

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the July Adjourned

Term. 20 09

In the County Commission of said county, on the 1<sup>st</sup> day of October 2009

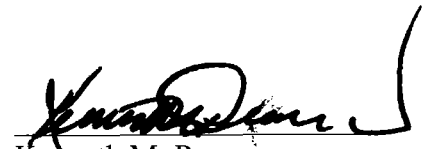
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the purchase contract between Boone County and 216 McBaine, LLC for part of Lot twenty-three (23) in Garth's Subdivision in Boone County. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

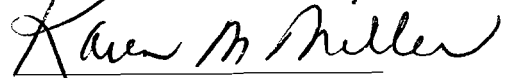
Done this 1<sup>st</sup> day of October, 2009.

ATTEST:

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



Kenneth M. Pearson  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**CONTRACT FOR THE SALE OF REAL ESTATE**

THIS CONTRACT (the "Contract"), made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_ 2009, (the "Effective Date") by and between Boone County, Missouri, a political subdivision of the state of Missouri, through its County Commission, ("Seller") and 216 McBaine, LLC ("Buyer"); certain of whom and all of whom are at times herein referred to respectively as "Party" or "Parties".

**WITNESSETH:**

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

A part of Lot twenty-three (23) in Garth's Subdivision as shown by plat thereof recorded in Plat Book 1, Page 2, Boone County records, being more particularly described as follows: beginning at the southwest corner of said Lot twenty-three (23); thence North along the east line of McBaine Avenue fifty-five feet (55'); thence East parallel with the south line of said Lot twenty-three (23) two hundred fifteen feet (215'); thence South parallel with McBaine Avenue fifty-five feet (55') to the south of said Lot twenty-three (23); thence West two hundred fifteen feet (215') to the point of beginning.

It being understood that the above legal description is Seller's best effort at describing the subject tract, and the legal description on Buyer's title insurance, if any, shall control and prevail over the foregoing description.

2. The purchase price is Five Hundred Dollars (\$500.00), payable as follows: Twenty-Five Dollars (\$25.00) as earnest money to be deposited with Seller upon Buyer's sealed bid, receipt of which is acknowledged, and the balance paid in cash on the day of closing assuming all terms and conditions of this agreement are satisfied.

3. Title shall be conveyed by Quitclaim deed. Buyer shall at its option shall have fifteen (15) days from the date hereof to obtain at its own expense a commitment to issue an owner's policy of title insurance in such amount determined by Buyer and naming Buyer as insured, written by a title insurance company licensed in Missouri under the provision of Chapter 381 RSMo which title insurer shall insure the owner's title to be merchantable title of record and in fact as set forth in title standard 4 of the Missouri Bar, and which commitment shall provide that said policy shall be issued forthwith after the Seller deed shall be placed of record. The Buyer shall pay all costs of the issuance of the title insurance commitment and policy.

4. Seller is a tax exempt governmental entity not liable for payment of real estate taxes. Accordingly, any real estate taxes due for the year 2009, if any, shall be paid by Buyer. Any special assessments becoming a lien after the date hereof shall be the responsibility of the Buyer.

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 property or the suitability of the property for the intended use of Buyer. Buyer acknowledges that the property is being sold hereunder "AS IS" without future recourse by Buyer against Seller or liability of Seller to Buyer for any known or unknown or unforeseen conditions, including environmental contamination, hazardous wastes or substances, or other adverse subsurface conditions which are not observable.

6. This transaction shall be Closed at the offices of the Boone County Counselor, 601 E. Walnut Street, Ste. 207, Columbia, MO 65201 at 10:00 o'clock A.M. on October 30, 2009, 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 Quitclaim Deed fully executed and acknowledged by Seller conveying to Buyer Seller's interest and title to the property;
2. execute any documents required for title insurance procured by Buyer to the extent that such documents do not conflict with the terms and conditions of this agreement.

B. Buyer shall:

1. deliver or cause to be delivered to Seller a check, bank money order or wire transfer of immediately available funds for the balance of purchase price of \$475.00.
2. pay all fees for the recording of the deed;
3. if title insurance is obtained, pay to the Title Company the cost of an Owner's Policy of Title Insurance.

C. Possession of the property shall be delivered to Buyer.

D. Buyer and Seller shall deliver to each other and to the Title Company, if applicable, 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.

7. 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: Boone County Commission  
801 E. Walnut, Room 245  
Columbia, MO 65201  
Fax: (573) 886-4311

With Copy to: C.J. Dykhouse  
County Counselor  
601 E. Walnut, Room 207  
Columbia, MO 65201  
Fax: (573) 886-4413

To Buyer: 216 McBaine LLC  
Mark Stevenson  
P.O. Box 642  
Columbia, MO 65205  
Phone: (573) 999-0671  
Fax: (573) 449-4198

8. 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.
9. 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.
10. The Parties agree and warrant that there are not any real estate broker or agent fees, commissions or other amount due or claimed to be due for representing either Buyer or Seller in marketing the sale of the property which is the subject matter of this agreement. Notwithstanding the foregoing, it is understood by the Parties that Buyer is a licensed real estate broker, but is not receiving any commission or fees as a result of this transaction. The provisions of this paragraph shall survive the Closing or termination of this Contract.
11. This contract shall be binding upon the heirs, administrators, successors and assigns of the parties hereto.
12. The Seller agrees that Buyer may assign this Contract; provided, however, Buyer agrees to remain liable under this Contract irrespective of any such assignment.
13. 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 un-discharged.
  - 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 of 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 contract.

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

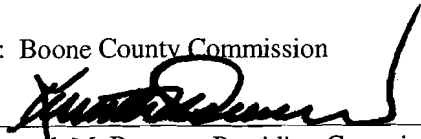
**BUYER:**  
**216 MCBAIN LLC**

By: Mark Stevenson

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

**SELLER:**  
**BOONE COUNTY, MISSOURI**

by: Boone County Commission

  
Kenneth M. Pearson, Presiding Commissioner

**ATTEST:**

  
Wendy S. Noren, County Clerk

**APPROVED AS TO FORM:**

  
County Counselor

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the July Adjourned

Term. 20<sup>09</sup>

County of Boone

In the County Commission of said county, on the

1<sup>st</sup>

day of October

20<sup>09</sup>

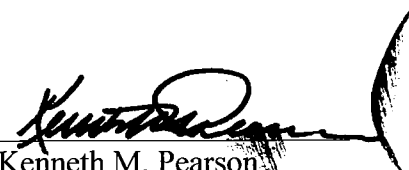
the following, among other proceedings, were had, viz:

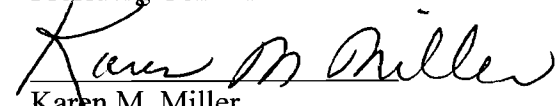
Now on this day the County Commission of the County of Boone does hereby authorize and direct Boone County Public Works to complete concrete repairs to the taper or "wing out" where the driveway meets the curb at 5900 Waterfront Drive North, Columbia, Missouri, 65202. The Commission finds that said damages were caused by the County's contractor, Blacktop Paving, LLC, said company is no longer in business and the costs of pursuing the company's bond will far exceed the costs of directly completing the small, concrete repair necessary.

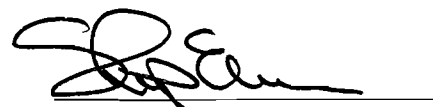
Done this 1<sup>st</sup> day of October, 2009.

ATTEST:

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

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

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STATE OF MISSOURI }  
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October Session of the July Adjourned

Term. 20<sup>09</sup>

In the County Commission of said county, on the 1<sup>st</sup> day of October 20<sup>09</sup>

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

Now on this day the County Commission of the County of Boone does hereby authorize the acceptance and signing of the Juvenile Accountability Block Grant (JABG) and special conditions for the period starting in 10/1/2009 to 9/30/2010 in the amount of \$ 20,638.19 for Boone County.

Done this 1<sup>st</sup> day of October, 2009.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

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 County of Boone } ea.

October Session of the July Adjourned

Term. 20 09

In the County Commission of said county, on the 1<sup>st</sup> day of October 20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to cover additional costs for indigent burial program:

Department	Account	Department Name	Account Name	Decrease	Increase \$
1123	86800	Emerg & Contig	Emergency	1500.00	
1430	86615	Community Service	Indigent Burials		1500.00

Done this 1<sup>st</sup> day of October, 2009.

ATTEST:

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

Kenneth M. Pearson  
 Kenneth M. Pearson  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner



# REQUEST FOR BUDGET REVISION

458 - 2009

## BOONE COUNTY, MISSOURI

9/22/09

**EFFECTIVE DATE**

**FOR AUDITORS USE**

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Transfer From	Transfer To	
										Decrease	Increase	
1	1	2	3	8	6	8	0	0	Emerg & Contig.	Emergency	1500.00	
1	4	3	0	8	6	6	1	5	Community Serv	Indigent Burials		1500.00

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): **To cover estimated costs of indigent burials for the remainder of 2009**

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):

*Karen M. Miller*  
 \_\_\_\_\_  
 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:

*Remaining Balance in Emergency: 697,704 - See attached*

*John Potts*  
 \_\_\_\_\_  
 Auditor's Office

*[Signature]*  
 \_\_\_\_\_  
 PRESIDING COMMISSIONER

*Karen M. Miller*  
 \_\_\_\_\_  
 DISTRICT I COMMISSIONER

*[Signature]*  
 \_\_\_\_\_  
 DISTRICT II COMMISSIONER

2009 Emergency Fund  
1123-86800

<u>DATE</u>	<u>DEPARTMENT</u>	<u>DEPT. NO.</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
1/1/2009	Original budget			725,000		725,000	Original budget
1/22/2009	IV-D	1263	71100		(2,430)	722,570	Cover moving expenses, not re-budgeted
<del>2/23/2009</del>	<del>Prosecuting Attorney</del>	<del>1261</del>	<del>10100, 10200, 10400, 91301, 91302</del>			722,570	<del>Establish budget for part time temporary investigator</del> Tab
5/20/2009	Parks & Recreation	1610	60400		(23,266)	699,304	Cover costs of flood damage repair
9/16/2009	Public Administrator	1200	71000		(100)	699,204	Cover cost of bond on closed estate.
9/25/2009	Indigent Burials/Cremations	1430	86615		(1,500)	<b>697,704</b>	Cover increased number of indigent cremations
			Total	<u>725,000</u>	<u>(27,296)</u>	<u>697,704</u>	

Budget Year 2009  
Department 1430 COMMUNITY SERVICES  
Account 86615 INDIGENT BURIALS

Description	Qty	Amount
<u>INDIGENT BURIALS</u>		<u>3,000</u>
	Total	

Notes

FEE SCHEDULE ADOPTED 4/17/07 PER CO #165-2007:  
ADULT BURIAL \$500, CHILD BURIAL \$350,  
CREMATION ADULT/CHILD \$250

\*\*\*

PER COMMISSION, INCREASE 2009 BUDGET TO \$3,000.  
BUDGET BASED ON 12 CREMATIONS @ \$250/EA = \$3,000.

\*\*\*

HISTORY: BUDGET ACTUAL		
2007	\$2000	\$2000
2008	2000	1500 (THRU 8/28/08)

More...

F2=Key Scr F3=Exit F12=Return

Original Budget for FY2009 3,000

Plus: Emergency Budget Revision 1500

Revised FY09 Budget 4,500

Budget Year 2010  
Department 1430 COMMUNITY SERVICES  
Account 86615 INDIGENT BURIALS

Description	Qty	Amount
<u>Current Year Projected</u>		
	Total	<u>4,500</u>

Notes

FY 09 BUDGET ASSUMED 12 CREMATIONS AT \$250/EACH.  
PROJECTION IS BASED ON 18 @ \$250.

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More...

F2=Key Scr F3=Exit F12=Return

*FY 2010 Budget*

2009	Original Appropriation	<u>3,000.00</u>
1430 COMMUNITY SERVICES	Revisions	
86615 INDIGENT BURIALS	Original + Revisions	<u>3,000.00</u>
100 GENERAL FUND	Expenditures	<u>3,000.00</u>
	Encumbrances	
Class/Account	Actual To Date	<u>3,000.00</u>
Account Type	Remaining Balance	
Normal Balance	Shadow Balance	<u>250.00-</u>

Expenditures by Period

January		July	
February	<u>750.00</u>	August	<u>250.00</u>
March	<u>500.00</u>	September	
April	<u>500.00</u>	October	
May	<u>1,000.00</u>	November	
June		December	

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

9/25/2009

FY 2009  
Budget Amendments/Revisions  
Community Services (1430)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	9/22/2009	86615	Indigent Burials	1,500		Number of indigent cremations has exceeded budget estimate	

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STATE OF MISSOURI }  
County of Boone } ea.

October Session of the July Adjourned

Term. 20 09

In the County Commission of said county, on the 1<sup>st</sup> day of October 2009

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

Now on this day the County Commission of the County of Boone does hereby approve the Boone County Board Application by Brian Dollar, for the Planning & Zoning Commission beginning on 10/1/2009 and expiring on 9/16/2013.

Done this 1<sup>st</sup> day of October, 2009.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

Ken Pearson, Presiding Commissioner  
Karen, M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 245  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org

effective: 10/1/09  
expires: 9/16/2013

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Planning & Zoning Commission Term: 9/23/2009

Current Township: Bourbon Today's Date: 9/23/2009

Name: Brian Dollar

Home Address: 19230 N. Tucker School Road Zip Code: 65284

Business Address: \_\_\_\_\_ Zip Code: 65284

Home Phone: 573 687-3036 Work Phone: 573 823-8875  
Fax: 573 687-3036 E-mail: meii@bessi.net

Qualifications: Land Surveyor  
\_\_\_\_\_  
\_\_\_\_\_

Past Community Service: County Surveyor, Board of Equalization, Democratic Central  
Committee, County Corner Remonumentation Program, Flood and  
Hurricane Relief

References: Chris Kelly, Ken Jacob, Mike Morgan  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Applicant Signature

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