

193-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 13th day of April 20 10

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 of T-Vine Development Corp. to approve a Final Development Plan for Settlers Ridge planned Development on 6.04 acres located at 4625 E. Hwy HH, Columbia for the area to be zoned R-DP.

Done this 13th day of April, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 13th day of April 20 10

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the presiding commissioner to sign them:

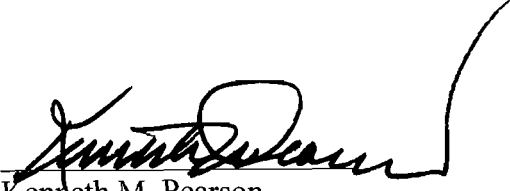
Fox Ridge Plat 1. S25-T49N-R14W. A-2. Equity Trust Company, owner. J. Daniel Brush, surveyor.

Settlers Ridge Plat 1-A. S9-T49N-R12W. R-DP. T-Vine Development Corp., owner. James R. Jeffries, surveyor.

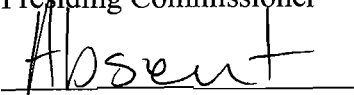
Done this 13th day of April, 2010.

ATTEST:

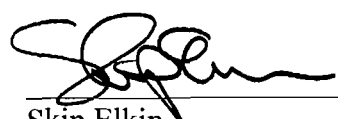
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

195 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 10

County of Boone } ea.

In the County Commission of said county, on the

13th

day of April

20 10

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

Now on this day the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a conditional use permit for Barry and Sherri Homan.

Done this 13th day of April, 2010.

ATTEST:

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



Kenneth M. Pearson
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

BEFORE THE BOONE COUNTY COMMISSION

In re: BARRY and SHERRI)
HOMAN)
)
Request to Amend CUP for)
Outdoor Recreational Facility)
on 10.97 acres located at)
14341 N. Proctor Rd., Columbia)

FINDINGS OF FACT AND CONCLUSIONS OF LAW

NOW ON THIS 13 day of April, 2010, subject to the conditions of approval, the Boone County Commission enters these Findings of Fact and Conclusions of Law.

The Commission conducted a hearing on this matter on March 2, 2010. The record before the Commission includes the application and attachments, the minutes of the Planning and Zoning Commission on the hearing(s) related to this application, the zoning ordinances and subdivision regulations of Boone County, the submissions by the applicant, the submissions by other interested parties, the materials and recommendations provided by staff and the testimony received at the public hearings.

On this record, the Boone County Commission finds and concludes in issuance of this *amended* permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, in that:
 - a). **There was no credible and persuasive evidence to indicate that the use posed any threat to the public health, safety, comfort or general welfare if operated in accordance with certain conditions.**

2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, in that:
 - a). **Public testimony indicated that there was a wooded buffer area between the facility and surrounding properties that mitigated any impact of the facility on surrounding properties. If operated within certain conditions, the Commission finds that this element is met.**

3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, in that:

a). **Testimony indicated that properties in the area had risen in value since the inception of the facility and if operated within conditions there was no credible and persuasive evidence that the granting of the permit would diminish property values.**

4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, in that:

a). **The facility has installed a dry hydrant to compensate for the lack of sufficient fire flows in the area. An on-site wastewater system and stormwater system provides water treatment for the facility.**

5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, in that:

a). **Surrounding properties are already developed according to the Boone County Zoning Regulations for the uses allowed.**

6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, in that:


a). **Access to the facility is from Proctor Road which is maintained by Boone County. Proctor Road is of adequate width and is maintained in such condition to accommodate the traffic generated by the facility.**

The Commission, by authorizing issuance of the amended conditional use permit hereunder, concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state. The Commission, therefore, issues the Amended Conditional Use Permit for a privately operated outdoor recreational facility with the following conditions:

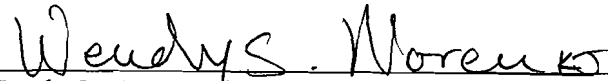
- a) **Hours of operation are restricted as follows: Sunday, 10 a.m. to 7 p.m.; Monday through Thursday, 8 a.m. to 7 p.m., Friday and Saturday 8 a.m. until 11 p.m.**
- b) **All guests must leave the premises no later than 11 p.m on Fridays and Saturdays. Only compensated staff may be on-site after 11 p.m.**
- c) **Any fireworks must end by 9:45 PM.**
- d) **Any fireworks are restricted to 250 grams of powder and cannot go more than 50 feet in the air.**
- e) **No overnight camping is permitted.**

SO ORDERED THIS 13 DAY OF April, 2010.

BOONE COUNTY COMMISSION

By: 
Kenneth M. Pearson, Presiding Commissioner

ATTEST:


Wendy S. Noren, Clerk of the County Commission

associated with order # 114-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the 13th day of April 20 10

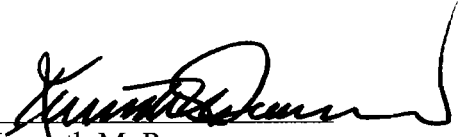
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a conditional use permit for Rick and Kimberly Rose.

Done this 13th day of April, 2010.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

BEFORE THE BOONE COUNTY COMMISSION

**In re: RICK and KIMBERLY)
ROSE)
CUP for Privately Operated)
Recreational Facility on 11.06)
Acres located at 7040 S. Lakota)
Ridge Lane, Columbia)**

FINDINGS OF FACT AND CONCLUSIONS OF LAW

NOW ON THIS 13 day of April, 2010, subject to the conditions of approval, the Boone County Commission enters these Findings of Fact and Conclusions of Law.

The Commission conducted hearings on this matter on September 1, 2009 and March 2, 2010. The record before the Commission includes the application and attachments, the minutes of the Planning and Zoning Commission on the hearing(s) related to this application, the zoning ordinances and subdivision regulations of Boone County, the submissions by the applicant, the submissions by other interested parties, the materials and recommendations provided by staff and the testimony received at the public hearings.

On this record, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, in that:

a). **There was no credible and persuasive evidence to indicate that the proposed use will be detrimental to or endanger the public health, safety, comfort or general welfare if operated within certain conditions.**

2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, in that:

a). **Conditions placed upon the request will ensure that property owners in the immediate vicinity will be able to fully utilize their property for uses allowed in the Boone County Zoning Regulations.**

3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, in that:

a). **Several property owners testified that it was their opinion that the ball fields would enhance property values in the neighborhood. There was no credible and persuasive evidence to indicate that the proposed use will impair property values of existing properties in the neighborhood.**

4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, in that:

a). **The applicant will provide a portable restroom for public use during the times that the facility is open. Other public facilities are adequate for the proposed use.**

5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, in that:

a). **The majority of lots in the surrounding area are already developed. At least one residence has been constructed since the facility was developed. There is no credible and persuasive evidence indicating that the use permitted herein will impede development of the surrounding properties.**

6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, in that:

a). **The access to the facility is a private driveway that intersects with a public road which is of sufficient width and maintenance that the limited traffic generated by the site will be easily accommodated.**

The Commission, by authorizing issuance of the conditional use permit hereunder, concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state. The Commission, therefore, issues the Conditional Use Permit for a privately operated outdoor recreational facility with the following conditions:

- a) **From March 1 to May 31 the facility may be used Monday through Thursday from 4:00 PM to Dusk. Saturday hours are Noon to Dusk. Sunday hours 10:00 AM to Dusk. No use on Friday.**
- b) **From June through November the facility may be used for practice only, Saturday through Thursday, 10:00 AM to Dusk.**
- c) **From December through February the facility must remain closed.**

- d) There may not be any tournaments played on the field.
- e) No lighting is permitted.
- f) Parking must be provided for a minimum of 23 vehicles.
- g) The access drive from Lakota Ridge Lane must be secured from traffic except during operating hours unless the owner is on-site.
- h) The access drive from Lakota Ridge lane must have a dust free surface.
- i) The parking area must have a dust free surface.
- j) All trash must be removed from the facility following each use.
- k) A public restroom facility must be provided that meets the requirements of the Boone County Health Department.
- l) No public address system is permitted.
- m) No commercial activity is allowed.

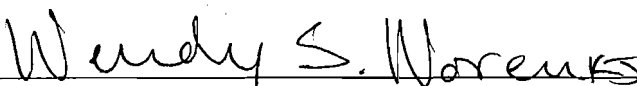
SO ORDERED THIS 13 DAY OF April, 2010.

BOONE COUNTY COMMISSION

By:


Kenneth M. Pearson, Presiding Commissioner

ATTEST:


Wendy S. Noren, Clerk of the County Commission

associated with Order # 112-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the

13th

day of April

20 10

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

Now on this day the County Commission of the County of Boone does hereby accept the attached certification for the Hospital Trustee of Boone County, Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign the certificate of election for Barbara Weaver the candidate receiving the largest number of votes cast.

Done this 13th day of April, 2010.

ATTEST:

Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

State of Missouri)
)ss.
County of Boone)

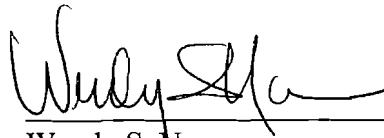
I, Wendy S. Noren, Clerk of the County Commission and Election Authority in and for the County of Boone, State of Missouri, do hereby certify that at the election held in the County of Boone, State of Missouri, on Tuesday, April 6, 2010, there were cast by the qualified voters of said County the following votes:

Hospital Trustee

BARBARA WEAVER	16,465
RONALD A. GINI	3,156

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Boone, done at office in Columbia, Missouri, this 9th day of April, 2010.

(seal)



Wendy S. Noren
Clerk of the County Commission
and Election Authority in and for
the County of Boone, State of Missouri

199 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 13th day of April 20 10

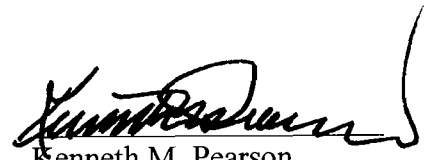
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 05-27Jan10 Tires – Passenger Vehicles, Patrol Vehicles, and Light Duty trucks to two vendors Firestone and Cross Midwest Tire. It is further ordered the Presiding Commissioner is hereby authorized to sign said Term and Supply contract.

Done this 13th day of April, 2010.

ATTEST:

Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
TIRES – PASSENGER VEHICLES, PATROL VEHICLES, AND LIGHT DUTY
TRUCKS
CATEGORY 1 – PASSENGER VEHICLE TIRES
CATEGORY 2 – PICKUP TRUCK / SUV / VAN TIRES
CATEGORY 3 – PURSUIT TIRES
CATEGORY 4 – TIRE RELATED SERVICES**

THIS AGREEMENT dated the 13 day of April 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cross Midwest Tire**, 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 **Tires – Passenger Vehicles, Patrol Vehicles, and Light Duty Trucks Term & Supply**, County of Boone Request for Bid number **05-27JAN10**, any applicable addenda, the unexecuted Bid Form, Cross-Midwest letter dated March 11, 2010, as well as the Contractor's bid response dated **January 26, 2010** and executed by **Steve McCray** 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, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **April 1, 2010 and extend through June 30, 2011** 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 and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to furnish tires and services as responded to in Category 1 – Passenger Vehicle Tires, Category 2 – Pickup Trucks / SUV / Van Tires, Category 3 – Pursuit Tires, and Category 4 – Tire Related Services of the Contractor's Bid Response. Items and service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County. This is a non-exclusive contract and the County reserves the right to purchase tires from other vendors.

4. Delivery and Service - Contractor agrees to deliver and service the product as set forth in the bid documents. Contractor will be required to commence work on County Vehicles within **thirty (30) minutes** of their arrival at Contractor's facilities and to continuously pursue the necessary work until completed

5. Billing and Payment - All billing shall be invoiced to the County Department placing the order and billings may only include the prices listed in the Contractor's bid response No additional fees 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

correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services 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.

CROSS MIDWEST TIRE

by [Signature]

title Manager

address 5320 Hwy 763 N

Columbia Mo 65202

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Ken Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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]
Signature by

4/7/10
Date

County-Wide Term & Supply
No Encumbrance Required
Appropriation Account

**PURCHASE AGREEMENT
FOR
TIRES – PASSENGER VEHICLES AND PATROL VEHICLES
CATEGORY 1 – PASSENGER VEHICLE TIRES
CATEGORY 3 – PURSUIT TIRES
CATEGORY 4 – TIRE RELATED SERVICES**

THIS AGREEMENT dated the 13 day of April 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Firestone Complete Auto Care**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Tires – Passenger Vehicles AND Patrol Vehicles Term & Supply**, County of Boone Request for Bid for **Tires – Passenger Vehicles, Patrol Vehicles, and Light Duty Trucks Term & Supply**, bid number **05-27JAN10**, any applicable addenda, the unexecuted Bid Form, Firestone letter dated March 15, 2010, as well as the Contractor's bid response dated **January 25, 2010** and executed by **Curtis Marr** 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, the unexecuted Bid Form and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **April 1, 2010** and extend through **June 30, 2011** 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 and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to furnish tires and services as responded to in Category 1 – Passenger Vehicle Tires, Category 3 – Pursuit Tires, and Category 4 – Tire Related Services of the Contractor's Bid Response. Items and service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County. This is a non-exclusive contract and the County reserves the right to purchase tires from other vendors.

4. Delivery and Service - Contractor agrees to deliver and service the product as set forth in the bid documents. Contractor will be required to commence work on County Vehicles within **thirty (30) minutes** of their arrival at Contractor's facilities and to continuously pursue the necessary work until completed.

5. Billing and Payment - All billing shall be invoiced to the County Department placing the order and billings may only include the prices listed in the Contractor's bid response No additional fees 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 correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event

of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services 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.

FIRESTONE COMPLETE AUTO CARE

by Curt Mann
title Manager of Tire sales
address 703 Bus coop 70w
Columbia MO 65203

BOONE COUNTY, MISSOURI

by: Boone County Commission
Ken Pearson
Ken Pearson, Presiding Commissioner

APPROVED AS TO FORM:

J. Blain
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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.)

Jane E. Pitchford
Signature by af

4/7/10
Date

County-Wide Term & Supply
No Encumbrance Required
Appropriation Account

199 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the

13th

day of April

20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the following consultant agreements:

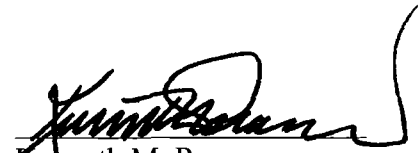
- a. Gredell Engineering Resources, Inc.
- b. Geosyntec Consultants

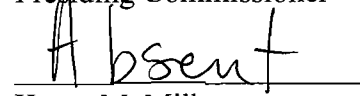
It is further ordered the Presiding Commissioner is hereby authorized to sign said agreements.

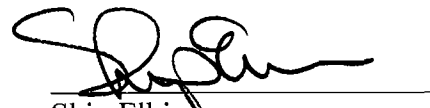
Done this 13th day of April, 2010.

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

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 13 day of April, 2010, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Geosyntec Consultants (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

13. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

14. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

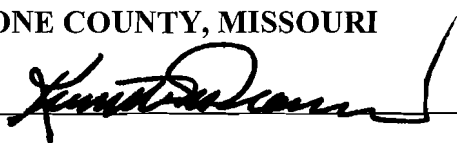
GEOSYNTEC CONSULTANTS

By 

Title Principal

Dated: 4/6/10

BOONE COUNTY, MISSOURI

By 

Presiding Commissioner

Dated: _____


APPROVED AS TO FORM:


County Attorney

ATTEST:

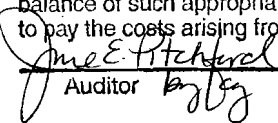

County Clerk

APPROVED:


Director, Boone County Public Works

CERTIFICATION:

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


 4/12/10 No Encumbrance
Auditor  Date Required

**WORK AUTHORIZATION CERTIFICATION
 PURSUANT TO 285.530 RSMo
 (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone)
)ss
 State of Missouri)

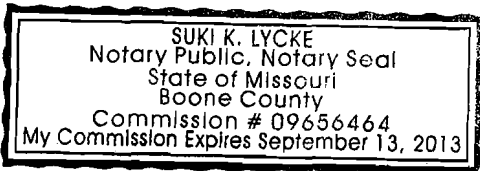
My name is Trent Stober. I am an authorized agent of Erosyntec
 Consultants (Consultant). This business is enrolled and participates in a federal work
 authorization program for all employees working in connection with services provided to the
 County. This business does not knowingly employ any person that is an unauthorized alien in
 connection with the services being provided. Documentation of participation in a federal work
 authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in
 writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter
 be in violation and submit a sworn affidavit under penalty of perjury that all employees are
 lawfully present in the United States.


 Affiant 4/6/10
Date

Trent Stober
 Printed Name

Subscribed and sworn to before me this 6th day of April, 2010.



Suki K. Lycke
 Notary Public

ATTACHMENT A
GEOSYNTEC CONSULTANTS, INC.

2010 Rate Schedule

Principal	190 \$/hr
Associate	180 \$/hr
Sr. Professional	162 \$/hr
Project Professional	145 \$/hr
Professional	125 \$/hr
Sr. Staff Professional	108 \$/hr
Staff Professional	96 \$/hr
Field Professional	84 \$/hr
Admin Assistant/Tech Word Processor	52 \$/hr
Direct Expense	Cost + 10%
Subcontracted Services	Cost + 12%
Communications Fee	3% of Professional Fees
Per Diem	46 \$/day
Photo Copies	.08 \$/per copy
Mileage	Current IRS Rate
Field Vehicle	85 \$/day
Expert Witness	250 \$/hr

Rates are provided on a confidential basis and are client and project specific.

Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics,
Consumer Price Index for All Urban Consumers.

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this ¹³ ~~23~~rd day of ~~March~~^{April}, 2010, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Gredell Engineering Resources, Inc. (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

13. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

14. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

GREDELL ENGINEERING RESOURCES, INC.

BOONE COUNTY, MISSOURI

By Thomas R. Greddell

By [Signature]

Presiding Commissioner

Title President

Dated: March 23, 2010

Dated: _____

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Attorney

County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

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

[Signature] 4/12/10 No Encumbrance Required
Auditor by/og Date Required

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Cole)
)ss
State of Missouri)

My name is Thomas R. Gredell . I am an authorized agent of Gredell Engineering Resources, Inc. (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Thomas R. Gredell 3-23-10
Affiant Date

Thomas R. Gredell
Printed Name

Subscribed and sworn to before me this 23rd day of March, 2010.

Adam R. Horn
Notary Public

<p align="center">ADAM R. HORN Notary Public - Notary Seal STATE OF MISSOURI County of Cole My Commission Expires 8/20/2013 Commission # 09857072</p>

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 10

County of Boone

} ea.

In the County Commission of said county, on the

13th

day of April

20 10

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

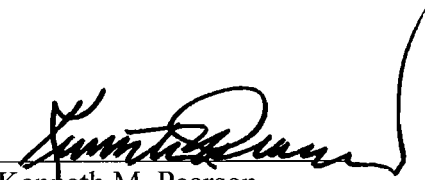
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover cost of a dual monitor system for Prosecuting Attorney Dan Knight:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1261	23050	PA Administration	Other Supplies	200.00	
1261	91301	PA Administration	Computer Hardware		200.00

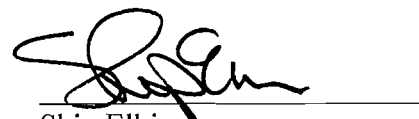
Done this 13th day of April, 2010.

ATTEST:

Wendy S. Noreh
 Wendy S. Noreh
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner

Absent
 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner



BOONE COUNTY
Department of Information Technology
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 221
Columbia, MO 65201-4890
573-886-4315

Aron Gish

Director

DATE: April 8th, 2010

TO: Ken Pearson, Presiding Commissioner
Karen Miller, District I Commissioner
Skip Elkin, District II Commissioner

FROM: Aron Gish

SUBJECT: Fixed Asset Purchase Request – Prosecuting Attorney

cc: June Pitchford, County Auditor
Caryn Ginter, Budget Analyst

Dan Knight, in the Prosecuting Attorney's Office, has requested a second monitor. The request from Bonnie Adkins reads **"When working on his cases he uses huge Excel spreadsheets, often including over 200 witnesses and hundreds of pieces of evidence. He needs to be able look at more than one document at the same time and bring information from one to the other more easily. He frequently listens to audio/video recordings and needs the ability to make notes and view the recordings at the same time. Having a 2nd screen would greatly increase his efficiency. We have the funds in our budget to cover this expense."** To add to this, Dan feels having a second monitor would greatly reduce the amount he prints to view.

The purpose of this request is to seek approval to add one new monitor to be purchased from class 9. Bonne has prepared a budget revision to accompany this fixed asset request. The budget revision would move \$200.00 from department 1261 account 23050 (Other Supplies) to account 91301 (Computer Hardware).

The total amount of the purchase will be \$141.00 for the monitor and \$57.02 for a display adapter.

Total Purchase (hardware and software): \$198.02

Total On-going Yearly Maintenance: \$ NO CHARGE

Thank you for your consideration.

BOONE COUNTY, MISSOURI
RECEIVED

Return to Auditor's Office
Please do not remove staple.

4/5/10

EFFECTIVE DATE

APR 7 2010

FOR AUDITORS USE

Department					Account					Department Name		Account Name		(Use whole \$ amounts)	
														Transfer From	Transfer To
												Decrease	Increase		
1	2	6	1		2	3	0	5	0	PA Administration	Other Supplies	200.00			
1	2	6	1		9	1	3	0	1	PA Administration	Computer Hardware		200.00		

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **Cover cost of dual monitor system for Dan Knight.**

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

Bonnie Oldknies
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

AGENDA

cg
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

Absent KS
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER



BOONE COUNTY
Department of Information Technology
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 221
Columbia, MO 65201-4890
573-886-4315

Aron Gish

Director

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Total On-going Yearly Maintenance: \$ NO CHARGE

Thank you for your consideration.



April 6, 2010 10:40 AM

State of MO-PVC-ST -- C206026001

Page 1 of 1

Quote Number: 1192938.0

Prepared By Frost, Majesty M.
World Wide Technology, Inc.
56 Weldon Parkway
St. Louis, MO 63043
Phone: 314-569-7023
Fax: majesty.frost@wwt.com
e-mail: majesty.frost@wwt.com
P.O.C.: FROST, MAJESTY M.

Submitted Date: Fisher, Trudy
Contact: Boone County, MO - Information Technology
Agency/Company:
Phone: 573-886-4315
Fax:
e-mail: tfisher@boonecountymmo.org
Bid #: HP LE1911 monitor
WWT Quote #: 1192938.0

Account Manager:
Acct. Mgr. Phone:
Acct. Mgr. e-mail:

Item	Description	Manufacturer	Part Number	Qty	Customer Unit Price	Extended Price	*ATS (Days)
1	HP Compaq LE1911 - LCD display - TFT - 19" - 1280 x 1024 / 60 Hz - 250 cd/m2 - 1000:1 - 5 ms - 0.294 mm VGA - black, silver	HEWLETT PACKARD	EM887AA#ABA	1	\$141.00	\$141.00	

Subtotal: \$141.00
0% Contract Fee (Minimum \$0.00): \$0.00
Shipping Charges: \$0.00
Grand Total: \$141.00

* ATS - Available to Ship

-To learn more about WWT's Cisco Authorized Training Courses, Rates Promotions,
-go online to <http://www.wwt.com/ciscotraining.html> or call WWT today at (800) 432-7008
Please call 888-234-8898
Option #1 - Sales/Place Order
Option #2 - Order Status/Return
Option #3 - Service (report a trouble call
Option #4 - Hardware Maintenance Pricing

LEDGER YEAR	DEPT	DEPARTMENT NAME	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2010	1261	PROSECUTING ATTORNEY	10000	10100	SALARIES & WAGES	1,108,447.00	1,108,447.00	259,048.77	849,398.23
	1261	PROSECUTING ATTORNEY		10110	OVERTIME	29,500.00	29,500.00	3,573.35	25,926.65
	1261	PROSECUTING ATTORNEY		10120	HOLIDAY WORKED	750.00	750.00	.00	750.00
	1261	PROSECUTING ATTORNEY		10200	FICA	87,110.00	87,110.00	19,425.48	67,684.52
	1261	PROSECUTING ATTORNEY		10300	HEALTH INSURANCE	106,020.00	106,020.00	35,340.00	70,680.00
	1261	PROSECUTING ATTORNEY		10325	DISABILITY INSURAN	4,101.00	4,101.00	1,238.36	2,862.64
	1261	PROSECUTING ATTORNEY		10350	LIFE INSURANCE	1,182.00	1,182.00	392.84	789.16
	1261	PROSECUTING ATTORNEY		10375	DENTAL INSURANCE	7,945.00	7,945.00	2,648.00	5,297.00
	1261	PROSECUTING ATTORNEY		10400	WORKERS COMP	5,540.00	5,540.00	1,848.00	3,692.00
	1261	PROSECUTING ATTORNEY		10500	401(A) MATCH PLAN	7,834.00	7,834.00	1,303.80	6,530.20
	1261	PROSECUTING ATTORNEY		10510	CERF-EMPLOYER PD C	3,200.00	3,200.00	672.54	2,527.46
					TOTAL	1,361,629.00	1,361,629.00	325,491.14	1,036,137.86
2010	1261	PROSECUTING ATTORNEY	20000	22500	SUBSCRIPTIONS/PUBL	24,698.00	24,698.00	6,288.46	18,409.54
	1261	PROSECUTING ATTORNEY		23000	OFFICE SUPPLIES	12,396.00	12,396.00	2,105.03	10,290.97
	1261	PROSECUTING ATTORNEY		23001	PRINTING	1,193.00	1,193.00	.00	1,193.00
	1261	PROSECUTING ATTORNEY		23050	OTHER SUPPLIES	250.00	250.00	.00	250.00
	1261	PROSECUTING ATTORNEY		23300	UNIFORMS	100.00	100.00	.00	100.00
	1261	PROSECUTING ATTORNEY		23850	MINOR EQUIP & TOOL	275.00	275.00	127.00	148.00
					TOTAL	38,912.00	38,912.00	8,520.49	30,391.51
2010	1261	PROSECUTING ATTORNEY	30000	37000	DUES	5,260.00	5,260.00	4,965.00	295.00
	1261	PROSECUTING ATTORNEY		37200	SEMINARS/CONFEREN/	1,745.00	1,745.00	125.00	1,620.00
	1261	PROSECUTING ATTORNEY		37220	TRAVEL (AIRFARE, M	935.00	935.00	.00	935.00
	1261	PROSECUTING ATTORNEY		37230	MEALS & LODGING-TR	3,347.00	3,347.00	.00	3,347.00
					TOTAL	11,287.00	11,287.00	5,090.00	6,197.00
2010	1261	PROSECUTING ATTORNEY	40000	48000	TELEPHONES	12,000.00	12,000.00	2,462.60	9,537.40
	1261	PROSECUTING ATTORNEY		48050	CELLULAR TELEPHONE	648.00	648.00	114.16	533.84
					TOTAL	12,648.00	12,648.00	2,576.76	10,071.24
2010	1261	PROSECUTING ATTORNEY	50000	59000	MOTORFUEL/GASOLINE	5,400.00	5,400.00	1,007.48	4,392.52
	1261	PROSECUTING ATTORNEY		59030	MOTOR VEHICLE LICE	59.00	59.00	.00	59.00
	1261	PROSECUTING ATTORNEY		59100	VEHICLE REPAIRS	1,500.00	1,500.00	217.32	1,282.68
	1261	PROSECUTING ATTORNEY		59105	TIRES	690.00	690.00	.00	690.00
	1261	PROSECUTING ATTORNEY		59200	LOCAL MILEAGE	1,000.00	1,000.00	.00	1,000.00
					TOTAL	8,649.00	8,649.00	1,224.80	7,424.20
2010	1261	PROSECUTING ATTORNEY	60000	60050	EQUIP SERVICE CONT	3,632.00	3,632.00	940.50	2,691.50
	1261	PROSECUTING ATTORNEY		60200	EQUIP REPAIRS/MAIN	200.00	200.00	.00	200.00
					TOTAL	3,832.00	3,832.00	940.50	2,891.50
2010	1261	PROSECUTING ATTORNEY	70000	71100	OUTSIDE SERVICES	1,000.00	1,000.00	.00	1,000.00

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PAGE 2

LEDGER YEAR	DEPT NAME	DEPARTMENT	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2010	1261	PROSECUTING ATTORNEY	70000	71500	BUILDING USE/RENT	140,360.00	140,360.00	46,788.00	93,572.00
	1261	PROSECUTING ATTORNEY		71600	EQUIP LEASES & MET	205.00	205.00	51.65	153.35
					TOTAL	141,565.00	141,565.00	46,839.65	94,725.35
					TOTAL	1,578,522.00	1,578,522.00	390,683.34	1,187,838.66

* * * E N D O F R E P O R T * * *

4/7/2010

FY 2010
Budget Amendments/Revisions
Prosecuting Attorney (1261)

<u>Index #</u>	<u>Date Recd</u>	<u>Dept</u>	<u>Account</u>	<u>Dept Name</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	4/7/2010	1261	23050	Prosecuting Attorney	Other Supplies		200	Cover cost of dual monitor system for Dan Knight	
		1261	91301	Prosecuting Attorney	Computer Hardware	200			

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

13th

day of April

20 10

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

Now on this day the County Commission of the County of Boone does hereby ratify the Presiding Commissioner's signature on the real estate contract between Boone County, Missouri, and Marissa Bennett, Rowlin Stone, and Sherry Wansing, for the purchase of 2001 Rolling Hills Road.

Done this 13th day of April, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

REAL ESTATE CONTRACT

THIS CONTRACT, which shall become effective when all of the parties hereto have placed their signatures and the date signed on the last page of this contract, by and between **MARISSA BENNETT, ROWLIN STONE and SHERRY WANSING, tenants in common,** hereinafter referred to as **Seller**, and the **County of Boone**, by and through its County Commission, a political subdivision of the State of Missouri, hereinafter referred to as **Buyer**.

WITNESSETH:

FOR AND IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN-AFTER MADE, The Seller and Buyer mutually agree as follows, to wit:

1. **PREMISES**: Seller does hereby agree to sell and convey to the Buyer and the Buyer agrees to purchase from Seller the real estate commonly known as 2001 Rolling Hills Road, Columbia, Boone County, Missouri, with the legal description on Seller's title policy to be procured as set out herein to control.

2. **SURVEY**: The Seller shall not be required to furnish a land title survey by a registered land surveyor. Should Buyer desire to obtain such survey, the Buyer may do so at Buyer's expense and in such event, the surveyor engaged by the Buyer may have access to the premises in order to initiate and complete the survey for the Buyer.

3. **CONSIDERATION**: The purchase price is **One Hundred Fifty Six Thousand Dollars (\$156,000.00)** which Buyer agrees to pay as follows:

a) On the date of closing, the Buyer shall pay to the Seller the net amount due after all appropriate adjustments or set-offs provided for herein (in paragraphs 5 and 24), in cash or by bank certified funds.

4. TITLE: The Seller shall convey by Deed of Independent Personal Representative a marketable title of record, free and clear of all liens and encumbrances. The term "marketable title" used herein shall be construed to mean marketable title as defined by the Title Examination Standards of the Missouri Bar.

5. EVIDENCE OF TITLE: The Seller shall furnish to Buyer as owner's policy of title insurance in the amount of the purchase price from **Boone Central Title Company** in downtown Columbia, Missouri. A copy of the Commitment to Insure issued by Boone Central Title Company shall be furnished to the Buyer for examination prior to closing and Buyer shall have the right to examine such Commitment and to specify and objections in writing to the Seller. Objections to title not in writing except liens of record shall be deemed waived. If there are objections to title, then, the Seller shall, within a reasonable time after being notified of objections, perfect title and if title cannot be perfected within a reasonable time, this contract shall become null and void.

6. CONSUMMATION: If it be determined that the Seller has marketable title, the Seller shall deliver Seller's Deed of Independent Personal Representative properly executed and conveying said real estate and the Buyer shall pay the cash required. Subject to the stipulations, requirements and conditions herein contained, the closing date of this contract shall be on the 2nd day of April, 2010, or an adjusted date as may be agreed upon by the Seller and Buyer. Closing shall be completed at the office of the title insurance company in Columbia, Missouri, on or about 1:30 p.m. on the date specified herein, or at such other time and place as may be agreed upon by the Seller and Buyer, arrangements about which have been communicated and concurred upon by the Seller and the Buyer.

7. DEFAULT: If Seller has kept Seller's part of this contract, and Buyer fails to do so, then, this contract may or may not be operative thereafter, at the option of the Seller, and in the event Seller shall declare the contract inoperative, then, the Buyer shall pay the Seller the sum of \$1,000.00 as liquidated damages in such event. This contract shall thereafter be terminated. Should this contract not be closed due to the fault of the Seller, then, the Buyer shall have, in addition to all other rights provided by law, the right to pursue specific performance of this Agreement and recover from Seller all related costs, including a reasonable attorney's fee, in pursuing said remedy.

8. POSSESSION: The Seller shall deliver possession of ownership to the Buyer on the date of closing of this contract.

9. INSURANCE: Seller shall bear all risk of loss and shall keep all insurance on said premises effective until delivery of deed. Should any of the principal buildings on said premises be destroyed or damaged so that they are unfit for their ordinary and customary use, Buyer shall have the option of declaring this agreement null and void, or, Buyer shall receive the insurance payment and performance of this agreement shall be completed.

10. CONTRACT TO SURVIVE CLOSING: Any agreement to be performed after closing shall be performed pursuant to this contract which shall survive closing.

11. FIXTURES: The conveyance to be made hereunder contemplates that title to all improvements and fixtures on the real estate shall pass to the Buyer at closing.

12. PERSONAL PROPERTY: It is further specifically understood and agreed that at closing, title to the following described items of personal property shall pass from the Seller to the Buyer by operation of the closing process and without Bill of Sale being required, to wit:

Shades, curtain and drapery hardware; blinds, shutters, storm sashes and doors; screens; smoke alarms; water heaters; attached floor covering; ovens and ranges; electric garage door openers and controls; ceiling fans; attached mirrors; attached shelving; exterior gas or electric lights; installed lighting fixtures; ventilation and exhaust fans; attached fireplace equipment and door; dishwasher; all built-in heating, cooling and plumbing equipment and fixtures; garbage disposal.

The Buyer agrees to accept such items in their present condition and acknowledges that no warranty or guarantee has been made by the Seller in respect thereto, except as provided elsewhere herein.

13. EXCLUDED PERSONAL PROPERTY: It is specifically understood and agreed that there shall be excluded from the sale the following personal property: _____
_____.

14. LOAN CONTINGENCY: This contract is not subject to any loan contingency.

15. PROPERTY CONDITION, REPRESENTATIONS AND INSPECTIONS: These representations shall remain effective whether or not inspections are conducted in accordance with the Inspections section of this contract.

A. Seller's Declarations: Except as disclosed in this contract or contract attachments, Seller warrants and represents to Buyer that Seller has no notice of: (1) Planned or commenced public improvement which may result in special assessment or otherwise directly and materially affect the property; (2) Any government agency or court order requiring repairs, alterations or correction of any existing conditions; (3) Any mechanics liens or other encumbrances which may be assessed to the property; and (4) Seller has no knowledge of the existence of past uncorrected defects or problems with the property.

B. **Buyer's Independent Evaluation:** Except for inspection rights set forth in writing, Buyer accepts the premises in its present condition. Buyer agrees that any representations or statement of condition is not material to Buyer's decision to purchase the property, and Buyer assumes sole responsibility for verifying the accuracy of such information.

16. **INSPECTIONS:** This contract is contingent upon Buyer being satisfied with the results of the following inspections. Any inspections shall be performed at the Buyer's sole expense. Failure to obtain an inspection shall constitute a waiver of any condition the inspection would have disclosed. Buyer shall have 21 days from the date of receipt of a signed copy of this contract to obtain any inspection and notify Seller in writing of any results unsatisfactory to Buyer. If Seller has not received such written notice at or prior to the end of the inspection period, Buyer shall be deemed to be satisfied with the results of said inspection(s). If Buyer terminates the contract, any earnest money paid shall be returned to Buyer; otherwise, Buyer and Seller must resolve by written agreement, before the end of the inspection period, those items deemed unsatisfactory by Buyer. If Buyer and Seller are unable to reach written agreement as to those items or an appropriate adjustment in the contract price, then this contract shall become void at the end of the inspection period and any earnest money paid shall be returned to Buyer. The following inspections are contemplated by the contract: Environmental assessment; flood zone determination certification; lead paint; and compliance with all applicable regulations; zoning; and any other inspections deemed necessary by the Buyer.

17. **FINAL WALK-THROUGH:** Except as disclosed in this contract, Seller shall keep the lawn mowed and shall maintain until the date of closing all of the property in the same condition as it was on the date Buyer first signed this document. Buyer or Buyer's representative

shall have the right, prior to closing, to enter and inspect the property. This right is not for the purpose of conducting any of the inspections indicated above, but for Buyer or representative of the Buyer to (1) see that the general condition of the property is the same as it was on the date Buyer first signed this document and, (2) if applicable, to inspect those items as previously resolved by written agreement of Buyer and Seller. The parties agree, at Seller's expense, to have all the utilities turned on during the period specified for this final walk-through.

18. LEAD-BASED PAINT DISCLOSURE: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. The Disclosure of Information on Lead-Based Paint is attached hereto and incorporated into this contract by reference.

19. WARRANTIES: It is understood and agreed that the Seller has made no representation or warranty of fitness as to the character, condition or suitability of the buildings and structures on said real estate, and the Buyer agrees to accept such premises in their current condition, subject to the provisions of this agreement.

20. REAL ESTATE AGENT OR BROKER: It is also understood and agreed that no real estate agent or broker has been the producing cause of this sale and that the buyer did not learn of or about the availability of this real estate for purchase by and through a real estate agent, broker or firm, and that no real estate agent, broker or firm negotiated this sale for the Seller.

21. CONTRACT BINDING ON SUCCESSORS AND ASSIGNS: The Covenants herein contained shall bind and the benefits shall insure to the respective heirs, executors, and assigns of the parties hereto.

22. Whenever the words "Seller" and "Buyer" are used herein, they shall be construed to be either singular or plural, as the circumstances may actually be.

23. CONTRACT NOT CONTINGENT UPON APPRAISAL: This Contract is NOT contingent on the results of any appraisal.

24. TAXES, ASSESSMENTS, RENTS: Sellers will pay in full all state, county and municipal taxes and assessments, general and special, which are a lien on the property; except taxes for this calendar year, which will be prorated as the date of delivery of the deed. If the amount of taxes cannot then be ascertained, proration will be computed on the amount of general taxes for the preceding calendar year.

25. ACCESS TO PROPERTY: Sellers will permit inspections of the property as required by Buyers' lender, upon reasonable advance notice to Sellers; Buyers and Sellers may be present during inspections.

SELLER:

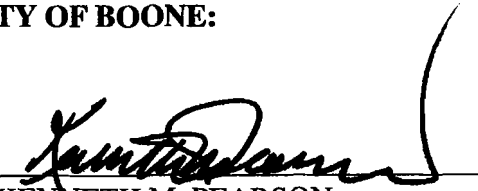
Marissa K. Bennett 2-13-10
MARRISSA BENNETT DATE

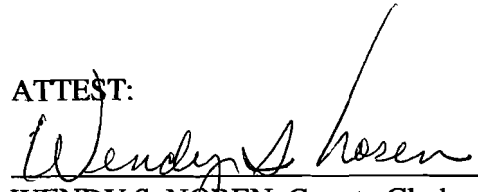
Rowlin D Stone 2-13-10
ROWLIN STONE DATE

Sherry Wansing 2-13-10
SHERRY WANSING DATE


BUYER:

COUNTY OF BOONE:

BY: 
KENNETH M. PEARSON
Presiding Commissioner

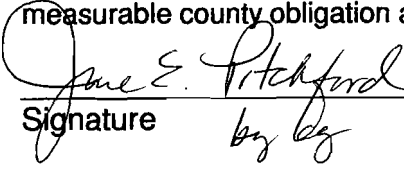
ATTEST:

WENDY S. NOREN, County Clerk *DKB*

APPROVED AS TO FORM:


C.J. DYKHOUSE, County Counselor

AUDITOR CERTIFICATION

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

	3/31/10	2045-71118
Signature <i>by</i>	Date	Appropriation Amount

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the

13th

day of April

20 10


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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of Boone County facilities by TRAMA Textiles Talent Show/ Fundraiser Saturday, April 24th from 1:00 pm to 5:00 pm.

Done this 13th day of April, 2010.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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



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

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

Description of Use: TRAMA Textiles Talent Show/Fundraiser

Date(s) of Use: Saturday, April 24th

Time of Use: From: 1pm a.m./p.m. thru 5pm a.m./p.m.

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

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

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

Name of Organization/Person: TRAMA Textiles

Organization Representative/Title: Fundraiser Chair/Betsy Shirey

Address/Phone Number: 1200 E. Broadway, #2684, Columbia, MO 65215

Date of Application: April 8, 2010

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

Wendy S. Noreus
 County Clerk

BOONE COUNTY, MISSOURI

[Signature]
 County Commissioner

DATE: 4-13-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

13th

day of April

20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of Boone County facilities by Rain – Central Missouri, Inc. June 27th from 10:00 am thru 6:00 pm.

Done this 13th day of April, 2010.

ATTEST:

Wendy S. Moren
Wendy S. Moren
Clerk of the County Commission

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner



RECEIVED APR 12 2010

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

Description of Use: **2010 Salute to Life Walk and National HIV Testing Day**

Date(s) of Use: **June 27, 2010**

Time of Use: From: **10:00 a.m. thru 6:00p.m.**

Facility requested: **Courthouse Grounds X Courtyard Square X Chambers X Rm220^{ms} X Rm208^{no} X Rm139^{no} X Centralia Office N/A**

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

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

Name of Organization/Person: **Rain-Central Missouri, Inc.**

Organization Representative/Title: **Kimberly L. Wright, Operations Manager; E-mail: kwright@missourirain.org**

Address/Phone Number: **1123 Wilkes Blvd., Ste. 250, Columbia, MO 65201; Phone: (573) 875-8687; Fax: (573) 875-8659**

Date of Application: **April 12, 2010**

Website: **www.missourirain.org**

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Noren
County Clerk

[Signature]
County Commissioner

DATE: 4-13-2010