

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 09

County of Boone

21<sup>st</sup> day of July 20 09

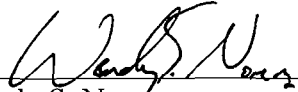
In the County Commission of said county, on the


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

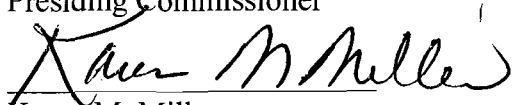
Now on this day the County Commission of the County of Boone does hereby approve the Tax Collection Agreement with the Village of Hartsburg. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.


Done this 21<sup>st</sup> day of July, 2009.

ATTEST:

  
 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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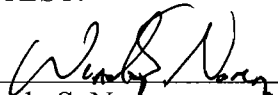
In the County Commission of said county, on the 21<sup>st</sup> day of July 20 09

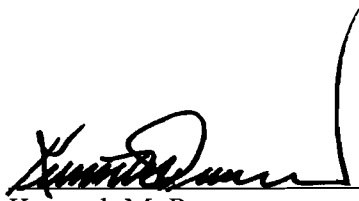
the following, among other proceedings, were had, viz:

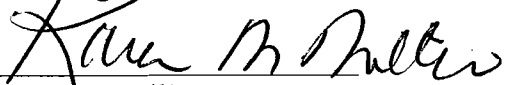
Now on this day the County Commission of the County of Boone does hereby award bid 35-25JUN09 – Juvenile Justice Center Parking Lot Reconstruction to Steve & Associates, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 21<sup>st</sup> day of July, 2009.

ATTEST:

  
\_\_\_\_\_  
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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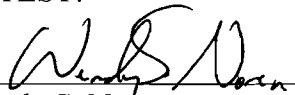
In the County Commission of said county, on the 21<sup>st</sup> day of July 20 09

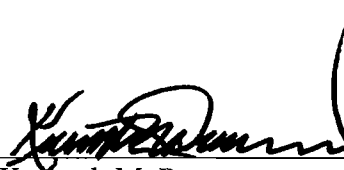
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby award bid 36-17JUN09 – Symantec Multi-Tier Protection Services Term and Supply to Southern Computer Warehouse. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 21<sup>st</sup> day of July, 2009.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 09

In the County Commission of said county, on the

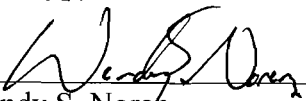
21<sup>st</sup> day of July 20 09

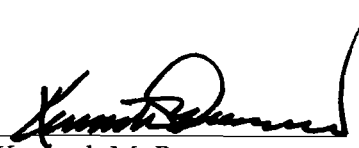
the following, among other proceedings, were had, viz:

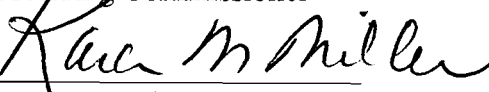
Now on this day the County Commission of the County of Boone does hereby approve the Revenue Sharing Cooperative Agreement with the Village of Pierpont. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

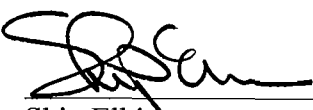
Done this 21<sup>st</sup> day of July, 2009.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**BOONE COUNTY / VILLAGE OF PIERPONT  
COOPERATIVE AGREEMENT  
(Revised June 10, 2009)**

THIS AGREEMENT dated this 21<sup>st</sup> day of July, 2009, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County," and the Village of Pierpont, a municipal corporation and political subdivision of the State of Missouri herein "Village".

**WITNESSETH:**

**WHEREAS**, County has Revenue Sharing funds available to fund mutually beneficial Village/County projects, including snow weather event services, in excess of the County's mandatory contribution to Village as required by Section 137.556 RSMo, and

**WHEREAS**, Village has desires to participate in the revenue sharing with the County, and

**WHEREAS**, County is willing to enter into a cooperative agreement with the Village for the weather event services under certain terms and conditions as set out herein, and

**WHEREAS**, it is contemplated that the County will encumber funds not used for weather event purposes, as set out herein, for use by the Village for an approved road project in the future at such time as there is a sufficient balance in the fund for that purpose provided the Village complies with the requirements set out herein; and

**WHEREAS**, both parties are empowered to enter into cooperative agreements for the purposes herein stated pursuant to Section 70.220 and Section 229.040 RSMo.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to budget funds in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) for FY09.
2. County will provide services relating to inclement weather events, including but not limited to road pre-treatment, plowing and clean-up blading, consistent with the level of service provided to similar, primary roads within the County, to the road within the Village which is contiguous to existing County road plow routes.
3. From the budgeted funds set out herein, the sum of Two Hundred Dollars (\$200.00) per “weather event” shall be considered used and paid in-kind by Boone County to Pierpont. “Weather event” shall mean any weather-preparedness activity engaged in, including but not limited to, road pre-treatment, plowing and clean-up blading consistent with the level of service provided to similar, primary roads within the County, for any one, 24-hour period.
4. Any remaining, unused budgeted funds as documented and approved on the Pierpont Weather Event Reconciliation Form, shall be carried forward to future years, through the issuance of a Purchase Order to the Village in the amount of any remaining funds, to use on mutually-agreed projects in the Village provided the Village, prior to January 15, 2010, completes the Pierpont Weather Event Reconciliation Form, attached hereto and incorporated herein by reference, and returns the same to: Boone County Public Works, Attn: Chip Estabrooks, Pierpont Weather Event Reconciliation, 5551 Highway 63 South, Columbia, MO 65201. In the event that the form is not completed and returned to Public Works by January 15, the Village will forfeit any budgeted

funds for the immediately preceding fiscal year. All revenue sharing projects for the Village shall be subject to the same revenue sharing policies and criteria used by the County for other municipal revenue sharing of a similar nature.


5. In consideration of the receipt of the funds provided for herein, the Village agrees to abide by the following terms and conditions:
  - a. The Village acknowledges that it is receiving value in a sum not less than Two Thousand Five Hundred Dollars (\$2,500.00) from the County for weather event services and set aside for mutually-agreed road projects.
  - b. To cooperate with any Audit by the County or its designated auditor upon request for purposes in determining whether the funds allocated to the Village from the County under this agreement have been expended in compliance with this agreement.
  - c. It is agreed that the Village shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.
  - d. To comply with the revenue sharing policies and criteria of the County.
6. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

7. This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized officers on day and year indicated by their signature below.

**BOONE COUNTY, MISSOURI**

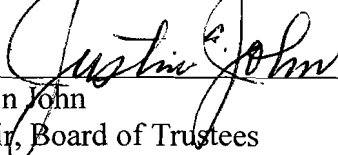
By:

  
Kenneth M. Pearson  
Presiding Commissioner

Date: 7/21/09

**VILLAGE OF PIERPONT**

By:

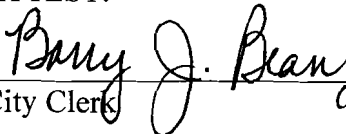
  
Justin John  
Chair, Board of Trustees

Date: 7-18-09

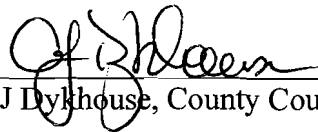
ATTEST:

  
Wendy Noren, County Clerk

ATTEST:

  
Barry J. Bean  
City Clerk (66)

APPROVED AS TO FORM:

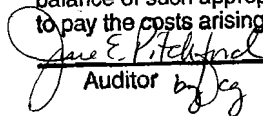
  
CJ Dykhouse, County Counselor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**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.

  
Auditor by JEP Date 7/28/09 2049-71450

**VILLAGE OF PIERPONT WEATHER EVENT RECONCILIATION FORM**

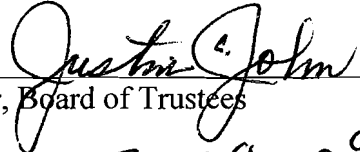
Return by January 15 to:

**FY09 Budget: \$2,500.00**

Boone County Public Works  
Attn: Chip Estabrooks  
Pierpont Weather Event Reconciliation  
5551 Highway 63 South  
Columbia, MO 65201

**To be completed by Village of Pierpont:**

The Village of Pierpont hereby requests a Purchase Order issue on any remaining, budgeted revenue-sharing funds for FY09, after deduction for weather event services as certified by the Boone County Public Works Department.

  
\_\_\_\_\_  
Chair, Board of Trustees  
Dated: 7-18-09

**To be completed by Boone County Public Works:**

Number of "Weather Events" for FY09: \_\_\_\_\_  
x \$200.00  
Total Weather Event Charges: \_\_\_\_\_

\_\_\_\_\_  
Chip Estabrooks, Manager, Road Maintenance  
Operations  
Dated: \_\_\_\_\_

**To be completed by Boone County Auditor:**

FY09 Purchase Order Amount = FY09 Budget – FY09 Total Weather Event Charges:

**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.

\_\_\_\_\_  
Signature Date Amount