

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

September Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the 15th day of September 20 05

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

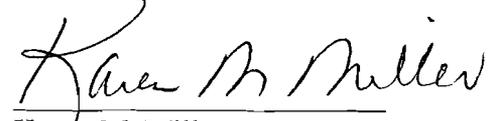
Now on this day the County Commission of the County of Boone does hereby adopt the attached Commerce Bank Corporate Resolution for the Procurement Card Account.

Done this 15th day of September, 2005.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schmarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Corporate Resolution To Obtain Credit Card Account

The undersigned, Wendy S. Noren the County Clerk of County of Boone, Missouri ("Corporation") a Political Subdivision of the State of Missouri corporation, does hereby certify that the following resolutions were duly and regularly passed and adopted by the Governing Body of this Corporation, at a meeting duly called, on the 15th day of September, 2005, and such resolutions are still in full force and effect and have not been amended or revoked.

"RESOLVED, that any one of the following:

Karen Miller

June Pitchford

Kay Murray

be and each hereby is authorized directed and empowered to establish credit card accounts "(Accounts)" with Commerce Bank, N.A. (Omaha, NE.) (herein called "Commerce") and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application and agreement to open the Accounts."

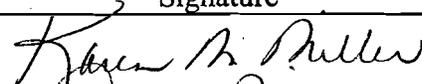
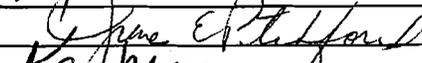
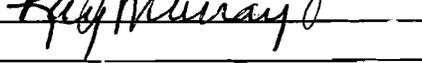
"FURTHER RESOLVED, that any one of the foregoing named officers of this Corporation may from time to time request Commerce to issue bank cards to any person in connection with any of the Accounts."

FURTHER RESOLVED, that any one of the foregoing named officers of this Corporation may from time to time appoint an Administrator to assist Commerce in the administration of the credit card program as provided in the Commerce Bank Commercial Card Agreement.

"FURTHER RESOLVED, Commerce is authorized to act upon these resolutions until written notice of revocation is delivered to Commerce, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers named herein."

The undersigned further certifies that the specimen signatures appearing below are the signatures of the officers authorized to sign for this corporation by authority of these resolutions.

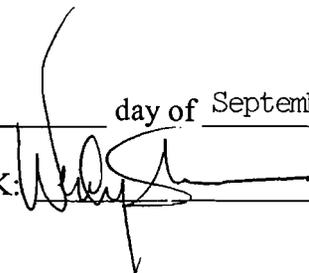
SPECIMEN SIGNATURES:

NAME (typed)	TITLE (typed)	Signature
Karen Miller	Southern Commissioner, Boone County	
June Pitchford	Boone County Auditor	
Kay Murray	Boone County Treasurer	

IN WITNESS WHEREOF, I have hereunto set my hand as
Wendy S Noren, County Clerk

and affixed the corporate seal of this Corporation this 15th day of September, 2005

(SEAL)

COUNTY CLERK: 

366 -2005

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

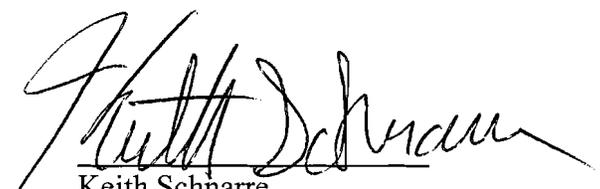
Term. 20 05

In the County Commission of said county, on the 15th day of September 20 05

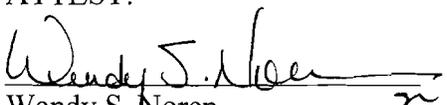
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 56-06SEP05 for the Clark Lane Road Improvement Project to Columbia Curb and Gutter. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

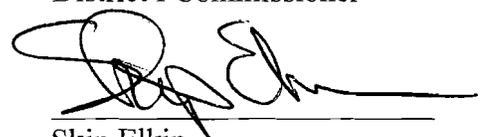
Done this 15th day of September, 2005.


Keith Scharre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: September 8, 2005
RE: 56-06SEP05 Clark Lane Road Improvement Project

The Bid for Clark Lane Road Improvement Project closed on September 6, 2005. Two bids were received. Purchasing and the Public Work's department recommend award to Columbia Curb & Gutter for submitting the low bid.

Total cost of contract is \$149,662.53 with a 10% contingency of \$14,966.25 for a total Purchase Order amount of \$164,628.78. This contract will be paid out of department 2045 – Public Works Design and Construction, account number 71100 – Outside Services. The original budget was \$190,000.00.

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

ATT: Bid Tabulation
Public Works Memo

cc: Don Abell, Public Works
David Mink, Public Works
Bid File

BID TABULATION

56-06SEP05 Clark Lane Road Improvement

Description	Pricing		Apac Missouri, Inc		Columbia Curb & Gutter	
	Quantity	Unit	Unit Price	Extended Total	Unit Price	Extended Total
Mobilization	1	LS	\$ 19,000.00	\$ 19,000.00	\$ 6,000.00	\$ 6,000.00
Traffic Control	1	LS	\$ 4,900.00	\$ 4,900.00	\$ 5,300.00	\$ 5,300.00
Construction Staking	1	LS	\$ 3,400.00	\$ 3,400.00	\$ 3,500.00	\$ 3,500.00
Clearing, Fence & Tree Removal	1	LS	\$ 14,200.00	\$ 14,200.00	\$ 7,500.00	\$ 7,500.00
Earth Excavation	2157	CY	\$ 15.35	\$ 33,109.95	\$ 9.75	\$ 21,030.75
Removal of Asphalt Street Pavement	1250	SY SY	\$ 10.10	\$ 12,625.00	\$ 4.40	\$ 5,500.00
Removal of PCC Driveway Pavement	417	LS	\$ 18.75	\$ 7,818.75	\$ 8.50	\$ 3,544.50
Removal of 15" RCP, Abandoned Water Line, and other Misc. Removals	1	SY	\$ 4,375.00	\$ 4,375.00	\$ 3,500.00	\$ 3,500.00
4" Type 1 Rolled Stone Base	1603	SY	\$ 5.25	\$ 8,415.75	\$ 4.55	\$ 7,293.65
PCC Curb & Gutter (2.5'Wide)	241.5	LS	\$ 27.15	\$ 6,556.73	\$ 21.20	\$ 5,119.80
9" Asphaltic Concrete Pavement	1426	SY	\$ 23.70	\$ 33,796.20	\$ 25.75	\$ 36,719.50
7" Driveway Pavement	361.5	SY	\$ 76.60	\$ 27,690.90	\$ 46.25	\$ 16,719.38

Storm Water Flume	1	LS	\$ 608.00	\$ 608.00	\$ 1,500.00	\$ 1,500.00
2" Type 'C' Asphaltic Concrete Overlay	1867	SY	\$ 5.50	\$ 10,268.50	\$ 6.85	\$ 12,788.95
Hand Placed Stones	10.5	SY	\$ 85.00	\$ 892.50	\$ 100.00	\$ 1,050.00
Rock Rip-Rap	13.8	SY	85	\$ 1,173.00	45	\$ 621.00
Silt Fence	500	LF	4	\$ 1,850.00	4	\$ 2,000.00
Staked Straw bale Check Dams	10	EA	105	\$ 1,050.00	115	\$ 1,150.00
Seeding and Mulching	0.7	AC	4570	\$ 3,199.00	5000	\$ 3,500.00
Ditch Liner Mat	500	SY	5.15	\$ 2,575.00	5.65	\$ 2,825.00
Permanent Traffic Control Signage	1	LS	1990	\$ 1,990.00	2000	\$ 2,000.00
Unsuitable Subgrade Repair	10	CY	230	\$ 2,300.00	50	\$ 500.00
Total				\$ 201,794.28		\$ 149,662.53

Bidder's Qualifications	YES	YES
Anti-Collusion statement	YES	YES
Signature & Identity of Bidder	YES	YES
Bidder's Acknowledgment	YES	YES
Bid Bond	YES	YES

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and Columbia Curb & Gutter (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 56-06SEP05
Clark Lane Road Improvement Project
 Project No. 9819
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$149,662.53.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates—Annual Wage Order No. 12
19. Boone County Standard Terms and Conditions

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

One Hundred Forty Nine Thousand Six Hundred Sixty Two Dollars and Fifty Three Cents (\$149,662.53)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 15 SEPT 2005 at Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: 
Keith Schlarre, Presiding Commissioner

ATTEST:


Wendy Noren, County Clerk

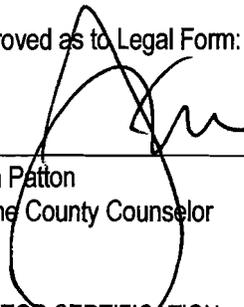
CONTRACTOR: **Columbia Curb & Gutter**

By: 
Authorized Representative Signature

By: Steven J. Kullman
Authorized Representative Printed Name

Title: VP

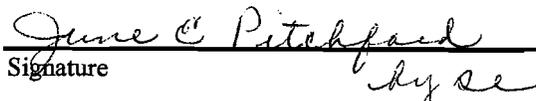
Approved as to Legal Form:


John Patton
Boone County Counselor

AUDITOR CERTIFICATION

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

2045/71100 - \$149,662.53


Signature

9/19/05
Date

Appropriation Account

NOTICE TO PROCEED

DATE: 9-21-05
TO: Columbia Curb & Gutter, Inc.
ADDRESS: 4105 I-70 Drive Southeast, Columbia, Mo 65201
PROJECT: Clark Lane – Road Improvement Project (Project # 9819)
56-06SEPOS

You are hereby notified that the Contract Time under the above contract will commence on Thursday, September 22, 2005. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Substantial Completion shall be achieved on or before October 31, 2005, and Total Completion shall be achieved on or before November 14, 2005. Closure of the roadway shall not exceed 28 consecutive calendar days.

All inspections for this project should be called in to the Design & Construction office at 449-8515. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: 
Date: 9/21/05

John P. Watkins II
Project Development Manager

County Clerk
Purchasing
Director
R.O.W. Department
Inspection Department
Project File

366-2005

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

15th

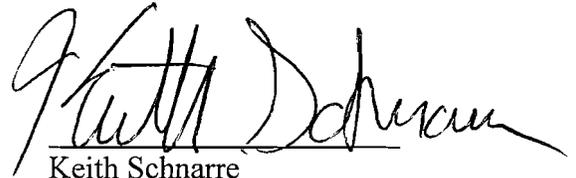
day of September

20 05

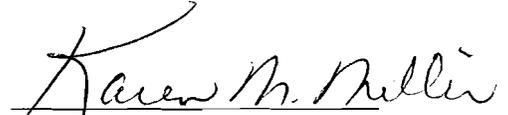
the following, among other proceedings, were had, viz:

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

Done this 15th day of September, 2005.



Keith Schnarre
Presiding Commissioner

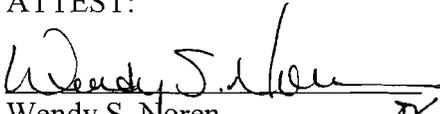


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

TAX COLLECTION AGREEMENT

This agreement, made and entered into this 15th day of September, 2005, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City", and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Wendy S. Noren, Boone County Clerk, hereinafter called the "Clerk", and Patricia S. Lensmeyer, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the City and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and Sections 50.332 & 70.220, RSMo., to enter into certain cooperative agreements for collection of property taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the City for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I

The County by and through the County Assessor agrees to perform the assessment function of determining the fair market value and true assessed value of all real and personal property located within the City boundaries.

II

The County by and through the County Clerk and the Information Services Department agrees to create, on behalf of the City, tax billing amounts relating to all real and personal property located within the City boundaries including surtax on businesses located within the boundaries of the City. Such billing amounts relating to the City of Columbia, Missouri are to be included and identified separately on tax bills generated on taxable property within the boundaries of the City.

III

The County by and through the County Clerk and the Information Services Department agrees to create, on behalf of the Columbia Library District and the Special Business District, created March 19, 1979 by City Ordinance Number 008176, tax billing amounts relating to all real and personal property, as applicable, located within the boundaries of the Columbia Library District and the Columbia Special Business District.

IV

The County, by and through the County Collector, hereby agrees to bill and collect, on behalf of the City, the Columbia Library District and the Special Business District, all monies due and owing the City, the Columbia Library District and the Special Business District for taxable property within the boundaries of the City, the boundaries of the Columbia Library District and the boundaries of the Special Business District.

V

The County agrees that the City shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the City, the Columbia Library District or Special Business District taxes accumulated under the tax collection and processing system.

VI

The County by and through the Collector agrees to remit to the City the receipts due the City, the Columbia Library District and the Special Business District at the same time the Collector remits other receipts similarly collected on behalf of other cities and taxing entities within the County; provided, however, that there shall be a remittance to the City at least once per month at which time the Collector shall provide a Monthly Statement of Collections and Distributions report for the City along with separate remittances and separate Monthly Statement of Collections and Distributions reports for the Columbia Library District and the Special Business District.

VII

The City and the Columbia Library District shall fix their ad valorem property tax rates, as provided in section 67.110 RSMo., not later than September first each year for entry in the tax books. If either the City or the Columbia Library District should fail to comply with Section 67.110 RSMo., then no tax rate other than the rate, if any, necessary to pay

the interest and principal on any outstanding bonds shall be certified for that year and the Collector will neither bill nor collect City or the Columbia Library District, whichever is applicable, taxes for that year either current or delinquent. However, the Collector will continue to collect and disburse prior year taxes under this agreement. A new agreement will have to be entered into by all parties to resume collecting current taxes.

VIII

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest and fees. Such collection of taxes, penalties, interest and fees shall be conducted in accordance with applicable law(s).

IX

The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the City, the Columbia Library District and Special Business District as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by Section 137.720.1 and Section 137.750, RSMo., the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the City, the Columbia Library District and Special Business District to fund the costs and expenses incurred in assessing real and/or personal property. As further required by Section 137.720.2 and Section 137.750, RSMo., and subject to the provisions of subsections 5 and 6 of Section 137.720, RSMo., the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the City, the Columbia Library District and Special Business District, provided that for each calendar year, if the total amount of ad valorem property taxes so further withheld by the Collector from the political subdivisions in Boone County, Missouri under Section 137.720.2, RSMo. shall exceed one hundred thousand dollars (\$100,000.00), the Collector shall pay to the City, the Columbia Library District and Special Business District once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the City, the Columbia Library

District, the Special Business District and other political subdivisions in excess of one hundred thousand dollars (\$100,000.00). All sums withheld by the Collector, as required by Section 137.720 and Section 137.750, RSMo., shall be deposited by the Collector in the Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the City, the Columbia Library District and Special Business District the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide written itemization showing the balance remitted for each separate property tax.

X

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2006, provided, however, that any party may terminate this agreement within sixty (60) days by serving upon all other parties to the agreement written notice of its intention to terminate the agreement. The parties hereto mutually agree that this contract will be automatically renewed on March 1, 2006, and will continue to renew on March 1 of each subsequent year unless any party serves written notice of termination no less than ninety (90) days prior to the renewal date.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

CITY OF COLUMBIA, MISSOURI



BY: Raymond A Beck, City Manager

ATTEST:



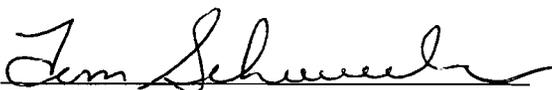
Sheela Amin, City Clerk

APPROVED AS TO FORM:



Fred Boeckmann

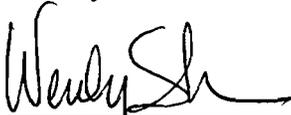
COUNTY OF BOONE



Tom Schauwecker
County Assessor



Patricia S. Lensmeyer
Collector of Revenue



Wendy S. Noren
County Clerk



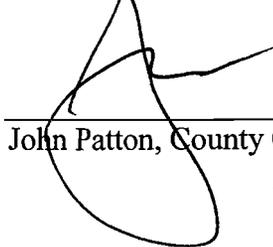
Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

APPROVED AS TO FORM:



John Patton, County Counselor

018678
Permanent Record
Filed in Clerk's Office

Introduced by Hindman

First Reading 8-15-05 Second Reading 9-6-05

Ordinance No. 018678 Council Bill No. B 320-05

AN ORDINANCE

authorizing the City Manager to execute a tax collection agreement with Boone County; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a tax collection agreement with Boone County. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 6th day of September, 2005.

ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

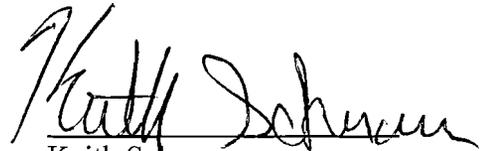
15th day of September 20 05

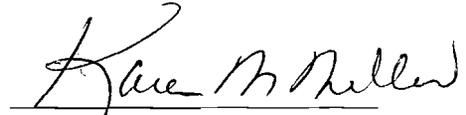
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby appoint the following as Delegates to the Missouri Association of Counties (MAC) Annual Conference:

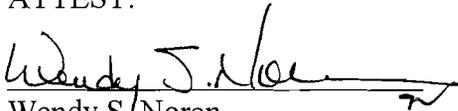
- County Public Administrator Connie Hendren
- County Auditor June Pitchford
- County Treasurer Kay Murray
- County Recorder Bettie Johnson
- Presiding Commissioner Keith Schnarre
- District I Commissioner Karen M. Miller
- District II Commissioner Skip Elkin
- County Clerk Wendy Noren
- County Collector Pat Lensmeyer

Done this 15th day of September, 2005.


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Skip Elkin
 District II Commissioner

MISSOURI ASSOCIATION OF COUNTIES

368-2005

OFFICIAL FORM: DESIGNATION OF DELEGATES TO MAC'S ANNUAL CONFERENCE

RECEIVED

Return Form To: Missouri Association of Counties
P.O. Box 234
Jefferson City, MO 65102

AUG 23 2005

MISSOURI ASSOCIATION OF COUNTIES

Please return the forms by October 3. If an unavoidable delay occurs and the form must be handed in at conference, only delegates whose names are submitted by noon on October 26 are eligible to vote. Name badge identification is necessary for voting at the conference.

Article VI, Section 6(c) of the Missouri Association of Counties Bylaws provides that each member county shall be permitted four (4) voting delegates. Member counties with an assessed valuation of over \$66.7 million shall be allowed five (5) voting delegates, plus one additional voting delegate for each additional \$66.7 million assessed valuation. The maximum number of voting delegates shall be ten (10).

The Bylaws provide that delegates be selected in the following manner:

- The county commission selects from within its membership one delegate.
- Additional delegates are selected by a majority vote of not less than seven (7) elected officials in the county. The additional delegates chosen may be commissioners, clerks, collectors, treasurers or any other elected county officials.
- Any county official who is eligible to participate in the selection of a delegate but who is not a delegate has the right to participate at any meeting of the Association under the rules established.
- No delegate or other person shall be permitted to cast a proxy vote for another delegate.

Boone County does hereby designate the following to serve as its delegates to the Missouri Association of Counties' Annual Conference on October 25-27, 2005.

Delegate Connie Hendren
Name

Public Administrator
Title

Delegate Jane Pitchford
Name

Auditor
Title

Delegate Kay Murray
Name

Treasurer
Title

Delegate Bettie Johnson
Name

Recorder
Title

Delegate _____
Name

Title

Please record additional delegates on a separate page.

ATTEST:

Wendy S. [Signature]
County Clerk

[Signature] Schuman
Presiding Commissioner
[Signature] M. Miller
Associate Commissioner
[Signature]
Associate Commissioner

MISSOURI ASSOCIATION OF COUNTIES

2C 4mm
KS

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Delegate Keith Schnarre
Name

Presiding Commissioner
Title

Delegate Karen M. Miller
Name

District I Commissioner
Title

Delegate Skip Elkin
Name

District II Commissioner
Title

Delegate Wendy Noren
Name

County Clerk
Title

Delegate Pat Lensmeyer
Name

County Collector
Title

Please record additional delegates on a separate page.

ATTEST:

Wendy S. Noren
County Clerk

Keith Schnarre
Presiding Commissioner

Karen M. Miller
Associate Commissioner

Associate Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 05

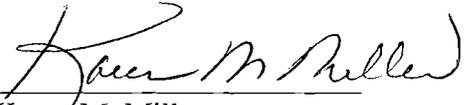
In the County Commission of said county, on the 15th day of September 20 05

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached proclamation for Family Day.

Done this 15th day of September, 2005.

Keith Schnarre
Presiding Commissioner

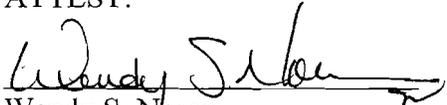


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



**Proclamation for
Family Day
A Day to Eat Dinner with Your Children**

Whereas, the use of illegal drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of America's children and;

Whereas, surveys conducted by the National Center on Addiction and Substance Abuse (CASA) at Columbia University, have consistently found that the more often children and teenagers who routinely eat dinner with their families are less likely to smoke, drink and use illegal drugs and;

Whereas, teenagers who virtually never eat dinner with their families are 72 percent more likely than the average teenager to use illegal drugs, alcohol and cigarettes and;

Whereas, teenagers who almost always eat dinner with their families are 31 percent less likely than the average teenager to use illegal drugs, alcohol and cigarettes and;

Whereas, the correlation between family dinners and reduced risk for teen substance abuse are well documented and;

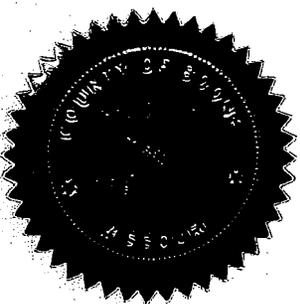
Whereas, parental influence is known to be one of the most crucial factors in determining the likelihood of substance abuse by teenagers and;

Whereas, family dinners have long constituted a substantial pillar of family life in America.

Be it RESOLVED that

Now therefore, the Boone County Commission does hereby proclaim the fourth Monday in September shall henceforth be designated as Family Day—A Day to Eat Dinner with Your Children in Boone County and urges all citizens to recognize and participate in its observance.

In witness of, we have caused the seal of the County of Boone to be hereunto affixed on this 15th day of September, 2005.



Keith Schnarre
Keith Schnarre, Presiding Commissioner

Karen M. Miller
Karen M. Miller, District I Commissioner

Skip Elkin
Skip Elkin, District II Commissioner

Attest:

Wendy Nofen
Wendy Nofen, County Clerk