

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 28<sup>th</sup> day of December 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 Loren Boger for a permit for a kennel on 23.65 acres located at 3150 N Rte Z, Columbia with the following conditions:

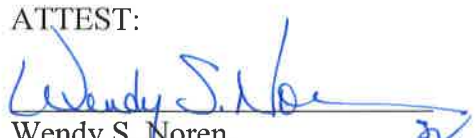
- Facility to comply with USDA standards within 90 days
- Facility limited to nine (9) breeding females
- Install sight proof fence around facility within 90 days
- Install wastewater system for kennel within 90 days
- Kennel building must be at least 100 feet from property lines
- Premises to be available during normal business hours for inspection within 24 hours notice

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

**Melinda Bobbitt, CPPB**  
**Director of Purchasing**



601 E. Walnut, Room 208  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

Email: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

532-2004

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## MEMORANDUM

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB  
Director of Purchasing

DATE: December 23, 2004

RE: Gov Deals Agreement

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Purchasing is requesting permission to utilize the attached agreement with GovDeals.com, an on-line hosting company where we can auction our surplus property. GovDeals provides services to various governmental agencies to sell surplus via the Internet on a non-exclusive contract with a 7.5% commission.

The sell of surplus will be deposited into and the commission taken out of the following departments and account:

1251 - Sheriff  
2049 - PW Administration  
1190 - Non-Departmental

Account 3835 - Sale of County Fixed Asset

cc: contract file

# GovDeals

## Sellers Agreement

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This Agreement is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 5913 Carmichael Place, Montgomery, Alabama, 36117 and Boone County, Missouri ("Client"), having its principal place of business at 601 E. Walnut, Room 208, Columbia, Missouri, 65201.

- 1.0 **Description of Services:** GovDeals provides a means for sellers to list items for sale and for potential buyers to bid upon these items via an Internet-based auction system. Although GovDeals may provide software and applications to the Client to make the listing of items easier, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and seller to complete the transaction.
  
- 2.0 **GovDeals Responsibilities:** In addition to the operation of an Internet auction server, GovDeals will provide the Client with the following services during the term of the Agreement:
  - 2.1 Access to a web-based application ("GovDeals Auction Server") that will help the Client maintain information about assets and submit them to auction. The GovDeals Auction Server will:
    - 2.1.1 Accept descriptive information concerning an asset;
    - 2.1.2 Allow different auction phases based upon dates and times to be specified;
    - 2.1.3 Permit the assignment of certain buyer restrictions during each auction phase; and
    - 2.1.4 Facilitate requests for credits regarding transactions that were not completed.
  - 2.2 Training and support services to implement the GovDeals service, which will include:
    - 2.2.1 Familiarization with the nature and operation of the GovDeals Auction Server;
    - 2.2.2 Guidance in the initial entry of assets;
    - 2.2.3 Procedures for taking and posting pictures of assets; and
    - 2.2.4 Assistance in the development of an implementation plan and schedule.At GovDeals option, training and support services will be provided either on-site or via telephone and the Internet.
  - 2.3 A customer support desk available via telephone or e-mail between the hours of 8:00 a.m. and 6:00 p.m., Eastern time, Monday through Friday, except announced holidays.
  - 2.4 Marketing of the on-line auction service to promote use of the site by potential buyers.
  
- 3.0 **Client Responsibilities:** To promote a successful operation and increase the benefits from using GovDeals auction capabilities, the Client agrees to:

- 3.1 Provide on-site support and resources required to access the GovDeals Auction Server via the Internet;
  - 3.2 Make sufficient personnel related to surplus property disposal available for training, implementation, and initial data entry;
  - 3.3 Cooperate with marketing campaigns, including providing a mailing list of prior auction customers, if available; and
  - 3.4 Utilize GovDeals Auction Server and on-line auction capabilities during the term of this Agreement by:
    - 3.4.1 Listing assets for sale on the GovDeals auction service;
    - 3.4.2 Completing sales transactions for assets sold via this service;
    - 3.4.3 Not selling through some other means any item for which it has received a winning bid via GovDeals for the specific purpose of avoiding the GovDeals fee; and
    - 3.4.4 Not engaging, directly or indirectly, in any activities intended to manipulate or interfere with the bidding process.
- 4.0 **Fees:** For any item that is sold as a result of posting it to the GovDeals web site, the following fees apply.
- 4.1 Where a single auction item does not yield greater than \$100,000 in a winning bid, Client agrees to pay GovDeals a fee of seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.
  - 4.2 Where a single auction item yields greater than \$100,000, but does not yield greater than \$500,000 in a winning bid, Client agrees to pay GovDeals a fee of seven and one-half percent (7.5%) of the winning bid up to \$100,000 plus five and one-half percent (5.5%) of amount of the winning bid that is in excess of \$100,000 up to \$500,000.
  - 4.3 Where a single auction item yields greater than \$500,000 in a winning bid, Client agrees to pay GovDeals a fee of seven and one-half percent (7.5%) of \$100,000 of the winning bid, plus a five and one-half percent (5.5%) of \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the amount in excess of \$500,000 of the winning bid.
- 5.0 **Payment:**
- 5.1 GovDeals will invoice Client for fees on a periodic basis. Client agrees to remit payment to GovDeals within thirty (30) calendar days, unless an applicable prompt payment act or similar legislation specifies a different time period.
  - 5.2 Client shall promptly, but not more than sixty (60) calendar days after the sale date, notify GovDeals of any transaction that was not consummated. The fees for said transaction shall be credited to the Client during the next invoice period.
- 6.0 **Term of Agreement:** This Agreement shall commence on the date it is signed by the second party to do so and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This Agreement shall be automatically extended for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.

Either party may request a re-negotiation of the terms hereof during a period sixty days prior to the anniversary date of this Agreement.

- 7.0 Right to Sell and Content:** Client will only post items to the GovDeals auction site that the Client has the legal right to sell or dispose of to qualified buyers. Any information posted will be accurate to the best of Client's ability and not contain anything of a pornographic or objectionable nature. Client agrees to only use links to digital pictures of associated assets as provided for in the GovDeals software, and will not create links to any other site, text or other information without the written consent of GovDeals.
- 8.0 Online Sales - Terms and Conditions:** Attached hereto are model Online Sales – Terms and Conditions for use by client. At any time during the term of this Agreement, Client may modify the Terms and Conditions. Said substitution modification must be submitted to GovDeals in writing for posting to the GovDeals auction site. The Terms and Conditions posted to the GovDeals auction site shall not modify, amend or affect the provisions of this Agreement
- 9.0 Information and Security:**
- 9.1** Client agrees that GovDeals is not responsible for the accuracy of information provided to it by seller(s) and/or buyer(s). GovDeals will use reasonable efforts to protect information that is on its web site from inappropriate use and loss.
- 9.2** Client grants GovDeals a non-exclusive, non-transferable, irrevocable, and royalty-free right to exercise any copyright or publicity rights Client may have in the information it posts to the GovDeals server(s). GovDeals agrees to use this information only for its intended purpose in support of this Agreement.
- 10.0 Interference:** Client will not use any programs, routines, or applications in connection with GovDeals that will interfere with the operation of the software or site. Specifically, the Client will only communicate with the GovDeals Auction Server by using software and applications that GovDeals provides or specifically approves in writing.
- 11.0 Proprietary Intellectual Property Exclusivity and Confidentiality:** The proprietary Internet-based auction system, environment, and components (collectively, the "System") provided by GovDeals under this Agreement are, and will remain, the exclusive property of GovDeals. GovDeals retains and reserves all rights to the proprietary intellectual property, including, but not limited to, all copyrights and trademarks of and to the System. GovDeals is providing the Client hereunder with a license for said System solely for its own use.
- Client may not subcontract, sell, lease, transfer, assign or otherwise share said System with any third party. Client acknowledges that the System constitutes the proprietary and confidential property of GovDeals and agrees not to directly or indirectly use, employ, divulge, disclose, transfer, or communicate to any person, firm, corporation or other entity, in any manner whatsoever, any of the System or documentation/information provided by GovDeals. In the event of termination of this Agreement, Client shall promptly return to

GovDeals or at the option of GovDeals destroy, all documentation/information regarding the System.

- 12.0 Warranty Disclaimer:** GovDeals does not warrant error-free or uninterrupted use of the GovDeals service. The GovDeals web sites, services, software and applications are provided without warranty, express or implied, including, but not limited to, any implied warranties for merchantability or fitness for a particular purpose. GovDeals, its directors, officers, employees, agents and/or affiliates shall not be liable for any loss of profit and/or any direct, indirect, special, incidental or consequential damages resulting from the services offered herein.
- 13.0 Governance:** This Agreement will be governed, interpreted, construed and enforced in accordance with the laws of the State of Missouri.
- 14.0 Counterparts:** This Agreement may be executed in two or more counterparts, each of which after execution and delivery shall be deemed an original, but all of which shall constitute one and the same instrument.
- 15.0 Non-Exclusive Engagement:** This Agreement is not exclusive. The Client may utilize other disposal approaches, including traditional auctioneer services and sealed bids in addition to GovDeals services. However, it is understood and agreed that the Client will not simultaneously utilize other disposal approaches and GovDeals.
- 16.0 Entire Agreement:** This Agreement represents the entire understanding between the parties with respect to its subject matter.

THE ABOVE AGREEMENT IS ACCEPTED AND AGREED TO.

**GovDeals:**

By: \_\_\_\_\_

Name: Michael K. Underwood

Title: President

Date: \_\_\_\_\_

**Boone County, Missouri:**

By: 

Name: Keith Schnarre


Title: Presiding Commissioner

Date: 30 DECEMBER 2004

APPROVED AS TO FORM:

County Counselor

ATTEST:

  
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) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

no encumbrance required  
Signature \_\_\_\_\_

12/22/04 1251/2049/1190-3835  
Date Appropriation Account

**Primary Contact Person:**

(Contract development)

Name: Carson McCord

Title: Senior Sales Rep.

Telephone Number: (615) 846-1150

Fax Number: (615) 846-1154

e-mail: [cmccord@govdeals.com](mailto:cmccord@govdeals.com)

**Primary Contact Person:**

Name: Melinda Bobbitt

Title: Purchasing Director

Telephone Number: (573) 886-4391

Fax Number: (573) 886-4390

e-mail: [mbobbit@boonecountymmo.org](mailto:mbobbit@boonecountymmo.org)

**Primary Contact Person:**

(Contract implementation)

Name: Tom Clark

Title: Vice President, Client Services

Telephone Number: (800) 613-0156

Fax Number: (615) 846-1154

e-mail: [tclark@govdeals.com](mailto:tclark@govdeals.com)

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

December Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 28<sup>th</sup> day of December 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 Teresa Shaw for a permit for a seasonal deer/game processing facility on 17.38 acres, located at 6400 W Hwy 124, Harrisburg, with the following conditions:

- Domestic livestock processed on site limited to five (5) per month
- Slaughter of animals not permitted on premises

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



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STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 28<sup>th</sup> day of December 20 04

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

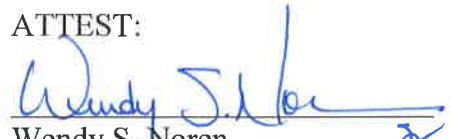
Now on this day the County Commission of the County of Boone does hereby approve the request by GM Properties LLC to rezone from R-S (Single Family Residential) to C-GP (Planned Commercial) on 3.68 acres, more or less, on property located at 4750 E. Hwy WW, Columbia.

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

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STATE OF MISSOURI



ea.

December Session of the October Adjourned Term. 20 04

County of Boone

In the County Commission of said county, on the

28<sup>th</sup> day of December 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 GM Properties LLC to approve a Review Plan for The Elks at Southfork Revised Review Plan on 3.68 acres, more or less, on property located at 4750 E. Hwy WW, Columbia, with the following conditions:

- For the PCD plan, sewer capacity must be secured by a means acceptable to the Boone County Regional Sewer District and documentation of the acceptable agreement must be provided to the Director of Planning prior to temporary or final occupancy.
- That the signs shown on the plan be removed and that new signage in compliance with the zoning ordinance be approved by staff prior to final plan approval with the new locations and information shown on the final plan.
- That the plan be modified to move all structures such as signs and dumpster enclosures out of the required 20' perimeter setback as well as the 50' setback that will be required along Highway WW when it is platted. This 50' setback is behind the additional ROW that will be required by plat.
- The developer shall submit a stormwater plan with each final plat and/or final plan that shows that the post development runoff does not exceed the pre-development runoff.
- Fire hydrants and fire protection for the building must be worked out in a plan acceptable to the BCFPD prior to occupancy of any building.
- Traffic improvements that might be caused by this phase of the development are deferred to either the final plat stage that contains Lot 1 or with any additional development of the original property as determined by the Director of Planning.
- That no additional structures are allowed on the site without going back through the process and receiving approval of a revised review and revised final plan. This includes freestanding signs.
- The 30 ft buffering of existing vegetation shown on the plan must be maintained in good and healthy condition, plantings that die or are failing to thrive will be replaced with a healthy specimen of equal size or greater than the original plant would have been if it was healthy in the next growing season. Additional plantings are required to shore-up the thin spots or gaps in the existing plantings.

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

ATTEST:



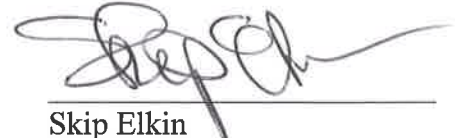
Wendy S. Noren  
Clerk of the County Commission



Keith Schnarre  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

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STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 28<sup>th</sup> day of December 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 Sells Development Group LLC to rezone from 17.12 acres REC (Recreational) and 19.82 acres A-R (Agriculture Residential) to 28.34 acres of R-SP (Planned Single Family Residential) and 8.6 acres of C-GP (Planned Commercial) for Lenway Estates Planned Development, located at 9689 I-70 Drive NE, Columbia.

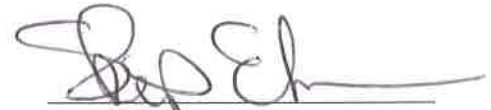
Done this 28<sup>th</sup> day of December, 2004.



Keith Schmarre  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission

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STATE OF MISSOURI }  
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December Session of the October Adjourned Term. 20 04


In the County Commission of said county, on the 28<sup>th</sup> day of December 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 Sells Development Group LLC for a Review Plan for Lenway Estates Planned Development located at 9689 I-70 Drive NE, Columbia, with the following condition:

- The Restrictive Covenants of the development shall state acknowledgement of the kennel to the west of the property

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

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December Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 28<sup>th</sup> day of December 20 04  
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby deny the request by Gilmore Investments LLC to rezone from A-2 (Agriculture) to C-G (General Commercial) of 5.0 acres, more or less, located at 6051 Gilmore Lane, Ashland due to failure to appear before the County Commission in accordance with County Regulations.

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

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STATE OF MISSOURI }  
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December Session of the October Adjourned Term. 20 04


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

- Worstell Lane Estates
- Secrease
- Fall Creek Plat 1-A

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

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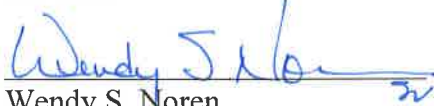
In the County Commission of said county, on the 28<sup>th</sup> day of December 20 04

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

Now on this day the County Commission of the County of Boone does hereby approve the attached unused vacation policy.

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