

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

9<sup>th</sup>

day of November

20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the request to hire above salary range mid-point for Bill Haws in the Prosecuting Attorney's Office as a Case Specialist position # 752 at 116.02% of mid-point.

Done this 9<sup>th</sup> day of November, 2010.

ATTEST:

Wendy S. Norens  
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 TO HIRE ABOVE SALARY RANGE MID-POINT BOONE COUNTY

**Description of form:** To request approval to hire between 101% - 120% of the salary range mid-point Commission Order 25-2004

**Procedure:**

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee: Bill Haws Department: Prosecuting Attorney

Position Title: Case Specialist Position No. 752

Proposed Starting Salary (complete one only) Annual: \_\_\_\_\_ % of Mid-Point \_\_\_\_\_

**OR** Hourly: \$24.43 % of Mid-Point: 116.02%

No. of employees in this job classification within your Department? 0

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Bill Haws worked as an Investigator with the Boone County Prosecutor's Office for 15 1/2 years. He retired in January 2009 and was rehired on a part time basis with Recovery Act Funds. The Recovery Act funds expired and we would like to hire Bill as our Case Specialist at the same rate we paid him in both his prior positions with this office.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: This is a new grant funded job classification and the only part time position in our office.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? Should have no effect.

Additional comments: This position was designed to work with victims of serious crimes and their families. Bill Haws worked on several of these cases in his capacity as an Investigator with this office. He will have an advantage over someone new that wouldn't have the knowledge and/or experience Bill already has.

Administrative Authority's Signature: Daniel K. Knight Date: 11-3-10

Auditor's Certification:  Funds are available within the existing departmental salary and wage appropriation (#10100).  
 Funds are not available within the existing departmental salary and wage appropriation (#10100);  
Budget revision required to provide funding is attached.

Auditor's Signature: Jan E. Hitchford by eq grant funded Date: 11/3/10

Human Resource Director's Recommendations: Recommend approval

Human Resource Director's Signature: Betty Diehnerte Date: 11-4-10

County Commission \_\_\_\_\_ Approve \_\_\_\_\_ Deny \_\_\_\_\_  
Comment(s): \_\_\_\_\_

Presiding Commissioner's Signature: [Signature] Date: 11/09/2010

District I Commissioner's Signature: [Signature] Date: 11/9/2010

District II Commissioner's Signature: [Signature] Date: 11/9/2010

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 9<sup>th</sup> day of November 20 10

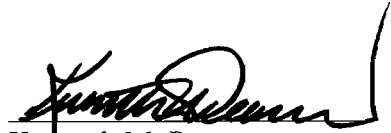
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Amendment # 1 to Commission Order # 439-2010 amending the acceptance amount of grant number 2007-VOCA-0088-OS Victim Response Team from \$67,601.64 to \$69,089.71.

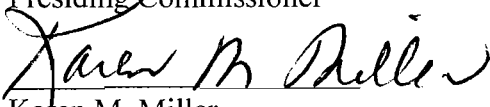
Done this 9<sup>th</sup> day of November, 2010.

ATTEST:

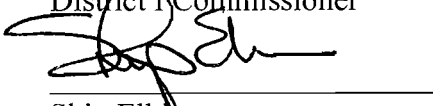
Wendy S. Noren KS  
Wendy S. Noren  
Clerk of the County Commission



Kenneth M. Pearson  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR  
AWARD OF CONTRACT

RECEIVED

439-2010 919110

527-2010

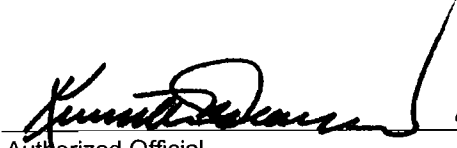
P.O. Box 749  
Jefferson City, Missouri 65102  
Phone: (573) 751-5878

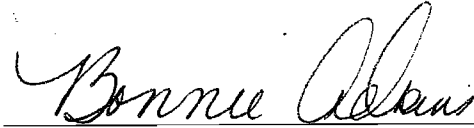
Contractor Name <b>Boone, County of</b>			OCT 22 2010 BOONE COUNTY AUDITOR		
Project Title <b>Victim Response Team</b>					
Contract Period FROM< 10/01/10 TO< 09/30/11		State/Federal Funds Awarded \$69,089.71		Contract Number 2008-VOCA-0082-OS	

Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Special Conditions. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

This award is subject to Special Conditions (if the box is checked, see attached).

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

 10/22/2010  
Authorized Official Date

 10/22/10  
Project Director Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the authorized official of the Department of Public Safety.

\_\_\_\_\_  
Authorized Official, Department of Public Safety

**October 1, 2010**

Award Date

**VOCA CERTIFIED ASSURANCES & SPECIAL CONDITIONS**

**AGENCY NAME:** Boone, County of

**PROJECT TITLE:** Victim Response Team

**The Subgrantee is subject to compliance with the following assurances:**

1. **Laws, Orders, Circulars and Regulations:** The Subgrantee agrees to comply, and assure that all its subcontractors will comply, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Victims of Crime Act (VOCA) of 1984, 42 U.S.C. 10603 (a)(2) and (b)(1) and (2) and the applicable Program Guidelines and Regulations; the Missouri Department of Public Safety VOCA Request for Proposal and Application Packet for the specified contract period; the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide; and all other applicable federal and State laws, orders, circulars or regulations as they pertain to the use of VOCA and match funds.
2. **Services to Victims of Domestic and/or Sexual Violence and their children:** The Subgrantee, if providing services to victims of domestic and/or sexual violence and their children through this contract, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence Service Standards and Guidelines for Domestic Violence Programs and/or Sexual Violence Programs, as they relate to the provision of services required herein.
3. **Services to All Other Victims of Crime:** The Subgrantee, if not primarily providing services to victims of domestic and/or sexual violence through this contract, shall comply with the program standards and guidelines set forth by the Missouri Department of Public Safety Crime Victim Services Unit Program Standards and Guidelines, as they relate to the provision of services required herein.
4. **Civil Rights information:** The Subgrantee agrees to collect and maintain information on race, sex, national origin, age, and disability of recipients of assistance, where such information is voluntarily furnished by those receiving assistance.
5. **Coordination of activities:** The Subgrantee shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
6. **Non-Supplantation:** The Subgrantee assures that federal VOCA funds made available will not be used to supplant state and local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities of this project.
7. **Data Collection:** The Subgrantee assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Department of Justice, Office of Justice Programs.
8. **Access to Records:** The Subgrantee authorizes the Missouri Department of Public Safety and/or the Office for Victims of Crime and/or the Office of the Comptroller, and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.
9. **Equal Employment Opportunity Program:** The Subgrantee assures that, if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 CFR 42.301 et.seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEO on file that meets the requirements therein.
10. **Drug-Free Workplace Act of 1988:** The Subgrantee assures that it will comply, and all its subcontractors will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.
11. **Discrimination Prohibited:** The Subgrantee assures that it will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or the Victims of Crime Act (as applicable) which prohibits discrimination in federally funded programs on the basis of race, color, national origin, religion or sex; Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, or nation origin (includes limited English proficiency – LEP) in federally funded programs; Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in federally funded programs on the basis of disability; Subtitle A, Title II of the Americans with Disability Act (ADA) (1990) which prohibits discrimination on the basis of disability; Title IX of the Education Amendments of 1972 which prohibits discrimination in federally funded programs on the basis of sex; the Age Discrimination Act of 1975 which prohibits discrimination in federally funded programs on the basis of age; Department

of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination 28 CFR Part 35 and Part 39.

The Subgrantee assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), age, disability or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights (OCR) of the Office of Justice Programs, U.S. Department of Justice.

12. **Limited English proficiency (LEP):** The Subgrantee assures that, in accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). “Meaningful access” will generally involve some combination of oral interpretation services and written translation of vital documents.
13. **Faith-based Organizations:** Such organizations applying for and receiving federal funds must ensure that services are offered to all crime victims without regard to religious affiliation, that federal funds are not used for inherently religious activities – that these activities must be held separately from the federally funded activities and that the receipt of services is not contingent upon participation in a religious activity or event.
14. **Audit Requirement:** An audit is required for the Agency fiscal year when **FEDERAL** financial assistance (which consists of **ALL** funds received the Federal Government or federal funds passed through state agencies), of \$500,000 or more is expended by the applicant agency. If an audit is required, applicant assures that such audit will be submitted to the MO Dept. of Public Safety, Office of the Director. If applicant receives multiple grants through the MO Dept. of Public Safety and a current audit has already been submitted, a letter from applicant with the corresponding audit dates can be submitted in lieu of a copy of the audit.
15. **Timesheets Requirement:** The applicant assures that, all project personnel funded through the VOCA grant (federal or local funds) will maintain timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to DPS personnel upon request.
16. **Historic Preservation Act:** Subgrantees must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.
17. **Fair Labor Standards Act:** All recipients of federal funds will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
18. **Client-Counselor Confidentiality:** The Subgrantee assures that they will maintain confidentiality of client-counselor information as required by state and federal law
19. **Confidentiality of Research Information:** The Subgrantee assures that except as otherwise provided by federal law, they shall not use or reveal any research or statistical information furnished under this program by any person identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with VOCA. Such information, and any copy of such information shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding. See Section 1407(d) of VOCA codified at 42 U.S.C. 10604.
20. **Injury or Damage:** The Subgrantee agrees that they will be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the Subgrantee on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the Subgrantee’s performance under the contract, the Subgrantee assumes the obligation to save the Department of Public Safety (DPS) and the Office of the Director, including its officers, employees and representatives, harmless and to indemnify DPS and the Office of the Director, including its officers, employees and representatives, from every expense, liability or payment arising out of such negligent act. The Subgrantee also agrees to hold DPS and the Office of the Director, including its officers, employees and representatives, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Subgrantee under the terms of the contract.
21. **Printed Materials:** All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: “**This project was supported by funding made available through the Victims of Crime Act administered by the Missouri Department of Public Safety, Office of the Director.**” The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Missouri Department of Public Safety, Office of the Director.

22. **Relationship:** The Subgrantee agrees that they will represent themselves to be an independent Subgrantee offering such services to the general public and shall not represent themselves or their employees to be employees of the Office of the Director or the Department of Public Safety. Therefore, the Subgrantee shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agree to indemnify, save, and hold the Office of the Director and the Department of Public Safety, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
23. **Law Enforcement Certification:** If the Subgrantee is a law enforcement agency, the Subgrantee assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that "any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety or criminal justice purposes."
24. **Uniform Crime Reporting and Racial Profiling:** If the Subgrantee is a law enforcement agency, the Subgrantee assures that the agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting, and Section 590.650, RSMo relating to racial profiling.
25. **Intoxication-Related Traffic Offenses:** If the Subgrantee is a law enforcement agency, the Subgrantee assures it is in full compliance with the provisions of Section 577.005, RSMo relating to the adoption of a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by section 43.503, RSMo.

If the Subgrantee is a county prosecuting attorney or municipal prosecutor, the Subgrantee assures it is in full compliance with the provisions of Section 577.005, RSMo relating to the adoption of a written policy to forward charge information for all intoxication-related traffic offenses to the central repository as required by section 43.503, RSMo.

26. **Code of Professional Ethics:** The Subgrantee shall comply with and assures that the program adheres to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Provider Subgrantees.
27. **Victims' Rights Compliance:** The Subgrantee assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo**. (These eligible direct victim services do not include general witness assistance).
28. **Criminal Activity:** The Subgrantee assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
29. **Lobbying:** Subgrantee understands and agrees that it cannot use any federal or state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

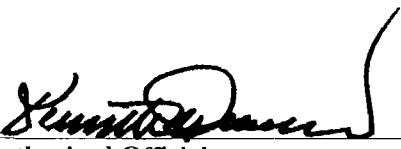
Applicants for DPS awards with total costs expected to exceed \$100,000 are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-appropriated funds for such purposes, and (3) they will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and obtain necessary certifications from those consortium participants and contractors.

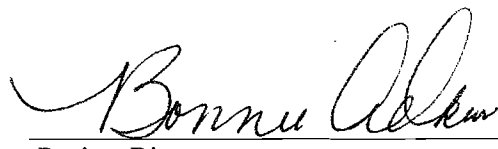
The signature of the authorized organizational official on the application serves as the required certification of compliance for the applicant organization. DPS appropriated funds may not be used to pay the salary or expenses of an employee of a grantee, consortium participant, or contractor or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

30. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
31. **Renewal:** An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

32. **Fund Availability:** It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
33. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the Subgrantee. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subgrantee under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The Subgrantee shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
34. **Annual Performance Report:** The Subgrantee agrees to provide information on the activities supported and an assessment of the effects that the VOCA victim assistance funds have had on services to crime victims for a one year period October 1 through September 30. This information will be submitted annually on the DPS "VOCA Annual Performance Report" no later than October 15 of each year.

The Subgrantee hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.

  
\_\_\_\_\_  
Authorized Official                      10/22/2010  
DATE

  
\_\_\_\_\_  
Project Director                      10-22-10  
DATE



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 9<sup>th</sup> day of November 20 10

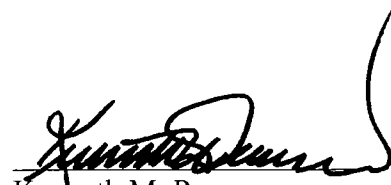
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the agreement between the Boone County Commission and the Boone County Collector of Revenue for an Assistant County Counselor. The terms of this agreement are stipulated in the attached agreement. It is further ordered all Boone County Commissioner's are hereby authorized to sign said agreement.

Done this 9<sup>th</sup> day of November, 2010.

ATTEST:

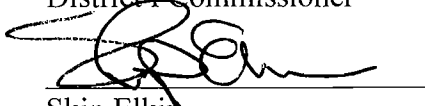
Wendy S Noren  
Wendy S. Noren  
Clerk of the County Commission



Kenneth M. Pearson  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**ASSISTANT COUNTY COUNSELOR**  
**AGREEMENT**

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of November, 2010, by and between Patricia S. Lensmeyer, hereinafter referred to the "Collector of Revenue," and Boone County, Missouri, by and through the Boone County Commission, hereinafter referred to as "County";

WHEREAS, the Collector of Revenue has identified a need for additional legal support for her office to assist with the tax collection duties, including but not limited to, legal filings and actions pending in federal bankruptcy court, probate court and circuit court settings; and

WHEREAS, the Collector of Revenue has appropriating authority for the Tax Maintenance Fund authorized and administered pursuant to the provisions of RSMo §§52.312-52.317; and

WHEREAS, the legal position contemplated herein could serve the Collector of Revenue as well as support other County legal needs through collaboration between the Collector of Revenue and the County Counselor; and

WHEREAS, parties believe it to be mutually advantageous for the County to provide additional resources to meet the requirements of the office of Collector as well as assist the County in other legal matters as appropriate; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. County agrees to provide adequate equipment, furnishings, working space, supplies and other necessary items, through the office of the Collector of Revenue, for an Assistant County Counselor.

2. County agrees to pay the salary and benefits for said position from county general revenue and further agrees that the salary to be paid will be determined by the Collector of Revenue, within the appropriate salary scale authorized by the Commission.

3. The Commission will set the appropriate salary scale through its normal process of using the Job Classification Committee.

4. The Collector of Revenue will reimburse county general revenue for the expenses associated with the salary and benefits of the Assistant County Counselor position contemplated herein through an appropriate allocation from the Tax Maintenance Fund.

5. The Collector of Revenue agrees to follow as much as practical the normal county processes and procedures regarding the selection of the candidate for the position of Assistant County Counselor, including job posting. The Collector of Revenue further agrees to involve the County Counselor in the interviewing and selection process.

6. The Collector of Revenue will identify and prioritize the responsibilities assigned to the position, and will collaborate with the County Counselor as to the legal training and legal responsibilities assigned to the position. The Assistant County Counselor, with the consent of the Collector of Revenue, may also be assigned other legal tasks and responsibilities for the County which shall be undertaken under the supervision of the County Counselor.

7. The Collector of Revenue and County Counselor will collaborate and cooperate in the supervision of the Assistant County Counselor as to matters pertaining to the practice of law,

with the intention being that particular legal techniques and practices employed shall be as guided by the County Counselor in consultation with the Collector of Revenue.

8. The day to day supervision of the Assistant County Counselor shall be handled by the Collector of Revenue and the Collector of Revenue further agrees to make a good faith effort to confer and concur with the County Counselor on performance evaluations and pay increases, with the understanding that the Collector of Revenue will make the final decisions.

9. The County will provide support for the position in the form of funding for the maintenance of the candidate's law license, to include annual licensing fees payable to the Missouri Supreme Court and funds for the candidate to attend mandatory continuing legal education courses to maintain the candidate's license to practice law in Missouri.

10. This term of this agreement is non-expiring but may be reviewed and reconsidered at the request of the County, the County Counselor, or the Collector of Revenue.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

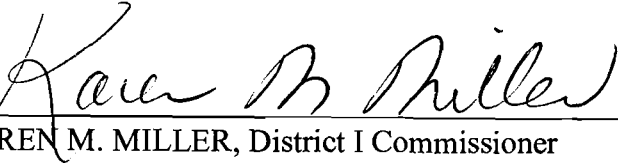
**COLLECTOR OF REVENUE:**

  
PATRICIA S. LENSMEYER, Collector of Revenue

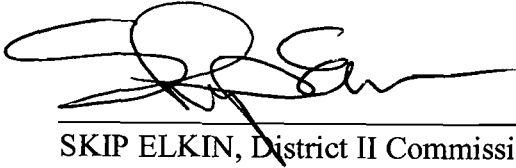
**BOONE COUNTY:**



KENNETH M. PEARSON, Presiding Commissioner

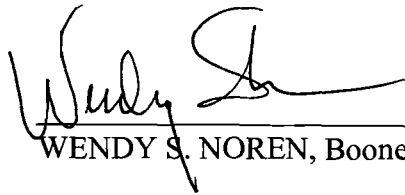


KAREN M. MILLER, District I Commissioner



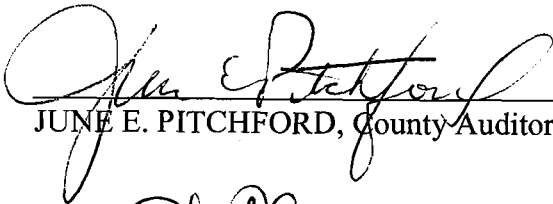
SKIP ELKIN, District II Commissioner

**ATTEST:**



WENDY S. NOREN, Boone County Clerk

**ACKNOWLEDGED BY:**



JUNE E. PITCHFORD, County Auditor



C.J. DYKHOUSE, County Counselor

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the

9<sup>th</sup>

day of November

20 10

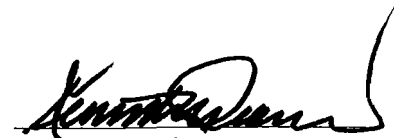
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize Presiding Commissioner Ken Pearson to sign Change Order # 1 in the amount of \$3,381.12 for the Brown Station Sanitary Sewer Neighborhood Improvement District.

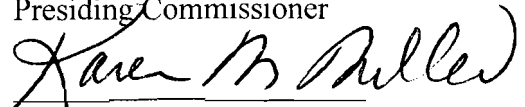
Done this 9<sup>th</sup> day of November, 2010.

ATTEST:

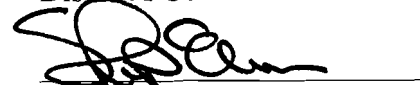
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Kenneth M. Pearson  
Presiding Commissioner

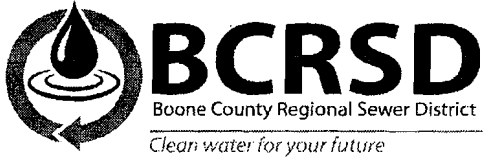


Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

531-2010



1314 North 7th Street  
Columbia, MO 65201  
p: 573-443-2774  
f: 573-499-0489

[www.bcrsd.com](http://www.bcrsd.com)

To: Boone County Commission  
From: Andy Lister, Project Manager  
Re: Brown Station NID – Change Order #1

*AMC*

November 9, 2010

Construction on the Brown Station NID has been completed. All six houses in the NID have been connected to the new sand filter plant, which the Sewer District is now operating.

As part of the closeout of the construction process, reconciliation of final quantities has been tallied, resulting in Change Order #1, attached.

I am happy to answer any questions you may have.

Respectfully submitted,

Andy Lister  
Project Manager  
Boone County Regional Sewer District

Change Order No.: One(1)

Date: 10/15/2010

Project Location: Brown Station Sanitary Sewer Neighborhood Improvement District (NID)

Contractor: Travis Hodge Hauling, LLC

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes:

- 1. Bid Item 4: 4" PVC gravity discharge sewer w/trenching.
- 2. Bid Item 5: 2 " Class 200 PVC forcemain w/trenching.
- 3. Bid Item 6: 1.5" Class 200 PVC forcemain w/trenching.
- 4. New Bid Item 18: Electrical disconnects with breakers.
- 5. New Bid Item 19: 9/12 Electrical wire.
- 6. Bid Item 16: Silt Fence.

Purpose of changes:

- 1. Reconciliation of final quantities.
- 2. Reconciliation of final quantities.
- 3. Reconciliation of final quantities.
- 4. Additional County building code requirements unknown to design engineer.
- 5. Additional County building code requirements unknown to design engineer.
- 6. Reconciliation of final quantities.

CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:

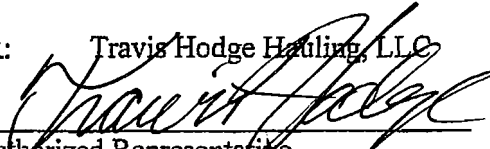
I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

Contract Amount: Add to the Contract Amount a total of Three Thousand Three Hundred Eighty One & 12/100 dollars (\$3,381.12)

ACCEPTED:

CONTRACTOR: Travis Hodge Hauling, LLC

SIGNATURE

  
Authorized Representative


DATE

10/25/10

APPROVED:

Boone County Regional Sewer District Missouri

SIGNATURE

  
Tom Ratermann, General Manager  
Ken Pearson, Presiding Commissioner

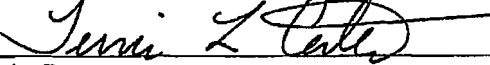
DATE

11/09/2010

APPROVED

Integrity Engineering

SIGNATURE

  
Terris Cates

DATE

10/18/10



**STATEMENT OF CONTRACT AMOUNT:**

Original contract amount	\$ 119,654.61
Previous additions	\$ 0
<b>TOTAL</b>	<b>\$ 119,654.61</b>
Previous deductions	\$ 0
<b>TOTAL</b>	<b>\$ 119,654.61</b>
Net prior to this change	\$ 119,654.61
Amount of this change X Add Deduct	\$ 3,381.12
Contract amount to date	\$ 123,035.73

**DESCRIPTION OF CHANGES – CHANGE ORDER NUMBER 1**

The purpose of this change order is to adjust rock excavation quantity to reflect actual subsurface conditions encountered.

The proposed changes shall cover all work incidental to the stated purpose. You are hereby directed to proceed promptly with the changes in the Contract Documents.

**TOTAL ADDITIONS:**

Bid Item	Description	Quantity	Unit Price	Amount
4	4" PVC gravity discharge sewer w/trenching	252	\$ 12.28	\$ 3,094.56
5	2 " Class 200 PVC forcemain w/trenching	15	\$ 14.20	\$ 213.00
6	1.5" Class 200 PVC forcemain w/trenching	17	\$ 9.18	\$ 156.06
18	Electrical disconnects with breakers	7	\$ 32.50	\$ 227.50
19	9/12 Electrical wire	250	\$ 0.36	\$ 90.00
				<b>\$ 3,781.12</b>

**TOTAL DEDUCTIONS:**

Bid Item	Description	Quantity	Unit Price	Amount
16	Silt Fence	-50	\$ 8.00	\$ (400.00)

**PROPOSED CONTRACT NET PRICE INCREASE THIS CHANGE ORDER:  
\$3,381.12**

**CHANGE IN CONTRACT TIME:           None**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 9<sup>th</sup> day of November 20 10

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 resolution by the Boone County Commission for Manchester Heights Sanitary Sewer Neighborhood Improvement District. It is further ordered the Presiding Commissioner is hereby authorized to sign said resolution.

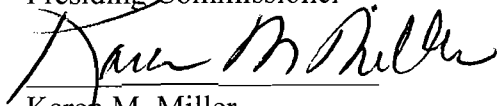
Done this 9<sup>th</sup> day of November, 2010.

ATTEST:

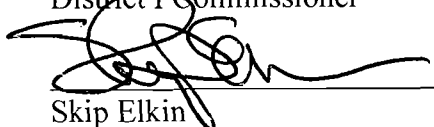
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Kenneth M. Pearson  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**RESOLUTION OF THE BOONE COUNTY COMMISSION**

**NOW** on this 9<sup>th</sup> day of November, 2010, the Boone County Commission met in session and adopted the following resolution:

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources for loans and/or grants under the Missouri Leveraged State Water Pollution Control Revolving Fund Program.

**WHEREAS**, under the terms of the Missouri Leveraged State Water Pollution Control Revolving Fund Program, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects.

**NOW, THEREFORE**, be it resolved by the Boone County Commission:


1. That Ken Pearson, Presiding Commissioner of Boone County, be and he is hereby authorized to execute and file an application on behalf of the Boone County Commission with the Department of Natural Resources for a loan and/or grant to aid in the construction of the Manchester Heights Sanitary Sewer Neighborhood Improvement District.
2. That Ken Pearson, Presiding Commissioner of Boone County, be and he is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

**SO RESOLVED** the day and year first above written; the Presiding Commissioner and County Clerk of Boone County being hereby authorized to sign this resolution on behalf of the Boone County Commission.

**BOONE COUNTY COMMISSION**


**By Its Commission**

By:

  
 \_\_\_\_\_  
 Ken Pearson, Presiding Commissioner

ATTEST:

By:

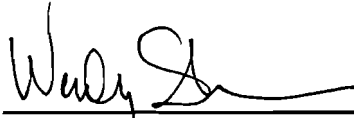
  
 \_\_\_\_\_  
 Wendy Noren, Boone County Clerk

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and Clerk of Boone County does hereby certify:

That this resolution is a true and correct copy of the resolution adopted at a legally convened meeting of the Boone County Commission held on the 9<sup>th</sup> day of November, 2010; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 9<sup>th</sup> day of November 2010.



---

Wendy Noren  
Boone County Clerk

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 9<sup>th</sup> day of November 20 10

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 establish a budget for the purchase of the MoDOT Facility and land located in Hallsville:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2040	91800	PW - Maintenance	Land		41,000.00
2040	91200	PW - Maintenance	Buildings & Improvements		98,500.00
			<b>TOTAL</b>		<b>139,500.00</b>

Done this 9<sup>th</sup> day of November, 2010.

ATTEST:

Wendy S. Noren  
 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

Comm Order # 539

**REQUEST FOR BUDGET AMENDI**

Return to Auditor's Office  
Please do not remove staple.

**BOONE COUNTY, MISSOURI**

533-2010


10/26/10

**EFFECTIVE DATE**

**FOR AUDITORS USE**


Department	Account	Department Name	Account Name	(Use whole \$ amounts)	
				Decrease	Increase
2 0 4 0	9 1 8 0 0	PW - Maintenance	Land		41,000
2 0 4 0	9 1 2 0 0	PW - Maintenance	Buildings & Imprvmts		98,500
					139,500


Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **Establish budget for the purchase of the MoDOT Facility and land located in Hallsville.**

  
Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

  
Auditor's Office

  
PRESIDING COMMISSIONER

  
DISTRICT I COMMISSIONER

  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.



**CHARLES J. DYKHOUSE**  
**BOONE COUNTY COUNSELOR**  
601 E. WALNUT, SUITE 207  
COLUMBIA, MISSOURI 65201  
TELEPHONE (573) 886-4414  
FAX (573) 886-4413

TO: Commissioners Elkin, Miller and Pearson  
FROM: C.J. Dykhouse, Boone County Counselor  
DATE: October 19, 2010  
RE: MoDOT Contract – Hallsville facility

Attached are two (2) copies of a Real Estate Sales Contract as prepared by MoDOT.

The suggested routing of this contract is as follows: Legal to Auditor; Auditor to Deputy County Clerk for placement on Commission Agenda; after Commission approval, Deputy County Clerk retains one original and forwards one original to the County Counselor; County Counselor to MoDOT.

Roger Wolfe has indicated that I should send the 10% earnest money check back to his attention along with one (1) fully-executed contract. That check will need to be payable as follows: Director of Revenue – Credit State Road Fund. I can mail that along with the fully-executed contract via certified mail to Roger Wolfe, Right of Way Manager, MoDOT, PO Box 718, Jefferson City, MO, 65102.

I would also send a copy of the contract and check to Boone Central Title at that point and ask that they do the final work to procure an owner's title insurance policy to benefit the County, as well as to arrange the closing date. With the Commission's approval, I can present at the closing with a check for the remaining amount (\$125,550.00). (I will work with Boone Central Title to see if that last check will need to be certified or not.) I will ultimately receive the title policy and recorded Deed, which I'll forward to Kristina for the County's official records, and maintain copies in my office as well as out at Public Works.

When we have a closing date, I will notify Wendy Noren's office so that an appropriate, updated schedule can be sent to MOPERM for insurance purposes, with the goal being to ensure that we have insurance coverage in place at the time the County takes ownership of the real property.

I will stand by to discuss any aspect of this further. Thank you.

cc: June Pitchford, Auditor  
Wendy Noren, County Clerk

RECEIVED

OCT 19 2010

BOONE COUNTY AUDITOR

CCO FORM: RW22  
Approved: 4/96 (RMH)  
Revised: 08/10 (AR)  
Modified:

ROUTE 124  
COUNTY Boone  
JOB NO. Hallsville Maint. Site  
FEDERAL NO. NA  
PARCEL NO. NA  
EXCESS NO. E5-0558

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SALES AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Seller") and Boone County, Missouri, by and through it's County Commission, (hereinafter, "Purchaser").

WITNESSETH:

WHEREAS, the Seller, in consideration of the terms and conditions hereinafter contained, hereby agrees to sell and convey to the Purchaser a tract of land lying situated and being in the County of Boone, State of Missouri, described as follows:

All that part of Grantor's land in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 16, Township 50 North, Range 12 West, in the County of Boone, State of Missouri, more particularly described as follows:

From the NE corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 16, Township 50 North, Range 12 West; thence S 28° 43' W, a distance of 1467.7 feet; thence N 86° 36' W, a distance of 1425 feet; thence N 86° 50' W, a distance of 651 feet; thence N 3° 10' E, a distance of 30 feet to a point on the north right of way line of State Highway 124 opposite Station 169+24, said point also being on the east right of way line of a county road; thence in a northerly direction along the east right of way line of said county road, a distance of 626.13 feet; thence in an easterly direction parallel to the north right of way line of said Route 124, a distance of 208.71 feet; thence in a southerly direction parallel to the east right of way line of said county road, a distance of 626.13 feet to a point on the north right of way line of said Route 124 opposite Station 171+32.71; thence in a westerly direction along the north right of way line of said Route 124, a distance of 208.71 feet to the point of beginning, containing 3 acres.

Also:

From the NE corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 16, Township 50 North, Range 12 West; thence S 28° 43' W, a distance of 1467.7 feet; thence N 86° 36' W, a distance of 1425 feet; thence N 86° 50' W, a distance of 651 feet; thence N 3° 10' E, a distance of 30 feet to a point on the north right of way line of State Highway Route B (124) opposite Station 169+24, said point also being on the east right of way line of a county road; thence N 3° 10' E, a distance of 626.13 feet to the beginning point of this



description; thence N 4° 44' E, a distance of 678 feet; thence S 86° 25' E, a distance of 208.71 feet; thence S 4° 44' W, a distance of 676.35 feet; thence N 86° 50' W, a distance of 208.71 feet to the point of beginning, containing 3.24 acres.

WHEREAS, the Seller agrees to sell and convey the above-described property within ninety (90) days from the date hereof upon the prompt and full performance by the Purchaser.

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) PURCHASE PRICE: **One hundred thirty nine thousand, five hundred dollars** (\$139,500.00) will be paid to the Seller as follows:

(A) Ten Percent (10%) Earnest Money: The Purchaser hereby tenders to the Seller, at the signing of this Agreement, a sum equal to ten percent (10%) of the total purchase price as earnest money on the above-described property, **Thirteen thousand, nine hundred fifty dollars** (\$13,950.00). This earnest money deposit is to be forfeited in case of default in the payment of the total purchase price and any special terms of this Agreement, as set forth below.

(B) Balance of Payment: The Purchaser agrees to pay the balance of said consideration by a cashier's check or money order for this sale upon final approval of the Agreement by the Seller and delivery of the executed deed to the Purchaser within the above specified ninety (90) day period for completing this transaction. The balance to be paid by the Purchaser to the Seller is **One hundred twenty five thousand, five hundred fifty dollars** (\$125,550.00).

If the sale is not approved by the Seller and the transaction is not closed within this ninety (90) day time limit, the entire Agreement shall become null and void and the earnest money deposit heretofore made to the Seller shall be returned to the Purchaser.

(2) UTILITIES RESERVATIONS: A utility clause will be included in the deed of conveyance if there are utilities on the property.

(3) SPECIAL CONDITIONS (such as curbing, fencing, drainage, access): The completion of any special conditions, as set out below, and the application of any permits, as necessary, shall be completed before the sale is closed.

None

(4) CONVEYANCE: Conveyance will be by quitclaim deed releasing any and all interest the Seller has in the above-described property. It is incumbent upon purchasers to seek their own professional opinion as to the resulting state of the title. The Seller will not provide a commitment for title insurance, supplemental abstract or

property survey. If the Purchaser desires to obtain a commitment for title insurance or a supplemental abstract, and if in so doing the Purchaser determines that the requirements for obtaining fee title are unsatisfactory, the Purchaser shall have thirty (30) days from date of signing this Agreement in which to advise the Seller in writing of the unsatisfactory requirements and void the contract. Purchaser will be responsible for payment of all fees associated with recording the conveyance documents.

(5) ENTIRE AGREEMENT; AMENDMENTS: This Agreement constitutes the entire agreement between the parties. Any change in this Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Purchaser and the Seller.

(6) SELLER (COMMISSION) REPRESENTATIVE: The Commission's district engineer is designated as the Seller's representative for the purpose of administering the provisions of this Agreement.

(7) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Purchaser shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(8) ASSIGNMENT: The Purchaser shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Seller.

(9) NONWAIVER: No delay or failure by either party to exercise or enforce any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise provided herein.

(10) EXTENSION OF CLOSING DATE: If both parties are in agreement, the time period for closing this transaction can be extended by attaching an "Addendum" specifying a new date for closing.

(11) APPROVAL OF COMMISSION: This sale is subject to the approval of the Commission and is not final until it has been approved by the Commission. Should the Commission, in its discretion, not approve this transaction, this contract shall be null and void and the Purchaser's earnest money deposit shall be returned to the Purchaser within ninety (90) days of the consideration of the Agreement by the Commission.

IN WITNESS WHEREOF, the said parties herein have executed this Agreement on the  
13<sup>th</sup> day of October, 2010.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By Roger Schwatze  
District Engineer  
(Title)

PURCHASER: Boone County, Missouri

By: SEE ATTACHED

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

**FOR THE COUNTY OF BOONE:**

\_\_\_\_\_  
KENNETH M. PEARSON, Presiding Commissioner

DATED: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
WENDY NOREN, Clerk of the County Commission

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
C.J. DYKHOUSE, County Counselor

**AUDITOR CERTIFICATION**

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and there exists a sufficient unencumbered appropriation balance.

\_\_\_\_\_  
JUNE E. PITCHFORD, Auditor                      Date

**Caryn Ginter - MoDot Building -- Value Question**

---

**From:** CJ Dykhouse  
**To:** Pitchford, June  
**Date:** 10/25/2010 11:01 AM  
**Subject:** MoDot Building -- Value Question  
**Attachments:**

---

June,

Good morning. Attached please find an email from Kenny Mohr in Tom's office. He concludes the real estate value of the subject property, without improvements, to be \$41,000. I would conclude, therefore, that the improvements should be valued at \$98,500 to equal the County's purchase price of \$139,500.

He makes clear that his work product shouldn't be represented as an "appraisal" as that is a term of art and the licensing statutes/regulations require that a licensed appraiser include more content in a report that constitutes an "appraisal report." I told him that this was for our internal purposes and that we would not represent his work product as an appraisal. That said, I think this forms a very defensible basis for allocation of value.

Please let me know if this will meet your needs, and I'll stand by. Thanks, June.

CJ

CJ Dykhouse  
County Counselor  
Boone County, Missouri  
601 E. Walnut, Ste. 207  
Columbia, Missouri 65201  
573-886-4414

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**Caryn Ginter - Re: Value Question**

---

**From:** Kenny Mohr  
**To:** Dykhouse, CJ  
**Date:** 10/22/2010 11:17 AM  
**Subject:** Re: Value Question  
**Attachments:**

---

Hello CJ,

Please see the attached file for the opinion of value for the 6.24 Acres located on NEC of State Route 124 and Barnes School Road near Hallsville, MO. Please be aware the attachment is not an appraisal due to the fact that it does not meet USPAP. I am under the impression that this is to be used for internal purposes only. If you are needing something more informal (appraisal report) please let me know.

Thanks  
Kenny

Kenneth M. Mohr  
Chief Appraiser  
Boone County Assessor's Office  
Phone (573) 886-4266  
Fax (573) 886-4254

>>> CJ Dykhouse 10/21/2010 3:18 PM >>>  
Kenny,

Good afternoon. I was hoping you could do me a favor and give me your read on something:

The county is buying the former MoDOT facility in Hallsville for \$139,500. June's office is needing to allocate the value between the land and the improvements. I asked Allan to give us an appraisal, and his value conclusion was \$150,000 and a copy is attached.

Would you be able to give us an opinion on allocation of value as between land and buildings on this property, with the understanding that our purchase price is \$139,500? I think June's office (per the attached email) needs anything to provide a justifiable basis for their value allocation.

Please let me know if you can give me a quick read of the situation, and I'll stand by. Thanks for considering it, Kenny.

CJ

CJ Dykhouse  
County Counselor  
Boone County, Missouri  
601 E. Walnut, Ste. 207  
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.

Sales Comparison Approach to value for 6.24 acres located on NEC of State Route 124 and Barnes School Road  
in Hallsville, MO

	<b>Subject</b>	<b>Sale 1</b>	<b>Sale 2</b>	<b>Sale 3</b>	<b>Sale 4</b>
<b>Location</b>	4221 State Route 124	State Route U	Doe Brook Ln.	Phillipe Rd.	Elkin Rd.
	Hallsville, MO	Hallsville, MO	Hallsville, MO	Hallsville, MO	Hallsville, MO
<b>Property Rights</b>	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
<b>Financing</b>		Conv.	Conv.	Conv.	Conv.
<b>Date of Sale</b>		Feb-10	Oct-09	Jun-10	Jul-09
<b>Land Area (AC)</b>	6.24	11.39	5.15	6.96	5.00
<b>Pri. Frontage (FF)</b>	208.71	150.00	332.59	450.00	410.00
<b>Sec. Frontage</b>	1,302.48	None	None	None	None
<b>Corner Site</b>	Yes	No	No	No	No
<b>Shape/Utility</b>	Rectangular	Irregular	Rectangular	Square/Irr	Rectangular
<b>Topography</b>	Level/gentyslope	Moderate Sloping	Level/gentyslope	Level/gentyslope	Level/gentyslope
<b>Utilities</b>	E,W,S,G	E,W,G	E,W,G	E,W,G	E,W,G
<b>Zoning</b>	A-2	A-2	A-2	A-2	A-2
<b>Road Surface</b>	Blacktop	Blacktop	Gravel	Gravel	Gravel
<b>Traffic Count</b>	Low	Low	Low	Low	Low
<b>Site Improvements</b>	None	None	None	Surface Water	None
<b>Sale Price</b>		\$52,000	\$30,000	\$41,500	\$32,000
<b>Real Property Rights Adjustment (\$)</b>					
<b>Adjusted Price</b>		\$52,000	\$30,000	\$41,500	\$32,000
<b>Financing Terms Adjustment (\$)</b>					
<b>Adjusted Price</b>		\$52,000	\$30,000	\$41,500	\$32,000
<b>Condition of Sale Adjustment (\$)</b>					
<b>Adjusted Price</b>		\$52,000	\$30,000	\$41,500	\$32,000
<b>Adjusted Price per Acre</b>		\$4,565.41	\$5,825.24	\$5,962.64	\$6,400.00
<b>Market Condition Adjustment (\$)</b>					
<b>Adjusted Price per Acre</b>		\$4,565.41	\$5,825.24	\$5,962.64	\$6,400.00
<b>Location</b>					
<b>Size</b>		10%	-5%		-5%
<b>Frontage</b>		5%			
<b>Corner Site</b>		5%	5%	5%	5%
<b>Shape/Utility</b>		5%			
<b>Topography</b>		5%			
<b>Utilities</b>		5%	5%	5%	5%
<b>Zoning</b>					
<b>Road Surface</b>			5%	5%	5%
<b>Other</b>				-5%	
<b>Net Adjustments (\$)</b>		\$1,597.89	\$582.52	\$596.26	\$640.00
<b>Net Percentage Adjustment</b>		35%	10%	10%	10%
<b>Adjusted Price per Acre</b>		\$6,163.30	\$6,407.77	\$6,558.91	\$7,040.00
<b>Say</b>	<b>\$6,500.00</b>				
<b>Subject Acres</b>	<b>6.24</b>				
<b>Value</b>	<b>\$40,560.00</b>				
<b>Say</b>	<b>\$41,000.00</b>				



10/26/2010

FY 2010  
 Budget Amendments/Revisions  
**Public Works - Maintenance (2040)**

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
1	4/7/2010	2040	60200	PW - Maintenance	Equipment Repair		14,580	Re-classify funds to class 9 for engine repairs that extended the life of the asset and will be capitalized.
		2040	92300	PW - Maintenance	Equip/Mach Replacement	14,580		
2	5/17/2010	2040	71004	PW - Maintenance	Property Insurance	2,480		Cover cost of replacing trailer for backhoe.
		2040	71006	PW - Maintenance	Errors & Omissions	2,721		
		2040	71008	PW - Maintenance	General Liability	4,839		
		2040	91100	PW - Maintenance	Furniture & Fixtures	4,000		
		2040	86850	PW - Maintenance	Contingency	611		
		2040	92300	PW - Maintenance	Repic Mach & Equip	14,651		
3	10/26/2010	2040	91800	PW - Maintenance	Land	41,000		Establish budget for purchase of Hallsville MoDOT facility.
		2040	91200	PW - Maintenance	Building & Improvements	98,500		

## Fund Statement - Road & Bridge Fund 204 and 208 Com

	2009 Actual	2010 Budget
<b>REVENUES:</b>		
Property Taxes	\$ 1,232,417	\$ 1,197,900
Assessments	-	-
Sales Taxes	11,478,664	11,465,000
Franchise Taxes	-	-
Licenses and Permits	10,897	14,000
Intergovernmental	1,916,727	1,124,500
Charges for Services	60,144	370,530
Fines and Forfeitures	-	-
Interest	51,892	74,000
Hospital Lease	-	-
Other	4,747	1,000
<b>Total Revenues</b>	<b>14,755,488</b>	<b>14,246,930</b>
<b>EXPENDITURES:</b>		
Personal Services	3,683,095	3,787,789
Materials & Supplies	2,504,473	2,999,730
Dues Travel & Training	22,727	34,750
Utilities	82,611	101,660
Vehicle Expense	523,829	665,150
Equip & Bldg Maintenance	306,487	379,720
Contractual Services	8,012,856	8,579,860
Debt Service (Principal and Interest)	-	-
Emergency	-	310,000
Other	(64,837)	20,299
Fixed Asset Additions	675,159	595,786
<b>Total Expenditures</b>	<b>15,746,400</b>	<b>17,474,744</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(990,912)</b>	<b>(3,227,814)</b>
<b>OTHER FINANCING SOURCES (USES):</b>		
Transfer In	-	-
Transfer Out	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	27,198	53,000
Proceeds of Long-Term Debt	-	-
Retirement of Long-Term Debt	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>27,198</b>	<b>53,000</b>
<b>REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)</b>	<b>(963,714)</b>	<b>(3,174,814)</b>
<b>FUND BALANCE (GAAP), beginning of year</b>	9,043,410	8,361,739
Less encumbrances, beginning of year	(1,340,571)	(1,622,614)
Add encumbrances, end of year	1,622,614	1,622,614
<b>FUND BALANCE (GAAP), end of year</b>	<b>\$ 8,361,739</b>	<b>\$ 5,186,925</b>
<b>FUND BALANCE RESERVES AND DESIGNATIONS, end of year</b>		
Reserved:		
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-
Debt Service/Restricted Assets	-	-
Prior Year Encumbrances	1,622,614	1,622,614
Designated:		
Capital Project and Other	1,039,400	1,039,400
<b>Total Fund Balance Reserves and Designations, end of year</b>	<b>2,662,014</b>	<b>2,662,014</b>
<b>FUND BALANCE, end of year</b>	<b>8,361,739</b>	<b>5,186,925</b>
<b>FUND BALANCE RESERVES/DESIGNATIONS, end of year</b>	<b>(2,662,014)</b>	<b>(2,662,014)</b>
<b>UNRESERVED/UNDESIGNATED FUND BALANCE, end of year</b>	<b>\$ 5,699,725</b>	<b>\$ 2,524,911</b>
<b>Percent of expenditures</b>	<b>36.20%</b>	<b>14.45%</b>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

9<sup>th</sup>

day of November

20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement between Boone County, Missouri, and the Missouri Highways and Transportation Commission for a Missouri Highways and Transportation Commission Sales Agreement for:

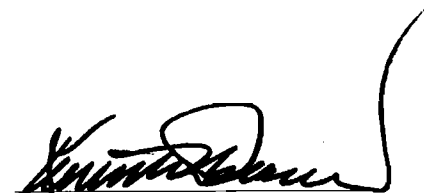
the SW1/4 of the NE ¼ of Section 16, Township 50 North, Range 12 West, in the County of Boone, State of Missouri, more particularly described in the attached contract.

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

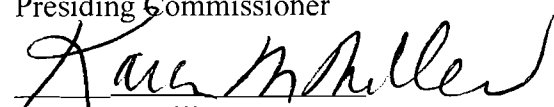
Done this 9<sup>th</sup> day of November, 2010.

ATTEST:

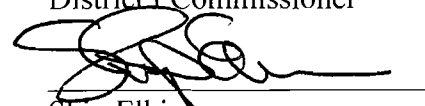
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Kenneth M. Pearson  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner



**CHARLES J. DYKHOUSE**  
**BOONE COUNTY COUNSELOR**  
601 E. WALNUT, SUITE 207  
COLUMBIA, MISSOURI 65201  
TELEPHONE (573) 886-4414  
FAX (573) 886-4413

TO: Commissioners Elkin, Miller and Pearson  
FROM: C.J. Dykhouse, Boone County Counselor  
DATE: October 19, 2010  
RE: MoDOT Contract – Hallsville facility

Attached are two (2) copies of a Real Estate Sales Contract as prepared by MoDOT.

The suggested routing of this contract is as follows: Legal to Auditor; Auditor to Deputy County Clerk for placement on Commission Agenda; after Commission approval, Deputy County Clerk retains one original and forwards one original to the County Counselor; County Counselor to MoDOT.

Roger Wolfe has indicated that I should send the 10% earnest money check back to his attention along with one (1) fully-executed contract. That check will need to be payable as follows: Director of Revenue – Credit State Road Fund. I can mail that along with the fully-executed contract via certified mail to Roger Wolfe, Right of Way Manager, MoDOT, PO Box 718, Jefferson City, MO, 65102.

I would also send a copy of the contract and check to Boone Central Title at that point and ask that they do the final work to procure an owner's title insurance policy to benefit the County, as well as to arrange the closing date. With the Commission's approval, I can present at the closing with a check for the remaining amount (\$125,550.00). (I will work with Boone Central Title to see if that last check will need to be certified or not.) I will ultimately receive the title policy and recorded Deed, which I'll forward to Kristina for the County's official records, and maintain copies in my office as well as out at Public Works.

When we have a closing date, I will notify Wendy Noren's office so that an appropriate, updated schedule can be sent to MOPERM for insurance purposes, with the goal being to ensure that we have insurance coverage in place at the time the County takes ownership of the real property.

I will stand by to discuss any aspect of this further. Thank you.

cc: June Pitchford, Auditor  
Wendy Noren, County Clerk

CCO FORM: RW22  
Approved: 4/96 (RMH)  
Revised: 08/10 (AR)  
Modified:

ROUTE 124  
COUNTY Boone  
JOB NO. Hallsville Maint. Site  
FEDERAL NO. NA  
PARCEL NO. NA  
EXCESS NO. E5-0558

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SALES AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Seller") and Boone County, Missouri, by and through it's County Commission, (hereinafter, "Purchaser").

WITNESSETH:

WHEREAS, the Seller, in consideration of the terms and conditions hereinafter contained, hereby agrees to sell and convey to the Purchaser a tract of land lying situated and being in the County of Boone, State of Missouri, described as follows:

All that part of Grantor's land in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 16, Township 50 North, Range 12 West, in the County of Boone, State of Missouri, more particularly described as follows:

From the NE corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 16, Township 50 North, Range 12 West; thence S 28° 43' W, a distance of 1467.7 feet; thence N 86° 36' W, a distance of 1425 feet; thence N 86° 50' W, a distance of 651 feet; thence N 3° 10' E, a distance of 30 feet to a point on the north right of way line of State Highway 124 opposite Station 169+24, said point also being on the east right of way line of a county road; thence in a northerly direction along the east right of way line of said county road, a distance of 626.13 feet; thence in an easterly direction parallel to the north right of way line of said Route 124, a distance of 208.71 feet; thence in a southerly direction parallel to the east right of way line of said county road, a distance of 626.13 feet to a point on the north right of way line of said Route 124 opposite Station 171+32.71; thence in a westerly direction along the north right of way line of said Route 124, a distance of 208.71feet to the point of beginning, containing 3 acres.

Also:

From the NE corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 16, Township 50 North, Range 12 West; thence S 28° 43' W, a distance of 1467.7 feet; thence N 86° 36' W, a distance of 1425 feet; thence N 86° 50' W, a distance of 651 feet; thence N 3° 10' E, a distance of 30 feet to a point on the north right of way line of State Highway Route B (124) opposite Station 169+24, said point also being on the east right of way line of a county road; thence N 3° 10' E, a distance of 626.13 feet to the beginning point of this

description; thence N 4° 44' E, a distance of 678 feet; thence S 86° 25' E, a distance of 208.71 feet; thence S 4° 44' W, a distance of 676.35 feet; thence N 86° 50' W, a distance of 208.71 feet to the point of beginning, containing 3.24 acres.

WHEREAS, the Seller agrees to sell and convey the above-described property within ninety (90) days from the date hereof upon the prompt and full performance by the Purchaser.

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) PURCHASE PRICE: **One hundred thirty nine thousand, five hundred dollars** (\$139,500.00) will be paid to the Seller as follows:

(A) Ten Percent (10%) Earnest Money: The Purchaser hereby tenders to the Seller, at the signing of this Agreement, a sum equal to ten percent (10%) of the total purchase price as earnest money on the above-described property, **Thirteen thousand, nine hundred fifty dollars** (\$13,950.00). This earnest money deposit is to be forfeited in case of default in the payment of the total purchase price and any special terms of this Agreement, as set forth below.

(B) Balance of Payment: The Purchaser agrees to pay the balance of said consideration by a cashier's check or money order for this sale upon final approval of the Agreement by the Seller and delivery of the executed deed to the Purchaser within the above specified ninety (90) day period for completing this transaction. The balance to be paid by the Purchaser to the Seller is **One hundred twenty five thousand, five hundred fifty dollars** (\$125,550.00). If the sale is not approved by the Seller and the transaction is not closed within this ninety (90) day time limit, the entire Agreement shall become null and void and the earnest money deposit heretofore made to the Seller shall be returned to the Purchaser.

(2) UTILITIES RESERVATIONS: A utility clause will be included in the deed of conveyance if there are utilities on the property.

(3) SPECIAL CONDITIONS (such as curbing, fencing, drainage, access): The completion of any special conditions, as set out below, and the application of any permits, as necessary, shall be completed before the sale is closed.

None

(4) CONVEYANCE: Conveyance will be by quitclaim deed releasing any and all interest the Seller has in the above-described property. It is incumbent upon purchasers to seek their own professional opinion as to the resulting state of the title. The Seller will not provide a commitment for title insurance, supplemental abstract or

property survey. If the Purchaser desires to obtain a commitment for title insurance or a supplemental abstract, and if in so doing the Purchaser determines that the requirements for obtaining fee title are unsatisfactory, the Purchaser shall have thirty (30) days from date of signing this Agreement in which to advise the Seller in writing of the unsatisfactory requirements and void the contract. Purchaser will be responsible for payment of all fees associated with recording the conveyance documents.

(5) ENTIRE AGREEMENT; AMENDMENTS: This Agreement constitutes the entire agreement between the parties. Any change in this Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Purchaser and the Seller.

(6) SELLER (COMMISSION) REPRESENTATIVE: The Commission's district engineer is designated as the Seller's representative for the purpose of administering the provisions of this Agreement.

(7) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Purchaser shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(8) ASSIGNMENT: The Purchaser shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Seller.

(9) NONWAIVER: No delay or failure by either party to exercise or enforce any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise provided herein.

(10) EXTENSION OF CLOSING DATE: If both parties are in agreement, the time period for closing this transaction can be extended by attaching an "Addendum" specifying a new date for closing.

(11) APPROVAL OF COMMISSION: This sale is subject to the approval of the Commission and is not final until it has been approved by the Commission. Should the Commission, in its discretion, not approve this transaction, this contract shall be null and void and the Purchaser's earnest money deposit shall be returned to the Purchaser within ninety (90) days of the consideration of the Agreement by the Commission.

IN WITNESS WHEREOF, the said parties herein have executed this Agreement on the  
13<sup>th</sup> day of October, 2010.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By Roger Schwabe  
District Engineer  
(Title)

PURCHASER: Boone County, Missouri

By: SEE ATTACHED

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

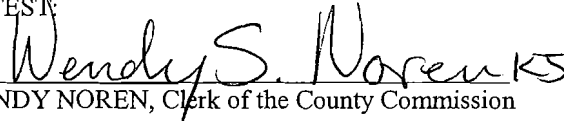
Date: \_\_\_\_\_

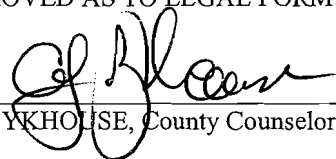


FOR THE COUNTY OF BOONE:

  
KENNETH M. PEARSON, Presiding Commissioner

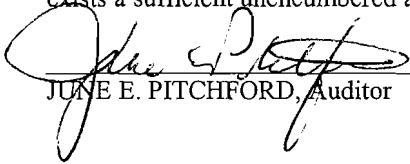
DATED: 11-9-10

ATTEST:  
  
WENDY NOREN, Clerk of the County Commission

APPROVED AS TO LEGAL FORM:  
  
C.J. DYKHOUSE, County Counselor

**AUDITOR CERTIFICATION**

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and there exists a sufficient unencumbered appropriation balance.

 "11/9/2010"  
JUNE E. PITCHFORD, Auditor Date 2040-91800  
2040-91200



Recorded in Boone County, Missouri  
Date and Time: 12/21/2010 at 03:09:54 PM  
Instrument #: 2010027751 Book: 3749 Page: 90  
Grantor: MISSOURI STATE OF  
Grantee: BOONE COUNTY MISSOURI

Instrument Type: QTCL  
Recording Fee: \$33.00 S  
No. of Pages: 4

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



COUNTY: Boone  
ROUTE: 124  
PROJECT: Old Hallsville Maint. Site  
PARCEL: E5-0558

**QUITCLAIM DEED**

THIS INDENTURE, made this 14 day of December, 2010, between the State of Missouri, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, 105 W. Capitol Avenue, Jefferson City, Missouri 65102, party of the first part (grantor) and **BOONE COUNTY, MISSOURI, by and through it's County Commission**, 601 E. Walnut, Suite 207, Columbia, MO 65201, party of the second part (grantee),

WITNESSETH: In consideration of the payment of the sum of **ONE HUNDRED THIRTY NINE THOUSAND, FIVE HUNDRED DOLLARS** (\$139,500.00), the receipt of which is hereby acknowledged, the said party of the first part does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the party of the second part, a tract of land, lying situated and being in the County of **Boone**, State of Missouri, to wit:

All that part of Grantor's land in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 16, Township 50 North, Range 12 West, in the County of Boone, State of Missouri, more particularly described as follows:

From the NE corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 16, Township 50 North, Range 12 West; thence S 28° 43' W, a distance of 1467.7 feet; thence N 86° 36' W, a distance of 1425 feet; thence N 86° 50' W, a distance of 651 feet; thence N 3° 10' E, a distance of 30 feet to a point on the north right of way line of State Highway 124 opposite Station 169+24, said point also being on the east right of way line of a county road; thence in a northerly direction along the east right of way line of said county road, a distance of 626.13 feet; thence in an easterly direction parallel to the north right of way line of said Route 124, a distance of 208.71 feet; thence in a southerly direction parallel to the east right of way line of said county road, a distance of 626.13 feet to a point on the north

*Cont. on pg. 2*

right of way line of said Route 124 opposite Station 171+32.71; thence in a westerly direction along the north right of way line of said Route 124, a distance of 208.71 feet to the point of beginning, containing 3 acres.

Also:

From the NE corner of the SE1/4 of the NE1/4 of Section 16, Township 50 North, Range 12 West; thence S 28° 43' W, a distance of 1467.7 feet; thence N 86° 36' W, a distance of 1425 feet; thence N 86° 50' W, a distance of 651 feet; thence N 3° 10' E, a distance of 30 feet to a point on the north right of way line of State Highway Route B (124) opposite Station 169+24, said point also being on the east right of way line of a county road; thence N 3° 10' E, a distance of 626.13 feet to the beginning point of this description; thence N 4° 44' E, a distance of 678 feet; thence S 86° 25' E, a distance of 208.71 feet; thence S 4° 44' W, a distance of 676.35 feet; thence N 86° 50' W, a distance of 208.71 feet to the point of beginning, containing 3.24 acres.

Grantee, by acceptance of this conveyance, covenant and agree for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said party of the second part, its heirs and assigns forever.



**BOONE COUNTY MO DEC 21 2010**

**ACCEPTANCE OF CONVEYANCE**

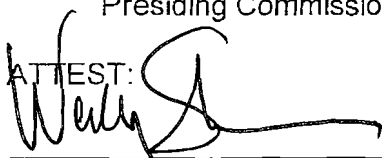
The Quitclaim Deed attached above, made on December 14, 2010, by the State of Missouri, acting by and through the Missouri Highways and Transportation Commission (the "Grantor"), is hereby received and formally accepted by Boone County, Missouri (the "Grantee" of the deed) on this 21<sup>st</sup> day of December, 2010.

This Acceptance is executed by the undersigned Presiding Commissioner of the County of Boone, who is authorized by Order 599-2010 of the Boone County Commission dated December 21, 2010, to accept conveyances of easements and real property for the County of Boone.

**BOONE COUNTY, MISSOURI, GRANTEE**



By: Kenneth M. Pearson  
Presiding Commissioner

ATTEST:  


By: Wendy S. Noren  
Clerk of the County Commission

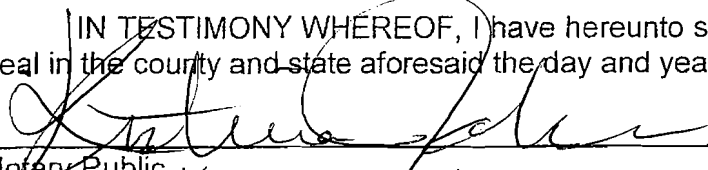


**ACKNOWLEDGMENT BY COUNTY OF BOONE**

STATE OF Missouri )  
  ) ss  
COUNTY OF Boone )

On this 21 day of December, 2010, before me appeared Kenneth M. Pearson, personally known to me, who being by me duly sworn, did say that he is the Presiding Commissioner of Boone County and that the foregoing instrument was signed and sealed on behalf of the County of Boone and that he acknowledged said instrument to be the free act and deed of the County of Boone and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

  
Notary Public Kristina Johnson

My Commission Expires: 9.16.13

**KRISTINA JOHNSON**  
**Notary Public - Notary Seal**  
**State of Missouri**  
**County of Boone**  
**My Commission Expires September 16, 2013**  
**Commission # 09068966**



400 Second Avenue South  
Minneapolis, Minnesota 55401-2499  
(612)-371-1111  
1-800-328-4441  
(612)-371-1124 FAX

BOONE-CENTRAL TITLE COMPANY  
Privacy Policy Notice

#### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company and Boone-Central Title Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

**We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.**

**We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:**

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

**We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.**



# OWNER'S POLICY OF TITLE INSURANCE

## Policy Number OX 8314179

Issued by Old Republic National Title Insurance Company

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or


(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued through the Office of:

**Boone-Central Title Company**  
601 E. Broadway, Suite 102  
Columbia MO 65201  
573-442-0139  
573-442-6078-fax  
www.boone-central.com

  
\_\_\_\_\_  
Authorized Signature

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

*A Stock Company*  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By



President

Attest

Secretary



**BOONE-CENTRAL TITLE COMPANY**

601 E. Broadway, Ste. 102

Columbia, MO 65201

Agent For

Old Republic National Title Insurance Company

**OWNER'S POLICY**

**SCHEDULE A**

Policy No. **OX 8314179**

File No.: **1015105**

Amount of Insurance: **\$139,500.00**

Premium: **\$161.60**

Date of Policy: **December 21, 2010 at 03:09:54 pm**

Total Charges: **\$510.00**

1. Name of Insured:

**Boone County, Missouri, by and through it's County Commission**

2. The estate or interest in the land which is covered by this policy is:

**Fee Simple**

3. Title to the estate or interest in the land is vested in:

**Boone County, Missouri, by and through it's County Commission**

4. The land referred to in this policy is described as follows:

**A tract of land containing 3.00 acres, more or less, located in the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Fifty (50) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri, described as follows: From the northeast corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section; thence South 28 degrees 43' West, a distance of 1467.7 feet; thence North 86 degrees 36' West, a distance of 1425 feet; thence North 86 degrees 50' West, a distance of 651 feet; thence North 3 degrees 10' East, a distance of 30 feet to a point on the north right-of-way line of State Highway 124 opposite Station 169+24, said point also being on the east right-of-way line of a county road; thence in a Northerly direction along the east right-of-way line of said county road, a distance of 626.13 feet; thence in an Easterly direction parallel to the north right-of-way line of said Route 124, a distance of 208.71 feet; thence in a Southerly direction parallel to the east right-of-way line of said county road, a distance of 626.13 feet to a point on the north right-of-way line of said Route 124 opposite Station 171+32.71; thence in a Westerly direction along the north right-of-way line of said Route 124, a distance of 208.71 feet to the point of beginning.**

**A tract of land containing 3.24 acres, more or less, located in the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Fifty (50) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri, described as follows: From the northeast corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section; thence South 28 degrees 43' West, a distance of 1467.7 feet; thence North 86 degrees 36' West, a distance of 1425 feet; thence North 86 degrees 50' West, a distance of 651 feet; thence North 3 degrees 10' East, a distance of 30 feet to a point on the north right-of-way line of State Highway 124 opposite Station 169+24, said point also being on the east right-of-way line of a county road; thence North 3 degrees 10' East a distance of 626.13 feet; thence North 4 degrees 44' East, a distance of 678 feet; thence South 86 degrees 25' East, a distance of 208.71 feet; thence South 4 degrees 44' West, a distance of 676.35 feet; thence North 86 degrees 50' West, a distance of 208.71 feet to the point of beginning.**

**OWNER'S POLICY**

**SCHEDULE B**

Date of Policy: **December 21, 2010**

Policy No. **OX 8314179**

File No: **1015105**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

**STANDARD EXCEPTIONS:**

**The paragraph titled "ARBITRATION" in the Conditions and Stipulations of this policy is hereby deleted.**

1. (a) Rights or claims of parties in possession not shown by the public records.  
(b) Easements or claims of easements, not shown by the public records.  
(c) Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.  
(d) 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.  
(e) Taxes or special assessments which are not shown as existing liens by the public records.

**SPECIAL EXCEPTIONS:**

2. General taxes for the year **2010** and thereafter. Any special taxes not at this date entered against said property on the books in the Clerk's Office for the County of BOONE, State of MISSOURI. **NONE NOW DUE AND PAYABLE.**
3. **Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.**
4. **Title to that portion of the subject land within the right-of-way of the Barnes School Road and/or Highway 124.**



History...Commitment...Excellence

601 East Broadway, Suite 102  
Columbia, Missouri 65201  
573-442-0139  
1-866-298-3269  
573-442-6078 FAX  
www.boone-central.com

**BOONE-CENTRAL TITLE COMPANY**  
**Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Boone-Central Title Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the

extent possible, the basis of calculating the amount of the loss or damage.

## **5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

## **7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.  
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time

of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### **9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### **14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the

Title Insurance Arbitration Rules of the American Land Title Association (“Rules”). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 9<sup>th</sup> day of November 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the reappointment of Roger Linneman to the Building Code Commission effective 11/08/2010 and ending 11/08/2012.

Done this 9<sup>th</sup> day of November, 2010.

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@boonecountymmo.org

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

+ Reapply  
+ Terms up 10/31  
+ Take apps until end of Oct.

Board or Commission: BUILDING CODE COMMISSION Term: 2010-2012

Current Township: BOURBON Today's Date: 9/22/10

Name: ROGER LINNEMAN

Home Address: 112 EAST PATTON Zip Code: 65284

Business Address: 1121 MAIN ST., BOONVILLE, MO Zip Code: 65233

Home Phone: 573-687-2510 Work Phone: 660-882-3324  
Fax: \_\_\_\_\_ E-mail: linneman@midamerica.net

Qualifications: LICENSED PROFESSIONAL ENGINEER; MO, IL, KS

Past Community Service: SERVED ON PAST BUILDING CODE COMMISSION

References: FRED MALICOAT, PE  
BRAD WRIGHT, AIA

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

Post-it® Fax Note	7671	Date	9/22/10	# of pages	1
To	BOB SHE MORAN	From	ROGER LINNEMAN		
Co./Dept.		Co.			
Phone #		Phone #	660-882-3324		
Fax #	573-886-4311	Fax #			