

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the

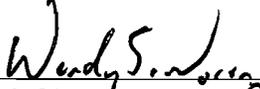
23rd day of August 20 07

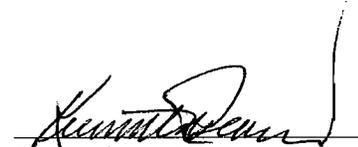
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request for an extended leave of absence without pay for Carol Gragg, a secretary in position number 535, from May 3, 2007 through August 1, 2007 per the Boone County Personnel Policy Manual, section 5.7 and does hereby authorize the Department to immediately proceed with hiring a permanent replacement for this position.

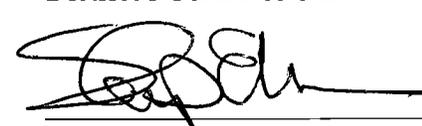
Done this 23rd day of August, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
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August Session of the July Adjourned

Term. 20 07

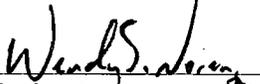
In the County Commission of said county, on the 23rd day of August 20 07

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

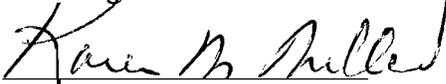
Now on this day the County Commission of the County of Boone does hereby approve the lease agreement between Boone County and the City of Columbia for the Life Styles building at 101 N. 7th Street in Columbia. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 23rd day of August, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

OFFICE LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 23rd day of August, 2007, by and between Boone County, Missouri, a political subdivision of the state of Missouri, hereinafter referred to as "Lessor"; and the City of Columbia, Missouri, a municipal corporation, hereinafter referred to as "Lessee";

In consideration of the performance by each party of the terms and conditions contained in this lease agreement, the parties agree as follows:

1. **Leased Property and Services** - The Lessor hereby leases to Lessee and Lessee hereby accepts as Lessee the following described property located at 101 N. 7th St., Columbia, Missouri 65201, formerly known as the Life Styles building, generally described as the south 79 feet of Lot 279, of the original town, now City of Columbia, Boone County, Missouri, and consisting of approximately 1,938 gross square feet of building space on south side of the first floor, with option to lease remaining additional space on the first floor of the building consisting of approximately 2,700 square feet additional space as specified below, together with certain furnishings and equipment mentioned further in this lease, along with certain improvements and janitorial services to be made or provided by Lessor at Lessor's expense and reimbursed as additional rent by Lessee to Lessor.

2. **Lease Term** - The term of this Lease shall be for a period of three years commencing on September 1, 2007 and ending August 30, 2010. The premises shall be used solely for the use and occupancy by the City of Columbia for the PedNet project, pursuant and subject to agreement with the Lessee.

3. **Base Rent** - Lessee agrees to pay Lessor an annual base rental of \$23,256.00, payable in equal monthly installments of \$1,938.00 payable in advance on or before the 1st day of each month, beginning September 1, 2007, for the term of the Lease. Lessee shall have the option of leasing the remainder of the space located on the first floor of the building, consisting of approximately 2,700 square feet. In the event Lessee exercises its option to lease such additional space, then the annual base rental shall be increased to \$46,380.00 per year payable in equal monthly installments of \$3,865.00, payable in advance on or before the 1st day of each month, beginning September 1, 2007 for the term of the Lease. The option to lease the entire first floor may be exercised by Lessee through its authorized representative by giving written notice to Lessor of the exercise of the option on or before September 1, 2007. For purposes of this agreement, the

Lessee's authorized representative shall be the city manager of the city of Columbia or his designee.

4. **Renovations and Improvements** - Lessor agrees to make and complete certain renovations and improvements to the leased premises as shown in plans and specifications prepared by Peckham & Wright Architects, Inc., dated June 22, 2007, called "Pednet Tenant Space Renovations," (hereafter sometimes referred to as the Project) which are made a part hereof by reference. The Lessee may modify the scope of renovations and improvements as long as the scope of work is modified without revision to the plans and specifications for the Project and the modified scope of work is defined in writing by Lessee or its authorized representative on or before September 1, 2007. Lessor agrees to have all renovation and improvement work completed within 56 calendar days of Lessee's authorized representative giving Lessor written notice to proceed with the work after the Lessee has finally determined the scope of work to be accomplished by Lessor, unless delays occur due to modifications to the scope of work or other causes outside of the control of the Lessor, in which case all such work shall be completed as soon as reasonably practicable thereafter. The Lessee may take possession of the premises prior to completion of the renovations and improvements so long as it does not unreasonably interfere with the progress of the work.; any delays in Lessor's completion of the Project resulting from work performed by the Lessee as a part of the overall Project, or the Lessee's use or occupancy of the premises, shall be grounds for reasonable time extensions for the Lessor's completion of the Project. Except as provided for herein, Lessee agrees to make no alterations or improvements in or to the leased premises without the Lessor's prior written consent, which consent shall not be unreasonably withheld provided such alterations or improvements are consistent with the general uses of the premises permitted under this lease.

5. **Reimbursement for Improvements** - Lessee agrees to reimburse Lessor in the form of additional rent the total actual documented cost of all renovations and improvements included within the Project, excluding window replacements and sidewalk repairs, plus interest at a rate of five per cent (5%) per annum, evenly amortized over thirty six (36) months, and payable in thirty six (36) equal monthly payments along with the base rent. Lessor shall provide Lessee a written statement of the actual total final costs incurred for the Project; any monthly amounts which would be due to be paid prior to the Lessee's receipt of such statement occurring after the commencement of this lease shall be paid to Lessor within thirty (30) days of Lessee's receipt of such statement. In the event Lessee determines to make further alterations or improvements to the leased

premises with Lessor's consent during the term of this lease after completion of the project, the Lessor agrees to pay for such alterations or improvements and the Lessee agrees to reimburse the Lessor in the form of additional rent for the actual documented cost of such alterations or improvements plus interest at a rate of five per cent (5%) per annum evenly amortized over the remaining number of months of the initial term of this lease and payable in evenly amortized monthly payments along with the base rent and additional rent and charges due the Lessor under this lease.

6. **Office Furnishings and Equipment** - The Lessor agrees to purchase at its own expense and lease to the Lessee during the term of this lease certain office furnishings and equipment generally identified as follows: twelve work station cubicles with desks, desk chairs and visitor chairs; a twelve phone telephone system, with options selected by Lessee's authorized representative, excluding installation and maintenance costs, which are to be paid for by Lessee; six desktop personal computers with three year on-site maintenance contracts; one HP 5550 laser color printer with options selected by Lessee's authorized representative plus a three year on-site service contract; one Canon IR 3035 photo copier with options selected by Lessee's authorized representative plus three year on-site maintenance contract; one Brother Intellifax 4100 fax machine; fire extinguisher; hazardous waste clean up kit; and first aid kit. Lessee's authorized representative may change the items of furnishings and equipment or change features pertaining thereto so long as the final selections can be acquired by Lessor within the time periods established by Lessee's authorized representative. All furnishings and equipment to be purchased by Lessor and leased to Lessee hereunder shall be selected or approved in writing by Lessee's authorized representative on or before September 1, 2007; provided, however, that the Lessee may elect to procure additional furnishings and equipment after September 1, 2007, at Lessor's expense and leased back to the Lessee subject to the Lessor's consent and Lessee's reimbursement to Lessor for such additional expense of procurement in the form of additional rent as provided for in paragraph seven (7) below. Lessor agrees to place purchase orders within seven business days after selections are made by Lessee's authorized representatives unless statutory competitive bidding requirements require a longer time for purchase; Lessor shall not be responsible for delivery and set up delays resulting from timing of product selections, competitive bidding requirements, or causes outside the control of Lessor. Lessee agrees to use ordinary and reasonable care in using the leased furnishings and equipment and to surrender possession of all such leased furnishings and equipment to Lessor at the end of the term in as good condition and repair as received, ordinary wear and tear excepted. Lessee agrees not to

permit any leased furnishings or equipment to be removed from the leased premises except as reasonably necessary for repair or maintenance. The Lessor's financial responsibility for care and maintenance of the leased furnishings and equipment is limited to the payment for maintenance or service contract services selected by the Lessor's authorized representative; any repair or maintenance of the leased furnishings and equipment which is outside the terms and conditions of the maintenance or service contracts shall be the responsibility of the Lessee. The Lessor shall insure the leased furnishings and equipment against damage and loss at its own expense and shall repair or replace damaged or destroyed leased furnishings or equipment, but only if and to the extent such damaged or destroyed furnishings or equipment are covered by insurance. Lessee shall be responsible for procuring any other building contents insurance it deems appropriate for other personal property not leased by the Lessor to the Lessee.

7. Reimbursement for Furnishings and Equipment - Lessee agrees to reimburse Lessor in the form of additional rent the total actual documented cost of all furnishings and equipment purchased by the Lessor and leased to the Lessee, plus interest at a rate of five per cent (5%) per annum, evenly amortized over thirty six (36) months, and payable in thirty six equal monthly payments along with the base rent. Lessor shall provide Lessee a written statement of the actual total final costs incurred for the purchase of all furnishings and equipment selected by the Lessee to be used within the leased premises; any monthly amounts which would be due to be paid prior to the Lessee's receipt of such statement occurring after the commencement of this lease shall be paid to Lessor within thirty (30) days of receipt of such statement. In the event Lessee determines to make additional procurements of furnishings or equipment after September 1, 2007, but during the term of this lease with Lessor's consent after the initial acquisition of furnishings and equipment, the Lessor agrees to pay for such additional furnishings or equipment and the Lessee agrees to reimburse the Lessor in the form of additional rent for the actual documented cost of such additional furnishings or equipment plus interest at a rate of five per cent (5%) per annum evenly amortized over the remaining number of months of the initial term of this lease, and payable in evenly amortized monthly payments along with the base rent and additional rent and charges due the Lessor under this lease.

8. Janitorial Services and Utility Expenses – Lessor shall provide janitorial services for the leased premises three times per week consisting of carpet vacuuming, trash removal, and bathroom cleaning and restocking bathroom supplies, as necessary; any other cleaning or janitorial services shall be provided by Lessee at Lessee's expense. Lessee shall pay Lessor as additional rent the sum

of \$600.00 per month for janitorial services described in this paragraph. Lessee shall be responsible for payment of all metered and unmetered utility services provided to the leased premises during the term of this lease. Lessee agrees to keep the leased premises heated and cooled as necessary at all times in order to prevent freezing and heat damage.

9. **Surrender of Leased Real Estate** - Upon termination of this lease, the Lessee agrees to relinquish the leased real estate to the Lessor in a clean condition with all built-in furnishings, equipment, fixtures, wall, floor, and ceiling coverings and finishes remaining on the premises intact without removal in good repair and condition, normal wear and tear excepted.

10. **Building Maintenance and Repair** - Lessor shall maintain and repair in good and serviceable condition the building in general, including roof and exterior walls and structure, exterior doors and windows, interior plumbing and drains, heating and air conditioning equipment, and electrical systems. Provided, however, it is understood that Lessee shall be responsible for any repairs or maintenance caused by foreign objects blocking the toilet drains and any consequential damages resulting from such blockages. Lessee also shall be responsible for cosmetic painting or refinishing and carpet and window cleaning during the term of the lease.

11. **Insurance** - Lessor at its own expense shall carry and maintain property and casualty insurance on the premises and the leased furnishings and equipment. The Lessee at its own expense shall be obligated to carry contents insurance for any personal property on the premises not leased by the Lessor. The Lessee at its own expense also shall be obligated to carry general and public liability insurance with the Lessor named as an additional insured.

12. **Casualty Loss or Damage** - If the leased real estate shall be damaged by fire or other casualty not caused by Lessee, then, in such event, the rental due shall be reduced or abated while the real estate cannot be occupied, but if the real estate shall be substantially restored to its original condition such that it can be occupied within ninety (90) calendar days from the date of damage, then in such event, this Lease shall continue with reduction or abatement of rental due on the real estate for the time necessary for repair or restoration. In the event the real estate is destroyed or substantially damaged to the extent they cannot be reasonable repaired or restored within ninety (90) calendar days, then this Lease may at the option of the Lessee be terminated effective as of the date of such damage or

destruction and any prepaid rentals shall be refunded pro rata as of the date of damage.

13. **Premises Liability** - Lessee covenants and agrees that Lessor is to be free from liability and responsibility for damages by reason of any injury to any person or persons, including invitees or employees of Lessee, or with respect to property damage of any kind whatsoever, and to whomsoever belonging, including that of Lessee, caused in any way by the negligence of Lessee, or its officers or employees, while in, upon, or in any way connected with, the leased premises during the term of this Lease and any extensions thereof. Neither Lessee nor Lessor waives any immunity based upon sovereign or official immunity. Lessee covenants and agrees to defend and indemnify and save harmless Lessor from any and all such liability, loss, cost, and obligations however occurring not otherwise covered by insurance.

14. **Termination** - It is mutually agreed that this Lease may be terminated by Lessor for nonpayment of rent at any time after the expiration of thirty (30) days following written notice to Lessee of nonpayment of the whole or any part of the rent past due, and such termination shall not prejudice Lessee's right pursue any of the remedies it may have for breach of this Lease. This Lease is made upon the condition that Lessee shall punctually perform each and all of the covenants and agreements herein set forth to be by Lessee kept and performed, and if at any time there be any default on the part of the Lessee in the payment of any amount of money herein agreed to be paid by Lessee, including rental due hereunder, or in the performance or observance of any of the other covenants and agreements of this Lease not pertaining to the payment of money, and any such default shall continue for a period of thirty (30) days after written notice thereof shall have been served upon Lessee, or if during the term of this Lease, Lessee shall abandon, vacate or remove itself from the premises, then, and in any such event, Lessor may, at its option, forthwith and without further notice, terminate this Lease and re-enter upon and take possession of the premises and leased furnishings and equipment provided hereunder.

15. **Annual Appropriations Contingency** - The monetary obligations of the parties to this agreement shall be subject to annual appropriations being made available to fund and pay for such obligations, and the Lessor and Lessee hereby pledge to make all reasonable and good faith efforts fulfill such obligations. In the event annual appropriations are not made available to fund such obligations, this lease shall automatically terminate.

16. **Subletting and Assignment** - Unless otherwise authorized in writing by the Lessor, Lessee shall not assign or sublet part or all of the leased premises or the leased furnishings. This prohibition on assignment shall include permitting business operations to be conducted on the premises other than those conducted by the Lessee without the written consent of the Lessor during any lease term.

17. **Relationship of Parties** - Nothing contained in this lease agreement shall be deemed intended or construed by the parties hereto or by any third party as creating any relationship of principal or agent or of joint venture, or business affiliation. It is understood and agreed that the provisions contained in this lease agreement or any act of the parties hereto, their agents, officers or employers, shall not be deemed to create a relationship between the parties other than a relationship between Lessor and Lessee, as applicable.

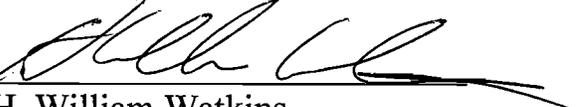
18. **Waivers** - Waiver of any condition or covenant of this lease agreement or of any breach of any condition or covenant shall not be taken to constitute a waiver of any subsequent breach of such condition or covenant or to justify or authorize the nonobservance on any other occasion of the same or any other condition or covenant hereof. Nor shall any right or remedy of the Lessor herein set forth be exclusive but shall be in addition to any other rights or remedies allowed at law or in equity.

19. **Binding Effect** - This Lease shall be binding upon, and shall enure to the benefit of, the parties hereto and their successors and assigns. The signatories to this Lease represent and warrant that they are authorized to bind the entities that are parties to this agreement to the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this lease agreement together with any number of counterparts thereof, each of which shall be accorded the full force and effect of the original.

(This part intentionally left blank)

Lessee:
CITY OF COLUMBIA, MISSOURI

By: 
H. William Watkins
City Manager

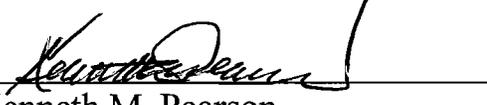
ATTEST:


Sheela Amin, City Clerk

APPROVED AS TO LEGAL FORM:


Fred Boeckmann, City Counselor

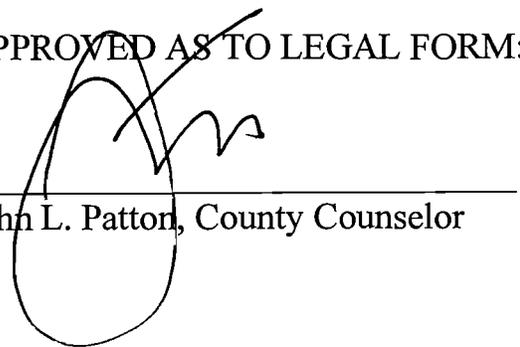
Lessor:
BOONE COUNTY, MISSOURI

By: 
Kenneth M. Pearson,
Presiding Commissioner

ATTEST:


Wendy Noreh, County Clerk

APPROVED AS TO LEGAL FORM:


John L. Patton, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the

23rd day of August 20 07

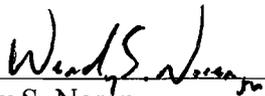
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve following budget revision:

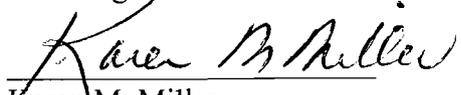
Department	Account	Department Name	Account Name	Decrease	Increase
1123	86800	Emergency	Emergency	\$3,800	
1190	83920	Non-Departmental	OTO: Debt Service		\$3,800
3860	03913	2006A GO Bonds	OTI: General Fund		\$3,800

Done this 23rd day of August, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned Term

Term. 20 07

In the County Commission of said county, on the 23rd day of August 20 07

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

Now on this day the County Commission does hereby compute the amended **Final Post Bond Assessment** of the road improvement project for the **Goodtime Acres** Neighborhood Improvement District as certified by the Auditor to be \$ **165,415.64**.

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

The County Commission further orders the following:

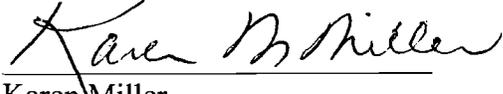
1. Special assessments against the property described on the attached exhibit A and in the attached amounts. Please Note: Due to necessary corrections with the Special Assessments and prior to requiring the filing of a Supplemental Assessment, First (1st) year assessment will be different from years two (2) through ten (10).
2. The Clerk to proceed with the notification and collection of said assessments pursuant to the statutory provisions of 67.463 RSMo. The special assessments shall take effect November 14, 2006.
3. This order and attached exhibit A shall be maintained as an official public record with notice of this assessment to be given to all interested parties by recording this order in the land records of Boone County, Missouri.
4. Lien against each property shown on Exhibit A shall be recorded with the Boone County Records Office. (Document / Liens attached)

Done this 23rd day of August, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned Term

Term. 20 07

In the County Commission of said county, on the 23rd day of August 20 07

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

Now on this day the County Commission does hereby compute the amended **Final Post Bond Assessment** of the road improvement project for **the Applewood Creek Neighborhood Improvement District** as certified by the Auditor to be \$ **16,329.32**.

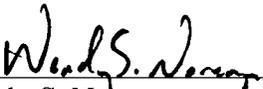
The County Commission does hereby apportion the cost of said project equally by lot/tract of property within said district according to the provisions of 67.463.2 RSMO. (1993Supp.) and petition approved by said Commission.

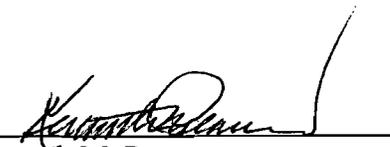
The County Commission further orders the following:

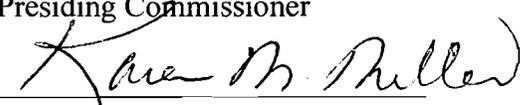
1. Special assessments against the property described on the attached exhibit A and in the attached amounts. Please Note: Due to necessary corrections with the Special Assessments and prior to requiring the filing of a Supplemental Assessment, First (1st) year assessment will be different from years two (2) through ten (10).
2. The Clerk to proceed with the notification and collection of said assessments pursuant to the statutory provisions of 67.463 RSMo. The special assessments shall take effect November 14, 2006.
3. This order and attached exhibit A shall be maintained as an official public record with notice of this assessment to be given to all interested parties by recording this order in the land records of Boone County, Missouri.
4. Lien against each property shown on Exhibit A shall be recorded with the Boone County Records Office. (Document / Liens attached)

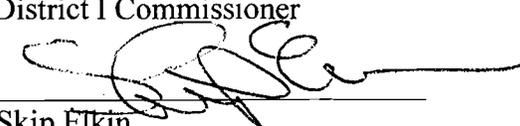
Done this 23rd day of August, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


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 Presiding Commissioner


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August Session of the July Adjourned Term

Term. 20 07

In the County Commission of said county, on the 23rd day of August 20 07

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

Now on this day the County Commission does hereby compute the amended **Final Post Bond Assessment** of the road improvement project for the **Summers Lane Road** Neighborhood Improvement District as certified by the Auditor to be \$ **43,950.44**.

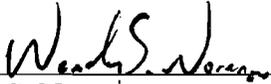
The County Commission does hereby apportion the cost of said project equally by lot/tract of property within said district according to the provisions of 67.463.2 RSMO. (1993Supp.) and petition approved by said Commission.

The County Commission further orders the following:

1. Special assessments against the property described on the attached exhibit A and in the attached amounts. Please Note: Due to necessary corrections with the Special Assessments and prior to requiring the filing of a Supplemental Assessment, First (1st) year assessment will be different from years two (2) through ten (10).
2. The Clerk to proceed with the notification and collection of said assessments pursuant to the statutory provisions of 67.463 RSMo. The special assessments shall take effect November 14, 2006.
3. This order and attached exhibit A shall be maintained as an official public record with notice of this assessment to be given to all interested parties by recording this order in the land records of Boone County, Missouri.
4. Lien against each property shown on Exhibit A shall be recorded with the Boone County Records Office. (Document / Liens attached)

Done this 23rd day of August, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


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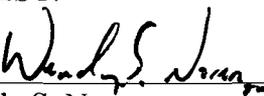
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve following budget revision:

Department	Account	Department Name	Account Name	Decrease	Increase
1710	37230	Planning	Meals/Lodging	\$260.00	
1720	37200	Building Inspections	Seminars	\$260.00	
1710	92300	Planning	Replacement Equip		\$260.00
1720	92300	Building Inspections	Replacement Equip		\$260.00

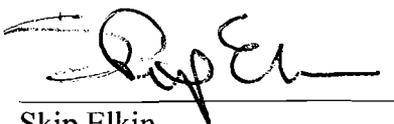
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 District II Commissioner

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STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the 23rd day of August 20 07

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

Now on this day the County Commission of the County of Boone does hereby impose a county-wide sales tax pursuant to the provisions of 67.547 RSMo., in the amount of one half of one percent for the period beginning **October 1, 2008**, and ending **September 30, 2018**. The imposition of this tax shall be effective only after approval of a majority of the qualified voters casting a ballot at a county special election. It is further ordered that the County Commission of said County hereby calls for an election to be held on Tuesday the **6th day of November, 2007**, for the purpose of submitting to the voters the proposition contained in the following Notice of Election and Sample Ballot.

NOTICE OF SPECIAL ELECTION

Notice is hereby given to the qualified voters of the County of Boone that the County Commission of said county has called an election to be held in said County on Tuesday the **6th day of November, 2007**, from and between the hours of six o'clock a.m. and seven o'clock p.m. on said date to vote on the proposition contained in the following sample ballot:

OFFICIAL BALLOT
 COUNTY OF BOONE, STATE OF MISSOURI
 TUESDAY, NOVEMBER 6TH, 2007

PROPOSITION 1

Shall the County of Boone impose a county-wide sales tax of ½ (one half) of one percent for the purpose of improving and maintaining roads, bridges and right-of-ways within said County; reducing county property taxes levied for road purposes and increasing the amounts paid from the county road and bridge fund to cities and the special road district above the amount required by law? The authorization for this sales tax shall expire September 30, 2018.

YES

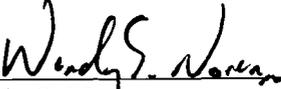
NO

Instructions to voters: If you are in favor of the proposition, darken the oval opposite the word "YES". If you are opposed to the proposition, darken the oval opposite the word "NO".

The County Clerk of said county is hereby directed to conduct the election pursuant to the provisions of Chapter 115 RSMo.

Done this 23rd day of August, 2007.

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner