trustee in the amount of \$5338.46 via check payable to The Sanders Estate Revocable Living Trust Dated Jan. 23, 2006 William J. Sanders, as Trustee in that amount.

Done this $\frac{\sqrt{37h}}{}$ day of $\frac{}{}$	une ,2017.
	Dauf Male
	Daniel K. Atwill
	Presiding Commissioner
ATTEST:	Fred Parry
Wender Dorew my	District I Commissioner
Wendy S. Noren Clerk of the County Commission	Chuch MA
cioni of the county commission	Janet M. Thompson
	District II Commissioner



SURPLUS CLAIM NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

I, Will of Suit shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$5,338.46 resulting from the tax certificate sale conducted by the Boone County Collector on August 25th 2014. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- · Claiming surplus does not waive legal right of property redemption within statutory limits
- The Boone County Treasurer processes surplus claims without charge
- Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
- The claim may not be approved as submitted, and additional information might be requested

Parcel: 16-201-00-01-011.00

Parcel Address: @303 Barberry Ave>

Legal Description: Deeded 0.66 Acres Tract of land containing 0.659 acres m/l, located in SEX of Sec 4 T48N R13W in City of Columbia as shown by Sur rec Book/Page 396-391 desc as: Beg at NE cor of Sur 297-646; thence S01°11'W 741.83' to POB; thence S01°11'W, S01°11' W 31.57; thence S32°45'W,123.95'; thence N59° 43'W,196.0'; thence N27°29'E, 93.5'; thence N73° 21'E, 76.67': thence 560° 36'E 138.27' to POB & containing 0.659 acres as rec WD Book/Page 3032/60

	Current mailing address:
	Can Office is the formers
	Street
	200 No Masse Will (San Low)
e, e are	State State 21 21p 1113
	Social Security Number: Driver's License/State ID Number: Daytime Telephone Number(s): 1.30.2017
	Signature V)

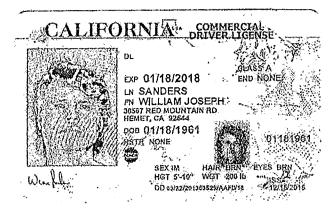
BUONE COUNTY GOVERNMENT CENTER
801EAST WALNEUS TREET, ROOM 205
COLUMBIA, MISSOURI 65201
(573) 886-4365
FAX (573) 886-4369
TREASURERS BOUNECOUNTYMOJORG
WWW.SHOWMEBOONE.COM/TREASURER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the Individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of RIVERSIC before me, Here Insert Name and Title of the Officer Sanders personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) kare subscribed to the within instrument and acknowledged to me that he she/they executed the same in her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. ARIEL TORRES Comm. #2089958 otary Public - California Riverside County Comm. Expires Nov 15, 2018 Signature of Notary Public Place Notary Seal Above - OPTIONAL -Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. Description of Attached Document Title or Type of Document: Document Date: Number of Pages: _____ Signer(s) Other Than Named Above: _____ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: __ ☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Individual / ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Guardian or Conservator ☐ Trustee '⊒ Other: Signer is Representing: Signer Is Representing:

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907



Boone County,

Recorded in Boone County, Missouri Date and Time 10/03/2006 at 11:20:21 AM Umofficial Decempor 28018 Book 3032 Page 60

Grantor SANDERS, WILLIAM

Grantee SANDERS ESTATE REVOCABLE LIVING TRU...

3303 Backerry.

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

Bettle Johnson, Recorder of Deeds

WARRANTY DEED

THIS DEED, Made and entered into this 30th day of August, 2006, by and between William Sanders, a married man, (Grantor), of Riverside County, State of California party or parties of the First Part, and The Sanders Estate Revocable Living Trust Dated Jan. 23, 2006 William J. Sanders, as Trustee (Grantee), (Grantee's mailing address), 43430 E. Florida Avenue, Suite F. PMB 318, Hemet, CA 92544, of Riverside County, State of California party or parties of the Second Part:

WITNESSETH That the said party or parties of the First Part, for and in consideration of the sum of Ten Dollars (\$10 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 lots, tracts and parcels of land situated in the County of Boone, in the State of Missouri to-wit;

A tract of land containing 0.659 acres, more or less, located in the Southeast Quarter (SE 1/4) of Section Four (4), Township Forty-eight (48) North, Range Thirteen (13) West, of the Fifth (5th) Principal Meridian, in the City of Columbia, Boone County, Missourl, as shown and described by the survey thereof recorded September 30, 1971 as Document No. 7626 in Book 396, Page 391, Records of Boone County, Missouri.

A tract of land containing 6.14 acres, more or less, located in the Southeast Quarter (SE 1/4) of Section Four (4), Township Forty-eight (48) North, Range Thirteen (13) West, of the Fifth (5th) Principal Meridian, in the City of Columbia, Boone County, Missouri, being part of the survey recorded October I, 1960 in Book 297, Page 646, Records of Boone County, Missouri, and being part of Tract Two (2) of the survey recorded October 15, 1970 as Document No. 6100 in Book 388, Page 926, Records of Boone County, Missouri, said tract of land being more particularly described as follows: All that part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 4, Township 48 North, Range 13 West, Columbia, Boone County, Missouri, lying north of Barberry Avenue and east of the following described line: Beginning at an existing fron pipe at the southeast corner of Tract II of a survey recorded in Book 388, Page 926, Records of Boone County, Missouri; thence North 1 degree 11' East, 26.0 feet; thence North 26 degrees 17' 30" West, 148.55 feet; thence North 12 degrees 41' East, 38.7 feet; thence North 48 degrees 43' East, 71.3 feet; thence North 1 degree 00' East, 276.05 feet; thence North 31 degrees 56' East, 91.25 feel; thence North 10 degrees 08' West, 163.05 feet; thence North 28 degrees 29' 30" East, 86.85 feet; thence North 9 degrees 49' West, 86.2 feet to the north line of said Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 4, Township 48 North, Range 13 West, at 2 point which is North 84 degrees 22' 45" West, 1603.1 feet from the east quarter corner of Section 4, Township 48 North, Range 13 west as shown by Valley View Gardens Subdivision Plat No. 11, excepting therefrom that part shown and described by the survey recorded in Book 396, Page 391, Records of Boone County, Missourl.

Subject to easements, restrictions, reservations, and covenants of record, if any,

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said party or parties of the Second Part, and to their heirs and assigns forever; the said party or parties of the First Part hereby covenanting that 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 their heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever

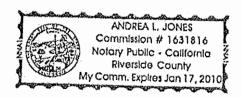
Boone County, Missonwin 1000 3 2006

Unofficial Document

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 first above written.

WITNESS
West house
William Sanders
WILLIAM SANDERS
STATE OF California
COUNTY OF Schools
On September 9, 2006, before me ANDREA L. JONES, Notary
Public, personally appeared WILCIAM SANDERS
Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(jes), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.
Signature. Gudre J. Jak
Andrea L. Johnes

(SEAL)



AFFIDAVIT OF WILLIAM J. SANDERS

COMES NOW William J. Sanders, and being first duly sworn on his oath states as follows:

- 1. My name is William J. Sanders; I am over the age of eighteen years; and the facts set forth in this Affidavit are true and correct and based upon my personal knowledge.
- 2. On January 23, 2006, I executed a trust in the State of California, County of Riverside entitled, "The Sanders Estate Recocable Living Trust" ("the Trust").
 - 3. I am the one and only trustee of the Trust.
 - 4. The Trust has not been revoked and is in full force and effect.
 - The Trust's proper mailing address is 30567 Red Mountain Road, Hemet, CA 92544
 - 6. I direct that any surpluses be sent to my attorney, Christopher E. Powers, at 200 NE Missouri Road, Suite 200, Lee's Summit, Missouri 64086.
 - 7. As of the August, 2014 tax sale, the Trust was the publicly recorded owner of two properties in Boone County, Missouri, described as follows:

(Parcel # 16-201-00-00-015.00 - "Property 1"); and (Parcel #16-201-00-01-011.00 - "Property 2").

8. The tax sale of Properties 1 & 2 created a surplus of \$416.05 and \$5,338.46, respectively.

Further Affiant Sayeth Not.

WS 5.2.2017c

On the 21st day of April; 2017, before me personally appeared William J. Sanders, to me know to be the person described herein and states the facts contained herein are true and correct to his best knowledge, information and belief and executed the foregoing instrument and acknowledged that he executed the same as his own free act and deed. In testimony whereof.

5-2-2017

My Commission Expires: 11.15.18

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
State of California County of LIVEVSIDE On 5/2/17 before me, AV Date personally appeared William	Here Insert Name and Title of the Officer Sanders Name(s)-of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) (s) are redged to me that (a) she/they executed the same in (s) her/their signature(s) on the instrument the person(s), cted, executed the instrument. I certify under PENALTY OF PERJURY under the laws
	of the State of California that the foregoing paragraph is true and correct.
ARIEL TORRES Comm. #2089958 Notary Public California m	WITNESS my hand and official seal. Signature Signature
Riverside County Comm. Expires Nov 15, 2018	Signature of Notary Public
Place Notary Seal Above	T/ONIA:1
OPTIONAL Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.	
Description of Attached Document Title or Type of Document: Afficiality of Will Number of Pages: Signer(s) Other Tha	
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Father — ☐ Ellited ☐ General ☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other: Signer Is Representing:	☐ Other:Signer Is Representing:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

In the County Commission of said county, on the 13th day of June 20 17

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 Request to Transfer Above "ATS" regarding the Position Title: Chief Engineer, Position No.: 498, within the Resource Management Department.

It is furthered ordered the Boone County Commissioners are hereby authorized to sign said Request to Transfer Above "ATS" form.

Done this 13th day of June, 2017

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred J. Parry

District I Commissioner

Janet M. Thompson

District II Commissioner

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary) BOONE COUNTY Commission Order 146-2006

<u>Description of form:</u> To request approval to transfer above "ATS" (authorized transfer salary). <u>Procedure:</u>

- 1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
- 2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
- 3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
- The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
- 5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.

6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.		
Name of prospective employeeMichael J (Jeff) McCAnnDepartment_RM- Design & Construction		
Position Title_Chief EngineerPosition No498		
Proposed Starting Salary (complete one only) Annual: \$87,000.00 \(\frac{90.00}{000} \) % of Mid-Point \(\frac{000}{000} \) % of Mid-Point \(\frac{000} \) %		
No. of employees in this job classification within your Department? Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)Applicant has 26 years experience as a Licensed Professiona Engineer, 7.75 years of which have been with Boone County. Applicant has extensive experience with county regulations and standards and is familiar with staff and county policies. Applicant will be able to step in to position with enhanced productivity due to experience and familiarity.		
If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: no other employees in same		
clasification		
Additional comments: the fact that a current employee has the skills, ability and demeanor to assume this high level posisiton warrants the increase and speaks to his potential Administrative Authority's Signature: Date:		
Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100). Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached. Auditor's Signature: Date: 5/31/17		
Human Resource Director's Recommendations: the @ \$87,000 & move to \$90,000 @. Le months with review : Denchmarks		
Human Resource Director's Signature: Date: 5/31/17		
County CommissionApproveDeny Comment(s):		
Presiding Commissioner's Signature: Date: U 3 17		
District I Commissioner's Signature: Date: 6/13/17		
District II Commissioner's Signature: Date: (131)		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20

17

County of Boone

In the County Commission of said county, on the

13th

June day of

20 17

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 Public Infrastructure Study Cost Allocation Agreement between Boone County and the City of Columbia.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Public Infrastructure Study Cost Allocation Agreement.

Done this 13th day of June, 2017.

ATTEST:

Clerk of the County Commission

Daniel K. Atwill

residing Commissioner

District I Commissioner

Janet M. Thompson

District II Commissioner

PUBLIC INFRASTRUCTURE STUDY COST ALLOCATION AGREEMENT

THIS AGREEMENT dated the 13th day of Jude, 2017, is made by and between Boone County, Missouri, through its County Commission (herein "County"), and the City of Columbia, Missouri (herein "City").

IN CONSIDERATION of the performance by each party of the respective obligations described herein, the parties agree to and with the following:

- 1. BACKGROUND AND PURPOSE OF AGREEMENT – The City and County may enter into cooperative agreements with governmental parties when necessary to improve public infrastructure. The City and County have determined that there is a need to complete a study to improve the existing public infrastructure consisting of a section of Grace Lane between Richland Road and St. Charles Road. The unimproved section of Grace Lane is approximately 0.3 miles. There are 12 homes located along the east side of Grace Lane with driveway access onto this section of Grace Lane. Grace Lane is a north/south road that connects St. Charles Road on the north with Rolling Hills Road/Richland Road on the south. Rolling Hills Road extends south from the end of Grace Lane to Highway 63. Rolling Hills Road was improved in 2013 between Richland Road to New Haven Road. In addition, Discovery Parkway is currently under final design and will extend south from the intersection of Rolling Hills Road with New Haven Road to the existing end of Discovery Parkway at the Highway 63 interchange. Once the Discovery Parkway extension is completed, drivers will have a connection from Highway 63 on the south side of Columbia to Interstate 70 on the east side of Columbia (Discovery Parkway to Rolling Hills Road to Grace Lane to St. Charles Road). From this connection, Grace Lane will be the only section of roadway that is unimproved. This proposed study will analyze the existing and anticipated traffic flow on this corridor and will recommend improvements that can be made to Grace Lane to improve traffic flow and safety. It has been further determined that it is appropriate and reasonable to share the responsibilities for, and the results and analysis of, the study and to pay for the study as a shared expense by the City and County. For these purposes, the City and County are entering into this written agreement to memorialize the terms and conditions of their agreement.
- 2. **PROJECT** The study to analyze traffic flow and propose alignments for Grace Lane under this agreement shall be known as "The Grace Lane Traffic and Alignment Study."
- 3. **SCOPE OF IMPROVEMENTS** The general scope of the study for the Project under this agreement includes the following: Traffic counts; traffic forecast analysis for 10 years and 20 years; access management options; analysis/development of alignment options including the intersection of Grace Lane with St. Charles Road; consideration of

the East Columbia Environmental Impact Study, CATSO Major Roadway Plan, 2040 Long Range Transportation Plan in the options; and a cost estimate for each alignment option. The street cross section used for New Haven Road which includes grading for complete roadway, but constructing half the road cross section is to be used for the Grace Lane proposed alignments. All costs associated with the study are to be made a part of this agreement.

- 4. **DESIGN** The study will be completed by George L. Crawford & Associates, Inc./dba CBB, (the "Engineer") and paid as a part of project costs. The study shall be approved by the City and County and the study shall be administered as provided in paragraph 5 below.
- 5. **PROJECT ADMINISTRATION** The City is responsible for coordinating, administering, and implementing work through its contract with the Engineer. The study shall be subject to final City and County approval upon final review. Payment to the Engineer for the study will be made after approval by the City and the County.
- 6. **COMPLIANCE WITH OTHER LAWS** The agreement requires all parties to comply with all other federal, state, and local laws, rules, and regulations pertaining to public works contracts as may be applicable to the City when performing or contracting for performance of work required under this agreement.
- 7. **ALLOCATION AND PAYMENT OF PROJECT COSTS** The City and County shall contribute equally to the study. Total costs shall be a sum not to exceed \$95,185.00 (or \$47,592.50 per entity). City will initially pay the cost of the project upon completion of the study and submit an invoice to the County for half the amount paid by the City. The county will make payment on the invoice within thirty (30) days of the date on which the City issues the invoice.
- 8. **NO THIRD-PARTY BENEFICIARY.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
- 9. GOVERNING LAW AND VENUE. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

- 10. **NO WAIVER OF IMMUNITIES.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
- 11. ENTIRE AGREEMENT AND AMENDMENT OF AGREEMENT This agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and agreements between the parties, written or verbal, and may be amended only by a signed writing executed with the same formality as this agreement. All parties to this agreement acknowledge that by executing this agreement they have read, considered, and understand the terms and conditions of this agreement and consequences thereof.
- 12. AUTHORITY OF REPRESENTATIVE SIGNATORIES The signatories to this agreement executing this Agreement in a representative capacity affirmatively represent that they obtained all resolutions and orders necessary to enter this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions contained herein.
- 13. **BINDING EFFECT** This agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and successors and assigns in office.
- 14. **SECTION HEADINGS** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 15. **EXECUTION** This Agreement may be executed in any number of counter-parts, each of which shall be deemed to be an original but altogether shall constitute but one in the same Agreement.
- 16. MUTUAL OBLIGATION OF GOOD FAITH PERFORMANCE The parties hereto mutually pledge and agree to exercise reasonable diligence and good faith in the performance of their respective obligations under this Agreement and to cooperate to the greatest extent practicable in fulfilling the general terms and conditions and objectives of this Agreement.
- 17. **IN WITNESS WHEREOF**, the individual parties constituting and representing the City and County, through their original and duly authorized representative signatories have executed this Agreement on the day and year first above written.

BOONE COUNTY, MISSOURI Through Its County Commission	
Through its County Commission	
By: And Presiding Commissioner	
ATTEST:	FORM APPROVED:
Wenders Nover my County Olerk	By County Counselor
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.	
S. S. Dihlad.	West - 2045-71102
June E. Pitchford, County Auditor	<u>U/s/17</u> 2045-71102 Date
CITY OF COLUMBIA, MISSOURI	
ATTEST:	COLUMBIA, MISSOURI
	By:
Sheela Amin, City Clerk	Mike Matthes, City Manager
APPROVED AS TO FORM:	
Nancy Thompson, City Counselor	
I hereby certify that this Contract is within the charged, that is, account balance to the credit of such account sufficient	e purpose of the appropriation to which it is to be and that there is an unencumbered t to pay therefore.
Michele Nix, Director of Finance	