

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 05

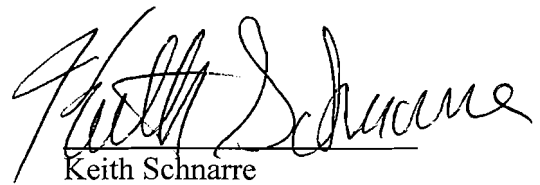
In the County Commission of said county, on the

31st day of March 20 05

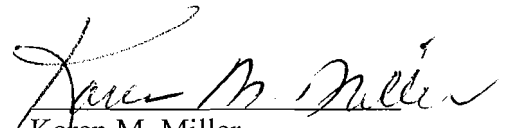
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the closing documents and lease for property located at 101 N. 7th Street and 609 E. Walnut.

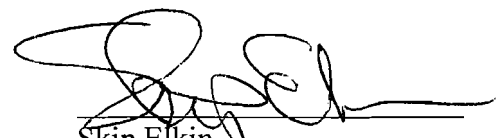
Done this 31st day of March, 2005.



Keith Scharre
Presiding Commissioner

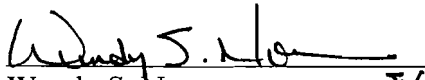


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

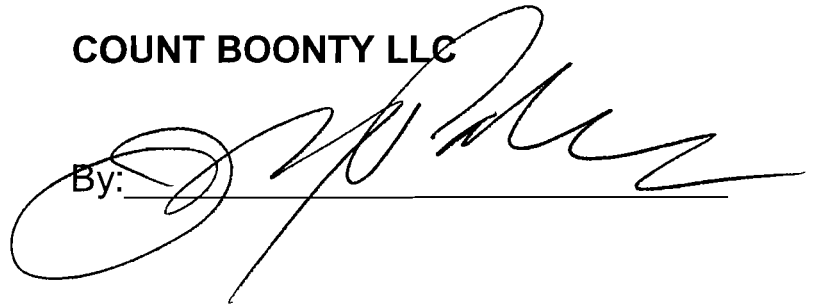
ASSIGNMENT OF LEASE

The undersigned, on behalf of Count Boonty, LLC, hereby assign, transfer and set over to the County of Boone, Missouri, all of the interest of Count Boonty LLC in and to a certain lease with the City of Columbia, Missouri, for the upstairs premises of the building located at 101 North 7th Street, Columbia, Missouri, 65201, a copy of said lease being attached hereto and incorporated herein by reference.

DATED THIS 31st DAY OF MARCH, 2005.

COUNT BOONTY LLC

By: _____

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be a cursive name. The line extends to the right of the signature.

NOTICE

TO: City of Columbia
701 East Broadway
Columbia MO 65201

PLEASE TAKE NOTICE that Count Boonty LLC has hereby transferred and assigned its interested in and to a certain lease between Count Boonty LLC and the City of Columbia, Missouri for the upstairs premises of the building located at 101 North 7th Street, Columbia, MO 65201 effective this 31st day of March, 2005.

Rent should be payable to Kay Murray, Boone County Treasurer, 801 East Walnut Street, Room 112, Columbia, MO 65201. Checks should be payable to Boone County and to assure proper credit, the check should state credit to Department 3040, Account #3820.

COUNT BOONTY LLC

By: _____

APR 23 2003 14:41 COLUMBIA POLICE DEPT 010 443 3833 1.00781

OFFICE SPACE LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 12th day of June 2003 by and between COUNT BOONTY, L.L.C., a Missouri Limited Liability Company, acting by and through its Administrator, DAVID L. KNIGHT, hereinafter referred to as "LESSOR"; and THE CITY OF COLUMBIA, MISSOURI, (COLUMBIA POLICE DEPARTMENT) hereinafter referred to as "LESSEE";

WITNESSETH:

1. LESSOR hereby leases to LESSEE and LESSEE takes as such, the upper "second" floor area of a portion of the building owned by LESSOR which is situated at the corner of Seventh and Walnut Streets in the City of Columbia, Missouri, which space has previously been occupied by LESSOR and utilized for legal offices and which is accessed by a stairwell on the extreme west end of said property and which has an entry from the public sidewalk on Walnut Street. The leased premises are located in the building situated on the Southeast corner of Lot 279 in the original town, now city, of Columbia, Missouri, and is immediately over the main Lifestyles showroom, which is located on the ground floor of said building.

2. The parties hereby mutually agree to the following terms and conditions and each party acknowledges good and sufficient consideration thereof.

3. The term of this Lease shall be for a period of thirty-six (36) months, commencing on the 1st day of July, 2003 and terminating at 12:00 p.m. on the 30th day of June, 2006.

4. LESSEE agrees to make payment to LESSOR, during the term

of this Lease, of annual rental, payable in equal monthly installments of \$ 1943⁰⁰ per month, payable in advance on the 1st day of each month, beginning July 1, 2003 and with similar equal monthly installment payments to be made on the 1st day of each successive month for the term of the Lease.

5. Representatives of LESSEE have inspected the leased premises and LESSEE accepts the same in its present "as is" condition.

6. The premises are leased to LESSEE unfurnished and LESSEE acknowledges that LESSOR may remove all shelving and bookcases within the leased premises at the option of LESSOR. In the event any bookcases, shelving, or office furniture remains in the leased premises, then, in such event, the same shall be returned to LESSOR in the same or similar condition at the conclusion of the Lease term, normal wear and tear accepted.

7. LESSEE shall, during the term of this Lease, make payment of utility costs incurred in connection with the occupancy of LESSEE of the leased premises. LESSOR agrees to maintain the plumbing structure, heating and air conditioning and existing electrical systems. It is understood that LESSEE shall be responsible for any repairs or maintenance caused by foreign objects blocking the toilet drains and any consequential damages caused as a result. It is understood that if LESSEE needs more electrical outlets, telephone outlets or increased voltage to operate electrical appliances, LESSEE shall be responsible for the cost of such upgrade and shall not make any changes without written consent of LESSOR. LESSOR shall be obligated to maintain the roof and exterior walls but shall have no other obligation for interior maintenance or cleaning.

8. LESSEE shall not make structural alterations to the leased premises without obtaining the consent of LESSOR therefore (which

LESSOR shall not unreasonably deny). It is understood that the contemplated usage of the premises by LESSEE will be for City of Columbia Police/Detective offices.

9. In addition to the payment of rental and the obligation to perform maintenance as set forth hereinabove, LESSEE agrees to reimburse LESSOR for one-third (1/3) of the actual real estate taxes imposed on the entire "Lifestyles" building (Tax Parcel No. 16-320-00-17-068.00) and LESSOR shall provide LESSEE with evidence of the total amount of said taxes paid by LESSOR with respect to said "Lifestyles" building with respect to such payment.

10. If the leased premises (excluding windows and doors which are the sole responsibility of LESSEE) shall be damaged by fire or other casualty not caused by LESSEE, then, in such event, the rental due shall be reduced or abated in accordance with the extent of said damage and, in the event the premises shall be restored to their original condition existing as of the commencement of this LEASE AGREEMENT within ninety (90) working days from the date of written notification of such damage by LESSEE to LESSORS then, and in such event, this LEASE AGREEMENT shall continue with reduction or abatement of rental in accordance with the extent of said damage. In the event the premises are destroyed or substantially damaged to the extent they cannot be reasonably repaired or restored within ninety (90) working days following such written notification, then this LEASE AGREEMENT shall terminate effective as of the date of such damage or destruction and any prepaid rentals shall be refunded by LESSOR to LESSEE.

11. LESSEE covenants and agrees that LESSOR is to be free from liability and responsibility for damages by reason of any injury to any person

or persons, including employees of LESSEE, or with respect to property damage of any kind whatsoever, and to whomsoever belonging, including that of LESSEE, from any caused in any way by the negligence of LESSEE, while in, upon, or in any way connected with, the leased premises during the term of this Lease, LESSEE covenants and agrees to indemnify and save harmless LESSOR from any and all such liability, loss, cost, and obligations however occurring. LESSOR covenants and agrees to indemnify and save harmless LESSEE from any and all liability, loss, cost and obligations arising from the condition of the trees along Walnut Street adjacent to LESSOR'S building or arising from the damaged condition of the sidewalk caused by the trees.

12. LESSEE further agrees to reimburse to LESSOR (upon written verification) any premium increases in casualty insurance on the leased premises maintained at the option of LESSOR resulting directly from the occupancy and usage of the premises by LESSEE which has caused an increase in such insurance premiums from those existing on the date of commencement of the lease term for the same risk and amount of coverage.

13. Either of the parties hereto, may terminate this LEASE AGREEMENT upon giving 90 (ninety) days written notice to the other party prior to the date of termination. In the event of termination, LESSEE shall remove from the premises on or before the termination date.

14. In the event it is necessary for either of the parties hereto, to enforce any of the provisions of this LEASE AGREEMENT, then the prevailing party shall be entitled to recover their reasonable attorney's fees and court costs incurred in conjunction with the enforcement of the LEASE AGREEMENT.

15. This LEASE AGREEMENT shall be binding upon, and shall


insure to the benefit of, the parties hereto and their successors and assigns.

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

LESSOR:

**COUNT BOONTY, LLC.,
A Missouri Limited Liability Company**

By:



DAVID L. KNIGHT, Administrator
Jeffrey O. Parrish

LESSEE:

REAL ESTATE SALES CONTRACT

THIS CONTRACT (the "Contract"), made and entered into effective this 13th day of January, 2005, (the "Effective Date") by and between COUNT BOONTY, L.L.C., a Missouri Limited Liability Company and David L. Knight and Sherry R. Knight, husband and wife, (herein collectively called "Seller"); and BOONE COUNTY, MISSOURI, a political subdivision of the state of Missouri, through its County Commission ("Buyer"); certain of whom and all of whom are at times herein referred to respectively as "Party" or "Parties";

IN CONSIDERATION of the mutual covenants herein contained and the reliance to be thereto accorded, the Parties hereto agree as follows:

(1) The Seller agrees to sell and convey to Buyer; and Buyer agrees to buy and take from Seller; the following described real estate, located and situated in Boone County, Missouri, (the "Subject Property"), together with all improvements and fixtures thereon, including, if any, gas heaters, central ventilating, central air conditioning, lighting, heating and plumbing equipment and fixtures, attached mirrors, floor covering, window shades, Venetian blinds, storm windows and doors, screens, curtain and drapery rods, awnings, door keys, and other interior and exterior finishes except office furnishings, office equipment, and other tangible personal property owned by Seller or its tenants, all upon the terms and conditions herein contained, to-wit:

The East Thirty-Three (33) feet of the South Seventy-Nine (79) feet of Lot Two Hundred Seventy-Eight (278), and the West Eight (8) feet of the South Seventy-Nine (79) feet of Lot Two Hundred Seventy-Nine (279) in the original Town (now City) of Columbia, Boone County, Missouri; AND

The North Sixty-Three and One Half (63 1/2) feet of Lot Number Two Hundred Seventy-Eight (278) of the original Town (now City) of Columbia, Boone County, Missouri; AND

The South Seventy-Nine (79) feet of Lot Number Two Hundred Seventy-Nine (279) in the original Town (now City) of Columbia, Boone County, Missouri;

Subject to Easements and restrictions of record.

Subject to taxes for 2005 and thereafter.

It is the intent of Seller to sell Buyer all interests in fee simple absolute in and to lands and buildings thereon situated on Lots Two-Seventy Eight (278) and Two Seventy-Nine (279) of the original Town (now City) of Columbia, Boone County, Missouri, and the final description in the commitment to issue an owner's title insurance policy for same shall control.

(2) The Buyer agrees to pay Seller, as the purchase price (the "Purchase Price") for the Subject Property, the sum of two million and fifty thousand dollars, (\$2,050,000.00) payable in cash by Buyer's check or wire transfer at Closing. Provided, however, that Buyer's obligation to close the purchase and sale of the subject property under this contract shall be subject to and contingent upon Buyer's issuance and sale of special obligation bonds in the amount of \$2,015,000.00 at par value on or prior to the closing date of this contract, but in no event later than 60 days of the execution of this contract. In the event the Buyer fails to satisfy this contingency for sale of said bonds, then either Buyer or Seller shall have the right to declare this contract null and void.

(3) This contract and the conveyance contemplated herein have been entered into and will be effectuated pursuant to a threat of condemnation by Buyer; and Buyer does hereby agree to execute other and further documents as are reasonably required to document that this acquisition has been procured by threat of condemnation, so as to allow seller to utilize and comply with Internal Revenue Service Section 1033.

(4) Seller shall, at Seller's expense, furnish to Buyer within Fifteen (15) days of the Effective Date through Guaranty Land Title Insurance, Inc., 2000 Forum, Suite 5, Columbia, Missouri, 65203, ("Title Company") a commitment for an Owner's Policy of Title Insurance (the "Title Commitment") for the Subject Property in an amount equal to the Purchase Price, committing to insure the fee simple title to the Subject Property in Buyer as of the time and date of recordation of Seller's deed, and specifying the exceptions to coverage and any conditions to be satisfied. Within twenty (20) days after delivery of said commitment, Buyer shall deliver to Seller written specification of any objections to the title. Upon receipt of such objections, Seller shall have thirty (30) days from the date of delivery to have such objections corrected. Seller hereby covenants and agrees to use best efforts to correct any objections to title. In the event that such objections are not rectified within said thirty (30) day period, Buyer shall have the right to (a) declare this Contract null and void, or (b) waive such objections, and accept such title as Seller is able to convey. At or before closing, Seller shall execute and deliver to the title

company a lien and possession affidavit in customary form required by the title company, such affidavit to be sufficient to cause the deletion of any exceptions to said title policy relating to rights or claims of parties in possession not shown by the public record and any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records. Buyer shall not be required to object to any mortgage or deed of trust on the Property which can be removed upon the payment of money. Seller agrees to remove any such mortgage or deed of trust upon the payment of money. Seller agrees to remove any such mortgage or deed to trust prior to or at Closing and Buyer may use the proceeds of the Purchase Price to pay any said mortgage or deed of trust not so removed. Following delivery of the deed as hereinafter provided, Buyer shall be entitled to receive, at Seller's expense, the final title insurance policy.

(5) Buyer acknowledges that Seller neither now makes, nor will at anytime in the future make, any express and/or implied warranties and/or representations concerning the zoning, use, condition, and/or other status of the Subject Property or the suitability of the Subject Property for the intended use of Buyer, other than those specifically set forth herein. Buyer acknowledges that the Subject Property is being sold hereunder "AS IS". Seller agrees that Buyer shall have until 2/10^{3/10}, 2005, to exercise by due diligence an investigation into all circumstances surrounding and/or pertaining to the Subject Property to determine the suitability of the Subject Property for Buyer's intended use (the "Due Diligence Period"). During the Due Diligence Period, Buyer shall have the right to conduct, at Buyer's cost, a survey of the Property made by a licensed surveyor. If said survey shall reveal any encroachments, encumbrances, or other title defects of any nature, not otherwise disclosed herein, Buyer shall have the option, by written notice to Seller within seven (7) calendar days of the receipt by Buyer of the survey, to require Seller to obtain title insurance satisfactory to Buyer insuring against any loss up to the purchase price resulting from any such encroachments, encumbrances, or other title defects of any nature, not otherwise disclosed herein, or alternatively, Buyer may terminate this contract. In addition, During the Due Diligence Period, Buyer shall also have reasonable access to the Subject Property for purposes of conducting environmental survey, making tests, inspections, and conducting such investigation Buyer deems appropriate. Buyer shall be granted reasonable access to any building or structure located on and constituting a part of the Subject Property for purposes of inspecting the same as part of an environmental audit and/or to determine the

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structural and physical condition thereof. In the event that Buyer procures an environmental audit or inspection of the Subject Property during the Due Diligence Period, then Buyer shall furnish Seller upon request a copy of any and all statistical reports, findings, and/or audit reports which shall result from such audit and/or inspection. In the event that Buyer determines in its sole and absolute discretion during the Due Diligence Period that the Subject Property is unsuitable for Buyer's intended use and purposes, then Buyer shall give Seller written notice during such Due Diligence Period of Buyer's election to terminate this Contract; and, in such event, this Contract shall be terminated and of no further force and effect. In the event that Buyer shall fail to give written notice of Buyer's election to terminate to Seller within the Due Diligence Period, then this contingency shall be deemed satisfied.

(6) Seller has disclosed the existence of the following tenants presently in possession of the Subject Property, namely, an oral month-to-month tenancy for the law firm of Ford, Parshall and Baker and a written lease with the City of Columbia. It is understood and agreed that as a condition precedent to Buyer's obligation to close this transaction, the law firm of Ford, Parshall & Baker shall execute a written lease with Buyer substantially in the form attached hereto as Exhibit A and that Seller shall assign its lease with the City of Columbia to Buyer effective upon closing as shown on a form acceptable to Buyer. Buyer shall be entitled to all rents accruing from and after the date of closing; any and all rental payments paid or payable to Seller for the month during which closing occurs shall be prorated as between Buyer and Seller as of the closing date. It is further agreed that the provisions of this paragraph pertaining to tenancies and leasing are not intended to merge with the deed at closing but shall exist until proper termination of any such tenancy as specified in said lease. Except as noted herein, Seller represents and warrants there are not and shall not be any other tenants occupying or possessing the Subject Property through the date of closing.

(7) To the best of Seller's knowledge, no hazardous material has been disposed of or otherwise placed and left upon the Subject Property nor has the Subject Property been used for the generation, manufacture, release, discharge, disposal, handling, transportation or storage of hazardous material. For purpose hereof, the term "hazardous material" shall be defined as any chemical, waste, byproduct, pollutant, contaminant, compound, product, substance or other material that is prohibited, controlled or regulated by any federal and/or state laws and/or

regulations pertaining to protection of the environment, natural resources, waste management and/or pollution.

(8) The Seller shall, at Closing, convey by general warranty deed title to the Subject Property marketable in fact (as defined in the applicable Title Standards of the Missouri Bar), free and clear of all interest, liens and encumbrances, subject only to the following (the "Permitted Exceptions"): (a) taxes, general and special, not due and payable at the Closing Date; (b) special assessments that become a lien on or after the Effective Date; (c) the rights of the public in and to any highways, roads, street, or alleys; (d) all applicable zoning and building laws, ordinances and regulations; (e) all matters to which reference is made in the Title Commitment; and (f) any and all other matters which Buyer may accept as herein provided.

(9) Seller shall pay all general real estate taxes levied and assessed against the Subject Property, and all installments of special assessments for the years prior to the calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be prorated between the Buyer and Seller on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount for the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing if and to the extent it is required by law to do so.

(10) This transaction shall be Closed at the offices of the Title Company at 10:00 o'clock A.M. on ~~February 28th~~ ^{MARCH 31st}, 2005, or at such other place, time, or dates as the Parties may mutually agree. At Closing, all of the following shall occur, all of which shall be deemed concurrent conditions, to-wit;

A. Seller shall:

1. deliver to Buyer a General Warranty Deed fully executed and acknowledged by Seller conveying to Buyer title to the Subject Property subject only to the Permitted Exceptions;
2. execute the HUD Settlement Statement prepared by the Title Company;
3. execute an Affidavit that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended;
4. execute the Title Company's standard form of owner's affidavit;
5. pay One-half (1/2) of the Title Company's customary

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closing fee; and

6. pay to the Title Company the cost of the final Owner's Policy of Title Insurance;

B. Buyer shall:

1. deliver or cause to be delivered to Title Company a check, bank money order or wire transfer of immediately available funds for the Purchase Price, as adjusted for closing costs and prorations.

2. pay fees for the recording of the deed and deed of trust, if any;

3. pay One-half (1/2) of the Title Company's customary closing fee; and

4. pay to the Title Company the cost of the lender's Policy of Title Insurance, if any;

C. Possession of the Subject Property shall be delivered to Buyer, subject to the provisions of Paragraph 6 above.

D. Buyer and Seller shall deliver to each other and to the Title Company such documentary and other evidence as may be reasonably required by them or the Title Company evidencing the status and capacity of Buyer or Seller and the authority of the person or persons who are executing the various documents on behalf of Buyer or Seller in connection with this Contract and/or such other and further documents customarily required by the Title Company.

(11) If before delivery of the deed any of the improvements on said property are destroyed or substantially damaged by fire, lightning or any cause, Buyer shall have the option of enforcing this Contract and retaining any and all insurance proceeds, or canceling this contract by written notice within ten (10) days thereafter.

(12) If prior to Closing, all or any part of the Subject Property is taken by eminent domain, or if a condemnation proceeding has been instituted or is threatened against the Subject Property or any part thereof, or if there has been any material adverse change in the condition of the Subject Property after the Due Diligence Period, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may reinspect the Subject Property. Within Ten (10) days after the giving by Seller of such notice, either Seller or Buyer may terminate this Contract by written notice to the other Party. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer

to Buyer all of the Seller's right, title and interest in and to any awards that may be made for such taking.

(13) Any notice, request, demand or other communication required or permitted herein shall be in writing and may be given by actual delivery to the Party to which it is directed. Further, such notice, request, demand, or other communication may be given by certified or registered United States Mail, Federal Express, UPS, Airborne Express or facsimile addressed to the Party to which directed at the address or facsimile number hereinafter set forth:

To Seller: David L. Knight
1203 West Broadway
Columbia, MO 65203
Fax 573-875-5873
with copy to: Jeffery O. Parshall
609 East Walnut
Columbia, MO 65201
Fax 573-875-8154

To Buyer: Boone County Commission
891 E. Walnut, Rm. 245
Columbia, MO 65201
Fax 573-886-4311
with copy to: John L. Patton
County Counselor
601 E. Walnut, Rm. 207
Columbia, MO 65201
Fax 573-886-4413

Any such written notice shall be conclusively deemed given on the earlier of the date of actual delivery or the following date:

A. With respect to delivering by certified or registered United States mail, on the third business day following the date of mailing; and

B. With respect to delivery by Federal Express, UPS and Airborne Express, upon the date of actual delivery by such carrier to the Party to whom or which addressed.

C. With respect to delivery by facsimile transmission, upon confirmed completion of such transmission, provided such written notice is, on such date of transmission, also so mailed or so delivered to Federal Express, UPS or Airborne Express.

Either Party hereto may from time to time change the foregoing address by written notice to the other Party similarly given; provided, however, such change of address shall only be effective upon its actual receipt by the Party to whom it is addressed.

(14) In the event either Party shall be compelled to employ an attorney to enforce the provisions of this Contract, the Parties agree that the non-defaulting Party shall be entitled to recover from the defaulting Party all of his costs and expenses, including reasonable attorney's fees incurred thereby.

(15) The Parties agree that any real estate broker or agent fee, commission or other amount due or claimed to be due for representing Seller or marketing the sale of the subject property shall be the sole responsibility of Seller and that there is no real estate broker or agent representing Buyer. Any Party to this Contract through whom a claim to any broker's, finder's or other fee, commission or cost is made, contrary to the representations made above in this Paragraph, shall indemnify, defend and hold harmless the other Party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other Party, that is in any way related to such claim. The provisions of this Paragraph shall survive the Closing or termination of this Contract.

(16) The Buyer agrees that Seller may elect prior to Closing to not accept cash payment of the Purchase Price and to effectuate a Starker Exchange (a deferred IRC Section 1031 exchange) with respect to the Subject Property. The Buyer agrees to cooperate in such Starker Exchange and execute a Deferred Exchange Agreement Utilizing Qualified Trust, provided that the same shall not contain any obligation of 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.

(17) The Seller agrees that Buyer may assign this Contract; provided, however, Buyer agrees to remain liable under this Contract irrespective of any such assignment.

(18) The following provisions shall be applicable to the entire Contract, unless the specific language of any provision herein shall indicate otherwise;

A. This Contract shall be governed by and construed pursuant to the laws of the State of Missouri.

B. Time is declared to be of the essence of this Contract.

C. The Parties hereto agree that this Contract was negotiated at arm's length and that for purposes of interpretation neither Party shall be deemed the drafter of this Contract.

D. Whenever the context requires, the singular shall be deemed to include the plural, the plural shall be deemed to include each of the singular, and pronouns of one or no gender shall be deemed to include the equivalent pronoun of the other or no gender.

E. Each person whose signature appears subscribed below on behalf of any entity Party hereto who is not a natural person, does hereby warrant that he or she is duly authorized to so subscribe this Contract and that said act is sufficient, or has been made sufficient by co-subscription or seal, to bind and commit said entity to all terms, requirements and conditions of this Contract.

F. All exhibits and other documents specifically referenced herein shall be for all purposes incorporated herein and adopted by reference, as is set forth herein verbatim et literatim.

G. Unless specified otherwise, any reference to a "day" or "days" herein shall mean a calendar day or days.

H. The rights, powers and remedies of either party contained in this Contract are cumulative; and no one of them is exclusive of the others or exclusive of any rights, powers or remedies allowed either party by law, and shall not affect the right of either party to pursue any other equitable or legal remedy to which that party might be entitled so long as any remedy remains unsatisfied or undischarged.

I. No waiver by either Party or any breach of any other Party's obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any prior or subsequent breach of the same or any other obligation, agreement, or covenant, nor shall any forbearance to seek remedy for any such breach be deemed a waiver by either Party of its rights and remedies with respect to such breach or any prior or subsequent breach.

J. Neither this Contract, nor any terms or provisions hereof, may be changed, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, discharge or termination is sought.

K. The covenants, promises and conditions to be performed pursuant to this Contract shall survive the closing of the transaction and shall continue to be binding upon the Parties hereto, their heirs, personal representatives, successors and assigns.

L. This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors and permitted assigns.

M. The parties hereby waive trial by jury in any action or lawsuit brought by either party against the other, at any time, arising out of this Contract or the subject matter of this contact.

IN WITNESS WHEREOF, the Parties have executed and/or caused to be executed this Contract on the date and year first written above.

Seller:

The Count Boonty, L.L.C.

By

David L. Knight, Member and/or
Co-Administrator of Count Boonty, L.L.C
a Missouri Limited Liability Company

Buyer:

Boone County, Missouri

By

Keith Schnarre, Presiding Commissioner

Wade H. Ford, Jr.

Wade H. Ford, Jr., Member and/or
Co-Administrator of Count Boonty, L.L.C
a Missouri Limited Liability Company

Jeffrey O. Parshall

Jeffrey O. Parshall, Member and/or
Co-Administrator Count Boonty, L.L.C.
a Missouri Limited Liability Company

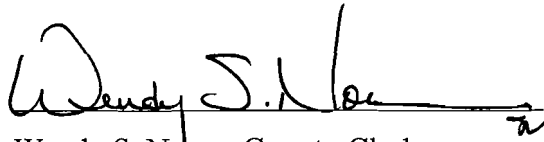
David L. Knight

David L. Knight

Sherry R. Knight

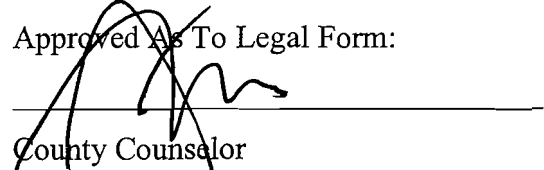
Sherry R. Knight

Attest:



Wendy S. Noren, County Clerk

Approved As To Legal Form:



County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract for the fiscal year of 2005.

Signature

Date

Appropriation Account

OFFICE SPACE LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 2005, by and between Boone County, Missouri, a political subdivision of the state of Missouri, through its County Commission, hereinafter referred to as “LESSOR”; and Ford, Parshall & Baker, L.L.C., hereinafter referred to as “LESSEE”;

WITNESSETH:

1. Subject to and conditioned upon the LESSOR acquiring ownership of following described premises prior to the commencement date specified in paragraph 2 below, the LESSOR hereby leases to LESSEE and LESSEE takes as such, the following described property located at 609 E. Walnut St., Columbia, Missouri 65201, containing approximately 8,815 square feet, generally described as the east 33 feet of the south 79 feet of Lot 278 and the west eight feet of the south 79 feet of Lot 279, and the west 39 feet of the north 63.5 feet of lot 278 and the east 41 feet of the north 63.5 feet of lot 278 of the original town now City of Columbia, Boone County, Missouri..

2. The parties hereby mutually agree to the following terms and conditions and each party acknowledges good and sufficient consideration therefor.

3. Subject to the LESSOR acquiring ownership of the premises prior to the following date of commencement, the term of this Lease shall be for a period of two years commencing on March 1, 2005 and ending February 28, 2007; provided, however, the LESSOR shall have the option and right to terminate the lease during the second year upon not less than 60 days written notice to the LESSEE. It is further understood and agreed that any tenancy by the LESSEE after a second year term shall be on a month-to month basis subject to the terms and conditions of this lease that are otherwise applicable unless the tenancy is terminated or modified upon 30 days advance written notice by the LESSOR to the LESSEE.

4. LESSEE agrees to make payment to LESSOR, during the initial two year term of the Lease, an annual rental of \$84,150.00, payable in equal monthly installments of \$7,012.50 per month, payable in advance on or before the 1st day of each month, beginning March 1, 2005, with similar equal monthly installment payments to be made on or before the first day of each successive month for the initial term of the Lease and thereafter so long as there shall be a tenancy in effect. Any rent due after the second year term shall be same monthly amount unless and until the LESSOR notifies LESSEE of a differing rental amount.

5. Authorized Representatives of LESSEE have inspected the leased premises and LESSEE accepts the same in its present "as is" condition as presently occupied by the LESSEE.

6. Upon termination of this lease or any extension thereof, the LESSEE agrees to relinquish the premises to the LESSOR in a clean condition with all existing built-in furnishings, fixtures, wall, floor, and ceiling coverings and finishes, as well as built-in bookcases and shelving being retained on the premises intact without removal and the same shall be returned to LESSOR in the same or similar condition at the conclusion of the Lease term, or any extension thereof, normal wear and tear excepted.

7. LESSEE shall, during the initial term of this Lease and any extensions thereof, make payment of utility costs incurred in connection with the occupancy of LESSEE of the leased premises. LESSEE agrees to maintain the interior plumbing, heating and air conditioning, and existing electrical systems. It is understood that LESSEE shall be responsible for any repairs or maintenance caused by foreign objects blocking the toilet drains and any consequential damages caused as a result. It is understood that if LESSEE needs more electrical outlets, telephone outlets or increased voltage to operate electrical appliances, LESSEE shall be responsible for the cost of such upgrade and shall not make any changes without written consent of LESSOR. LESSOR shall be obligated to maintain the

roof and exterior walls and structure, but shall have no other obligations for interior maintenance, including exterior doors, window or glass breakage, or cleaning, which shall be the obligation of the LESSEE.

8. LESSEE shall not make structural alterations to the leased premises without obtaining the consent of LESSOR therefor (which LESSOR shall not unreasonably deny). It is understood that the contemplated usage of the premises by LESSEE will be for continued use of law office and for no other purposes. LESSEE shall not assign or sublease the premises without the written consent of LESSOR.

9. The LESSOR as a tax-exempt governmental entity is not subject to taxes or assessments of rental property; nonetheless, in the event that any property taxes, special assessments or other tax based upon the real property is imposed, the financial obligations will be placed on the LESSOR and not the LESSEE. Further, LESSEE agrees to reimburse the LESSOR for the actual costs incurred by the LESSOR for the property and casualty insurance on the premises incurred by the LESSOR within 30 days of invoice by the LESSOR to the LESSEE. LESSOR agrees to provide upon request the documentation which substantiates the invoice, however, provision of such documentation shall not be a condition to the LESSEE'S obligation to reimburse the LESSOR for these expenses. The LESSEE

shall be obligated to carry its own general and public liability insurance at its own expense.

10. If the leased premises (excluding windows and exterior doors which are the sole responsibility of LESSEE) shall be damaged by fire or other casualty not caused by LESSEE, then, in such event, the rental due shall be reduced or abated in accordance with the extent of said damage and, in the event the premises shall be restored to their original condition existing as of the commencement of this LEASE AGREEMENT within ninety (90) working days from the date of written notification of such damage by LESSEE to LESSOR then, and in such event, this LEASE AGREEMENT shall continue with reduction or abatement of rental in accordance with the extent of said damage. In the event the premises are destroyed or substantially damaged to the extent they cannot be reasonably repaired or restored within ninety (90) working days following such written notification, then this LEASE AGREEMENT shall terminate effective as of the date of such damage or destruction and any prepaid rentals shall be refunded by LESSOR to LESSEE.

11. LESSEE covenants and agrees that LESSOR is to be free from liability and responsibility for damages by reason of any injury to any person or persons, including employees of LESSEE, or with respect to property damage of any kind whatsoever, and to whomsoever belonging, including that of LESSEE,

from any cause in any way by the negligence of LESSEE, while in, upon, or in any way connected with, the leased premises during the term of this Lease, LESSEE covenants and agrees to indemnify and save harmless LESSOR from any and all such liability, loss, cost, and obligations however occurring. LESSOR covenants and agrees to indemnify and save harmless LESSEE from any and all liability, loss, costs and obligations arising from the condition of the trees along Walnut Street adjacent to LESSOR'S building or arising from the damaged condition of the sidewalk caused by the trees.

14. It is mutually agreed that this Lease may be terminated by LESSOR for nonpayment of rent at any time after the expiration of thirty (30) days following written notice to LESSEE of nonpayment of the whole or any part of the rent past due, and such termination shall not prejudice LESSOR's right to prosecute for any of the remedies it may have for breach of this Lease. This Lease is made upon the condition that LESSEE shall punctually perform each and all of the covenants and agreements herein set forth to be by LESSEE kept and performed, and if at any time there be any default on the part of the LESSEE in the payment of any amount of money herein agreed to be paid by LESSEE, including rental due hereunder, or in the performance or observance of any of the other covenants and agreements of this Lease not pertaining to the payment of money, and any such default shall continue for a period of thirty (30) days after written notice thereof

shall have been served upon LESSEE, or if LESSEE shall file a petition in voluntary bankruptcy or commence any proceeding for the adjustment of its indebtedness under any applicable provisions of the Bankruptcy Act as then in effect, or if LESSEE be adjudicated a bankrupt in voluntary bankruptcy proceedings and such adjudication shall not have been vacated within forty-five (45) days from the date thereof, or if a Receiver or Trustee of LESSEE'S property be appointed and the order appointing such Receiver or Trustee be not set aside or vacated within forty-five (45) days after the entry thereof, or if LESSEE shall assign LESSEE'S estate or effects for the benefit of creditors, or if during the term of this Lease, LESSEE shall abandon, vacate or remove from the premises the major portion of the goods, wares, equipment or furnishings usually kept on the premises, then, and in any such event, LESSOR may, at its option, forthwith and without further notice, terminate this Lease and re-enter upon and take possession of the demised premises.

15. In the event it is necessary for either of the parties hereto, to enforce any of the provisions of this LEASE AGREEMENT, then the prevailing party shall be entitled to recover their reasonable attorney's fees and court costs incurred in conjunction with the enforcement of the LEASE AGREEMENT.

16. This LEASE AGREEMENT shall be binding upon, and shall inure to the benefit of the parties hereto and their successors and assigns. The signatories to

this LEASE AGREEMENT represent and warrant that they are authorized to bind the entities that are parties to this agreement to the terms and conditions contained herein.

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

Lessee:
Ford, Parshall & Baker L.L.C.

Lessor:
Boone County, Missouri

Wade H. Ford, Member

By _____
Keith Schnarre, Presiding Commissioner

Attest:

Jeffrey O. Parshall , Member

Wendy Noren, County Clerk

Michael R. Baker, Member

Approved As To Legal Form:

County Counselor

OFFICE SPACE LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 31st day of March, 2005, by and between Boone County, Missouri, a political subdivision of the state of Missouri, through its County Commission, hereinafter referred to as "LESSOR"; and Ford, Parshall & Baker, L.L.C., hereinafter referred to as "LESSEE";

WITNESSETH:

1. Subject to and conditioned upon the LESSOR acquiring ownership of following described premises prior to the commencement date specified in paragraph 2 below, the LESSOR hereby leases to LESSEE and LESSEE takes as such, the following described property located at 609 E. Walnut St., Columbia, Missouri 65201, containing approximately 8,815 square feet, generally described as the east 33 feet of the south 79 feet of Lot 278 and the west eight feet of the south 79 feet of Lot 279, and the west 39 feet of the north 63.5 feet of lot 278 and the east 41 feet of the north 63.5 feet of lot 278 of the original town now City of Columbia, Boone County, Missouri..

2. The parties hereby mutually agree to the following terms and conditions and each party acknowledges good and sufficient consideration therefor.

3. Subject to the LESSOR acquiring ownership of the premises prior to the following date of commencement, the term of this Lease shall be for a period of two years commencing on April 1, 2005 and ending March 31, 2007; provided, however, the LESSOR shall have the option and right to terminate the lease during the second year upon not less than 60 days written notice to the LESSEE. It is further understood and agreed that any tenancy by the LESSEE after a second year term shall be on a month-to month basis subject to the terms and conditions of this lease that are otherwise applicable unless the tenancy is terminated or modified upon 30 days advance written notice by the LESSOR to the LESSEE.

4. LESSEE agrees to make payment to LESSOR, during the initial two year term of the Lease, an annual rental of \$84,150.00, payable in equal monthly installments of \$7,012.50 per month, payable in advance on or before the 1st day of each month, beginning April 1, 2005, with similar equal monthly installment payments to be made on or before the first day of each successive month for the initial term of the Lease and thereafter so long as there shall be a tenancy in effect. Any rent due after the second year term shall be same monthly amount unless and until the LESSOR notifies LESSEE of a differing rental amount.

5. Authorized Representatives of LESSEE have inspected the leased premises and LESSEE accepts the same in its present "as is" condition as presently occupied by the LESSEE.

6. Upon termination of this lease or any extension thereof, the LESSEE agrees to relinquish the premises to the LESSOR in a clean condition with all existing built-in furnishings, fixtures, wall, floor, and ceiling coverings and finishes, as well as built-in bookcases and shelving being retained on the premises intact without removal and the same shall be returned to LESSOR in the same or similar condition at the conclusion of the Lease term, or any extension thereof, normal wear and tear excepted.

7. LESSEE shall, during the initial term of this Lease and any extensions thereof, make payment of utility costs incurred in connection with the occupancy of LESSEE of the leased premises. LESSEE agrees to maintain the interior plumbing, heating and air conditioning, and existing electrical systems. It is understood that LESSEE shall be responsible for any repairs or maintenance caused by foreign objects blocking the toilet drains and any consequential damages caused as a result. It is understood that if LESSEE needs more electrical outlets, telephone outlets or increased voltage to operate electrical appliances, LESSEE shall be responsible for the cost of such upgrade and shall not make any changes without written consent of LESSOR. LESSOR shall be obligated to maintain the roof and exterior walls and structure, but shall have no other obligations for interior maintenance, including exterior doors, window or glass breakage, or cleaning, which shall be the obligation of the LESSEE.

8. LESSEE shall not make structural alterations to the leased premises without obtaining the consent of LESSOR therefor (which LESSOR shall not unreasonably deny). It is understood that the contemplated usage of the premises by LESSEE will be for continued use of law office and for no other purposes. LESSEE shall not assign or sublease the premises without the written consent of LESSOR.

9. The LESSOR as a tax-exempt governmental entity is not subject to taxes or assessments of rental property; nonetheless, in the event that any property taxes, special assessments or other tax based upon the real property is imposed, the financial obligations will be placed on the LESSOR and not the LESSEE. Further, LESSEE agrees to reimburse the LESSOR for the actual costs incurred by the LESSOR for the property and casualty insurance on the premises incurred by the LESSOR within 30 days of invoice by the LESSOR to the LESSEE. LESSOR agrees to provide upon request the documentation which substantiates the invoice, however, provision of such documentation shall not be a condition to the LESSEE'S obligation to reimburse the LESSOR for these expenses. The LESSEE shall be obligated to carry its own general and public liability insurance at its own expense.

10. If the leased premises (excluding windows and exterior doors which are the sole responsibility of LESSEE) shall be damaged by fire or other casualty

not caused by LESSEE, then, in such event, the rental due shall be reduced or abated in accordance with the extent of said damage and, in the event the premises shall be restored to their original condition existing as of the commencement of this LEASE AGREEMENT within ninety (90) working days from the date of written notification of such damage by LESSEE to LESSOR then, and in such event, this LEASE AGREEMENT shall continue with reduction or abatement of rental in accordance with the extent of said damage. In the event the premises are destroyed or substantially damaged to the extent they cannot be reasonably repaired or restored within ninety (90) working days following such written notification, then this LEASE AGREEMENT shall terminate effective as of the date of such damage or destruction and any prepaid rentals shall be refunded by LESSOR to LESSEE.

11. LESSEE covenants and agrees that LESSOR is to be free from liability and responsibility for damages by reason of any injury to any person or persons, including employees of LESSEE, or with respect to property damage of any kind whatsoever, and to whomsoever belonging, including that of LESSEE, from any cause in any way by the negligence of LESSEE, while in, upon, or in any way connected with, the leased premises during the term of this Lease, LESSEE covenants and agrees to indemnify and save harmless LESSOR from any and all such liability, loss, cost, and obligations however occurring. LESSOR covenants

and agrees to indemnify and save harmless LESSEE from any and all liability, loss, costs and obligations arising from the condition of the trees along Walnut Street adjacent to LESSOR'S building or arising from the damaged condition of the sidewalk caused by the trees.

14. It is mutually agreed that this Lease may be terminated by LESSOR for nonpayment of rent at any time after the expiration of thirty (30) days following written notice to LESSEE of nonpayment of the whole or any part of the rent past due, and such termination shall not prejudice LESSOR's right to prosecute for any of the remedies it may have for breach of this Lease. This Lease is made upon the condition that LESSEE shall punctually perform each and all of the covenants and agreements herein set forth to be by LESSEE kept and performed, and if at any time there be any default on the part of the LESSEE in the payment of any amount of money herein agreed to be paid by LESSEE, including rental due hereunder, or in the performance or observance of any of the other covenants and agreements of this Lease not pertaining to the payment of money, and any such default shall continue for a period of thirty (30) days after written notice thereof shall have been served upon LESSEE, or if LESSEE shall file a petition in voluntary bankruptcy or commence any proceeding for the adjustment of its indebtedness under any applicable provisions of the Bankruptcy Act as then in effect, or if LESSEE be adjudicated a bankrupt in voluntary bankruptcy

proceedings and such adjudication shall not have been vacated within forty-five (45) days from the date thereof, or if a Receiver or Trustee of LESSEE'S property be appointed and the order appointing such Receiver or Trustee be not set aside or vacated within forty-five (45) days after the entry thereof, or if LESSEE shall assign LESSEE'S estate or effects for the benefit of creditors, or if during the term of this Lease, LESSEE shall abandon, vacate or remove from the premises the major portion of the goods, wares, equipment or furnishings usually kept on the premises, then, and in any such event, LESSOR may, at its option, forthwith and without further notice, terminate this Lease and re-enter upon and take possession of the demised premises.

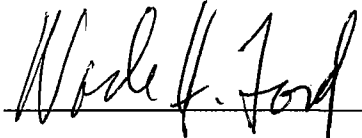
15. In the event it is necessary for either of the parties hereto, to enforce any of the provisions of this LEASE AGREEMENT, then the prevailing party shall be entitled to recover their reasonable attorney's fees and court costs incurred in conjunction with the enforcement of the LEASE AGREEMENT.

16. This LEASE AGREEMENT shall be binding upon, and shall inure to the benefit of the parties hereto and their successors and assigns. The signatories to this LEASE AGREEMENT represent and warrant that they are authorized to bind the entities that are parties to this agreement to the terms and conditions contained herein.

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

Lessee:


Ford, Parshall & Baker L.L.C.



Wade H. Ford, Member

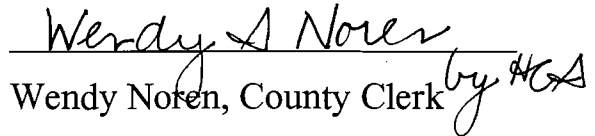
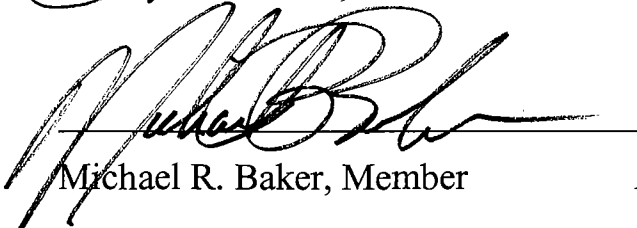
Lessor:

Boone County, Missouri

By 

Keith Schnarre, Presiding Commissioner

Attest:


Jeffrey O. Parshall, Member
Wendy Noren, County Clerk *by HGA*
Michael R. Baker, Member

Approved As To Legal Form:


County Counselor



Recorded in Boone County, Missouri

Date and Time: 03/30/2005 at 11:36:25 AM

Instrument #: 2005007469 Book: 2692 Page: 86

Grantor: KNIGHT, DAVID L

Grantee: BOONE COUNTY MISSOURI

Instrument Type: WD

Recording Fee: \$27.00 S

No. of Pages: 2

Bettie Johnson
Bettie Johnson, Recorder of Deeds



WARRANTY DEED

THIS DEED, made and entered into this 28th day of March, 2005, by and between DAVID L. KNIGHT and SHERRY RUSSELL KNIGHT, husband and wife, hereinafter referred to, jointly and severally, as "GRANTOR"; and BOONE COUNTY, MISSOURI, a political subdivision of the State of Missouri, acting by and through authority of its County Commission, hereinafter referred to as "GRANTEE."

GRANTEE'S mailing address is:

c/o Keith Schnarre
Presiding Commissioner of the County of Boone
Roger Wilson Office Building
801 East Walnut Street
Columbia, Missouri 65201

WITNESSETH: That GRANTOR, for and in consideration of the sum of ten dollars and other valuable consideration paid to GRANTOR, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, and Sell, Convey and Confirm unto GRANTEE the following described real estate, together with all improvements thereon, lying, being and situated in the County of Boone, State of Missouri, to-wit:

The entire undivided one-eighth interest of GRANTOR in and to the following described real estate located in Boone County, Missouri acquired per Trustee's Warranty Deed recorded in Book 2686, Page 84, Deed Records of Boone County, Missouri:

A tract of land being part of Lots Two Hundred Seventy-eight (278) and Two Hundred Seventy-Nine (279) in the Original Town, now City, of Columbia, Boone County, Missouri, further described as part of the tract described by a Quit-Claim Deed recorded in Book 2549, Page 148, and part of the tract described by a Warranty Deed recorded in Book 2625, Page 101, all of the Boone County, Missouri Records.

Beginning at the Southeast corner of Lot 279 in the Original Town, now City of Columbia; thence S 89

degrees 36'40"W, along the southerly line of said Lot 279 and Lot 278, a distance of 113.00 feet; thence leaving said line, N 0 degrees 21'40"W, 79.00 feet; thence S 89 degrees 36'40"W, 47.00 feet to the westerly line of said Lot 278; thence N 0 degrees 21'40"W, along said line, 63.50 feet to the Northwest corner of said Lot 278; thence N 89 degrees 36'40"E, along the northerly line thereof, and the northerly line of said Lot 279, a distance of 87.87 feet; thence S 0 degrees 47'50"E, along the middle of a common wall, 64.07 feet; thence N 89 degrees 27'10"E, along the middle of a common wall, 71.64 feet to the easterly line of said Lot 279; thence S 0 degrees 21'40"E, along said line 78.63 feet to the beginning.

Subject to easements and restrictions of record and subject to real estate taxes for 2005 and thereafter.

GRANTOR, Sherry Russell Knight, hereby joins to convey any marital rights she might or could claim in and to the subject property.

TO HAVE AND TO HOLD the premises aforesaid, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto GRANTEE and unto the successors and assigns of GRANTEE forever, with GRANTOR hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that GRANTOR has good right to convey title to the same; and that GRANTOR will warrant and defend the title to said premises unto GRANTEE and unto the successors and assigns of GRANTEE forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the undersigned, do hereby cause the above and foregoing Warranty Deed to be executed as of the day and year first above written.

GRANTOR:
David L. Knight

DAVID L. KNIGHT

Sherry Russell Knight

SHERRY RUSSELL KNIGHT

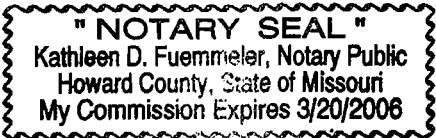
STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 28th day of March, 2005, before me personally appeared DAVID L. KNIGHT and SHERRY RUSSELL KNIGHT, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they did so as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, on the day and year first above written.

Kathleen D. Fuemmeler

NOTARY PUBLIC





Recorded in Boone County, Missouri

Date and Time: 03/30/2005 at 11:36:25 AM

Instrument #: 2005007468 Book: 2692 Page: 85

Grantor: KNIGHT, DAVID L TRUSTEE

Grantee: BOONE COUNTY MISSOURI

Instrument Type: TRST

Recording Fee: \$27.00 S

No. of Pages: 2

Bettie Johnson

Bettie Johnson, Recorder of Deeds



TRUSTEE'S WARRANTY DEED

THIS DEED, made and entered into this 28th day of March, 2005, by and between DAVID L. KNIGHT, as Trustee of the DAVID L. KNIGHT TRUST U/T/A 7/15/91, hereinafter referred to as "GRANTOR"; and BOONE COUNTY, MISSOURI, a political subdivision of the State of Missouri, acting by and through authority of its County Commission, hereinafter referred to as "GRANTEE."

GRANTEE'S mailing address is: c/o Keith Schnarre
Presiding Commissioner of the County of Boone
Roger Wilson Office Building
801 East Walnut Street
Columbia, Missouri 65201

WITNESSETH: GRANTOR, for and in consideration of the sum of ten dollars and other valuable consideration paid by GRANTEE, the receipt of which is hereby acknowledged, does by these presents Bargain and Sell, Convey and Confirm unto GRANTEE the following described real estate situated in the County of Boone and State of Missouri, to-wit:

An undivided one-eighth interest owned by GRANTOR in and to the following described real estate located in Boone County, Missouri (equaling one-half of the total interest of GRANTOR therein):

A tract of land being part of Lots Two Hundred Seventy-eight (278) and Two Hundred Seventy-Nine (279) in the Original Town, now City, of Columbia, Boone County, Missouri, further described as part of the tract described by a Quit-Claim Deed recorded in Book 2549, Page 148, and part of the tract described by a Warranty Deed recorded in Book 2625, Page 101, all of the Boone County, Missouri Records.

Beginning at the Southeast corner of Lot 279 in the Original Town, now City of Columbia; thence S 89 degrees 36'40"W, along the southerly line of said Lot 279 and Lot 278, a distance of 113.00 feet; thence leaving said line, N 0 degrees 21'40"W, 79.00 feet; thence S 89 degrees 36'40"W, 47.00 feet to the westerly

line of said Lot 278; thence N 0 degrees 21'40"W, along said line, 63.50 feet to the Northwest corner of said Lot 278; thence N 89 degrees 36'40"E, along the northerly line thereof, and the northerly line of said Lot 279, a distance of 87.87 feet; thence S 0 degrees 47'50"E, along the middle of a common wall, 64.07 feet; thence N 89 degrees 27'10"E, along the middle of a common wall, 71.64 feet to the easterly line of said Lot 279; thence S 0 degrees 21'40"E, along said line 78.63 feet to the beginning.

Subject to easements and restrictions of record and real estate taxes for 2005 and thereafter.

GRANTOR warrants, represents, and certifies that he is the presently acting Sole Trustee of the DAVID L. KNIGHT TRUST U/T/A 7/15/91; that this conveyance is made pursuant to the powers conferred upon him as Trustee under the terms and provisions of the Trust Agreement of said Trust (which specifically includes the power and authority to sell and convey real estate held by him as Trustee of said Trust); that said Trust remains in full force and effect as of the date of execution of this TRUSTEE'S WARRANTY DEED and that the only amendment or modification thereto was the restatement of the same made by the undersigned both as Settlor and as Trustee of said Trust on August 12, 2002 which related to Trustee designation and residuary distribution, but which did not in any manner concern the power or ability of GRANTOR to convey the hereinabove described real estate.

TO HAVE AND TO HOLD the premises aforesaid, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto GRANTEE and unto the successors and assigns of GRANTEE forever, with GRANTOR hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that GRANTOR has good right to convey the above described title to the same; and that GRANTOR will warrant and defend such title to said premises unto GRANTEE and unto the successors and assigns of GRANTEE forever, against the lawful claims and demands of all persons..

IN WITNESS WHEREOF, the undersigned, does hereby cause the above and foregoing Trustee's Warranty Deed to be executed as of the day and year first above written.

GRANTOR:

David L. Knight

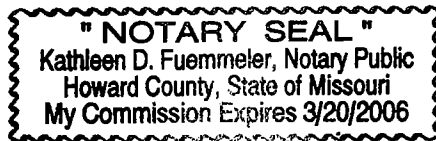
DAVID L. KNIGHT as Sole Trustee of the DAVID L. KNIGHT TRUST, U/T/A 7/15/91

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 28th day of March, 2005, before me personally appeared DAVID L. KNIGHT, as Trustee of the DAVID L. KNIGHT TRUST U/T/A 7/15/91, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he did so as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, on the day and year first above written.

Kathleen D. Fuemmeler
NOTARY PUBLIC





Recorded in Boone County, Missouri

Date and Time: 03/30/2005 at 11:36:25 AM

Instrument #: 2005007467 Book: 2692 Page: 84

Grantor: COUNT BOONTY LLC

Grantee: BOONE COUNTY MISSOURI

Instrument Type: WD

Recording Fee: \$30.00 S

No. of Pages: 3

Bettie Johnson
Bettie Johnson, Recorder of Deeds



WARRANTY DEED

THIS DEED, made and entered into this 22nd day of March, 2005, by and between COUNT BOONTY, L.L.C., a Missouri limited liability company, acting by and through all its members and Co-Administrators, hereinafter referred to as "GRANTOR"; and BOONE COUNTY, MISSOURI, a political subdivision of the State of Missouri, acting by and through authority of its County Commission, hereinafter referred to as "GRANTEE."

GRANTEE'S mailing address is: c/o Keith Schnarre
Presiding Commissioner of the County of Boone
Roger Wilson Office Building
801 East Walnut Street
Columbia, Missouri 65201

WITNESSETH: That GRANTOR, for and in consideration of the sum of ten dollars and other valuable consideration paid to GRANTOR, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, and Sell, Convey and Confirm unto GRANTEE the following described real estate, together with all improvements thereon, lying, being and situated in the County of Boone, State of Missouri, to-wit:

The entire undivided three-fourths (3/4) interest owned by GRANTOR in and to the following described real estate located in Boone County, Missouri:

A tract of land being part of Lots Two Hundred Seventy-eight (278) and Two Hundred Seventy-Nine (279) in the Original Town, now City, of Columbia, Boone County, Missouri, further described as part of the

tract described by a Quit-Claim Deed recorded in Book 2549, Page 148, and part of the tract described by a Warranty Deed recorded in Book 2625, Page 101, all of the Boone County, Missouri Records.

Beginning at the Southeast corner of Lot 279 in the Original Town, now City of Columbia; thence S 89 degrees 36'40"W, along the southerly line of said Lot 279 and Lot 278, a distance of 113.00 feet; thence leaving said line, N 0 degrees 21'40"W, 79.00 feet; thence S 89 degrees 36'40"W, 47.00 feet to the westerly line of said Lot 278; thence N 0 degrees 21'40"W, along said line, 63.50 feet to the Northwest corner of said Lot 278; thence N 89 degrees 36'40"E, along the northerly line thereof, and the northerly line of said Lot 279, a distance of 87.87 feet; thence S 0 degrees 47'50"E, along the middle of a common wall, 64.07 feet; thence N 89 degrees 27'10"E, along the middle of a common wall, 71.64 feet to the easterly line of said Lot 279; thence S 0 degrees 21'40"E, along said line 78.63 feet to the beginning.

Subject to real estate taxes for 2005 and thereafter.

The undersigned hereby warrant and represent that they are the sole owners and sole Co-Administrators of County Boonty, L.L.C. which is a Missouri limited liability company having current good standing in the Office of the Missouri Secretary of State.

TO HAVE AND TO HOLD the premises aforesaid, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto GRANTEE and unto the successors and assigns of GRANTEE forever, with GRANTOR hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that GRANTOR has good right to convey title to the same; and that GRANTOR will warrant and defend the title to said premises unto GRANTEE and unto the successors and assigns of GRANTEE forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the undersigned, does hereby cause the above and foregoing Warranty Deed to be executed as of the day and year first above written.

GRANTOR:

COUNTY BOONTY, L.L.C.

By David L. Knight
DAVID L. KNIGHT,
Member and Co-Administrator

Wade H. Ford, Jr.
WADE H. FORD, JR.,
Member and Co-Administrator

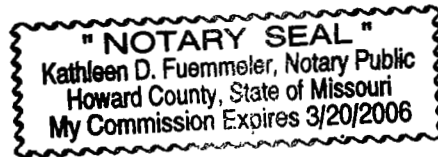
Jeffrey O. Parshall
JEFFREY O. PARSHALL,
Member and Co-Administrator

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 18th day of March, 2005, before me personally appeared **DAVID L. KNIGHT and JEFFREY O. PARSHALL**, as members and Co-Administrators of **Count Boonty, L.L.C.**, a Missouri limited liability company, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they did so as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, on the day and year first above written.

Kathleen D. Fuemmeler
NOTARY PUBLIC

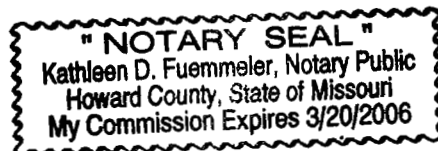


STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 22nd day of March, 2005, before me personally appeared **WADE H. FORD, JR.**, as member and Co-Administrator of **Count Boonty, L.L.C.**, a Missouri limited liability company, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he did so as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, on the day and year first above written.

Kathleen D. Fuemmeler
NOTARY PUBLIC



04-58



GUARANTY LAND TITLE INSURANCE, INC.
WWW.GUARANTYTITLE.COM
"Under All Lies The Land"

Columbia Office:
607 E. Ash Street
Columbia, MO 65201
Ph: (573) 449-5263
Fax: (573) 449-3311

Jefferson City Office
2013 Williams Street
Suite B
Jefferson City, MO 65109
Ph: (573) 636-8388
Fax: (573) 636-8835

Boonville Office:
512 Sixth Street
Professional Building
Boonville, MO 65233
Ph: (660) 882-5619
Fax: (660) 882-3117

Lake Area Office:
One Financial Center
Suite 104, Route 3
Osage Beach, MO 65065
Ph: (573) 348-3377
Fax: (573) 348-2988

California Office:
516 N. East Street
Courthouse Square
California, MO 65018
Ph: (573) 796-8291
Fax: (573) 796-8292

Rolla Office:
406 W. Main Street
Suite A
Rolla, MO 65401
Ph: (573) 364-4569
Fax: (573) 364-8117

Moberly Office:
101 Executive Building
541 W. Coates
Moberly, MO 65270
Ph: (660) 263-0020
Fax: (660) 263-2041

Waynesville Office:
P.O. Box 582
Waynesville, MO 65583
Ph: (573) 336-8476
Fax: (573) 336-7671

Commercial Division:
607 E. Ash Street
Lower Level
Columbia, MO 65201
Ph: (573) 874-4912
Fax: (573) 874-4916

*File
Lefebvre*

RECEIVED
JUN 10 2005

RECEIVED
JUN 20 2005
BOONE COUNTY CLERK

June 9, 2005

Mr. John Patton
Boone County Councilor
601 East Walnut
Columbia MO 65201
re: 101 N. 7th and 609 E. Walnut

Dear Mr. John Patton:

Enclosed is the owner's policy of title insurance for 101 N. 7th Street and 609 E. Walnut.
Please review and let me know if you have any questions or concerns.

It has been a pleasure doing business with both you and the County. Please let me know if I ever may be of future assistance.

Sincerely,

Adam Plevyak
Executive Vice President
Guaranty Land Title Insurance, Inc.
Adam_Plevyak@GuarantyTitle.com
Ph: 573-449-5263 x 111

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

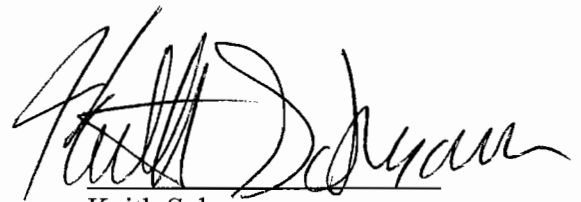
March Session of the January Adjourned Term. 20 05

In the County Commission of said county, on the 31st day of March 20 05

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

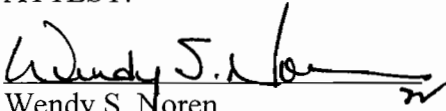
Now on this day the County Commission of the County of Boone does hereby award bid 08-08MAR05 for Tires – Heavy Duty Trucks and Large Equipment Term and Supply to Cross-Midwest Tire. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 31st day of March, 2005.

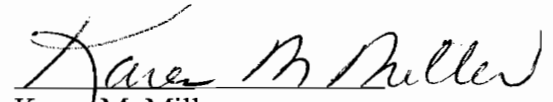


Keith Schnarre
Presiding Commissioner

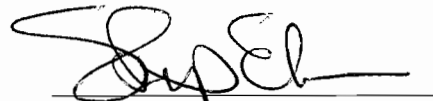
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

140-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: March 14, 2005
RE: 08-08MAR05 Tires-Heavy Trucks & Large Equipment Term & Supply

The Bid for Tires-Heavy Trucks & Large Equipment Term & Supply for the Public Work's Department closed March 8, 2005. One bid was received due to the market fluctuation in the prices of petroleum based products. Therefore, Purchasing and the Public Work's Department recommend award to the only bidder, Cross-Midwest Tire.

This Term & Supply contract will be paid out of department 2040 Public Works Maintenance Operations, Account Number 59105 Tires. The budgeted amount for FY 2005 is \$63,454.00.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Greg Edington, Sheriff's Department
Bid File

Bid Tabulation
08-08MAR05 - Tires-Heavy Duty Trucks and Large Equipment

		Cross Midwest Tire			
Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)
4.7.1.a.	225/70 R19.5 Steering	16PR	General LMT - 400	5682410000	\$ 154.00
4.7.1.b.	225/70 R19.5 Drive	16PR	General LMT - 450	5682400000	\$ 154.00
4.7.1.c.	225/70 R19.5 Drive Recap	16PR	Bandag - BDR A/S	283DRA	\$ 97.00
4.7.2.a.	10.00-R22.5 Steering *	14 PR	Firestone - T559	290-483	\$ 225.00
4.7.2.b.	10.00-R22.5 Drive *	12 PR	Firestone - FD663	281-034	\$ 230.00
4.7.2.c.	10.00-R22.5 Drive Recap	12PR	Bandag - BDR A/S	387DRA	\$ 109.00
4.7.3.a.	10.00-R20 Steering *	16PR	Firestone - T819	249-497	\$ 210.00
4.7.3.b.	10.00-R20 Drive *	16PR	Firestone - T831	281-549	\$ 230.00
4.7.3.c.	10.00-R20 Drive Recap	16PR	Bandag - BDR A/S	821-DRA	\$ 116.00
4.7.4.a.	11-R22.5 Steering *	16PR	Firestone - T819	294535	\$ 191.00
4.7.4.b.	11-R22.5 Drive *	16PR	Firestone - T831	281557	\$ 215.00
4.7.4.c.	11-R22.5 Drive Recap	16PR	Bandag - BDR A/S	388DRA	\$ 116.00
4.7.5.	315/80 R22.5 Steering *	20PR	Firestone - T819	157-147	\$ 262.00
4.7.6.	255/70 R22.5 Steering	16PR	Firestone - T575	398-415	\$ 216.00
4.7.7.	TOTAL				\$ 2,525.00

Bid Tabulation

08-08MAR05 - Tires-Heavy Duty Trucks and Large Equipment

		Cross Midwest Tire	
		*=On/Off Road Compound	

Bid Tabulation

08-08MAR05 - Tires-Heavy Duty Trucks and Large Equipment

Cross Midwest Tire

Category 2 – Tire, Off-Road, Radial, Construction Equipment						
Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)	
4.7.8.	14.00-R24	16	(New) Bridgestone - VUT1*	293-954	\$ 540.00	
4.7.9.	14.00-R24	16	(Recap XHA Tread)B&R Retreading	14-RST24	\$ 310.00	
4.7.10.	17.5-R25	12	XHA Bridgestone - VUT	422-827	\$ 782.00	
4.7.11.	15.5-R25	12	XHA Bridgestone - VUT	422-606	\$ 584.00	
4.7.12.	20.5-R25	12	XHA Bridgestone - VUT	420-344	\$ 1,270.00	
4.7.13.	TOTAL				\$ 3,486.00	
Category 3 – Tire, Front and Rear Agriculture and Industrial						
Item #	Size	Ply Rating	Tire Code	Type & Brand	Stock No.	Price (each)
4.7.14.	6.00-16	6	F-2	Firestone Champ Guide Grip	300-810	\$ 33.00
4.7.15.	7.50-16	8	F-2	Firestone Champ Guide Grip	356-182	\$ 57.00
4.7.16.	11L-16	10	NHS	Firestone Champ Guide Grip	314-625	\$ 82.00
4.7.17.	14.9-R24 FWD	6	R-1	Firestone Rad All True	362-715	\$ 380.00
4.7.18.	19.5L-R24	10	R-4	Firestone Rad All True Utility	360-082	\$ 474.00
4.7.19.	18.4-R34	Two Star (8-10 PR)	R-1	Firestone RAJ All True 23'	362-392	\$ 548.00
4.7.20.	13.6-R28 FWD	10PR	R-1	Firestone RAJ All True FWD	362-454	\$ 396.00
4.7.21.	12-16.5	12PR	NHS	Firestone Delta Force HD	362-131	\$ 107.00
4.7.22.	9.50-R16.5	8PR	F	Firestone Transforce HT	189-820	\$ 70.00
4.7.23.	TOTAL					\$ 2,147.00

Bid Tabulation
08-08MAR05 - Tires-Heavy Duty Trucks and Large Equipment

		Cross Midwest Tire	
Item #	Category 4 – Additional Tire Related Services		Price
4.7.24.	Tire Repair – In Shop (each)	\$	20.00
4.7.25.	Alignment – Front End (each)	\$	125.00
4.7.26.	Balancing of Tire (each)	\$	16.00
4.7.27.	Alignment – Front and Rear (each)	\$	125.00
4.7.28.	Service Call in County (per hour)	\$	45.00
4.7.29.	Service Call in County (per mile)		N/C
4.7.30.	Flat Shop Rate (per hour)	\$	50.00
4.7.31.	Mounting and Dismounting (Medium Truck Tires)	\$	18.00
4.7.32.	Mounting and Dismounting Tires Dry Tires (per cross section inch)	\$	2.00
4.7.33	Mounting and Dismounting Tires with Fluid (per cross section inch)	\$	3.00
4.7.34.	Tire Disposal – Categories 1 & 2 (per tire)	\$	4.00
4.7.35.	Tire Disposal – Category 3 (per tire)	\$	7.00
4.7.36.	TOTAL	\$	415.00
4.8.	Minimum discount for all product lines introduced after inception of the contract and all existing lines not specified herein: _____ %		0%
4.9.	Maximum Percentage Increase for each potential renewal period:		
	_____ % 1 st Renewal Period		2%
	_____ % 2 nd Renewal Period		2%
4.10.	Refeneces		Yes/ attached
4.11.	Listed warranty		Yes/ attached
4.13.	Co-op		Yes
	Addendum		Yes
No Bid			
Opened by:		Heather Turner	
Recorded by:		Debbie Crutchfield	
Date:		8/8/2005	
Time:		1:30PM	

**PURCHASE AGREEMENT
FOR
TIRES-HEAVY TRUCKS AND LARGE EQUIPMENT TERM AND
SUPPLY**

THIS AGREEMENT dated the 31 day of MARCH 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cross-Midwest Tire**, herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Tires-Heavy Trucks and Large Equipment Term and Supply**, County of Boone Request for Bid, bid number **08-08MAR05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated February 25, 2005 and executed by Steve McCray, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on April 1, 2005 and extend through March 31, 2006 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for one additional one-year period subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to in section 4.7.1. through 4.7.36., 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. Delivery - Contractor agrees to deliver the items as specified and as requested by the County.

5. 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.

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

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

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

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

Cross-Midwest Tire
 by *Steve McG*
 title Manager
 address 2304 Business Loop 70E
Columbia Mo 65201

BOONE COUNTY, MISSOURI

by *Keith Schnarre*
 Boone County Commission
 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) 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.)

2040/59105 Term/Supply

no encumbrance required *3/16/05*
 Signature *Boyer* Date Appropriation Account

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 05

In the County Commission of said county, on the

31st day of March 20 05

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

Now on this day the County Commission of the County of Boone does hereby award bid 14-25FEB05 Model Year 2005 Cargo Van to Roberts Auto Plaza, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 31st day of March, 2005.

Keith Scharre
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

Heather Turner, CPPB
Buyer



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

141-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: March 21, 2005
RE: 14-25FEB05 Model Year 2005 Cargo Van

The Bid for a Model Year 2005 Cargo Van closed on February 25, 2005. Three bids were received. The bid from the low bidder, Putnam Chevrolet, was determined to be non-responsive because they did not meet the minimum 138" wheelbase requirement in the bid. Therefore, Purchasing and the Sheriff's department recommend award to Roberts Auto Plaza, Inc. for submitting the next lowest bid.

Total cost of the contract is \$20,515.00 to be paid out of department 2902 – Corrections, LE Sales Tax, account number 92400 – Replacement Autos/Trucks. Insurance money from the totaled cargo van will cover \$14,000.00 of the purchase. The remaining \$6,515.00 will be moved from account 2900 – Law Enforcement Sales Tax, account number 86800 – Emergency.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Leasa Quick, Sheriff's Department
Bid File

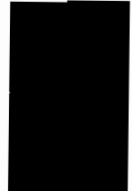
BID TABULATION
14-25FEB05 - MODEL YEAR 2005 CARGO VAN

4.7.	PRICING	Putnam Chevrolet	Don Brown Chevrolet	Roberts Auto Plaza
4.7.1.	2005 Cargo Van	\$20,317.00	\$21,948.00	\$20,515.00
4.8.	DESCRIBE ANY DEVIATIONS	None	The seat delete makes it a 5 passenger van	Full rubber floor covering is standard, 31 gallon fuel tank, 2 front radio speakers
4.9.	DESCRIBE WARRANTY	3 year/36,000 miles	None Listed	3 year/36,000 miles
4.11.	Coop	Yes	Yes	Yes
4.12.	Delivery ARO	60-90 Days	Approx. 70 Days	60-100 Days
4.13.	Lot or Order?	Order	Order	Order by April 25, 2005

No Bid

Mike Kehoe Ford

*Return P.O.
Purchasing*



PURCHASE REQUISITION BOONE COUNTY, MISSOURI

3/21/05

DATE

10303

Roberts Auto Plaza, Inc.

To: County Clerk's Office

VENDOR NO.

VENDOR NAME

Comm Order # 141-2005

ADDRESS

CITY

Return to Auditor's Office

BID DOCUMENTATION

**This field MUST be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3**

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (<\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

Transaction Not Subject To Bidding For The Following Reason:

- Utility
- Travel
- Dues
- Refund
- Cooperative Agreement
- Other (Explain):
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

MAR 21 2005

BOONE COUNTY AUDITOR

#14-25FEB05

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department # 2902

Bill To Department # 2902

Department		Account	Item Description	Qty	Unit Price	Amount	
9	0	2	9 2 4 0 0	Model Year 2005 Cargo Van	1	20515.00	20515.00
			TOTAL			20515.00	

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Requesting Official

(Pending receipt of \$14,000 insurance proceeds)

Auditor Approval

**PURCHASE AGREEMENT FOR
MODEL YEAR 2005 CARGO VAN**

THIS AGREEMENT dated the 31 day of MARCH 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Roberts Auto Plaza, Inc.**, 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 a Model Year 2005 Cargo Van, bid number **14-25FEB05** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated February 17, 2005 executed by Floyd Smither, 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, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the items identified and responded to in section 4.7.1. of the bid for a total cost of Twenty Thousand Five Hundred Fifteen Dollars (\$20,515.00).
3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 60-100 days after receipt of order.
4. **Billing and Payment** - All billing shall be invoiced to Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services 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.

Roberts Auto Plaza, Inc.

by Floyd Smither
title Fleet Manager

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

Signature Jane Pitchford by KF Date 3/23/2005 Appropriation Account 2902/92400 - \$20,515.00

CERTIFIED COPY OF ORDER

142 -2005

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 05

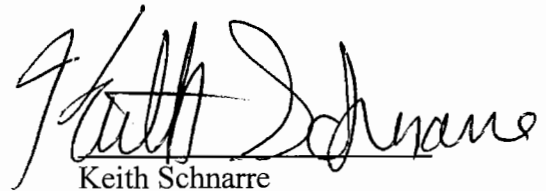
In the County Commission of said county, on the

31st day of March 20 05

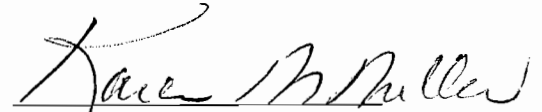
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 16-08MAR05 for Street Name Signs Term and Supply to J & A Traffic Products. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

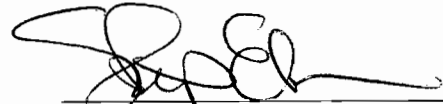
Done this 31st day of March, 2005.



Keith Schnarre
Presiding Commissioner

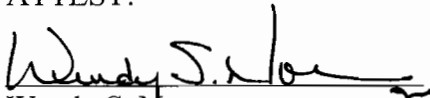


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

142-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: March 21, 2005
RE: 16-08MAR05 Street Name Signs Term & Supply

The Bid for Street Name Signs Term & Supply for the Public Work's Department closed March 16, 2005. Four bids and one alternate bid were received. Public Works recommends award to the second low bidder, J & A Traffic Products, due to the significant difference in delivery times between the low bid and second low bidder (see attached memo from David Mink).

This Term & Supply contract will be paid out of department 2040 Public Works Maintenance Operations, Account Number 26600 Street/Traffic/Construction Signs. The budgeted amount for FY 2005 is \$46,310.00.

Please find attached a recommendation for award memo from the Purchasing Department, a memo from David Mink dated March 17, 2005, and a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Chip Estabrooks, Public Works
David Mink, Public Works
Bid File

**Bid Tabulation
16-08MAR05 - Street Name Signs Term & Supply**

4.7.	Pricing		Kelpet's Signs & Banners-Fiberglass		Kelpet's Signs & Banners-Aluminum		Rocal, Inc.-Aluminum		Vulcan Signs		J & A Traffic Products	
	Single Sided		Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price
	Size	Est Qty										
4.7.1.	24"x10"	10	20.40	204.00	34.59	345.90	10.47	104.70	8.65	86.50	12.55	125.50
4.7.2.	24"x13"	10	24.65	246.50	39.73	397.30	13.61	136.10	10.87	108.70	15.66	156.60
4.7.3.	30"x10"	80	27.84	2227.20	32.59	2607.20	13.08	1046.40	10.42	833.60	14.60	1168.00
4.7.4.	30"x13"	10	33.60	336.00	37.51	375.10	17.00	170.00	13.58	135.80	17.76	177.60
4.7.5.	36"x10"	140	30.87	4321.80	36.78	5149.20	15.70	2198.00	12.53	1754.20	16.18	2265.20
4.7.6.	36"x13"	10	39.00	390.00	39.00	390.00	20.41	204.10	16.28	162.80	20.18	201.80
4.7.7.	42"x10"	100	35.00	3500.00	41.00	4100.00	18.32	1832.00	14.63	1463.00	17.83	1783.00
4.7.8.	42"x13"	10	42.00	420.00	46.00	460.00	23.81	238.10	18.99	189.90	22.35	223.50
4.7.9.	48"x10"	140	37.80	5292.00	42.00	5880.00	20.93	2930.20	16.68	2335.20	19.77	2767.80
4.7.10.	48"x13"	20	46.00	920.00	50.50	1010.00	27.21	544.20	21.69	433.80	24.24	484.80
4.7.11.	54"x10"	80	61.00	4880.00	45.60	3648.00	23.55	1884.00	18.79	1503.20	21.47	1717.60
4.7.12.	54"x13"	25	76.40	1910.00	55.23	1380.75	30.62	765.50	24.45	611.25	26.42	660.50
4.7.13.	60"x10"	100	66.00	6600.00	59.38	5938.00	26.17	2617.00	20.89	2089.00	23.24	2324.00
4.7.14.	60"x13"	10	85.00	850.00	60.00	600.00	34.02	340.20	27.15	271.50	29.18	291.80
4.7.15.	18"x4"	10	20.00	200.00	20.00	200.00	3.50	35.00	3.35	33.50	8.00	80.00
4.7.16.			Total Single Sided	32297.50		32481.45		15045.50		12011.95		14427.70

Bid Taburation
16-08MAR05 - Street Name Signs Term & Supply

	Double Sided		Kelpie Signs & Banners-Fiberglass		Kelpie's Signs & Banners-Aluminum		Rocal, Inc.		Vulcan Signs		J & A Traffic Products	
	Size	Est Qty	Unit Price	Total Price	Unit Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
4.7.1.	24"x10"	10	23.40	234.00	37.59	375.90	14.72	147.20	12.35	123.50	16.05	160.50
4.7.2.	24"x13"	10	28.65	286.50	42.73	427.30	19.14	191.40	15.69	156.90	20.05	200.50
4.7.3.	30"x10"	40	29.00	1160.00	36.39	1455.60	18.40	736.00	15.04	601.60	18.10	724.00
4.7.4.	30"x13"	10	38.25	382.50	40.51	405.10	23.92	239.20	19.59	195.90	23.12	231.20
4.7.5.	36"x10"	70	35.00	2450.00	40.91	2863.70	22.08	1545.60	18.08	1265.60	19.95	1396.50
4.7.6.	36"x13"	10	43.00	430.00	43.00	430.00	28.71	287.10	23.50	235.00	26.28	262.80
4.7.7.	42"x10"	50	40.00	2000.00	43.40	2170.00	25.76	1288.00	21.11	1055.50	21.95	1097.50
4.7.8.	42"x13"	10	47.00	470.00	49.00	490.00	33.49	334.90	27.40	274.00	29.55	295.50
4.7.9.	48"x10"	70	42.45	2971.50	47.00	3290.00	29.44	2060.80	24.08	1685.60	24.62	1723.40
4.7.10.	48"x13"	20	52.00	1040.00	56.50	1130.00	38.27	765.40	31.31	626.20	29.55	591.00
4.7.11.	54"x10"	40	66.00	2640.00	50.60	2024.00	33.12	1324.80	27.11	1084.40	26.55	1062.00
4.7.12.	54"x13"	25	83.40	2085.00	62.25	1556.25	43.06	1076.50	35.28	882.00	32.95	823.75
4.7.13.	60"x10"	50	72.00	3600.00	65.50	3275.00	36.80	1840.00	30.15	1507.50	28.66	1433.00
4.7.14.	60"x13"	10	93.00	930.00	68.00	680.00	47.84	478.40	39.19	391.90	37.38	373.80
4.7.15.	18"x4"		N/A		N/A		N/A		N/A		N/A	
4.7.16.	Total Double Sided			20679.50		20572.85		12315.30		10085.60		10375.45
4.9.	Warranty period against fading, chipping, or peeling:			7 Years			Per 3M Co. Standard Warranty		Standard		30 Days	
4.10.	Maximum Percentage Increase for % 2nd Year;			5%			5%		Prices firm for one year then consider extending upon mutual agreement by both parties.		5%	
	% 3rd Year			5%			5%				7%	
4.11.	Delivery After Receipt of Order:			10 Bus. Days			30-45 Days		30-45 Days		21-28 Days	
4.13.	CO-OP			Yes			Yes		No		Yes	

No Bid
Hall Signs
Metallic Arts
Ernies Signs

Boone County Purchasing

Heather Turner, CPPB
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
Email: hturner@boonecountymo.org

TO: Chip Estabrooks
Public Works

FROM: Heather Turner, CPPB
Buyer, Purchasing

DATE: March 11, 2005

RE: BID AWARD RECOMMENDATION - BID #16-08MAR05 Street Name Signs Term
and Supply

Attached is the tabulation and the bid responses received for the above referenced bid. Please return this cover sheet with your recommendation after you have completed the evaluation of this bid. If you have any questions, please call 886-4392 or e-mail: hturner@boonecountymo.org.

Note: The overall low bidder is Vulcan Signs, however, only 2 bidders (Kelpé's Signs & Banners and Rocal, Inc.) submitted the required samples.

DEPARTMENT REPLY:

Department Number: 2040
Account Number: 26000
Budgeted: \$ 46,310

Award Bid as Follows:

Recommend rejecting the bids for reasons detailed on attached page. (Attach department recommendation).

Department Head Signature:


David Mink

Date: 3/17/05

Boone County Public Works

David W. Mink, P.E.

Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (223)
FAX (573) 875-1602
EMAIL: dmink@boonecountymo.org

Date: March 17, 2005

To: County Commission

From: David Mink *DWM*

Subject: Bid 16-08MAR05 – Street Name Signs Term & Supply

The Department recommends award to J&A Traffic Products of Blue Springs, Missouri as lowest and best. This recommendation is based on the quicker delivery time for only a slightly higher cost. The Department will be using mostly double sided signs. The total price difference for the estimated quantities of double sided signs is only \$298.85 which is less than three percent higher than the apparent low bid submitted by Vulcan Signs. The stated delivery time for J&A Traffic Products is 21 to 28 days compared to 30 to 45 days for Vulcan Signs. The quickest delivery time was submitted by Kelpo Signs & Banners but the cost is double. The County currently has a contract with J&A to furnish the sign posts and has been generally satisfied with their service.

Bidders were given the option to bid fiberglass or aluminum and all chose to bid aluminum. The department has been using fiberglass and wanted to offer the two options in case it made a difference on delivery but we prefer aluminum. Aluminum signs can be ordered with printing on both sides whereas the fiberglass must be "sandwiched" for strength. Aluminum can be mounted on a "U" channel post which is stronger and less expensive. Aluminum also offers more background reflectivity making it more visible at night. We believe that using aluminum offers superior visibility, reduced material costs and greater installation efficiency.

Cc: Purchasing
Chip Estabrooks
Jane Morris
Rosie James
Bid file

**PURCHASE AGREEMENT
FOR
STREET NAME SIGNS TERM AND SUPPLY**

THIS AGREEMENT dated the 31 day of MARCH 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **J & A Traffic Products**, 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 **Street Name Signs Term and Supply**, County of Boone Request for Bid, bid number **16-08MAR05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated February 22, 2005 and executed by Jeff Mindham, 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, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on April 1, 2005 and extend through March 31, 2006 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to in section 4.7.1. through 4.7.16., 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. **Delivery** - Contractor agrees to deliver the items 21-28 days after receipt of an order.

5. **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.

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

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

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

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

J & A Traffic Products

by [Signature]
 title VICE PRESIDENT
 address 790 W. 40 Hwy PMB 119
BLUE SPRING, MO 64014

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
 County Counselor

ATTEST:

[Signature]
 Wendy S. Nofen, 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.)

2040/26600 Term/Supply

no encumbrances required 3/22/15
 Signature [Signature] Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 05

In the County Commission of said county, on the

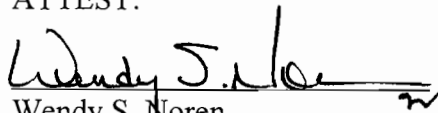
31st day of March 20 05

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

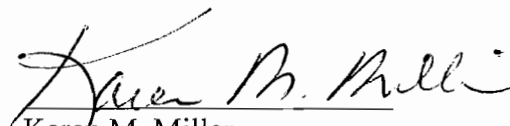
Now on this day the County Commission of the County of Boone does hereby authorize the disposal of surplus equipment as listed on the March 2, 2005 from the Purchasing Department. It is further ordered that the Presiding Commissioner be hereby authorized to sign said disposal request forms.

Done this 31st day of March, 2005.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut, Room 209
Columbia, MO 65201
Phone: (573) 886-4394

143-2005

MEMORANDUM

TO: Boone County Commission
FROM: Debbie Crutchfield
RE: Computer/Peripheral Surplus Equipment
DATE: March 2, 2005

The following items have been identified as surplus. The Information Technology Department has approved these items for disposal. The Purchasing Department is requesting approval for disposal through GOV/DEALS or Kemper Auction Services on all items except for item numbers 6, 45, 46, 47, 48, and 49. The Sheriff Department is keeping the camera for spare parts and the Purchasing Department is keeping the phones as spares or possibly parts..

	Asset #	Description	Make	Model	Condition of Asset	Serial #
1	None	Television	Symphonic	SC3913	Non- Functional	V01915145
2	None	TV Monitor-Recorder Combination	Symphonic	SC3913	Non-Functional	??
3	12059	FILE TWO-DRAWER SLIDE 22" PUTTY	??		Fair	?
4	12060	FILE TWO-DRAWER SLIDE 22" PUTTY	??	??	Fair	?
5	11785	Task Chair – Armless	??	??	Poor Back is broken	??
6	13528	CD Mavica Digital Camera	Mavica	??	Keep for parts	366193
7	None	Mobile Video Camera	Eagle Eye	??	Non-Functional	2012
8	12161	Television 19"	BROKSONIC	CTGV5463TT	Non-Functional	065490821561B
9	12354	VCR 4 HEAD HIFI	GE	V64272	Non-Functional	923360223
10	12894	CHAIR EXECUTIVE HIGHBACK SWIVL	HON	Unknown	Material on arms are torn chair leans to one side	2611MAB62
11	10489	4 X 6 BROWN TABLE	Unknown	Unknown	Leg Broken	unknown
12	5621	TYPEWRITER	SWINTEC	8014S	Doesn't work	S6X315081
13	No Tag	Desk chair	Hon	Unknown	Fair	unknown
14	4623	Highback Chair	Unknown	00 out in 1988	Fair but old	Unknown
15	2954	SHEEPS FOOT	HERCULES	4060 W3311	Some Rust but is	652

		TAMPER			operable. Good Tires	
	Asset #	Description	Make	Model	Condition of Asset	Serial #
16	7986	TAR KETTLE	Grun MFG		Poor - mounted on trailer unit has unmelted tar in kettle and lines/pump	22511
17	None	Pull behind (trailer mounted) smooth drum roller	Durham	H75-1-M	Some rust but is operable. Good Tires	None
18	None	Trailer Mounted Generator Set	Diesel Type	MB-5A	Poor Needs Generator Parts	None
19	None	500 Gallon Liquid Storage tank on Skid Frame w/pump and motor	Unknown		Poor Condition, unit has unmelted material in tank, line and pump, Engine may or may not work.	none
20	No tag	Secretarial Chair	Unknown	Unknown	Wobbly	unknown
21	None	Grey Upholstered arm chair w/ casters			Wobbly	
22	None	Wooden chair w/ vinyl seat & back			Good but old	
23	4324	Small brown laminate table	Zeroed out		Older but good	
24	None	Black Plastic organizer				
25	None	Small metal box			good	
26	None	Small plant container			good	
27	None	2 black calculators			None working	
28	None	1 white calculator			None Working	
29	None	3 beige calculators	Victor		unknown	
30	None	38 metal binders, legal sized & larger			good	
31	None	7 arm rest for office chairs			Good	
32	None	8 metal cabinets doors			good	
33	None	37 metal drawers			good	

		dividers				
	Asset #	Description	Make	Model	Condition of Asset	Serial #
34	None	2 large Metal drawer dividers			good	
35	None	17 boxes of clear protective jackets			good	
36	None	Used T posts				
37	None	Pull type street brush roller				
38	None	Tommy gate		64		173519
39	12168	Maytag Dryer	Maytag	PY32200AYW	Bearing bad	10634815WW
40	12352	TV 19"	ORION	TV1929	Picture good channel button broken	065491126613
41	None	Metal Desk	???	????	Not in very good shape	???
42	06268	Brown wooden Desk	Zeroed out before 1999		Not in very good shape	
43	7392	5 Drawer File cabinet	None Listed	None Listed	Not in very good shape	None
44	07475	4 Drawer File cabinet	Zeroed out before 1999	None	Not in very good shape	
45	7945	Phone Business Set	Meridian M5009	NT4X35	Fair	None
46	7944	Phone Business Set	Meridian M5009	NT4X35	Fair	None
47	7943	Phone Business Set	Meridian M5009	NT4X35	Fair	None
48	7942	Phone Business Set	Meridian M5009	NT4X35	Fair	None
49	7941	Phone Business Set	Meridian M5009	NT4X35	Fair	None

cc: Surplus File
Sue Lake, Auditor

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 05

In the County Commission of said county, on the

31st day of March 20 05

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

Now on this day the County Commission of the County of Boone does hereby authorize the disposal of Sheriff Vehicles as listed on the March 22, 2005 from the Purchasing Department. It is further ordered that the Presiding Commissioner be hereby authorized to sign said disposal request forms and titles

Done this 31st day of March, 2005.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Commission Order:

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

144-2005

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

DATE: March 22, 2005

RE: Sheriff Vehicle Disposal

SURPLUS SHERIFF VEHICLES, ACCOUNT 1251, THAT HAVE RECENTLY BEEN REPLACED. RECOMMEND DISPOSAL BY AUCTION.			
Year	Description	Approximate Mileage	VIN #
2002	Ford Crown Victoria	79,649	2FAFP71W22X129711
2001	Ford Crown Victoria	97,408	2FAFP71W91X185160
2001	Ford Crown Victoria	144,029	2FAFP71W61X185150
2001	Ford Crown Victoria	82,292	2FAFP71W01X185158
2001	Ford Crown Victoria	111,458	2FAFP71WX1X185152
2001	Ford Crown Victoria	93,236	2FAFP71W21X185159
2001	Ford Crown Victoria	94,740	2FAFP71W71X185156
2000	Ford Crown Victoria	103,957	2FAFP71W7YX154175

TRANSFER VEHICLE from 1251 to 1194 IT Mail Services			
Year	Description	Approximate Mileage	VIN #
2001	Ford Crown Victoria	82,755	2FAFP71W11X185153

TRANSFER VEHICLE from 1251 to 1210 Circuit Clerk			
Year	Description	Approximate Mileage	VIN #
2001	Ford Crown Victoria	70,792	2FAFP71W51X185155

SURPLUS VEHICLE FROM IT MAIL SERVICE, ACCOUNT 1194. RECOMMEND DISPOSAL BY AUCTION.			
Year	Description	Approximate Mileage	VIN #
1999	Ford Crown Victoria	117,000	2FAFP71W7XX175834

Commission Order:

SURPLUS VEHICLE FROM COURT HOUSE, ACCOUNT 1210. RECOMMEND DISPOSAL BY AUCTION.			
Year	Description	Approximate Mileage	VIN #
1995	Ford Crown Victoria	100,900	2FALP71W1SX71953

TRANSFER VEHICLE from 1251 to 2045 - PW – DESIGN AND CONSTRUCTION – for use by summer interns for asset inventory from June through August.			
Year	Description	Approximate Mileage	VIN #
2002	Ford Crown Victoria	86,488	2FAFP71W62X129713
2001	Ford Crown Victoria	75,324	2FAFP71W91X185157
2001	Ford Crown Victoria	88,311	2FAFP71W11X114230

Attached for signature are the fixed asset disposal forms and original titles for the vehicles we are requesting permission to surplus.

cc: Disposal File
Greg Edington, PW
Beverly Braun, Sheriff
Tom O'Sullivan, Sheriff
Carol Wilson, Clerk
Sue Lake, Auditor
Kathy Lloyd, Court House

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 05

In the County Commission of said county, on the

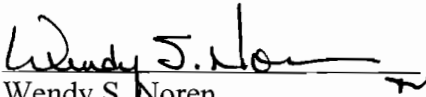
31st day of March 20 05

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

Now on this day the County Commission of the County of Boone does hereby rescind Commission Order 125-2005. Said order cancelled the contracts with McCollister & Company and MFA Oil Company for Bid 78-23NOV04 (Shop Fluids Term and Supply).

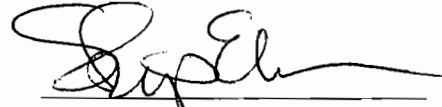
Done this 31st day of March, 2005.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: March 29, 2005
RE: Commission Order 125-2005

The Purchasing Department is requesting to rescind commission order 125-2005 for the cancellation of contracts from bid 78-23NOV04 – Shop Fluids Term and Supply.

John Patton recommends that we investigate the Magnuson Moss Warranty Act for the Castrol TranSynd Synthetic Transmission Fluid. He believes Allison may not be able to void our transmission warranties for using a generic transmission fluid. He recommends that we buy that one line item off contract until we conclude our research.

cc: Bid File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 05

In the County Commission of said county, on the

31st day of March 20 05

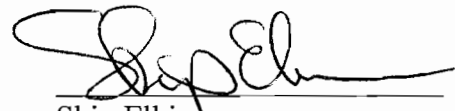
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Missouri Highways and Transportation Commission Cost Participation Agreement for an environmental study of the proposed extension of State Route 740.

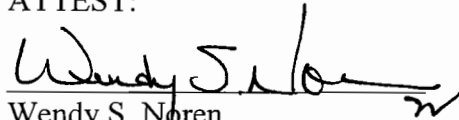
Done this 31st day of March, 2005.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

CCO Form: TP11
Approved: 03/04 (BDG)
Revised:
Modified: 01/05 (BDG)

Route 740, Boone County
Project No. J5S0636
City of Columbia

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST PARTICIPATION AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), Boone County (hereinafter, "County") and the City of Columbia (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the City and the County in the cost of the Commission's environmental study for future project J5S0636.

(2) ENVIRONMENTAL STUDY: The project that is the subject of this Agreement is contemplated as: an environmental study for an extension of Route 740 from roughly the existing Rte. 63/Rte. 740 (Stadium) pavement stub to Interstate 70 See "Exhibit A".

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City, County and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's District 5 District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri.

(6) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City and County with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City and County.

(7) PLANS (Environmental Study only): The Commission , with the concurrence of the City and County, shall be responsible for the selection of a consultant to conduct the study referred to in (2), above. The environmental study shall be prepared in accordance with and conform to Commission requirements.

(A) **COMMISSION RESPONSIBILITIES**: The Commission shall be responsible to solicit proposals from firms interested in completing the environmental study. The Commission shall be the point of contact for the consultant firm selected for the study. The Commission shall coordinate the interview panel selecting the environmental study consultant. The Commission shall be responsible to approve and process consultant invoices associated with this study.

(B) **CITY RESPONSIBILITIES**: The City shall be a member of the MoDOT core team during the study and will be involved throughout the development of the study (including project meetings, public meetings and hearings and advisory groups). The City shall be part to the interview panel selecting the environmental study consultant and shall be involved with the contract scope and fee negotiations.

(C) **COUNTY RESPONSIBILITIES**: The County shall be a member of the MoDOT core team during the study and will be involved in the development of the study (including project meetings, public meetings and hearings and advisory groups).

(D) **JOINT RESPONSIBILITIES**: The Commission and City, after selection of consultant, shall prepare an estimated time schedule for the consultant to complete the scope and fee proposal.

(E) **DECISION-MAKING RESPONSIBILITIES**: The study shall require decisions be made at major milestones such as purpose and need, range of alternates, public hearings, advisory groups meetings, preferred alternative and others, that both MoDOT and the City will concur and not revisit once a milestone decision is made.

(F) **PROJECT PRIORITIZATION RESPONSIBILITIES**: All State highway and transportation improvements resulting from the preferred strategy for the environmental study, including the location of any new State highway facilities, must be prioritized with the Commission's Planning Framework and must be adopted by the Commission prior to being included in the State Transportation Improvement Program (STIP).

(G) **PARTNERSHIP AGREEMENT**: All disagreements between MoDOT, City and County related to study issues such as milestones decisions shall be discussed through the MoDOT core team process.

(8) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the parties agree as follows:

(A) The City will be responsible for 50% of the final study cost above \$10,000. The current estimate of the City's responsibilities is Five hundred thousand dollars (\$500,000). The City shall remit a check in the amount of Five hundred thousand dollars (\$500,000) prior to execution of the consultant engineering services agreement. This check should be made payable to the "Missouri Highways and Transportation Commission – Local Fund". If the City fails to make the deposit, the Commission is under no obligation to continue with the project.

(B) The Commission will be responsible for 50% of the total study cost above \$10,000. The current estimate of the Commission's responsibilities is Five hundred thousand dollars (\$500,000).

(C) The County shall contribute Ten thousand dollars towards the total study cost. The County shall remit a check in the amount of Ten thousand dollars (\$10,000) prior to execution of the consultant engineering services agreement. This check should be made payable to the "Missouri Highways and Transportation Commission – Local Fund." If the County fails to make the deposit, the Commission is under no obligation to continue with the project.

(9) COMMINGLING OF FUNDS: The parties agree that all funds deposited pursuant to this Agreement with the Commission may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed for other state funds. All interest monies shall be payable to the fund credited to City based on its pro-rated share of the investment. If the amount deposited with the Commission shall be less than the actual obligation of the City for this study, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the study, any excess funds, including interest, shall be refunded to the City based on its pro-rata share of the investment.

(A) USE OF FUNDS: The Commission will use such funds received from City solely for the purpose of paying for the environmental study for project J5S0636.

(10) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(11) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission, County and the City.

(12) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(13) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(14) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(15) PLANNING PURPOSES ONLY: The Agreement and the environmental study to be generated pursuant to this Agreement is for planning purposes only. The identification of any item or proposed improvement in the study does not represent a commitment to funding by the Commission of that item or proposed improvement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this 10th day of March, 2005

Executed by the County this 31 day of MARCH, 2005

Executed by the Commission this 28 day of April, 2005

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF COLUMBIA
701 E. Broadway
P.O. Box 6015
Columbia Missouri 65205-6015

Kevin Hutes

By *Raymond A. Beck*

Title Chief Engineer

Title Raymond A. Beck, City Manager

ATTEST:

ATTEST:

Maria Ann Winters
Secretary to the Commission

By *Sheela Amin*

Title Sheela Amin, City Clerk

Approved as to Form:

Approved as to Form:

Bryce Gambler
Commission Counsel

Fred Boeckmann

Title: Fred Boeckmann, City Counselor

Ordinance No 18437

Rte. 740, Boone County
Job No. J5S0636
Environmental Study

146-2005
BOONE COUNTY
801 E. Walnut
Columbia Missouri 65201

By *[Signature]*

Title: Presiding Commissioner

By *[Signature]*

Title: ~~North~~ District Commissioner

By *[Signature]*

Title: ~~South~~ District Commissioner

ATTEST:

[Signature]

Title COUNTY CLERK

Approved as to Form:

[Signature]

Title: *[Signature]*

CERTIFICATION:
I certify that this contract is within the
purpose of the appropriation to which it is
to be charged and there is an unencumbered
balance of such appropriation sufficient
to pay the costs arising from this contract.
[Signature] 3/24/05
Auditor *[Signature]* Date

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 440-8800-528-49-90 C00223 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.



Director of Finance 97

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 05

In the County Commission of said county, on the

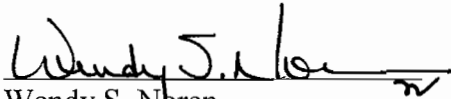
31st day of March 20 05


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

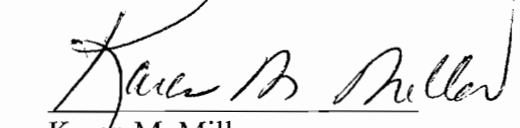
Now on this day the County Commission of the County of Boone does hereby approve the attached "Two-Week Training Period for New Employees" as recommended by the Personnel Advisory Committee.

Done this 31st day of March, 2005.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Two-Week Training Period for New Employees

The Personnel Advisory Committee resolved that there should be a training period of up to two weeks (80 hours) allowed for new employees. This allows the Administrative Authority to hire a new employee while still employing the old employee (for training purposes) for a period not to exceed two (2) weeks (80 hours)

Anything in excess of 80 hours requires Commission approval.

This provision is granted to all departments regardless of whether there is excess budget available. It is assumed that any shortfall realized from exercising this provision will be made up from the emergency fund.

Note: Approved by Personnel Advisory Committee on 1/28/93. Bettie Johnson to take to Commission for approval.

CERTIFIED COPY OF ORDER

148 -2005

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 05

In the County Commission of said county, on the

31st day of March 20 05

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

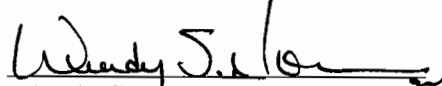
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

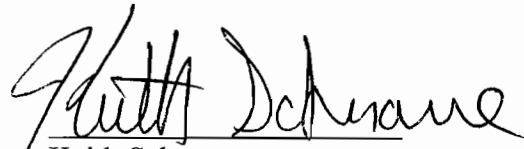
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
2010-23000: Assessor's Office - Office Supplies	\$450.00	
2010-92100: Assessor's Office - Replacement Furniture and Fixtures		\$450.00

Said budget revision is for the purchase of an office chair.

Done this 31st day of March, 2005.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

March 16, 2005

EFFECTIVE DATE

FOR AUDITORS USE

148-2005

(Use whole \$ amounts)

Department				Account				Department Name	Account Name	Transfer From		Transfer To	
										Decrease		Increase	
2	0	1	0	2	3	0	0	Assessor's Ofc	Office Supplies	450.00			
2	0	1	0	9	2	1	0	Assessor's Ofc	Replace Furn & Fix			450.00	

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **One of our employees chair back busted. No longer able to use...**

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


 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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


 Auditor's Office


 RESIDING COMMISSIONER


 DISTRICT I COMMISSIONER


 DISTRICT II COMMISSIONER

3/17/05

FY 2005
Budget Amendments/Revisions
Assessment (2010)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	3/16/05	92100 23000	Reple Furniture & Fixtures Office Supplies	450	450	Replace broken chair	See attached report

LEDGER YEAR	DEPT	ACCOUNT CLASS	ACCOUNT NAME	ORIGINAL APPROPRIATIONS	BUDGET ADJUSTMENTS	BUD	TITLEXP	BDD-ACT
2005	2010	20000	22000 POSTAGE	36,000.00		36,000	.00	36,000.00
2005	2010	22500	SUBSCRIPTIONS/PUBLICATION	3,020.00		3,020	.00	3,020.00
2005	2010	23000	OFFICE SUPPLIES	3,100.00		3,100	.00	3,100.00
2005	2010	23001	PRINTING	9,000.00		9,000	.00	9,000.00
2005	2010	23017	COMPUTER PAPER	5,000.00		5,000	.00	5,000.00
2005	2010	23018	PRINTER SUPPLIES	3,600.00		3,600	.00	3,600.00
2005	2010	23022	MAPPING SUPPLIES	3,500.00		3,500	.00	3,500.00
2005	2010	23050	OTHER SUPPLIES	500.00		500	.00	500.00
2005	2010	23850	MINOR EQUIPMENT & TOOLS	250.00		250	.00	250.00
			TOTAL	63,970.00		63,970	.00	63,970.00
2005	2010	90000	91300 MACHINERY & EQUIPMENT	600.00		600	.00	600.00
2005	2010	91301	COMPUTER HARDWARE	45,000.00		45,000	1,954.00	43,046.00
2005	2010	92000	REPLACEMENT OFFICE EQUIP	15,000.00		15,000	.00	15,000.00
2005	2010	92100	REPLACEMENT FURN & FIXTURES	18,500.00		18,500	.00	18,500.00
2005	2010	92301	REPLC COMPUTER HDWR	40,850.00		40,850	29,386.10	11,463.90
2005	2010	92302	REPLC COMPUTER SOFTWARE	30,600.00		30,600	.00	30,600.00
			TOTAL	150,550.00		150,550	31,340.10	119,209.90

*** END OF REPORT ***

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 05

In the County Commission of said county, on the

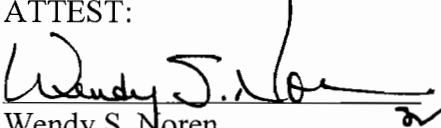
31st day of March 20 05

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 2005 GIS and Digital Data Price List.

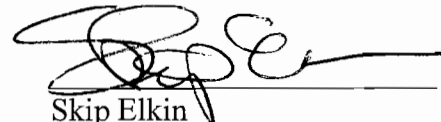
Done this 31st day of March, 2005.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

2005 GIS and Digital Data Price List

2002 Ortho Photography (1 tile TIF)	\$15.00
2002 Ortho Photography (County-wide MrSID)	\$85.00
Lake and Stream Lines	\$565.00
Water Districts	\$20.00
City Boundaries	\$20.00
Civil Townships	\$20.00
County Boundaries	\$15.00
Library Districts	\$15.00
Map Sheets	\$70.00
School Districts	\$20.00
Subdivisions	\$325.00
Townships	\$15.00
Condominiums First Floor Polygons	\$10.00
Condominiums Second Floor Polygons	\$10.00
Condominiums Third Floor Polygons	\$10.00
Condominiums Fourth Floor Polygons	\$10.00
Condominiums Basement Polygons	\$10.00
Parcel Annotation	\$1,000.00
Parcel Cartography	\$15.00
Parcel Line	\$1,400.00
Parcel Points	\$150.00
Parcel Polygons	\$1,300.00
Public Land Survey System Points	\$10.00
Section Township Range	\$70.00
Survey Districts	\$10.00
Abandoned Railroad Right of Way	\$10.00
Abandoned Railroad Centerline	\$10.00
Katy/MKT Trail Right of Way	\$10.00
Railroad Right of Way	\$10.00
Railroad Centerline	\$10.00
Road Districts	\$15.00
Road Centerlines	\$250.00
Pipe Line	\$10.00
Power Line	\$10.00
Assessor AA DBase File	\$1,200.00

GIS PLOTTING FEES

8.5x11 Printed Map	\$5.00
Half Sheet Printed Map	\$10.00
Full Sheet Printed Map	\$20.00

ATTENTION!!

These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development, and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

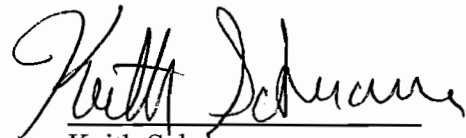
Term. 20 05

In the County Commission of said county, on the 31st day of March 20 05

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

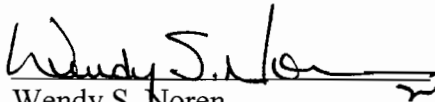
Now on this day the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law and Decision for the Conditional Use Permit request by Gary and Alice Weil on behalf of Cingular Wireless for a transmission facility including a 180' tower on 115.05 acres, located at 1111 E. Oakland Church Rd., Columbia. It is further ordered that the Presiding Commissioner be hereby authorized to sign said order of approval.

Done this 31st day of March, 2005.

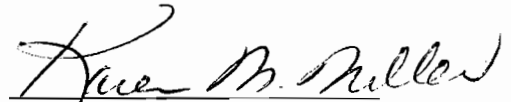


Keith Schnarre
 Presiding Commissioner

ATTEST:



Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

CONDITIONAL USE PERMIT BOONE COUNTY, MISSOURI

PROPERTY OWNER: Gary & Alice Weil on behalf of Cingular Wireless

ADDRESS: 1111 E Oakland Church Rd., Columbia, MO 65202

LEGAL DESCRIPTION: NE ¼ Sec. 13, Twn. 49 N, Rge 13 W.

ZONING: A-2 (Agriculture)

DATE APPROVED: 3/29/2005 REVIEW DATE: N/A

CONDITIONAL USE: Transmission facility with a 180' tower.

CONDITIONS OF APPROVAL: Provide a revised site plan for the application.

VOID DATE: Permit is void unless facility is complete by 3/28/2006.

EXPIRATION DATE: N/A

ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions shown on the reverse side hereof, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Planning and Building Inspection and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:

Wendy A Nover
County Clerk *by AKS*

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by *Paul S. Schuman*
Presiding Commissioner

APPROVED:

Paul S. Schuman
Director, Boone County Planning and Building Inspection

Dated: 3/31/05

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 05

In the County Commission of said county, on the

31st day of March 20 05

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

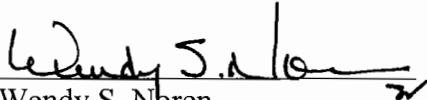
Now on this day the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law and Decision for the Conditional Use Permit request by Carl and Marjorie Thomas and Ralph and Rosalee Higgins on behalf of Capital Quarries and APAC Missouri, Inc. for a temporary asphalt plant for a specific construction project on 100 acres, located at 23300 South Highway 63, Hartsburg. It is further ordered that the Presiding Commissioner be hereby authorized to sign said order of approval.

Done this 31st day of March, 2005.

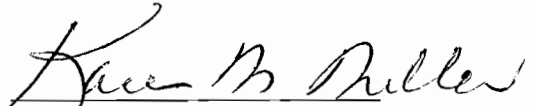


Keith Schnarre
Presiding Commissioner

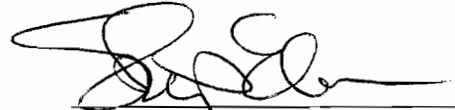
ATTEST:



Wendy S. Npren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CONDITIONAL USE PERMIT BOONE COUNTY, MISSOURI

PROPERTY OWNER: Carl & Marjorie Thomas and Ralph and Rosalee Higgins, on behalf of Capital Quarries and APAC Missouri, Inc.

ADDRESS: 23300 S Hwy 63, Hartsburg, MO. 65039.

LEGAL DESCRIPTION: S 1/2, Sec. 13, and NE 1/4 Sec. 24, Twnshp 45 N, Rge 12 W.

ZONING: A-2 (Agriculture)

DATE APPROVED: March 29, 2005 REVIEW DATE: N/A

CONDITIONAL USE: Temporary asphalt plant for a specific construction project.

CONDITIONS OF APPROVAL:

- All equipment and materials used for the production of asphalt at this location shall be removed within 60 days of the date the paving project is complete.
- Asphalt produced at this location may only be used on the US 63 repaving project under the contract between MoDOT and APAC that expires December 1, 2005.

VOID DATE: 3/28/2006

EXPIRATION DATE: Permit expires 60 days from completion of re-surfacing of Highway 63.

ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions shown on the reverse side hereof, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Planning and Building Inspection and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:

Wendy A. Nowe
County Clerk *by ds*

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by *Keith Schuman*
Presiding Commissioner

APPROVED:

Emmanuel
Director, Boone County Planning and Building Inspection

Dated: 3/31/05

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned Term. 20 05

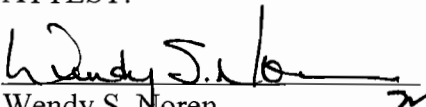
In the County Commission of said county, on the 31st day of March 20 05

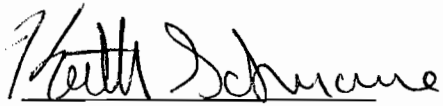
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courtyard Square on October 2, 2005 from 11:30 a.m. to 3:00 p.m. for the Alzheimer's Association Memory Walk. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 31st day of March, 2005.

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
Steph 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

152-2005

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: Memory Walk - Alzheimer's Association

Date(s) of Use: 10/2/05

Time of Use: From: 11:30 a.m./p.m. thru 3:00 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: Libby Connor / Alzheimer's Association

Organization Representative/Title: Development Director - 443-8665

Address/Phone Number: 1121 Business Loop 70 E

Date of Application: 3-23-05

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

Wendy J. [Signature]
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 31 MARCH 2005