

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 04

In the County Commission of said county, on the

28<sup>th</sup> day of September 20 04

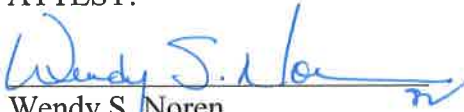
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the request by Lakeview Mall LLC for a permit for a drive-in or walk-in/carryout establishment on 1.14 acres, located at 5695 E Clark Lane, Columbia, with the following conditions:

- 1) That it be recognized that no building permits can be issued until an acceptable final development plan and any plans required to be approved in conjunction with said Final Plan are approved.
- 2) Fire hydrants must be in place and operational prior to the issuance of building permits.
- 3) The CUP is limited to the coffee shack only.
- 4) The size of the coffee shack structure is limited to a structure of 500 square feet or less.
- 5) Only one coffee shack is allowed.

Done this 28<sup>th</sup> day of September, 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

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 04

In the County Commission of said county, on the

28<sup>th</sup> day of September 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 request by Kevin Pape and Wesley Bullard to rezone from A-2 (Agriculture) to M-L (Light Industrial) on 22.0 acres, more or less, located at 600 N. Rangeline Road, Columbia.

Done this 28<sup>th</sup> day of September, 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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 04


In the County Commission of said county, on the 28<sup>th</sup> day of September 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 petition submitted by Danny and Betty DeYoung to vacate and re-plat lot 3, Maple Lawn, 2320 E Ely Ave. Said vacation is not to take place until the re-plat is approved.

Done this 28<sup>th</sup> day of September, 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

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 04

In the County Commission of said county, on the 28<sup>th</sup> day of September 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 the following plat and authorize the Presiding Commissioner to sign said plats:

- Vancourt Corner
- Hidden Oaks
- Harpers Pointe Block 3
- K and J Subdivision

Done this 28<sup>th</sup> day of September, 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

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 04

In the County Commission of said county, on the

28<sup>th</sup> day of September 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 budget amendment:

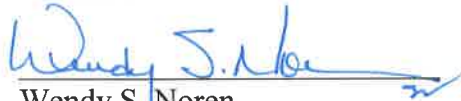
DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
1190-91800: Non-Departmental – Land	\$75,000.00
1190-91200: Non-Departmental – Buildings	\$187,650.00

Said budget amendment is for the purchase of land and building located at 217 North Ninth Street, Columbia.

The County Commission does hereby confirm and ratify final contract for purchase of said property as attached.

Done this 28<sup>th</sup> day of September, 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

1st 9/16  
2nd 9/28

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

RECEIVED

SEP 02 2004

BOONE COUNTY AUDITOR

8/31/04

EFFECTIVE DATE

FOR AUDITORS USE

412-2004

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	1	9	0	9	1	8	0	0	Non-Departmental	Land		75,000
1	1	9	0	9	1	2	0	0	Non-Departmental	Buildings		187,650
										Total (purchase price of \$262,500 plus \$150 closing costs)		262,650

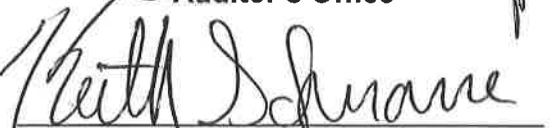
Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To establish appropriations for the purchase of land and building located at 217 N. Ninth, Columbia, MO (Jerry's School of Hairstyling property.)**

  
Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached. *NA*
- Comments:

  
Auditor's Office

  
PRESIDING COMMISSIONER

  
DISTRICT I COMMISSIONER

  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

**From:** Skip Elkin  
**To:** June Pitchford  
**Date:** 8/17/04 1:33PM  
**Subject:** Re: Jerry's

COPY

June,

Tom has the appraisal and he is out today. I don't recall if the report distinguished between land and building. Soon as he gets back, I will check into that.

Skip Elkin  
Northern (District II) Commissioner  
Boone County Government Center  
801 E. Walnut, Room 245  
Columbia, MO 65201-7732  
1.573.886.4305  
[selkin@boonecountymmo.org](mailto:selkin@boonecountymmo.org)

>>> June Pitchford 08/17/04 12:55PM >>>

Skip,

I'm in vendor meetings all day today. Tomorrow looks pretty good after the Sunshine Law meeting in the morning.

In preparing the budget amendment, we'll need to allocate the purchase price of \$262,500 between land and building-- is there anything in the appraisal that will help us with this allocation?

See you,  
June

>>> Skip Elkin 08/17/04 11:15AM >>>

June,

I need to get with you to get a budget amendment started for the acquisition of Jerry's Bldg. Our offer of \$262,500 was accepted.

Skip Elkin  
Northern (District II) Commissioner  
Boone County Government Center  
801 E. Walnut, Room 245  
Columbia, MO 65201-7732  
1.573.886.4305  
[selkin@boonecountymmo.org](mailto:selkin@boonecountymmo.org)



COMMERCIAL DIVISION

RECEIVED

AUG 30 2004

COPY  
BOONE COUNTY COMMISSION

*cc to Jim 8/31/04*

August 27, 2004

Skip Elkin  
Northern District Commissioner  
Boone County Government  
801 E. Walnut, Room 245  
Columbia, Missouri 65201  
Ph: 886-4305

Dear Skip:

At your request we have reviewed the property at 217 N. Ninth St. for purposes of separating its land value from the building value on this property. We suggest that the land value should be established at \$75,000 with the balance of the purchase price being attributable toward building value. If you need additional comment, please call.

Sincerely,

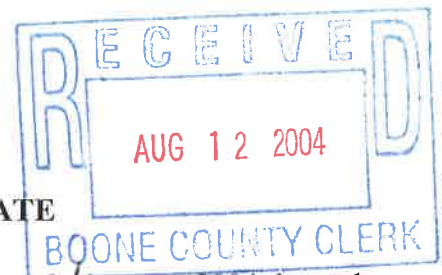
Paul Land, SIOR  
Vice President



9/2/2004

FY 2004  
Budget Amendments/Revisions  
Non-Departmental (1190)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	6/17/2004	1123-86800 1190-71100	Emergency Outside Services	1,140	1,140	real estate appraisal	
2	8/18/2004	1190-71100 1190-71101	Outside Services Professional Services	1,140	1,140	Correct budget revision #2004 43	
3	8/31/2004	1190-91800 1190-91200	Land Buildings	75,000 187,650		Budget amdment- to establish appropriation to purchase property at 217 N. Ninth St. (Jerry's School of Hairstyling)	



**CONTRACT FOR THE SALE OF REAL ESTATE**

This contract is made and entered into this 2<sup>nd</sup> day of August, 2004, by and between Jerry D. Waterman and Larry W. Benson, tenants in common, herein collectively called Seller, and Boone County, Missouri, a political subdivision of the State of Missouri, through the Boone County Commission, herein Buyer.

**WITNESSETH:**

- 1. The Seller agrees to sell and Buyer agrees to buy upon the following terms and conditions the following described real estate situated in the City of Columbia, Boone County, Missouri, to-wit:

The south forty-seven and one-half (47 1/2) feet of Lot number three hundred fifty-eight (358) and the south forty-seven and one-half (47 1/2) feet of the east twelve and one-half (12 1/2) feet Lot three hundred fifty-nine (359) in the original town, now city of Columbia, Missouri. Subject to easements and restrictions of record

- 2. The purchase price is Two Hundred Sixty-Two Thousand, Five Hundred Dollars (\$262,500.00), payable in cash on the day of closing assuming all terms and conditions of this agreement are satisfied.
- 3. Merchantable title of record and in fact shall be conveyed by warranty deed free and clear of all encumbrances except as maybe herein provided.
- 4. Seller shall within thirty (30) days hereof deliver to Buyer a commitment to issue an owner's policy of title insurance in the amount of the purchase price naming Buyer as insured, written by a title insurance company licensed in Missouri under the provisions of Chapter 381 RSMo which title insurer shall insure the owner's title to be merchantable title

412-2004

of record and in fact as set forth in title standard 4 of the Missouri Bar, and which commitment shall provide that said policy shall be issued forthwith after the Seller general warranty deed shall be placed of record. After delivery of said title commitment, the Buyer shall have ten (10) days to examine said title insurance commitment and notify the Seller in writing of any objections thereto. If there be any objections, the Seller shall within a reasonable time furnish to Buyer a new or amended title insurance commitment satisfying any such objections but if such commitment cannot be furnished within fifteen (15) days after said notice, the Buyer at its election may declare this contract void or take whatever legal action necessary in the Seller's name to cure defects in title and subtract all costs and expense thereof from the purchase price of the real estate herein sold. The Seller shall pay all costs of the issuance of the title insurance commitment and policy.

5. The real estate taxes for the year 2004 shall be pro-rated between the parties as of the date of delivery of the deed. Any special assessments becoming a lien after the date hereof shall be the responsibility of the Buyer.
6. Seller shall maintain in full force and effect all current property insurance policies insuring against fire, wind storm and other peril or casualty for both buildings and contents during the pendency of this contract. If the improvements on the property are substantially damaged or destroyed by fire or other casualty prior to the closing of this sale, then the Buyer shall have the option of accepting all the insurance proceeds and proceeding with performance under this contract or canceling this contract without further obligation.
7. Buyer and Seller agree that this sale and conveyance shall include all buildings including all heating, air conditioning, plumbing and electrical systems, fixtures and equipment, attached

floor coverings, window treatments, attached mirrors, built-in kitchenettes, storage buildings and structures but excluding all furnishings except built-in furnishings, inventory, supplies, displays, movable equipment and other items of personal property owned and used by the Seller not customarily transferred upon the sale of real estate. The parties further agree that the land and improvements thereon are sold "as is, where is" without warranty as to condition or repair, and that Buyer has considered the condition of the premises in establishing the purchase price.

8. The Buyer agrees that Seller may elect prior to closing to not accept cash payment of the purchase price and effectuate a Starker Exchange (a deferred IRC Section 1031 exchange) with respect to the property which is the subject matter of this agreement. The Buyer agrees to cooperate in such Starker Exchange and execute a deferred exchange agreement using a qualified trust, provided that the same shall not contain any obligation on the part of the Buyer. In such event, the Buyer agrees to pay the purchase price to the Seller's designated trustee. Seller represents and warrants that Buyer shall incur no additional expenses as a result thereof and that Seller agrees to bear any additional costs associated with, and incurred because of such Starker Exchange.
9. This contract constitutes an offer to purchase by Buyer to Seller, superceding any prior offers, which if not signed and dated by each Seller and delivered to Buyer on or before August 2, 2004, shall be considered withdrawn and otherwise null and void. If each Seller shall sign and date this contract on or before said date and deliver same to Buyer, then this transaction shall be closed on the 30th day of September, 2004, at 9 a.m., at the office of

Boone-Central Title Company, 601 E. Broadway, Columbia, Missouri 65201, unless another time and date or place is mutually agreed upon in writing by the parties.

10. This contract shall be binding upon the heirs, administrators, successors and assigns of the parties hereto.

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

SELLER:

\_\_\_\_\_  
Jerry D. Waterman

Dated: \_\_\_\_\_

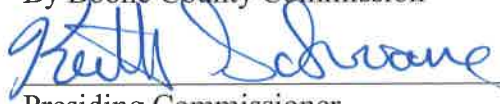
\_\_\_\_\_  
Larry W. Benson

Dated: \_\_\_\_\_

BUYER:

Boone County, Missouri

By Boone County Commission



\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counselor

Boone-Central Title Company, 601 E. Broadway, Columbia, Missouri 65201, unless another time and date or place is mutually agreed upon in writing by the parties.

10. This contract shall be binding upon the heirs, administrators, successors and assigns of the parties hereto.

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

SELLER:

*[Signature]*  
Henry D. Waterman  
Dated: 8/2/04  
*[Signature]*  
Larry W. Benson  
Dated: Aug 2 2004

BUYER:

Boone County, Missouri  
By Boone County Commission  
*[Signature]*  
Presiding Commissioner

ATTEST:

*[Signature]*  
County Clerk

APPROVED AS TO FORM:

*[Signature]*  
County Counselor

RECEIVED  
AUG - 2 2004  
BY: *[Signature]*

Boone-Central Title Company, 601 E. Broadway, Columbia, Missouri 65201, unless another time and date or place is mutually agreed upon in writing by the parties.

10. This contract shall be binding upon the heirs, administrators, successors and assigns of the parties hereto.

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

SELLER:

*Jerry D. Starnes*  
Date: 8/2/04  
*Darryl Benson*  
Date: Aug 2 2004

BUYER:

Boone County, Missouri  
By Boone County Commission

*Kath Schuman*  
Presiding Commissioner

ATTEST:

*Wendy J. Lee*  
County Clerk

APPROVED AS TO FORM:

*[Signature]*  
County Counselor

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the


28<sup>th</sup> day of September 20 04

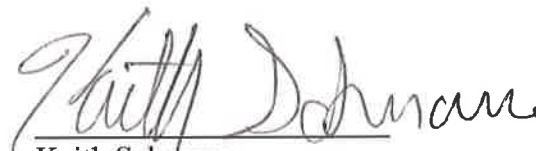
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Commission Chambers on September 30, 2004 from 10:30 a.m. to 12:00 p.m. for the Big Brothers/Big Sisters Check Signing Ceremony. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 28<sup>th</sup> day of September, 2004.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schlarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Step 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

413-2004

## 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: Big Brothers Big Sisters Check Signing Ceremony

Date(s) of Use: 9/30/04

Time of Use: From: 10:30  a.m. /  p.m. thru 12:00  a.m. /  p.m.

Facility requested: Courthouse Grounds  - Courtyard Square  - Chambers  - Chambers Atrium  - 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: Big Brothers Big Sisters of Boone County

Organization Representative/Title: Rebecca Gordon, Development Dir

Address/Phone Number: 800 N. Providence Ste. 210 Col MO 65203 874-3677

Date of Application: 9/27/04

### 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 S. [Signature]  
County Clerk

Keith Schnarre [Signature]  
County Commissioner

DATE: 28 Sept 2004