

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 19th day of February 20 04

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

Now on this day the County Commission of the County of Boone does hereby establish:

AN ORDER ORDERING PROJECT NUMBER 9750, GOOD TIME ACRES NEIGHBORHOOD IMPROVEMENT DISTRICT IMPROVEMENTS TO BE MADE AND AUTHORIZING THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, TO OBTAIN FINANCING, REIMBURSE ITSELF AND RECORD WITH RECORDER OF DEEDS.

WHEREAS, pursuant to Sections 67.453 to 67.475, inclusive, RSMo, named the Neighborhood Improvement District Act (the "Act"), the County Commission of Boone County, Missouri has heretofore determined the Good Time Acres Neighborhood Improvement District Project number 9750 to be advisable and ordered plans and specifications for the Project to be prepared by Commission Order 33-2004; and

WHEREAS, plans and specifications for said Project, including the estimated cost, were submitted to the County Commission, an assessment roll was prepared and, pursuant to notice duly given, a hearing was held on the proposed improvements and assessments:

NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI:

Section 1. The plans and specifications for the Good Time Acres Neighborhood Improvement District Project, Project Number 9750, providing for an estimate cost of \$139,474.94 will be assessed against property benefited by the improvements, are hereby determined to be final and complete and the improvements described therein are ordered to be made.

Section 2. The County of Boone expects to make expenditures on and after the date of passage of this Order in connection with the Project, and the County of Boone intends to reimburse itself for such expenditures with the proceeds of notes or bonds of the County of Boone. The maximum principal amount of notes or bonds expected to be issued for the Project is \$174,343.68.

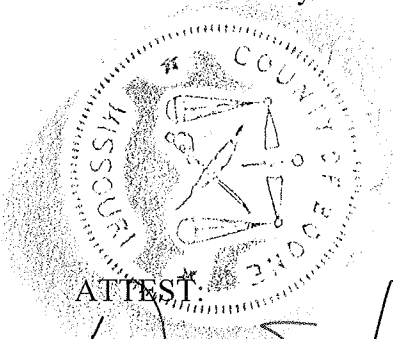
Section 3. The County of Boone hereby authorizes the Treasurer to issue temporary notes pursuant to the Act to finance the costs of the Project until the Project is completed and final costs are determined for the purpose of making assessments against the owners of property within the district.

Section 4. This Order and the proposed assessment roll for the Project, a copy of which is attached hereto as **Exhibit A**, is ordered and directed to be filed by the Clerk of Boone County, in the real estate records of the Recorder of Deeds of Boone County, Missouri.

Section 5. This Order shall be in full force and effect from and after its passage.

PASSED and APPROVED by the County Commission of Boone County this 19th day of February, 2004.

Done this 19th day of February, 2004.



ATTEST:

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

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner



Recorded in Boone County, Missouri

Date and Time: 02/19/2004 at 03:22:01 PM

Instrument #: 2004004164 Book:02443 Page:0092

Grantor: BOONE COUNTY COMMISSION

Grantee: GOOD TIME ACRES NEIGHBORHOOD IMPROV...

Instrument Type: ODR

Recording Fee: \$33.00 E

No. of Pages: 5

Bettie Johnson
Bettie Johnson, Recorder of Deeds



**RECORDER OF DEEDS CERTIFICATE
BOONE COUNTY, MISSOURI
EXEMPT DOCUMENT**

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Bettie Johnson
Recorder of Deeds
801 E Walnut, Room 132
Columbia, Missouri 65201
573-886-4345

GOOD TIME ACRES NEIGHBORHOOD IMPROVEMENT DISTRICT

OWNERS LIST

BOONE COUNTY MO FEB 19 2004

ID #	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	SQUARE FOOTAGE	% SIGNED	PROPOSED ASSESSMENT
1	20-307-01-00-019.00	LEIPARD	MICHAEL L	LEIPARD	CONNIE M	165 E HOEDOWN DR	Columbia	MO	65203	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described by Survey recorded in Book 410, Page 29, of the Boone County, Missouri Records.	18,731	\$	8,204.41
2	20-307-01-02-002.00	SAPP ETAL	TERRY L			2101 w. Broadway # 103-316	Columbia	MO	65203	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described by Warranty Deed Recorded in Book 407, Page 940, of the Boone County, Missouri Records.	7,270	\$	8,204.41
3	20-307-01-02-003.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 18 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.	14,399	14,399 \$	8,204.41
4	20-307-01-02-004.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 17 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.	9,760	9,760 \$	8,204.41
5	20-307-01-02-005.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 16 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.	9,920	9,920 \$	8,204.41
6	20-307-01-02-006.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 15 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.	9,144	9,144 \$	8,204.41
7	20-307-01-02-007.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 14, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	9,398	9,398 \$	8,204.41
8	20-307-01-02-008.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 13, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	8,910	8,910 \$	8,204.41
9	20-307-01-02-009.00	WELLINGTON	JASON THOMAS	WELLINGTON	ROSE ANN	4658 YEAGER ROAD	Columbia	MO	65202	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 12, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	9,630	9,630 \$	8,204.41
10	20-307-01-02-010.00	BOCK	ALLEN D			5768 S BETHEL CHURCH ROAD	Columbia	MO	65203	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 11, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	9,450	9,450 \$	4,102.21
11	20-307-01-02-011.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 8, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	14,608	14,608 \$	8,204.41
12	20-307-01-02-012.00	DODGE	MONTY D.	DODGE	JERILYN K.	4401 N. BRIDLE SPUR LN	ROCHEPORT	MO	65279	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 7, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	8,436	8,436 \$	8,204.41
13	20-307-01-02-015.00	DODGE	MONTY D.	DODGE	JERILYN K.	4401 N. BRIDLE SPUR LN	ROCHEPORT	MO	65279	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 6, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	6,490	6,490 \$	8,204.41
14	20-307-01-02-016.00	DODGE	MONTY D.	DODGE	JERILYN K.	4401 N. BRIDLE SPUR LN	ROCHEPORT	MO	65279	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 5, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	7,300	7,300 \$	8,204.41
15	20-307-01-02-017.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 4, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	8,475	8,475 \$	8,204.41
16	20-307-01-02-018.00	NJE LLC				3315 Berrywood , Suite 101	Columbia	MO	65201	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 3, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	12,950	12,950 \$	8,204.41
17	20-307-01-02-019.00	BOEDEKER	EMMETT CHARLES	WYSS	BARBARA JEAN	532 W. ROUTE K	Columbia	MO	65203	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 2, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	8,432	\$	8,204.41
18	20-307-01-02-020.00	PERKINS	JOSEPH W.	PERKINS	CAROL SUE	5791 S ROUTE K	Columbia	MO	65203	Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 1, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.	21,230	\$	4,102.21
										4.47 Acres	194,533	138,870	
										% BY LAND		0.71	
										% BY OWNERS		0.78	
										A total of 130,338 SF must be in favor in order to obtain the 67% required. A total of 12 properties must also be in favor in order to obtain the 67% required. Area and ownership must be obtained in order to proceed.			
	11/3/2003												
	The above information is based off the Assessors Records as of the date shown												

WENDY S. NOREN
BOONE COUNTY CLERK
801 E. Walnut Room 236
Columbia MO 65201

CERTIFICATE OF MAILING

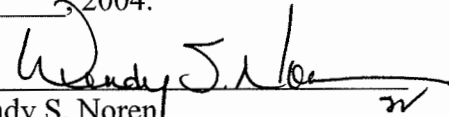
STATE OF MISSOURI }
 }
COUNTY OF BOONE }

I, the undersigned, County Clerk of Boone County, Missouri, do hereby certify that on January 29, 2004, I mailed to all of the owners of the property affected thereby, at their last known post office address, a Notice of Hearing and Statement of Cost Proposed to be Assessed against their property in a Neighborhood Improvement District established in Boone County, Missouri, for the Good Time Acres Neighborhood Improvement District, in preparation for the hearing scheduled to be held at 9:15 a.m. on February 10, 2004, to consider the proposed assessment and to hear any and all oral or written objections thereto.

A sample of the form of such Notice of Hearing and Statement of Cost Proposed to be Assessed is attached hereto.

WITNESS my hand and seal on 29 January 2004.

(SEAL)


Wendy S. Noren
County Clerk Boone County, Missouri

**WENDY S. NOREN
BOONE COUNTY CLERK**

801 East Walnut, Room 236
Columbia, Missouri 65201

**NOTICE OF HEARING AND
STATEMENT OF COST PROPOSED TO BE ASSESSED**

January 29, 2004

**Good Time Acres Neighborhood Improvement District
Boone County, Missouri**

Description of Property: Land in the W 1/2 of NW 1/4 of Section 1, T 47 N, R 13 W described as Lot 2, Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.

Assessor Number: 20-307-01-02-019.00

EMMETT CHARLES BOEDEKER
BARBARA JEAN WYSS
532 W. ROUTE K
Columbia, MO 65203

PROPOSED ASSESSMENT: \$ 8,204.41

As owner of record of the property described above in the Neighborhood Improvement District established in Boone County, Missouri, for the above-named Project, you are hereby notified that the portion of the cost of the Project shown above is proposed to be assessed against your property.

The amount finally assessed on such property will be determined from the actual final project cost, and cannot exceed the proposed assessment shown above by more than 25% without additional authorization by petition or election.

You are hereby further notified that the County Commission of the County will meet on **February 10, at 9:15 a.m.**, at the Boone County Commission Chambers, 801 East Walnut, Columbia, Missouri, for the purpose of considering the proposed improvements and assessments.

The proposed Assessment Roll for the above said improvements and the plans and specifications and estimated costs thereof are on file in my office for public inspection.

WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID HEARING.

If you have any questions, please call or write to:

John P. Watkins II
Project Development Manager
Boone County Public Works
5551 Highway 63 South
Columbia MO 65201
Tel: 573-449-8515

SAMPLE

(SEAL)

Wendy S. Noren
County Clerk,
Boone County, Missouri

Notice of Hearing
Goodtime Acres
Neighborhood Improvement District

Boone County, Missouri: Notice is hereby given that a hearing will be held on Tuesday, February 10, 2004 at 1:15 p.m. in the Boone County Commission Chambers, 801 E. Walnut, Columbia, MO for the purpose of considering the improvements herein described.

1. Project Name: Goodtime Acres Neighborhood Improvement District
2. General Nature of Improvements: For the purpose bringing Hoe Down Drive and Square Circle to a paved standard that is acceptable for the County to take over for Maintenance.
3. The estimated cost of the project is \$139,474.94.
4. All of the Project cost will be assessed against the owners of property within the District. The final cost of the Project to be assessed against owners of property within the District shall not exceed the estimated cost by more than 25%.
5. The boundaries of the Neighborhood Improvement District to be assessed for the Project are located in the W ½ of the NW ¼ of Section 1, T 47 N, R 13 W , in Boone County, Missouri, described by:

Survey recorded in Book 410, Page 29, of the Boone County, Missouri Records.

Warranty Deed Recorded in Book 407, Page 940, of the Boone County, Missouri Records.

Lots 15, 16, 17 & 18 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14 of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 28, of the Boone County, Missouri Records.

6. Method of Assessment: The final improvement cost shall be assessed equally on a per lot / tract assessment, except for Lot 1 & Lot 11, which will only pay ½ of a lot assessment and shall be payable in not more than ten (10) substantially equal annual installments in accordance with the laws of the State of Missouri and consistent with the administrative policies of the County of Boone. The proposed assessments roll for the improvements, projects plans and specifications and estimated costs thereof, are on file in my office for public inspection. **WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT THE HEARING**

Wendy S. Noren
County Clerk
Boone County, Missouri

Boone County Public Works
John Watkins II
5551 Hwy 63 South
Columbia, MO 65201

*Attn:
Shawna*

AFFIDAVIT OF PUBLICATION AND INVOICE

PO # Invoice #30788573

STATE OF MISSOURI

County of Boone

}
} ss.

Notice of Hearing
Good Time Acres Neighborhood Improvement District
Boone County, Missouri: Notice is hereby given that a hearing will be held on Tuesday, February 10, 2004 at 9:15 a.m. in the Boone County Commission Chambers, 801 E Walnut, Columbia, MO for the purpose of considering the improvements herein described.

1. Project Name: Good Time Acres Neighborhood Improvements District
2. General Nature of Improvements: For the purpose bringing Home Drive a nd Square Circle to a paved standard that is acceptable for the County to take over for maintenance.
3. The estimated cost of this project is \$139,474.94.
4. All of the project cost will be assessed against the owners of property within the District. The final cost of the Project to be assessed against owners of property within the District shall not exceed the estimated cost by more than 25%.
5. The boundaries of the Neighborhood Improvement District to be assessed for the Project are located in the W 1/2 of the NW 1/4 of Section 1, T 47 N, R 13 W, in Boone County, Missouri, described by: Survey recorded in Book 410, Page 29, of the Boone County, Missouri Records. Warranty Deed Recorded in Book 407, Page 940, of the Boone County, Missouri Records.
Lots 15, 16, 17 & 18 of the Replat of Good Time Acres, as shown on the Plat recorded in Plat Book 11, Page 70, of the Boone County, Missouri Records.
6. Method of Assessment: The final cost shall be assessed equally on a per lot/tract assessment, except for Lot 1 & Lot 11, which will only pay 1/2 of a lot assessment and shall be payable in not more than ten (10) substantially equal annual installments in accordance with

I, Daniel S. Potter being duly sworn according to law state that I am one of the publishers of the Columbia Missourian, a daily newspaper of general circulation in the County of Boone where located: which has been admitted to the Post Office as second class matter in the City of Columbia, Missouri the city of publication: which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provision of Section 493.050, Revised Statutes of Missouri, 1969. The affixed notice appeared in said newspaper on the following consecutive issues:

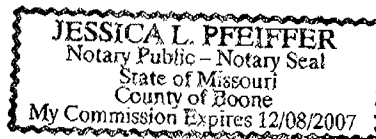
1st	Insertion February 1	2004
2nd	Insertion	2004
3rd	Insertion	2004
4th	Insertion	2004
5th	Insertion	2004
6th	Insertion	2004
7th	Insertion	2004
8th	Insertion	2004
9th	Insertion	2004
10th	Insertion	2004
11th	Insertion	2004
12th	Insertion	2004
13th	Insertion	2004
14th	Insertion	2004
15th	Insertion	2004
16th	Insertion	2004
17th	Insertion	2004
18th	Insertion	2004
19th	Insertion	2004
20th	Insertion	2004
21st	Insertion	2004

COLUMBIA MISSOURIAN PRINTER'S FEE \$67.65

By *Daniel S. Potter*
(Daniel S. Potter, General Manager)

Subscribed and sworn to before me this 9th day of February, 2004

Jessica L. Pfeiffer
(Jessica L. Pfeiffer, Notary Public)
My Commission Expires December 8, 2007



Boone County Public Works
John Watkins II
5551 Hwy 63 South
Columbia, MO 65201

AFFIDAVIT OF PUBLICATION AND INVOICE

PO # _____ Invoice #30788573 STATE OF MISSOURI)
County of Boone) ss.

the laws of the State of Missouri and consistent with the administrative policies of the County of Boone. The proposed assessments roll for the improvements, projects plans and specifications and estimated cost thereof, are on file in my office for public inspection. WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT THE HEARING

Wendy S. Noren
County Clerk
Boone County, Missouri
Insertion Date: February 1, 2004

I, Daniel S. Potter being duly sworn according to law state that I am one of the publishers of the Columbia Missourian, a daily newspaper of general circulation in the County of Boone where located: which has been admitted to the Post Office as second class matter in the City of Columbia, Missouri the city of publication: which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provision of Section 493.050, Revised Statutes of Missouri, 1969. The affixed notice appeared in said newspaper on the following consecutive issues:

1st	Insertion February 1	2004
2nd	Insertion	2004
3rd	Insertion	2004
4th	Insertion	2004
5th	Insertion	2004
6th	Insertion	2004
7th	Insertion	2004
8th	Insertion	2004
9th	Insertion	2004
10th	Insertion	2004
11th	Insertion	2004
12th	Insertion	2004
13th	Insertion	2004
14th	Insertion	2004
15th	Insertion	2004
16th	Insertion	2004
17th	Insertion	2004
18th	Insertion	2004
19th	Insertion	2004
20th	Insertion	2004
21st	Insertion	2004

COLUMBIA MISSOURIAN PRINTER'S FEE \$67.65

By
(Daniel S. Potter, General Manager)

Subscribed and sworn to before me thisday of 2004

.....
(Jessica L. Pfeiffer, Notary Public)
My Commission Expires December 8, 2007

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 19th day of February 20 04

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

Now on this day the County Commission of the County of Boone does hereby award bid 05-27JAN04 for County Roadside Trash Pickup to Handyman Haulers. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 19th day of February, 2004.

Keith Schnarre
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, Rm 209
Columbia, MO 65201
(573) 886-4392
Fax (573) 886-4390

50-2004

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 05-27JAN04 – County Roadside Trash Pickup
DATE: February 9, 2004

The Public Works Department and the Purchasing department have reviewed the response received for the above referenced bid. We recommend awarding to Handyman Haulers for having the best bid meeting our minimum specifications. This is a term and supply contract with \$1,200.00 budgeted for this service to be paid from organization 2040 account 71100.

The bid tabulation is attached.

Bid Tabulation

05-27JAN04 - County Roadside Trash Pickup

		Handyman Haulers
4.7.1.	PER HOUR CHARGE	\$ 70.00
4.7.2.	List of Equipment	Included
4.7.3.	Maximum % increase for: 2nd Year	0
	3rd Year	0
	4th Year	10
	5th Year	0
4.7.4.	Contact information	Included

No bid

Crown Power and Equipment

**PURCHASE AGREEMENT
FOR
COUNTY ROADSIDE TRASH PICKUP**

THIS AGREEMENT dated the 19 day of Feb 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" Handyman Haulers, 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 County Roadside Trash Pickup, bid number 05-27JAN04 Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated January 10, 2004 and executed by James A. Lowhorn 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, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, all prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through March 1, 2005 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four 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; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the service identified and responded to. Items 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.

4. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all 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.

5. 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.

6. 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.

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

HANDYMAN HAULERS

by James Johnson
title owner
address 6720 W. Patton Chapel
Columbia MO 65202

BOONE COUNTY, MISSOURI

by Boone County Commission
Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

2040-71100 Term/Supply

no encumbrances required 2/10/04
Signature Dyke Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

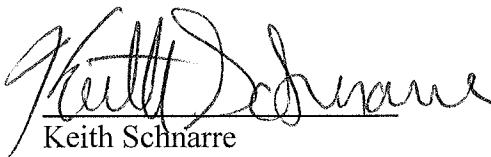
February Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 19th day of February 20 04

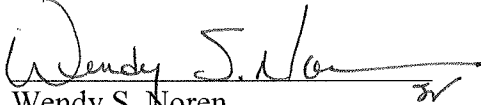
the following, among other proceedings, were had, viz:

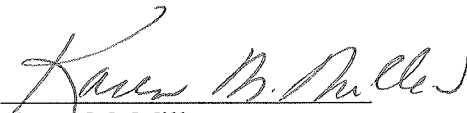
Now on this day the County Commission of the County of Boone does hereby approve the recommendation from the Boone County Public Works Department to place "No Parking Here to Corner" signs on each side of Broadview Court, Rainbow Drive, and Sunshine Drive approximately 40 feet from the intersection of each road with Richland Road.

Done this 19th day of February, 2004.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner



Boone County Public Works

Memorandum

Date: February 6, 2004

To: David Mink

From: Allison Anderson

Re: Broadview Court, Rainbow Drive, and Sunshine Drive No Parking Signs – Sunrise Estates Subdivision

A citizen requested the Department to evaluate placing “No Parking” signs on Broadview Court at the intersection with Richland Road to improve sight distance. Currently cars park on both sides of Broadview Court near the intersection to access the duplexes on Richland Road. On-street parking is not possible on Richland Road. The roadway width of Broadview Court is 28 feet and when cars park on both sides of the road at the intersection the travel area is significantly reduced. Consequently, only one car at a time can navigate the intersection and a potential traffic hazard is created at the intersection between vehicles turning from Broadview Court to Richland Road and vice versa. This situation can also occur on Rainbow Drive and Sunshine Drive since each of these roads has a similar layout to Broadview Court. Therefore, the Department is proposing to install “No Parking Here to Corner” signs on each side of Broadview Court, Rainbow Drive, and Sunshine Drive approximately 40 feet from the intersection.

In addition, there are some large cedar trees along north side of Richland Road east of the intersection with Broadview Court that obstruct the sight distance to the east from Broadview Court. The right of way along Richland Road in this area is approximately 30 feet from the edge of road. The Department is proposing to trim the cedar trees that are in the right of way to improve the sight distance to the east.

The attached aerial shows the proposed work. The “No Parking Here to Corner” signs will require Commission approval prior to placement. Please share this information with the Commission to see if they would support the recommendations.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 19th day of February 20 04

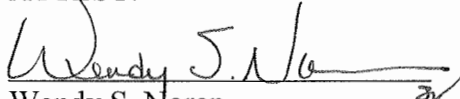
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following agreements with the City of Columbia:

- Animal Control Agreement
- Public Health Services Agreement

Done this 19th day of February, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

AGREEMENT

52-2064

THIS AGREEMENT, made and entered into this 17th day of March, 2004, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

IN CONSIDERATION of the mutual covenants herein contained, it is hereby agreed by and between the Parties as follows:

1. The City agrees to provide the equivalent of two full-time (2 F.T.E) benefited animal control officers for services to Boone County residents living outside the corporate limits of the City. All officers so provided shall be suitably trained employees of the City.

2. The City will provide appropriate materials and supplies associated with supporting the personnel listed in paragraph 1. Items in this category include but are not limited to automotive fuel, automotive parts, and small tools.

3. The City has, from time to time, entered into contracts with the Central Missouri Humane Society, a Missouri not-for-profit corporation, for the provision of office space, telephone answering and dispatching, certain after-hours services, and kennel facilities. Copies of any such future contracts between the City and the Humane Society for these services during the term of this agreement shall be forwarded to the Boone County Commission for informational purposes.

4. Capital items previously purchased by the City to provide animal control services for Boone County, the cost of which has been reimbursed by the County, shall continue to be used to provide services under this agreement. Such items, however, shall be returned to the County within thirty (30) days of termination of this agreement unless the parties, by written agreement, provide otherwise.

5. The County shall reimburse City for the actual personnel costs of employees assigned to the County to fulfill its obligations under this agreement. The County shall pay City a proportionate share (33%) of the materials and supplies, utilities, travel and training, and other miscellaneous services and intra-governmental charges of the Animal Control division of the City's Health Department. The proportionate amount shall be determined by dividing the total cost for each such category by the number of City animal control officers and multiplying that number by the two full-time equivalent employees provided County under this agreement.

6. An estimate of the County's annualized cost under this agreement is set forth in Schedule A which is attached to and made a part of this agreement.

7. The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2005, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will accompany each quarterly report. The County will not be obligated to render payment until such statistical report is received.

8. This agreement shall be in full force and effect during calendar year 2004; provided, however, that either party may terminate this agreement upon thirty (30) days written notice of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

THE CITY OF COLUMBIA, MISSOURI

BY: Raymond A. Beck

Raymond A. Beck, City Manager

ATTEST:

Sheela Amin
Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann
Fred Boeckmann, City Counselor

BOONE COUNTY, MISSOURI

BY: Keith Schnarre
Keith Schnarre, Presiding Commissioner

BY: Karen Miller
Karen Miller, District I Commissioner

BY: Skip Elkin
Skip Elkin, District II Commissioner

ATTEST:

Wendy Noren
Wendy Noren, County Clerk

APPROVED AS TO FORM:

John Patton
John Patton, County Counselor

Certification:

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

June Pitchford by KF 2/6/2004
Boone County Auditor Date

1730-71900 #126,366.00

SCHEDULE A

ANIMAL CONTROL

Personnel (2 FTE)	\$87,305
Materials and Supplies	\$7,655
Training and Schools	\$539
Intra-governmental	\$3,840
Charges	
Utilities, Services,	\$27,027
& Other Miscellaneous	
Capital - Vehicle	<u>\$0</u>
Total	\$126,366

AGREEMENT

52-2004

THIS AGREEMENT, made and entered into this 17th day of March, 2004, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

WITNESSTH

WHEREAS, the City and County are empowered in Article VI, Section 16 of the Missouri Constitution, and Section 70.220, RSMo, respectively, to enter into certain cooperative agreements; and

WHEREAS, it is deemed by the parties hereto to be mutually advantageous to the parties to provide public health services for the citizens of Columbia and Boone County during calendar year 2004. Health Department services will be equally available to Boone County residents both in and outside the corporate limits of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I.

For the agreed upon amount specified in Article X, the City agrees to provide public health services to County residents. Said services shall include but are not limited to: home visitation, blood pressure and TB screening, communicable disease control, children's and adult immunizations, family planning, STD/HIV prevention and control, health education and preventative health care will be offered at such places and times determined by the Director of Health Services.

II.

For the agreed upon amount specified in Article X, the City will provide social services to county residents. Said services shall include but are not limited to: pregnancy counseling and case management, eligibility, and referrals.

III.

For the agreed upon amount specified in Article X, the City will provide Women, Infants & Children (W.I.C.) nutritional supplemental food program services for persons meeting state and federal eligibility guidelines.

IV.

For the agreed upon amount specified in Article X, the City agrees to provide monthly screening clinics in each incorporated municipality in Boone County provided, however, that such clinics are authorized by the mayor of each municipality. Additional clinics in other locations may be recommended by the Health Director with authorization from the Boone County Commission.

V.

For the agreed upon amount specified in Article X, the City agrees to provide one environmental health specialist to provide services outside the City of Columbia. Services shall include, but not be limited to, routine food service inspection, investigation of environmental health hazards such as unsafe water supplies, improper sewage disposal, promiscuous dumping, and hazardous materials. Additionally, this person will enforce the Boone County Public Nuisance Ordinance enacted in 2000.

VI

For the agreed upon amount specified in Article X, the City agrees to provide one environmental health specialist and 0.5 clerical to be dedicated to activities related to the County onsite wastewater ordinance.

VII.

For the agreed upon amount specified in Article X, the City agrees to administer utility assistance services to eligible Boone County residents, not to exceed the amount specified. Said services will consist of payments to utility providers for the purpose of reconnecting utility service, payment of utility bills to avoid disconnection and referral for weatherization. Said service will be provided to eligible persons according to need as determined by the City/County Director of Health Services. The entire amount indicated in Article XIII will be utilized for payments to utilities without deduction for administrative costs.

VIII.

For the agreed upon amount specified in Article X, the City will administer the dental assistance program to eligible indigent County residents for emergency care and/or relief of pain, limited to the amount of \$350 per client and not to exceed the amount specified. This service includes medical supervision of dental infection.

IX.

The City hereby agrees that the City/County Director of Health Services shall provide the County Commission with recommendations concerning additional or revised public health services and shall be available at reasonable times to consult with County officials as the County officials deem necessary.

X.

Agreed Upon Amounts		Program Cost¹
Community Services		\$18,000
Clinic & Nursing		\$482,880
Environmental Health		\$69,876
On-Site Sewage ²		\$94,595
Administration		\$53,398
Social Services		\$75,688
WIC		\$56,724
TOTAL		\$851,161

¹Program Cost equals total cost of services less applicable revenues.

²On-Site sewage revenues are deposited directly with Boone County.

XI.

The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2005, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will accompany each quarterly report. The County will not be obligated to render payment until such statistical report is received.

THE CITY OF COLUMBIA, MISSOURI

BY: Raymond A. Beck
Raymond A. Beck, City Manager

ATTEST:

Sheela Amin
Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann
Fred Boeckmann, City Counselor

BOONE COUNTY, MISSOURI

BY: Keith Schnarre
Keith Schnarre, Presiding Commissioner

BY: Karen B. Miller
Karen Miller, District I Commissioner

BY: Skip Elkin
Skip Elkin, District II Commissioner

ATTEST:

Wendy Noren
Wendy Noren, County Clerk

APPROVED AS TO FORM:

John Patton
John Patton, County Counselor

Certification:

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

June Pitchford by KF 2/6/2004
Boone County Auditor Date

k:\2004County Budget\Boone County contract public health

1410-86640	\$ 8,000
1410-86655	10,000
1410-86680	738,566
1740-86606	94,595
	<u>851,161</u>

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 19th day of February 20 04

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

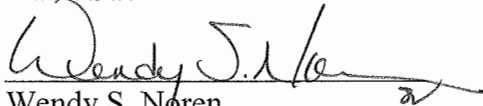
Now on this day the County Commission of the County of Boone does hereby approve the Medical Examiner Agreement with the Curators of the University of Missouri. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 19th day of February, 2004.

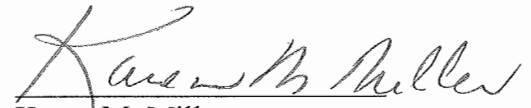


Keith Schnarre
 Presiding Commissioner

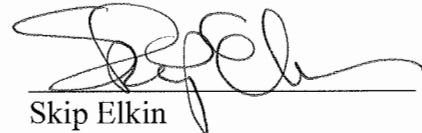
ATTEST:



Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

AGREEMENT

53-2004

THIS AGREEMENT, made and entered into this 1st day of March 2004, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, for and on behalf of the University of Missouri Health Sciences Center, Department of Pathology & Anatomical Sciences (hereinafter referred to as the "University") and BOONE COUNTY, MISSOURI, a political subdivision of the State of Missouri (hereinafter referred to as the "County".)

WITNESSETH

WHEREAS the County requires the services of physicians to perform the duties of County Medical Examiner for Boone County ; and

WHEREAS the University has available the services of a physician licensed in the State of Missouri and board certified in forensic pathology.

NOW THEREFORE, it is mutually agreed as follows:

1. The University will make a physician licensed as above available to the County to perform the services of County Medical Examiner. This service shall be provided by Dr. Valerie Rao, M.D., unless an alternate designee is named by mutual agreement of the County and the Chair of Pathology.
2. The term of this agreement shall be for a period of 10 months commencing on the 1st day of March 2004 and ending on the 31st day of December, 2004.
3. Either the University or the County may terminate this agreement by giving 30 days prior written notice.
4. The County shall pay the University at the rate of \$52,190 per annum for the services provided. The sum shall be paid in equal monthly installments.
5. The County shall provide Medical Examiner Coverage under it's Public Official Errors and Omissions insurance policy; however, the County does not warrant that such policy will provide medical malpractice coverage or agree to indemnify for such claims.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as of the day and year stated above.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

BOONE COUNTY, MISSOURI

Jacquelyn K. Jones
Director of Business Services

Keith Schnarre
By: KEITH SCHNARRE
PRESIDENTIAL COMMISSIONER

CERTIFICATION:

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

Jane Pateford by KT 2/18/2004
Auditor Date

1280-71101 \$43,491.70

By: _____



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 04

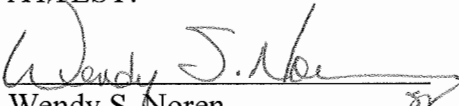
In the County Commission of said county, on the 19th day of February 20 04


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

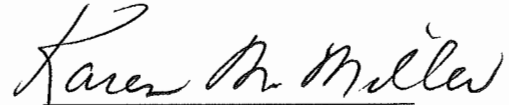
Now on this day the County Commission of the County of Boone does hereby receive and accept Lake of the Woods Little General Subdivision Plat. It is further ordered that the Presiding Commissioner be hereby authorized to sign said plat and the Guaranty and Collateral Pledge for bonding of sewer improvements (\$50,960) and authorize the treasurer to accept the bond.

Done this 19th day of February, 2004.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

GUARANTY AND COLLATERAL PLEDGE

54

This agreement is made on the 13th day of Feb, 2004, by and between
Blue Acres Inc. c/o Eddie L. Sachs (herein Principal), and
Boone County National Bank (herein Surety), and
the County of Boone (herein County).

WITNESSETH:

WHEREAS, the Principal and Surety have executed and entered into a Uniform Subdivision Improvement Performance Bond (herein performance bond) wherein the Principal and Surety have bound themselves unto the County in the sum of _____ Dollars for the purpose of securing and guaranteeing full and complete compliance with the subdivision regulations of Boone County, Missouri for Lake of the Woods Little General Plat Lots 2A, 2B, all as set forth in said performance bond which is attached hereto and incorporated herein by reference, and

WHEREAS, the County requires in lieu of corporate surety bond a Guaranty and Pledge to secure the Principal and Surety's performance under said performance bond as a condition for approval of said plat.

NOW THEREFORE, in consideration of the agreements and covenants herein contained, the parties agree as follows:

1. The Principal and Surety hereby unconditionally guarantee and promise that all obligations incurred by the Principal and Surety under the attached performance bond shall be performed and the Surety hereby irrevocable pledges the sum of 50,960⁰⁰ in the form of a Certificate of Deposit issued by a bank under such terms and conditions as are approved by and are acceptable to the County maturing within ___ days of deposit and made payable to the County of Boone subject to the terms hereinafter set forth to secure the obligations of the Principal and Surety under the attached performance bond.

2. The Principal hereby agrees to diligently and faithfully perform all obligations set forth in the attached performance bond and not to hinder or delay any other party hereto from performance of their obligations under said bond or agreement herein.

3. The Principal and/or Surety hereby agree that the sum irrevocably pledged to the County may be kept by the county and used by the County to fulfill the Principal's and Surety's obligations under the attached performance bond in the event of default, in whole or part, by the Principal or Surety under said bond.

4. The County hereby expressly agrees that no amount of the sum hereby pledged and kept as security shall be paid or otherwise be disbursed to any party, person or entity except under the following conditions:

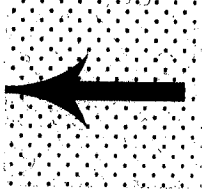
a. If and when the Principal and Surety fully discharge their obligations under the performance bond on or before the date set forth therein for completion of all improvements and compliance with said subdivision regulations, then the obligations created by this agreement shall be null and void and the Certificate of Deposit pledged as security shall be returned with any interest earned to the principal or surety as their interest appears.

b. In the event of default, in whole or part, by the Principal or Surety in the performance of the obligations set forth in said performance bond, then the Certificate of Deposit shall be redeemed at the next available maturity date or sooner with penalty if necessary in the sole judgment of the County, and paid out in such amounts as are necessary to complete the improvements necessary to fulfill obligations under the bond, provided, however, that such disbursements shall only be made for the purpose of paying for the necessary materials and labor to complete the improvements in compliance with the requirements of the performance bond and such other reasonable expenses incurred by the County in connection therewith; any surplus remaining shall be returned to the Principal or Surety as their interests appear.

5. This agreement shall be binding upon and endure for the benefit of the parties hereto, their heirs, personal representatives, successors and assigns and shall not be assigned or be otherwise

transferable without the written consent of all parties to this agreement. This agreement constitutes the entire agreement between the parties and shall be amended only by written instrument executed with the same formality as this agreement.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year first above written.



X PRINCIPAL:

Blue Acres Inc.

By: Eddie L. Sachs
signature

Eddie L. Sachs
print name

Title: President

COUNTY OF BOONE, MISSOURI

By: Keith Schnarre
signature

KEITH SCHNARRE
print name

Title: PRESIDING COMMISSIONER
54-2004

X SURETY:

Boone County National Bank

By: James L. Bornhauser
signature

JAMES L. BORNHAUSER
print name

Title: SENIOR VICE PRESIDENT

ATTEST:

By: Wendy S. Noren
signature

WENDY S. NOREN
print name

County Clerk

UNIFORM SUBDIVISION IMPROVEMENT PERFORMANCE BOND
BOONE COUNTY, MISSOURI

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned Principal and Surety are held and firmly bound unto the County of Boone, State of Missouri (herein "County") in the sum of ~~NINE HUNDRED SIXTY TWO~~ ^{FIFTY THOUSAND} ~~NO/100~~ Dollars (\$ ~~960~~ ^{50,960}), for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the undersigned Principal has sought approval of a certain subdivision plat from the County through the Boone County Commission more particularly described as follows:

A replat of Liddell & Davis subdivision in Plat Book 14 Page 11, described as Lake of the Woods Little General Subdivision Lots 2A and 2B located in NE 1/4, Sec 10, T48N, R12W in Boone County, Mo.

all as shown in the final plat thereof approved by the Boone County Planning and Zoning Commission and on file with the Boone County Department of Planning and Building Inspection, which is hereby incorporated by reference, and

WHEREAS, the Principal desires to defer immediate completion or installation of the following described improvements that are required under the subdivision regulations of Boone County, Missouri, until after approval and recording of said plat, namely:

Sewer Improvements shown on plans prepared by Allstate Consultants dated October 27, 2003 and all the necessary improvements required to meet Boone County Regional Sewer District Requirements

and

WHEREAS, the County is empowered to accept a performance bond to secure the Principal's final and actual completion and installation of said improvements within said subdivision as platted and as required by the Subdivision Regulations of Boone County, Missouri, as on this date in effect and incorporated herein by reference, in lieu of immediate completion or performance prior to approval and recording of the above described plat all in accordance with section 64.825 RSMo. and Section 1.7.5 of said regulations.

NOW THEREFORE, if said plat is approved by the County Commission of Boone County, Missouri, and recorded in the office of the Recorder of Deeds for Boone County, Missouri, and the Principal shall actually complete and install all said improvements in full and complete compliance with the said subdivision regulations, by no later than the ___ day of _____, 20___, then this obligation shall be void and of no effect. However, it is expressly understood, agreed and provided under this bond that if the Principal should make default by failing to complete or install said improvements by the aforesaid date in full, strict and complete compliance with said regulations, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect; and in the event the Principal or Surety shall fail to immediately pay the full amount hereof, or as much as is necessary to immediately and finally complete or install said improvements after the date herein specified, upon the County's written demand, then this bond may be sued upon in the name of the County for judgment in a court of competent jurisdiction.

IT IS FURTHER specifically understood, agreed and provided under this bond that the requirement that the Principal and Surety fully complete and install said improvement(s) means that all such specifications that have been approved by the Boone County Planning and Zoning Commission, the Boone County Department of Planning and Building Inspection, and such other agencies, utilities or public or private entities as are required as a part of the plat approval process established by the said regulations.

AND IT IS FURTHER understood, agreed and provided under this bond that the performance required hereunder shall apply to any changes in improvements herein specified caused by any re-plat of the above described plat which is approved by the Boone County Commission and duly recorded prior to the date of final completion required herein, whether or not the Surety hereunder is notified thereof; provided, however, the Surety shall in no event be liable for more than the stated amount of this bond for changes in said improvements caused by re-platting. Further, no act of forbearance, modification, waiver or grant of time extension allowed by the County to the Principal shall in any way release or relieve the Surety of its obligations hereunder.

IN WITNESS WHEREOF, the undersigned parties have executed the within instrument this

13th day of FEB 2004.

Principal (s)

Individual

(Partnership)

(Signature) Partner

(Signature) Partner

(Signature) Partner

(Corporation/Limited Partnership)

Blue Acres Inc.
(Firm Name)

[Signature]
(Signature) Officer/General Partner

President
(Title)

Surety
Boone County National Bank
[Signature]
(Surety Name) S.V.P.

(Attorney-in-Fact)

(Address of Attorney-in-Fact)

(Phone # of Attorney-in-Fact)

(Attorney-in-Fact)

** Attach Power of Attorney

Truth in Savings Disclosure: 90 DAY REGULAR CERTIFICATE

BOONE COUNTY NATIONAL BANK 573/874-8100 Officer: BOBBY J JONES JR 02/13/04 11:08:41

YIELD INFORMATION -The annual percentage yield for your certificate is 0.80 % with an interest rate of 0.7970 %. You will earn this annual percentage yield for 90 days. Your certificate will mature on MAY 13, 2004. The annual percentage yield assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.

Interest for your certificate will be compounded every 30 days and will be added to your certificate every 30 days.

Interest begins to accrue on the business day you deposit any non-cash items (for example, checks).

MINIMUM BALANCE REQUIREMENTS - You must deposit \$1,000.00 to open this certificate. You must maintain a minimum balance of \$1,000.00 in your certificate every day to obtain the annual percentage yield listed above.

BALANCE COMPUTATION METHOD - We use the daily balance method to calculate the interest on your certificate. This method applies a daily periodic rate to the principal in the certificate each day.

TRANSACTION LIMITATIONS - After the certificate is opened, you may not make deposits into or withdrawals from the certificate until the maturity date.

EARLY WITHDRAWAL PENALTY - EARLY WITHDRAWAL PENALTY IS FORFEITURE OF 3 MONTHS INTEREST.

RENEWAL POLICY - This certificate will be automatically renewed at maturity. You have a grace period of 10 calendar days after the maturity date to withdraw the funds without being charged a penalty.

BEST042-001
Safekeeping Receipt
Boone County National Bank
Columbia, Missouri 65205
NO. 000531318
 FEB. 13, 2004
 TAX ID NO. 43-6000349

Will Pay***50,960-Dollars and-00-CENTS-----\$*****50,960.00****

To:
 COUNTY OF BOONE
 801 E WALNUT ST
 COLUMBIA MO 65201

Payable 90 days after issue date with an annual percentage yield of 00.80% and an interest rate of 00.7970% per annum to be paid every 30 days and added to the principal.
 First maturity MAY 13, 2004

This certificate will be automatically renewed at maturity.
 EARLY WITHDRAWAL PENALTY IS FORFEITURE OF 3 MONTHS INTEREST.

Unless otherwise noted hereon, if this certificate is issued in more than one name, it will be paid to either or any of the named payees or to the survivors of them as joint tenants.
 SEE REVERSE SIDE FOR INDEMNITY CLAUSE AND OTHER INFORMATION.

MEMBER FDIC

Bobby J Jones DB

ORIGINAL 573 874 8100 161

2/13/04

The Waffle House
Pump Station

Cost Estimate

Item	Description	Quantity	Unit	Unit Price	Total
1	8" SDR -35 PVC	350	LF	\$ 30.00	\$ 10,500.00
2	4' Diameter Standard Manhole	4	EA	\$ 1,500.00	\$ 6,000.00
3	4" X 8" Risers	2	EA	\$ 200.00	\$ 400.00
4	Pump Station Tie-in with Rubber Boot to Fiberglass	1	LS	\$ 500.00	\$ 500.00
5	Pump Station Retention 3324 gpd ADF X .33 = 1107 gal, 20 LF of 36" HDPE in line	20	LF	\$ 100.00	\$ 2,000.00
6	Pump Station Control Panel	1	LS	\$ 5,000.00	\$ 5,000.00
7	Pump Station Fence	1	LS	\$ 5,000.00	\$ 5,000.00
8	Pump Station Force Main	200	LF	\$ 10.00	\$ 2,000.00
9	Pavement Repair	1	LS	\$ 5,000.00	\$ 5,000.00
Construction Cost					\$ 36,400.00
5	Contingencies	20%			\$ 7,280.00
6	Engineering	20%			\$ 7,280.00
Project Cost					\$ 50,960.00

Post-it* Fax Note 7671

Date	2/13/04	# of pages	1
From	Tom Ratermann		
To			
Co./Dept	Boone County	Co.	BC CRSD
Phone #	P 531	Phone #	
Fax #		Fax #	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned Term. 20 04

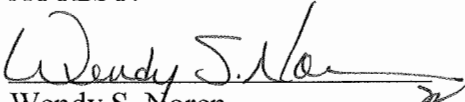
In the County Commission of said county, on the 19th day of February 20 04

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

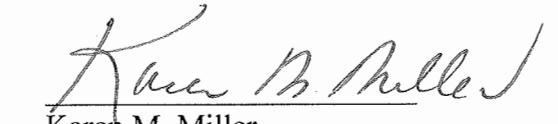
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courtyard Square and Commission Chambers on March 20, 2004 from 11:00 a.m. to 2:00 p.m. for a Peace Gathering sponsored by the Mid-Missouri Peaceworks. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

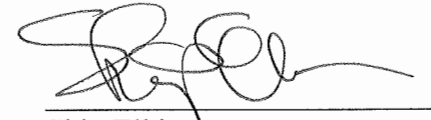
Done this 19th day of February, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schmarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner



Boone County Commission

55-2004

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 Government Center as follows:

Description of Use: Peace Gathering

Date(s) of Use: March 20th

Time of Use: From: 11 a.m./p.m. thru 2 a.m./p.m.

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

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.

Name of Organization/Person: Mid Missouri Peaceworks

Organization Representative/Title: Mark Haim, Director Med Haim

Address/Phone Number: 804-C E. B'way 875 0539

Date of Application: 3/15/04

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 J. No
County Clerk

Keith Schnarre
County Commissioner

DATE: 19 Feb 2004

CERTIFIED COPY OF ORDER

56 -2004

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 04

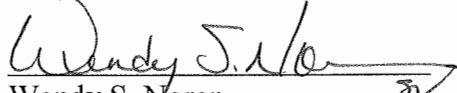
In the County Commission of said county, on the 19th day of February 20 04

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

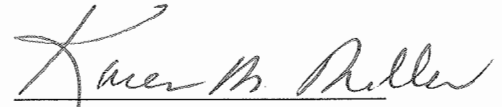
Now on this day the County Commission of the County of Boone does hereby appoint David A. Shorr of the Rock Bridge Township to the Boone County Regional Sewer District Board for a term to expire on January 1, 2009.

Done this 19th day of February, 2004.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Keith Schnarre, Presiding Commissioner
Karen, M. Miller, District I Commissioner
Skip Elkin, 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

Appl.

Boone County Commission

5yr Term

Regional Sewer Dist Board Term Expires 1/01/2009

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: BOONE COUNTY REGIONAL SEWER DISTRICT Term: _____

Current Township: COCKBRIDGE Today's Date: 1-15-03

Name: DAVID A. SHORR

Home Address: 3045 W. ARROWHEAD LAKE DRIVE Zip Code: 65203

Business Address: _____ Zip Code: _____

Home Phone: 573-446-3311 Work Phone: 573-893-4336

Fax: _____ E-mail: _____

Qualifications: 1. RESIDENT OF BOONE COUNTY. 2. USER ON BOONE CO. REGIONAL SEWER DIST. 3. FORMER LEGAL COUNSEL NORTHEAST OHIO REGIONAL SEWER DISTRICT. 4. FORMER DIRECTOR MISSOURI DNR. 5. CHAIR COLUMBIA WATER & SEWER BOND ISSUE.

Past Community Service: 1. LEGAL COUNSEL NEORSD, CLEVELAND OHIO. 2. FORMER DIRECTOR MWNR

References: 1. FORMER GOVERNOR ROGER WILSON, 2. FORMER PRESIDING COMMISSIONER DON STAMPER 3. AUDITOR CLAIRE MCLASKILL 4. STATE SENATOR KEN JACOB 5. MAYOR CITY OF ST. LOUIS FRANCIS SLAY

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

David A. Shorr

Applicant Signature

Called A.L.M. 2-5

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

INTERVIEWS:
KEITH ✓
SKIP ✓
KAREN ✓

*LETTER ✓
OF RECEIPT*

DAVID A. SHORR
(573) 761-5005
EMAIL: DSHORR@LATHROPGAGE.COM
WWW.LATHROPGAGE.COM

314 EAST HIGH STREET
JEFFERSON CITY, MISSOURI 65101
(573) 893-4336, FAX (573) 893-5398

January 19, 2004

Boone County Commission
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201-7732

Re: Board Opening, Boone County Regional Sewer District

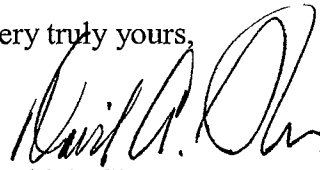
Gentlemen:

Please find enclosed my application to serve as a Director on the Boone County Regional Sewer District. Significant qualifications which justify my consideration are as follows:

1. I am a resident of Boone County.
2. I am a user of services provided for the Boone County Regional Sewer District.
3. I am a former general counsel for the largest regional sewer district in the State of Ohio.
4. I am the former Director of the Missouri Department of Natural Resources.
5. I have knowledge of the state and federal water quality laws and general aspects of public finance.

I would appreciate your consideration for appointment to the Board of the District.

Very truly yours,



David A. Shorr

DAS/jf
Enclosures

Keith Schnarre, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

January 21, 2004

David A. Shorr
3045 W. Arrowhead Lake Drive
Columbia, MO 65203

Dear Mr. Shorr:

We received your recent application for the Boone County Regional Sewer District Board. Thank you very much for your interest by offering your time and talents to serve your community.

Applications for the current board openings are accepted through January 31, 2004. The next step, in the decision process, is to schedule a time convenient for you, to visit briefly with each of the Commissioners. Our office will contact you in the next few days to arrange a convenient time. Board appointments are usually made soon after the application cut-off date. Our office will then notify you of the Commission's decision.

I have enclosed a list of the current board members and a brief description of the board. If you have any further questions, please feel free to contact me at the Boone County Commission Office. My telephone number is 886-4305.

Thank you again for applying for the position on the Boone County Regional Sewer District Board.

Sincerely,

Carol S Gragg
Secretary

Enclosures

cc: Tom Ratermann, General Manager, Boone County Sewer District
Stan Shawver, Executive Director, Boone County Planning & Building

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 04

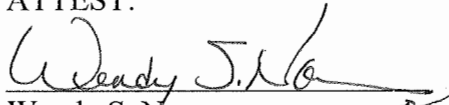
In the County Commission of said county, on the 19th day of February 20 04

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

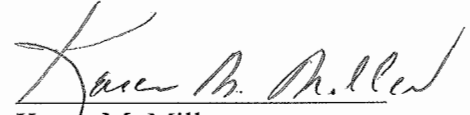
Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Monday, February 23, 2004 1:30 p.m. The meeting will be held in Room 220 of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021(3) RSMo. to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded and by 610.021(13) to discuss individually identifiable personnel records, performance rating or records pertaining to employees or applicants for employment.

Done this 19th day of February 2004.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner