

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

6th

day of October

20 16

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

Now on this day the County Commission of the County of Boone does hereby recognize October 7, 2016 as Manufacturing Day.

Done this 6th day of October, 2016.

ATTEST:

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

Absent

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller

District I Commissioner ACTING PRESIDING
COMMISSIONER

Janet M. Thompson
Janet M. Thompson
District II Commissioner

*Proclamation Recognizing
October 7, 2016 as Manufacturing Day*

- Whereas,** Missouri manufacturers produce everything from automobiles to aircraft parts to food products to furniture, chemicals and electrical equipment including products sold directly to consumers and parts of other manufactured goods; and
- Whereas,** the nearly 6,000 manufacturing companies in Missouri make a critical contribution of \$36.28 billion or 13.1 percent of the Total Gross State Product; and
- Whereas,** manufacturing companies directly account for 260,700 Missouri jobs or 9.4% of the state's nonfarm payroll; and
- Whereas,** these jobs provide an annual compensation of \$67, 407, which is significantly higher than the state's average wage; and
- Whereas,** manufacturing jobs enable Missouri families to realize the dreams of owning a home, educating children and enjoying a secure retirement; and
- Whereas,** manufactures pay millions of dollars annually to support public education, law enforcement, emergency preparedness, public works and other essential services; and
- Therefore,** the Boone County Commission does hereby declare October 7, 2016 as Manufacturing Day in Boone County. The Boone County Commission also commends the Missouri Enterprise and the Manufacturing Extension Partnership for the valuable technical and business assistance that they provide to our small- and medium-sized manufacturers and encourages all Missourians to show their support for our manufacturers by purchasing products made in Missouri and America.

IN TESTIMONY WHEREOF, this 6th day of October, 2016.

Daniel K. Atwill, Presiding Commissioner

Karen M. Miller, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Wendy S. Noren, County Clerk

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County of Boone

} ea.

In the County Commission of said county, on the

6th

day of October

20 16

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 Erosion and Sediment Control Security Agreement and Cash Deposit between the County of Boone and Toalson Gara W Revocable.

The terms of the agreement are stipulated in the attached security agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Atty

Done this 6th day of October, 2016.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner *ACTING PRESIDING COMMISSIONER*

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: September 21, 2016

Developer/Owner Name: Toalson Gara W Revocable
Address: 4505 W. Rte K, Columbia, MO 65203

Development: Toalson Estates

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Toalson Estates. The SWPPP and ESC plan was prepared by Crockett Engineering Consultants on September 8, 2016.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 21st day of September, 2018, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$22,881.45, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Cash Deposit with County Treasurer
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Cash Deposit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to September, 21, 2018, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Cash Deposit can be released to Developer. If no written proof has been provided to the financial institution issuing the Cash Deposit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on September 21, 2018, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Cash Deposit to the account then-designated by the Boone County Treasurer. If the total sum of the Cash Deposit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
 6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
 7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
 8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: Williams N. Tolson

Printed Name: WILLIAMS N. TOLSON

Title: OWNER

BOONE COUNTY, MISSOURI:

Department of Resource Management

Stan Shawver
Stan Shawver, Director Resource Management

County Commission:
Karen M. Miller
~~Daniel K. Atwill~~, Presiding ^{ACTING} Commissioner
KAREN M. MILLER

Attest:
Wendy S. Noren
Wendy S. Noren, Boone County Clerk

County Treasurer
Tom Darrough
Tom Darrough, County Treasurer

Approved as to form:
C.J. Dykhouse
C.J. Dykhouse, County Counselor

BOONE COUNTY
RESOURCE MANAGEMENT
Room 315
801 East Walnut
Columbia, Missouri 65201

Inspections 886-4339

Planning 886-4330

Receipt Number 23931 Time 13:41:50
Date 9/21/2016

Received From TOALSON SUBDIVISION

PERMIT: Number _____ \$.00 Wastewater _____ \$.00

MISC. FEES & REIMBURSEMENTS

Admin Survey	<u>\$.00</u>	Plat Fee	<u>\$.00</u>
App. Zoning/CUP/BOA	<u>\$.00</u>	Postage	<u>\$.00</u>
Copies	<u>\$.00</u>	Public Notice	<u>\$.00</u>
Dischg Permit	<u>\$.00</u>	ROW Permit	<u>\$.00</u>
Driveway Permit	<u>\$.00</u>	Sub. Reg.	<u>\$.00</u>
Land Dist Permit	<u>\$.00</u>	Training	<u>\$.00</u>
Maps	<u>\$.00</u>	Zoning Ordin.	<u>\$.00</u>
Plan Review	<u>\$.00</u>	Other	<u>\$22,881.45</u>

Comments: CASH DEPOSIT - SECURITY AGRMT 204/2400

Taken By PLE Credit Card Fee \$.00


Total Amount \$22,881.45 Pay Type CK105

80-86/815

105 

TOALSON SUBDIVISION
4505 WEST ROUTE K
COLUMBIA, MO 65203

DATE 9/21/16

PAY TO THE ORDER OF BOONE COUNTY \$ 22,881⁴⁵/₁₀₀
twenty two thousand eight hundred eighty one DOLLARS  Security Features Included. Details on Back.

LANDMARK BANK, N.A.
MEMBER FDIC
LANDMARKBANK.COM

MEMO _____

William N. Tolson 

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

6th

day of October

20 16

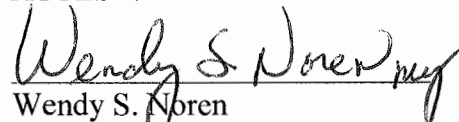
the following, among other proceedings, were had, viz:

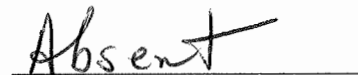
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for Resource Management to allocate funds to pay MoDOT for the County's portion for the Round-A-Bout at the Rolling Hills & Route WW intersection.


Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2045	86800	RM-Design & Construction	Emergency	19,500	
2045	84200	RM-Design & Construction	Other Contracts		19,500
				19,500	19,500

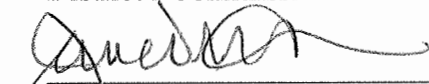
Done this 6th day of October, 2016.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

**BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET REVISION**

RECEIVED

9/22/16

EFFECTIVE DATE

SEP 27 2016

FOR AUDITORS USE

BOONE COUNTY AUDITOR

(Use whole \$ amounts)

Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2045	86800	RM-Design & Construction	Emergency	19,500	
2045	84200	RM-Design & Construction	Other Contracts		19,500
				<u>19,500</u>	<u>19,500</u>

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):

This budget revision is required to pay for an agreement between the County Commission and MODOT for a Round-A-Bout at the Rollings Hills & Route WW intersection. The only budgetary impact for FY2016 is that it increases the CY expected expenditures to what was previously budgeted. There is no budgetary impact for future years.

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or 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:

Agenda

cy

Auditor's Office
Absent
PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER
ACTING PRESIDING COMMISSIONER

DISTRICT II COMMISSIONER



STATE OF MISSOURI
INVOICE

REMIT TO: MODOT FINANCIAL SERVICES VEN # I6053E40000 PO BOX 270; 105 W CAPITOL JEFFERSON CITY MO 65102-0270 CONTACT: FINANCIAL SERVICES 573-526-5677		INVOICE NUMBER 60500000021108	CUSTOMER ID 43600034907
BILL TO: COUNTY OF BOONE KAREN M MILLER DISTRICT 1 COMMISSIONER 801 E WALNUT RM 333 COLUMBIA MO 65201		INVOICE DATE 09/15/16	DUE DATE 10/15/16
		AMOUNT DUE 19,499.11	AMOUNT ENCLOSED

Make checks payable to:
DIR OF REV/CREDIT STATE RD FND

Return this portion with your payment.
Retain this portion for your records.

INVOICE NUMBER	CUSTOMER ID	INVOICE DATE	DUE DATE	AMOUNT DUE
60500000021108	43600034907	09/15/16	10/15/16	19,499.11

LINE	DESCRIPTION	NUMBER UNITS MEASURE	UNIT PRICE	LINE AMOUNT
01	WW & ROLLING HILLS LIGHTING			19,499.11
AMOUNT DUE:				19,499.11

TO PAY BY CREDIT CARD
CALL 573-526-4280
OTHER QUESTIONS ABOUT YOUR
INVOICE CALL 573-751-3477

WW & Rolling Hills Lighting Cost

Description	Materials		Total
	Cost	Quantity	
AT-45 Design 3 pole (40')	\$ 1,080	10	\$ 10,800
AT-45 5.6 ft. rise arm	\$ 448	10	\$ 4,480
AT-45 7 ft. screw base	\$ 493	10	\$ 4,930
TB3-17H Transformer Base	\$ 365	10	\$ 3,650
250 Watt Multi tap HPS	\$ 94	10	\$ 940
			\$ 24,800

WW & Rolling Hills Time

Seth Hampson	\$ 34.98	12	\$ 419.76
Steve Walters	\$ 34.98	7	\$ 244.86
Randy Vandelicht	\$ 34.98	60	\$ 2,098.80
Cody Kunze	\$ 34.98	60	\$ 2,098.80
Ian Coilli	\$ 34.98	60	\$ 2,098.80
Jason Morff	\$ 34.98	20	\$ 699.60
Kevin Eggemeyer	\$ 34.98	40	\$ 1,399.20
Tudor Rafa	\$ 34.98	30	\$ 1,049.40
			\$ 10,109.22

*All bases in rock, more time than expected

Equipment			
Auger Truck	\$ 41.70	50	\$ 2,085.00
Signal Truck	\$ 33.40	60	\$ 2,004.00
			\$ 4,089.00

Total Cost \$ 38,998.22

Boone County Share: \$ 19,499.11

Kelle Westcott - Re: Rt. WW and Rolling Hills Road Roundabout - PRIVILEGED

From: CJ Dykhouse
To: Shawver, Stan; Westcott, Kelle
Date: 9/22/2016 11:05 AM
Subject: Re: Rt. WW and Rolling Hills Road Roundabout - PRIVILEGED

Kelle - Commissioner Miller agreed to pay 1/2 of MoDOT's costs. I think the City is on the hook for the long-term costs for the dusk-to-dawn lights (maintenance and utilities), but I'm not in command of those details. I know that the County was to pay 1/2 of MoDOT's costs, though.

CJ

CJ Dykhouse
 County Counselor
 Boone County, Missouri
 801 E. Walnut, Ste. 211
 Columbia, Missouri 65201
 573-886-4414

PRIVILEGED AND CONFIDENTIAL

This e-mail contains CONFIDENTIAL INFORMATION which may also be LEGALLY PRIVILEGED and which is intended only for the use of the individual or entity named above. If the reader of this e-mail is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby on notice that you are in possession of confidential and privileged information. Any dissemination, distribution or copying of this e-mail is strictly prohibited and may be unlawful.

>>> Kelle Westcott 9/22/2016 11:02 AM >>>

Stan,

I thought since this is a City of Columbia Road this would be split 3 ways City of Columbia/Boone County/MODOT - Is it supposed to be just MODOT & Boone County? That is what the back up looks like.

Thanks,
 Kelle

Kelle Westcott
 Budget Administrator
 573-886-4480

>>> CJ Dykhouse 9/22/2016 10:50 AM >>>

Stan and Kelle - Thank you!

Attached is the supporting calculations from MoDOT that June's office will want. Thanks.

CJ

2016 Emergency Fund
2045-86800

<u>DATE</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
1/1/2016		100,000		100,000	Original Budget
7/14/2016	84200 Other Contracts		(9,525)	90,475	City of Sturgeon - Transfer maintenance of Fairgrounds Road
9/22/2016	84200 Other Contracts		(19,500)	70,975	MoDOT -Round-a-bout @ Rolling Hills & Route WW intersection
	Total	<u>100,000</u>	<u>(29,025)</u>		

2016 Contingency Fund
2045-86850

<u>DATE</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
				0	Original Budget
	Total	<u>0</u>	<u>0</u>	<u>0</u>	

CERTIFIED COPY OF ORDER

October Session of the October Adjourned

Term. 20 16

STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the 6th day of October 20 16

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

Now on this day the County Commission of the County of Boone does hereby approve payment to MoDOT for the County's portion of the Round-A-Bout at the intersection of Rolling Hills and Route WW in the amount of \$19,499.11 per attached invoice.

Done this 6th day of October, 2016.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner ~~ACTING PRESIDING~~

Janet M. Thompson
Janet M. Thompson
District II Commissioner



STATE OF MISSOURI
INVOICE

Vendor
2093

REMIT TO:

MODOT FINANCIAL SERVICES

VEN # I6053E40000
PO BOX 270; 105 W CAPITOL
JEFFERSON CITY MO 65102-0270
CONTACT: FINANCIAL SERVICES

INVOICE NUMBER
60500000021108

CUSTOMER ID
43600034907

INVOICE DATE
09/15/16

DUE DATE
10/15/16

573-526-5677

BILL TO:

COUNTY OF BOONE
KAREN M MILLER
DISTRICT 1 COMMISSIONER
801 E WALNUT RM 333
COLUMBIA MO 65201

AMOUNT DUE
19,499.11

AMOUNT ENCLOSED

Make checks payable to:

DIR OF REV/CREDIT STATE RD FND

Return this portion with your payment.

Retain this portion for your records.

INVOICE NUMBER	CUSTOMER ID	INVOICE DATE	DUE DATE	AMOUNT DUE
60500000021108	43600034907	09/15/16	10/15/16	19,499.11

LINE	DESCRIPTION	NUMBER	UNITS	MEASURE	UNIT PRICE	LINE AMOUNT
01	WW & ROLLING HILLS LIGHTING					19,499.11
AMOUNT DUE:						19,499.11

TO PAY BY CREDIT CARD

CALL 573-526-4280
OTHER QUESTIONS ABOUT YOUR
INVOICE CALL 573-751-3477

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WW & Rolling Hills Lighting Cost

Materials				
Description	Cost	Quantity	Total	
AT-45 Design 3 pole (40')	\$ 1,080	10	\$	10,800
AT-45 5.6 ft. rise arm	\$ 448	10	\$	4,480
AT-45 7 ft. screw base	\$ 493	10	\$	4,930
TB3-17H Transformer Base	\$ 365	10	\$	3,650
250 Watt Multi tap HPS	\$ 94	10	\$	940
			\$	24,800

WW & Rolling Hills Time

Seth Hampson	\$ 34.98	12	\$	419.76
Steve Walters	\$ 34.98	7	\$	244.86
Randy Vandelight	\$ 34.98	60	\$	2,098.80
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Ian Coilli	\$ 34.98	60	\$	2,098.80
Jason Morff	\$ 34.98	20	\$	699.60
Kevin Eggemeyer	\$ 34.98	40	\$	1,399.20
Tudor Rafa	\$ 34.98	30	\$	1,049.40
			\$	10,109.22

*All bases in rock, more time than expected

Equipment				
Auger Truck	\$ 41.70	50	\$	2,085.00
Signal Truck	\$ 33.40	60	\$	2,004.00
			\$	4,089.00

Total Cost \$ 38,998.22

Boone County Share: \$ 19,499.11

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October Session of the October Adjourned

Term. 20 16

County of Boone

6th day of October 20 16

In the County Commission of said county, on the

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 transaction:

Boone County will transfer \$15,000 of soft match credits to Maries County and in exchange, Maries County will transfer \$30,000 of their BRO funds to Boone County.

It is further ordered the Boone County Commissioners are hereby authorized to sign the attached transfer agreement.

Done this 6th day of October, 2016.

ATTEST:

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

Absent

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner ACTING PRESIDING COMMISSIONER

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Maries County Commission

211 Fourth Street
Vienna MO 65582

September 21, 2016

Ms. Kelly Wilson
MO Department of Transportation
1511 Missouri Blvd.
Jefferson City, MO 65102

RE: Transfer of BRO Funds
For Soft Match Credits

Dear Ms. Wilson:

The members of the Maries County Commission, in discussion with the members of the Boone County Commission have agreed to the following exchange of BRO funds and "soft match" credits.

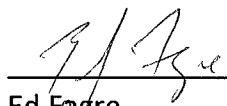
Boone County has agreed to transfer \$15,000 of their "soft match" credits to Maries County.

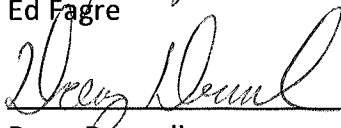
In exchange, Maries County has agreed to transfer \$30,000 of their BRO funds to Boone County.

Please take the necessary action to accomplish the transfer of funds. Your assistance is greatly appreciated.

MARIES COUNTY COMMISSION



Ray Schwartze

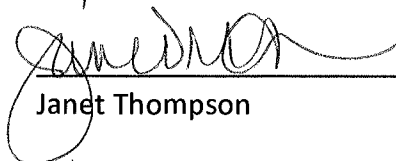

Ed Fagre


Doug Drewell

BOONE COUNTY COMMISSION


Daniel Atwill


Karen Miller


Janet Thompson

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STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 16

In the County Commission of said county, on the

6th day of October 20 16

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 software license and service agreement between Boone County and KNOW iNK.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Service Agreement.

Done this 6th day of October, 2016.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner ACTING PRESIDING
COMMISSIONER

Janet M. Thompson
Janet M. Thompson
District II Commissioner



315 Lemay Ferry Road Suite 120 • St. Louis, MO 63125

Phone: 855-765-5723 • Email: sales@knowink.com • Website: www.knowink.com

~ SOFTWARE LICENSE AND SERVICE AGREEMENT ~

BETWEEN KNOWiNK AND THE CUSTOMER

THIS COMPUTER SOFTWARE AND DATABASE SERVICE AGREEMENT is dated this 8th day of July, 2016

County Name:	Boone County MO
Address:	801 E Walnut
City / State / ZIP:	Columbia, Mo 65201
Telephone:	(573) 886-4375
Number of Poll Pads Purchased:	300 software licenses
Initial Training and Site Support:	Professional Service Package: Training and installation
Customized Software Development	(See Exhibit A) - \$36,000.00
Total Amt for Initial License & setup:	Year 1 total: \$306,755.00
Annual Support & Maintenance Fee:	\$125.00 per Poll Pad Unit
Start & End Date of Agreement:	August 1, 2016 - August 1, 2019
Payment Terms: Annual Support & Maintenance	\$37,500.00 annually- Year 2 & Year 3

THIS IS A COMPUTER SOFTWARE LICENSE AND SERVICE AGREEMENT.

This Agreement shall be on the terms and conditions set forth herein which shall constitute the entire agreement of the parties.

1) ENGAGEMENT

- a) The Customer agrees to pay the Service Provider, as set forth above, a one-time installation and set up fee for the services provided to the Customer in setting up the Poll Pads and for initial training and site support.
- b) The Customer agrees to pay the sum of Eight Hundred Seventy five dollars (\$875.00) per Poll Pad delivered with the KNOW INK Poll Pad Software as set forth above.
- c) The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of annual support, maintenance and software updates as the Customer & Service Provider may agree upon (the "Services"), and the Service Provider hereby agrees to provide said Services to the Customer.
- d) The Customer agrees to comply with the terms and conditions of this Agreement and agrees not to use the Software in any way beyond the scope of this Agreement.

2) TERM OF AGREEMENT

- a) The term of this Agreement will begin on the date of this Agreement and will continue in full force for the term period as specified above under "THE CUSTOMER" section of this Agreement and is subject to earlier termination as otherwise provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.
- b) The Customer agrees to only use the software during the term of this Agreement and any renewals thereof.
- c) The Customer agrees to return the original and all existing copies of the Software within five (5) days after the termination of this Agreement.

3) PERFORMANCE

- a) The Service Provider agrees to provide annual support and maintenance to Customer's electronic Poll Pads and provide software updates and new releases, as necessary.
- b) Service Provider agrees to physically or remotely answer a service call request within eight (8) hours of being called for service.
- c) The compensation for computer servicing and maintenance is limited to labor charges only. If parts or upgrades are needed to complete the annual support and maintenance at any given time the Customer shall have the right to purchase the part[s] or upgrade[s] needed from another source as recommended by Service Provider. The Limit of Liability and warranty of said part[s] or upgrade[s] would be the responsibility of Customer if purchased from an outside source and in no way should be put upon the Service Provider.
- d) Within one year of the start date, the Service Provider will assist the Customer in obtaining the Apple Enterprise Development License or will provide a mechanism to install any new version(s) of the application.
- e) In the event the Service Provider is unable to provide the services set forth herein, the Service Provider will assist the Customer in supporting the Poll Pad software without the on-going assistance of the Service Provider.

4) COMPENSATION

- a) For the Services provided by the Service Provider under this Agreement, the Customer will pay to the Service Provider compensation as stated under "THE CUSTOMER" section of this Agreement for the contract duration as specified.
- b) Customer shall pay compensation of service contract as agreed upon herein to Service Provider and as set forth in "THE CUSTOMER" section.

5) ADDITIONAL COMPENSATION AND TAXES

- a) The Customer will provide additional compensation for all computer hardware parts replaced or software modifications that are requested by the Customer. Customer will be invoiced for payment at the conclusion of the service call when performed.
- b) The Customer agrees to pay, upon demand, any and all sales, use, or other similar tax which may be assessed on the Service Provider by any governmental agency on any aspect of the transaction contemplated herein.

6) ASSIGNMENT

- a) The Service Provider may assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

7) CAPACITY/INDEPENDENT CONTRACTOR

- a) It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture.

8) MODIFICATION OF AGREEMENT

- a) Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

9) TIME OF ESSENCE/BREACH

- a) The making of payments at the times they respectively become due shall be considered as the essence of the Agreement, and in case of failure so to do, or in case the Customer shall fail to make any other payment due to the Service Provider, the Service Provider shall have the right to cancel the Agreement, and to declare due the entire amount unpaid.
- b) If after any default in this Agreement the Service Provider shall place any matter arising out of or concerning this agreement with an attorney, either to collect damages or in response to legal action brought by the Customer, the Customer shall pay all of the Service Provider's reasonable legal fees, including court costs.

10) ENTIRE AGREEMENT

- a) This Agreement is the complete and exclusive statement of the mutual understandings of the parties. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than was is expressly stated herein.

11) SEVERABILITY

- a) In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

12) TERMINATION OF THIS AGREEMENT

- a) The Service Provider may terminate this Agreement at any time giving the Customer 90-days written notice. The Service Provider also retains the right to terminate this License, at any time, should the Customer violate any of the provisions set forth herein regarding the software's use.

13) GOVERNING LAW

- a) It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed with and governed, to the exclusion of the law of any other forum, by the laws of the State of Missouri. This Agreement is not binding until accepted by the Service Provider in writing by an officer at its office in St. Louis, Missouri.

14) ADDENDUM TO EQUIPMENT LEASE CONTRACT FOR LEASES TO STATE OR MUNICIPAL ENTITIES

Non-Appropriation of Funds. You believe that funds can and will be obtained in amounts sufficient to make all Lease Payments during the Lease term. You and your fiscal officer hereby covenant that you (the Lessee entity) and he/she will do all things within your and his/her power to obtain, maintain and properly request and pursue funds from which the lease payments and payments for other related charges, if any, may be made, specifically including in your annual budget requests amounts sufficient to make such payments for the full Lease term. You intend to make all such payments for the full Lease term if funds are legally available for that purpose. If your official governing body does not allot you funds for the succeeding fiscal year to continue such payments under the Lease, and you have no other available funds to continue making such payments under the Lease or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Lease, you may terminate the Lease at the end of the then current fiscal year, by giving ninety (90) days prior written notice to us, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist.

IN WITNESS WHEREOF, the parties have duly executed this Service Agreement this 6 day of Oct, 2016

Customer Authorized Signature: [Signature] Date: _____, 2016

Printed Name of Authorized Signatory and Title: Boone County Clerk

ACCEPTED BY KNOW INK

Authorized Representative: [Signature]

Date: 5/27/16 **KNOWiNK Quote and Terms** *Pricing guaranteed 60 days from date of the quote.
KNOWiNK 315 Lemay Ferry Road Suite 120 St. Louis, MO 63125
Phone: 855-765-5723 **Email:** sales@knowink.com

County: Boone County MO

County Contact: Wendy Noren **Phone:** (573) 886-4375 **Email:** clerk@boonecountymo.org

Poll Pad Subscription Purchase Quote and Terms:

Based on your stated requirements, we propose the following: *Pricing guaranteed 60 days from date of the quote.

Item	Recommended Hardware/Software	Estimated Quantity	Unit Price	Total Amount
1	Poll Pad Units (Includes: Stand, Stylus, Transport case, 1st Year Software License, MDM Enrollment, Live Syncing and Basic Poll Pad Manager)	300	\$875.00	\$262,500.00
	<i>iPads not supplied by KNOWiNK</i>			
2	iSync Drive	100	\$40.00	\$4,000.00
3	Professional Services Package <i>Installation and Training</i>	1	\$3,000.00	\$3,000.00
4	Central Command e-Pulse <i>Command and Control software</i>	1	\$25,000.00	\$25,000.00
5	Meraki- MR42	2	\$2,500.00	\$5,000.00
6	Meraki- MR18	1	\$1,255.00	\$1,255.00
7	Set up and Delivery	300	\$20.00	\$6,000.00

Total Year (1) One Poll Pad Package Estimated Cost:	\$306,755.00
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Annual Software License and Maintenance

8	Year 2 Annual Software License, MDM & Maintenance	300	\$125.00	\$37,500.00
9	Year 3 Annual Software License, MDM & Maintenance	300	\$125.00	\$37,500.00
10	Year 2 Central Command Annual Software License & Maintenance	1	\$5,000.00	\$5,000.00
11	Year 3 Central Command Annual Software License & Maintenance	1	\$5,000.00	\$5,000.00

Terms of Subscription

Subject to acceptance of the User Software License Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting includes required VR Extract and digital e-Roster.

Exhibit A

KNOWiNK represents and warrants that the software including but not limited to the Poll Pad Application (including MDM Enrollment), and Management System Software: Poll Pad Central Command and Reports, shall at all times during this Contract include, meet and/or exceed all necessary Architecture and Security and Network Security requirements, including customized programming of the following:

For August 2016 Election

- Prompts
- Receive Address Changes
- ID Card Scanning
- Scan QR Code
- Modifications to Sync for Central Poll
- Override Code

For November 2016 Election

- IDs
- Ballot Stub Scanning

BOONE COUNTY, MISSOURI
ADDENDUM TO KNOWINK SOFTWARE LICENSE AND SERVICE AGREEMENT

This Addendum to the Software License and Service Agreement is hereby entered into by and between **Know Ink, LLC, a Missouri Limited Liability Company** (Contractor), and **Boone County, Missouri** (Customer):

Customer and Contractor, intending to be legally bound, agree to the following terms and conditions which are considered part of and a supplement to the Software License and Service Agreement between the parties:

1. Warranties of Contractor Capability:

- a. Contractor warrants that it is financially capable of fulfilling all requirements of this contract, that there are no legal proceedings or pending investigations against it that could threaten performance of this contract, and that Contractor is a validly organized entity that has the authority to enter into this contract. Contractor further warrants it is not prohibited by any loan, contract, financing arrangement, non-compete agreements, trade covenant, or similar restriction from entering into this contract.
- b. No individual who owns a control interest defined as 5% or more of the voting stock or other equity interest in Contractor or who is an officer, member, or otherwise involved in the day to day management or operation of Contractor shall have been convicted or pled guilty, whether or not sentence is imposed, of an election-related offense or felony. If such conviction or plea of guilty occurs during the contract period or during any contract renewal period, Contractor shall notify County within twenty-four (24) hours of such conviction or plea; and, this contract may be subject to immediate contract termination in addition to any other remedies available pursuant to this contract.

2. Termination:

- a. Upon failure to meet the terms of the agreement County may terminate this agreement at any time by giving Contractor 90-days written notice.
- b. The County shall not be responsible for payment of costs for equipment/software that fails to meet acceptance testing.

3. Inventions, Patents, and Copyrights:

- a. Contractor shall report to County promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which Contractor has knowledge.
- b. County agrees that Contractor has the right to defend or at its option to settle, and Contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding

brought against County on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by Contractor to County under this agreement. Contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against County on such issue in any suit or proceeding defended by Contractor. County agrees that Contractor at its sole option shall be relieved of the foregoing obligations unless County notifies Contractor promptly in writing of any such claim, suit, or proceeding, and at Contractor's expense, gives Contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by Contractor to County becomes, or in the opinion of Contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, Contractor may, at its option and its expense: (1) procure for County the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the County, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by County, less a reasonable sum for use and damage. Contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to County by Contractor, or (2) the modification of such product or part unless such modification was made by Contractor, or (3) the use of such product or part in manner for which it was not designed.

- c. Contractor shall not be liable for any cost, expense, or compromise, incurred or made by County in conjunction with any issue of infringement without Contractor's prior written authorization. The foregoing defines the entire warranty by Contractor and the exclusive remedy of County with respect to any alleged patent infringement by such product or part.

4. Intellectual Property Rights:

- a. Contractor hereby represents that to the best of its knowledge under the prevailing standards of diligence in its industry, has free and clear title (including all proprietary rights) to any products delivered to the County or the right to license, transfer or assign any and all products that are licensed, transferred, or otherwise provided to County by Contractor pursuant to this contract. Upon request of County, Contractor shall demonstrate that all aspects of the licensed products are its original work or that Contractor is authorized to sublicense on the terms stated herein. County shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the licensed software prior to installation and delivery thereof. It shall be Contractor's sole responsibility to obtain insurance coverage for such loss in an amount that Contractor deems appropriate.

5. Changes in Applicable Laws:

- a. During the contract period, Contractor shall make any software modifications to the systems and system components required by changes in federal or Missouri state law at no additional cost to the County.

6. Federal Funds Requirements:

- a. Contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, pursuant to federal government requirements, all contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the grant or agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329).
- b. In addition, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", Contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of County is obtained and unless they clearly state the following as provided by County:
 - i. the percentage of the total costs of the program or project which will be financed with Federal money;
 - ii. the dollar amount of Federal funds for the project or program; and
 - iii. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

7. Escrow Agreement:

- a. Upon approval of the Election Authority the Contractor shall execute an escrow agreement with an escrow agent for Contractor's source code . At a minimum, the agreement must:
 - i. Identify an escrow agency;
 - ii. Provide the software source code for all system components in a minimum of two formats (one human readable and one machine readable) to the escrow agent;
 - iii. Provide the software documentation to the escrow agent;

- iv. Contain a statement confirming that County will, within seven (7) days of the occurrence of one of the following events, receive full access to the source code and unlimited rights to continue using and supporting the software at no cost to County should the vendor:
 - 1. Become insolvent; or
 - 2. Make a general assignment for the benefit of creditors; or
 - 3. File a voluntary petition of bankruptcy; or
 - 4. Suffer or permit the appointment of a receiver for its business or assets;
or
 - 5. Become subject to any proceeding of bankruptcy or insolvency law, whether foreign or domestic; or
 - 6. Wind up or liquidate its business voluntarily or otherwise and County has reason to believe that the vendor will fail to meet future obligations; or
 - 7. Discontinue support of the provided products or fail to support the products in accordance with its maintenance obligations and warranties.
- v. Contain a statement agreeing that the escrow will stay in place throughout the contract and any subsequent option years, as well as warranty and post-warranty periods at no cost to the County.

b. Contractor shall not hold or exercise any direct or indirect financial interest in the escrow agent. If Contractor develops a financial interest in the escrow agent, Contractor shall (1) advise the escrow agent of the financial interest, (2) notify the County of the financial interest immediately, and (3) transfer the deposited materials to another certified escrow agency in which Contractor has no financial interest within ten (10) days of such notification.

c. Contractor shall provide to County a finally executed escrow agreement no later than thirty (90) days from the date of this Agreement.

9. Custom modifications

Custom modifications outlined in Exhibit A shall be billable at \$36,000 upon successful completion of acceptance testing.

SO AGREED.

CONTRACTOR – KNOW INK, LLC.

By:

Printed Name/ Title:

SCOTT LEHENDCKER

COUNTY – BOONE COUNTY, MISSOURI:

COUNTY OF BOONE

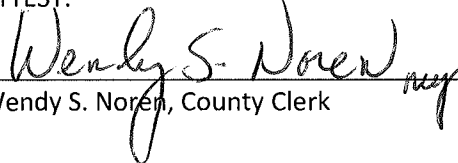
By and through its County Commission



Daniel K. Atwill, Presiding Commissioner ^{ACTING}

KAREN M. MILLER

ATTEST:



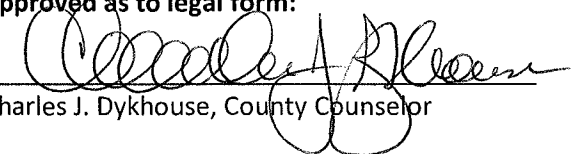
Wendy S. Noren, County Clerk

Approved by Local Election Authority:



Wendy S. Noren, County Clerk

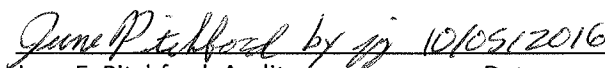
Approved as to legal form:



Charles J. Dykhouse, County Counselor

Auditor Certification:

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



June E. Pitchford, Auditor Date 10/05/2016
2300-71101 - \$281,755
2300-91302 - \$61,000

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

6th

day of October

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by the Department of Mental Health for November 16, 2016 from 9:00 a.m. to 2:00 p.m.

Done this 6th day of October, 2016.

ATTEST:

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

Absent

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner **ACTING PRESIDING COMMISSIONER**

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Department of Mental Health (DMH)
Address: 1706 E. Elm St.
City: Jefferson City State: MO ZIP Code 65101
Phone: 573-751-7249 Website: _____
Individual Requesting Use: Melanie Bullard, RD, LD Position in Organization: Dietetic Services Coordinator
Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic
Event: DMH Dietetic Services Quarterly Meeting
Description of Use (ex. Speaker, meeting, reception): Business Meeting
Date(s) of Use: 11/16/2016 - Wednesday
Start Time of Setup: 9:00 a.m. AM/PM Start Time of Event: 10:00 a.m.
End Time of Event: 2:00 p.m. AM/PM End Time of Cleanup: 2:00 p.m.

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with 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 of rooms as specified in this application.

Organization Representative/Title: Melanie Bullard, RD, LD, DMH Dietetic Services Coordinator
Phone Number: 573-751-7249 Date of Application: 10/04/2016
Email Address: mclanie.bullard@dmh.mo.gov

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

Wendy S. Noren
County Clerk

DATE: 10-6-16

BOONE COUNTY, MISSOURI

Karen M. Miller
County Commissioner
ACTING PRESIDING COMMISSIONER