

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 20th day of June 20 06

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 order for Public Nuisance and Order for Abatement . The location of the public nuisance is as follows: 1800 Prathersville Road, #96, Crescent Meadows Mobile Home Park, Columbia, MO, a/k/a parcel# 12-417-19-02-085.00 01, Section 19, Township 49, Range 12 as shown by deed book 1994 page 0246, Boone County . It is further ordered that the Presiding Commissioner be hereby authorized to sign said order.

Done this 20th day of June 2006.

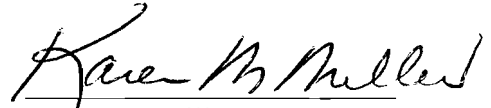


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

| | | |
|---------------------------|---|--------------------------------------|
| In Re: Nuisance Abatement |) | June Session |
| 1800 Prathersville Road, |) | May Adjourned |
| lot #96 |) | Term 2006 |
| |) | Commission Order No. <u>242-2006</u> |

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 20th day of June, 2006, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: a derelict blue 4-door Ford vehicle, a derelict black Ford pickup truck full of trash and broken furniture, a derelict black 4-door Ford Taurus vehicle, and a derelict brown and white Ford pickup truck
4. The location of the public nuisance is as follows: 1800 Prathersville Road, #96, Crescent Meadows Mobile Home Park, Columbia, MO, a/k/a parcel# 12-417-19-02-085.00 01, Section 19, Township 49, Range 12 as shown by deed book 1994 page 0246, Boone County
5. The specific violation of the Code is:
Motor vehicle nuisance in violation of section 6.9 of the Code
5. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code to the property owner, occupant, and any other applicable interested persons.
6. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.

7. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

CERTIFIED COPY OF ORDER

243-2006

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 20th day of June 20 06

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

Now on this day the County Commission of the County of Boone does hereby authorize the County Clerk to fill the position of Polling Place Operations Manager at 110% above midpoint.

Done this 20th day of June 2006.

ATTEST:

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

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

RECEIVED JUN 19 2006

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

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the existing departmental appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form and schedule 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 _____ Department Election & Registration

Position Title Polling Place Operations Manager Position No. 258

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point
OR Hourly: \$18.03 % of Mid-Point 110%

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) has almost 20 years experience as a warehouse manager and supervisor. This experience will be invaluable to the Elections office as we set up the new warehouse facility and prepare to receive, inventory, and store the new HAVA mandated voting equipment. As someone who was raised in Boone County, his working knowledge of the local area is another asset that will enable him to move into the Operations Manager position without any need for lost time as he would otherwise need to learn the area geographically. He will be able to hit the ground running in many aspects critical to setting up and operating the Elections warehouse operation.

If proposed salary exceeds what other employees in this same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: _____

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? N/A

Additional comments: We offered this to several and it was too low for each - this was top candidate.

Administrative Authority's Signature: [Signature] Date: 6/17

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: [Signature] Date: 6/19/06

Human Resource Director's Recommendation: Recommend approval based on extensive experience in warehouse management & supervision (as mentioned above) and inability to recruit but a lower salary rate.
Human Resource Director's Signature: Betty Dickreite Date: 6-19-06

| | | |
|--|---------|----------------------|
| County Commission Comment(s): | Approve | Deny |
| Presiding Commissioner's Signature: <u>[Signature]</u> | | Date: _____ |
| District I Commissioner's Signature: <u>[Signature]</u> | | Date: <u>6/20/06</u> |
| District II Commissioner's Signature: <u>[Signature]</u> | | Date: <u>6/20/06</u> |

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STATE OF MISSOURI

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June Session of the April Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the 20th day of June 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the Lease agreement between the County of Boone and William C. Lucas Trust for the Warehouse Building located at 1711 Paris Road, Columbia, MO. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 20th day of June 2006.

Keith Schnarre
Presiding Commissioner

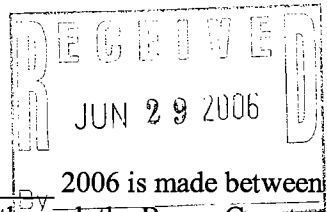
ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

**LEASE AGREEMENT FOR
WAREHOUSE BUILDING**



THIS AGREEMENT dated the 20 day of June 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" or "LESSEE" and the William C. Lucas Trust u/t/d 6-25-03 and Nancy Ginn Martin, herein "LESSOR."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. The LESSOR presently owns a commercial warehouse and appurtenant real estate located in Columbia, Boone County, Missouri, at 1711 Paris Road, Building One. Located on the Real Estate are four commercial buildings. Three buildings are leased to other tenants. Building One, approximately fifteen thousand six hundred (15,600) square feet is the subject of this Lease. The property is hereafter referred to as the "Real Estate."

2. The LESSOR desires to lease the Premises to the LESSEE, and the LESSEE desires to lease the Premises from the LESSOR pursuant to the terms and conditions of this Lease agreement.

NOW, THEREFORE, in view of the foregoing facts, which the parties believe are true and which are incorporated herein by reference, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LESSOR and the LESSEE agree as follows:

1. **Lease of Premises:** The LESSOR hereby agrees to lease and shall lease the Leased Premises unto the LESSEE and the LESSEE hereby agrees to rent the Leased Premises from the LESSOR pursuant to the terms of this Agreement commencing on June 20, 2006, the Effective Date. LESSEE agrees to use the Leased Premises for the following purposes:

- a. Storage and testing of Election Equipment and training in connection with the equipment for the Boone County Clerk's office.
- b. Other County Department storage as needed.

Notwithstanding the foregoing, the LESSEE shall not use the Leased Premises for any business which is prohibited by law or the ordinances of the City of Columbia.

2. **Term of Lease:** The term of this Lease shall be for three years with two, one-year optional renewal periods. The initial term will begin June 20, 2006 and extend through June 19, 2009. All rent shall remain firm for the initial three year term of the agreement. The agreement may be renewed for an additional two (2), one-year periods unless canceled by the County in writing prior to a renewal term; written notice of cancellation shall be given to LESSOR at least ninety (90) days prior to the commencement of a renewal term. After the second renewal term, this Agreement will continue on a month-to-month basis until either party terminates this Agreement by providing the other party with 90 days prior written notice. Prior to commencement of subsequent renewal terms, the annual rent payable by Lessee to Lessor on and after the twentieth day of June of each such year after the initial three year term shall be adjusted in accordance with the following formula: Total annual rent payable shall be increased, but not decreased, by a percentage equal to the average annual percentage increase in the Consumer Price Index for all Urban Wage Earners, all items, U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics, experienced during the preceding calendar year.

If the foregoing index is discontinued, then the annual percentage increase shall be based upon a comparable index determined by the Lessor.

3. Rental Payable: LESSEE'S obligation to pay rent shall be subject to annual appropriations being made by the LESSEE for that purpose; in the event Lessee fails to make annual appropriations available to pay rent or otherwise fails to pay rent as provided for in this lease, then the Lessor shall be entitled to exercise its remedies for Lessee's default in payment of rent. The rental payable by the LESSEE to the LESSOR will be paid monthly on the first day of the month.

a. For the period commencing June 20, 2006 through June 30, 2006, the LESSEE will pay to the LESSOR a rental payment of one thousand, four hundred, thirty dollars (\$1,430).

b. For each monthly period thereafter through May 31, 2009, the LESSEE will pay to the LESSOR a rental payment of three thousand, nine hundred dollars (\$3,900) per month.

c. For the period commencing on June 1, 2009 through June 19, 2009, the LESSEE will pay to the LESSOR a rental payment of two thousand, four hundred, seventy dollars (\$2,470).

4. Alternations and Improvements to Premises: LESSEE may at any time during the lease term and subject to the conditions hereinafter set forth, at Lessee's own expense, make any alternations, additions or improvements in and to the Leased Premises. Alternations and improvements shall be performed in a workmanlike manner and shall be consistent with the purpose for which the Leased Premises may be used. The conditions with respect to alternations, additions or improvements to the Premises by LESSEE shall be as follows:

a. All necessary building permits and licenses must be obtained from any governmental agency having jurisdiction or any public utility having an interest therein, and all work performed shall be done in accordance with the requirements of any authority having jurisdiction with respect thereto. Plans and specifications for the improvements contemplated by the LESSEE will be submitted to LESSOR and approved by LESSOR prior to construction.

b. All permanent additions and improvements to the Leased Premises which may be erected or installed during the term of this Lease shall at the LESSOR's option become a part of the Leased Premises and the sole property of the LESSOR at the expiration of the term hereof; provided, however, (1) LESSOR may require LESSEE to remove additions on or before vacation of the premises, and (2) all movable furnishings and equipment owned by the LESSEE shall be and remain the property of the LESSEE after the termination of this Lease and will be removed by the LESSEE prior to or upon the expiration of this Lease.

c. The LESSEE will make all such improvements at LESSEE'S cost and expense and without right to reimbursement therefore from LESSOR. All bills for materials, labor, and improvements made to the Premises by the LESSEE will be promptly paid by LESSEE, and the LESSEE will prevent any mechanic's lien or similar lien or encumbrance from being attached to or affixed in any manner to the Real Estate or to the Premises. The LESSEE will indemnify and hold the LESSOR harmless in this regard, and will use reasonable precautions to assure that any improvement made by the LESSEE to the Premises does not adversely affect or damage the structural integrity of the warehouse building.

5. Maintenance and Repairs of Premises: LESSEE will at all times during the term of this Lease, and at LESSEE's own cost and expense, repair, replace and maintain in good, safe and substantial

condition all improvements located in the Leased Premises, and will use all reasonable precautions to prevent waste, damage, or injury to any portion of the Leased Premises. The conditions and requirements with respect to repairs of the Leased Premises will be as follows:

a. The LESSEE will replace and will maintain in good and satisfactory condition the Leased Premises and related structures and equipment except for those portions of the leased Premises which shall be maintained by the LESSOR as specified in subparagraph e, below.

b. Janitorial: The LESSEE shall provide its own dumpster and pay all dumpster rental and trash and refuse removal costs. LESSEE will pay for own interior janitorial requirements (dusting, cleaning, bathroom supplies, etc).

c. The LESSEE will be responsible for all routine maintenance and repairs of building interior, all electrical, HVAC, plumbing, and sewer systems appurtenant to the Leased Premises and the LESSOR shall be responsible and pay for all major repair and replacement costs except that LESSEE and LESSOR each shall pay for 50% of the replacement cost for HVAC units. The LESSEE will pay for light bulb replacement. All existing lighting shall be delivered in good working order by LESSOR.

d. The LESSEE will pay for the repairs of any damages caused by the negligence or intentional acts of the LESSEE, the LESSEE'S agents and invitees.

e. The LESSOR, at LESSOR'S expense, shall pay for any major repairs to the building structure which are caused by or which become necessary as a result of deterioration with time or because of any structural failure of any portion of the premises not caused by the deliberate or negligent act of LESSEE or LESSEE'S agents or invitees. Accordingly, and for example, if the parking lot or sidewalks must be replaced, if the foundation of the building requires repair or replacement, if the roof requires replacement, ~~or if the HVAC requires replacement~~, then such major repairs shall be accomplished by LESSOR at LESSOR'S expense. *JWC NGM KS*

6. **Emergency Exit Lights:** Emergency Exit Lights shall be provided by LESSOR in working condition and in compliance with City of Columbia, Missouri codes.

7. **Snow Removal:** LESSOR shall provide and pay one hundred percent (100%) of snow removal costs with respect to the adjacent asphalt parking lot.

8. **Taxes:** The Lessee shall pay to Lessor, on or before the tax due date, based upon invoice by Lessor, nineteen per cent (19%) of all city, state and county real estate taxes assessed against the real estate comprising all four buildings, it being understood and agreed that the base floor square footage of the total four buildings located at 1711 Paris Road is 82,500 square feet, and Lessee's premises is 15,600 square feet, with the resulting rounded percentage of real property taxes payable by Lessee to Lessor consisting of 19% of the total real estate tax bill due of all four buildings. Lessee also agrees to pay, on or before the last day on which payment may be made without penalty or interest, any personal property taxes, or assessments assessed against LESSEE or LESSEE'S property which may be located in or be a part of the Leased Premises.

9. **Utilities:** LESSEE will arrange for the connection of all utilities required by LESSEE to serve the Leased Premises. Any costs associated with the consumption of any such utilities will be the LESSEE'S sole and separate expense.

10. **Signs:** The LESSEE shall have the right to erect, at LESSEE'S expense, a sign or signs on the Leased premises. Any signs erected by the LESSEE must comply with the sign ordinances of the City of Columbia, Missouri.

11. **Parking:** LESSOR shall designate fifteen (15) parking spaces within complex for LESSEE. Semi delivery trucks shall have access to delivery docks and LESSOR shall re-stripe lot if necessary to provide this access.

12. **Hours of Accessibility:** LESSEE shall have own access key and access to building 24 hours per day, 7 days per week, 365 days per year.

13. **Handicap Accessible Restroom:** LESSOR shall supply a fully handicap accessible restroom at 1711 Paris Road, Building One, that meets City of Columbia, Missouri codes.

14. **Zoning:** Property is currently zoned M1 and will permit LESSEE'S intended end use.

15. **Insurance:** The Lessee shall pay to Lessor on or before the due date, based upon invoice by Lessor, nineteen per cent (19%) of all fire and casualty insurance payable for the real estate comprising all four buildings located at 1711 Paris Road, it being understood and agreed that the base floor square footage of the total four buildings is 82,500 square feet, and Lessee's premises is 15,600 square feet, with the resulting rounded percentage of such insurance payable by Lessee to Lessor consisting of 19% of total insurance bill due of all four buildings. Lessee shall be named as insured on such insurance. During the term of this Lease, LESSEE will obtain at LESSEE'S expense fire and extended coverage insurance adequate to insure the contents and the improvements constructed on the Leased Premises by LESSEE, in an amount equal to the replacement cost thereof. LESSEE will also obtain and pay for at LESSEE'S expense insurance against liability for bodily injury and property damage occurring on the Leased Premises

16. **Prohibited Uses:** LESSEE shall neither use nor occupy the Leased Premises or any part thereof for any unlawful, disreputable, or ultra hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Furthermore, the LESSEE shall not diminish any existing parking spaces or any existing ingress or egress to or from the Leased Premises or any adjoining portion of the Real Estate which now exists.

17. **Indemnification of LESSOR by LESSEE and of LESSEE by LESSOR:** LESSEE shall indemnify LESSOR against, and shall pay or reimburse LESSOR for all expenses, liabilities, and claims of every kind, including attorneys' fees and Court costs, made by or on behalf of any person and or entity arising out of: (1) a failure by LESSEE to perform any of the terms and conditions of this Lease; (2) any injury or damage happening on or about the Leased Premises; (3) failure by LESSEE to comply with any law or any governmental authority; or (4) any mechanic's lien or security interest filed against the Leased Premises or equipment, materials, or alterations of buildings or improvements thereon, as a result of a purchase, improvements, or repair obtained by LESSEE. Similarly, LESSOR shall indemnify LESSEE against, and shall pay to or reimburse LESSEE for all expenses, liabilities, and claims of every kind, including attorney's fees and court costs, made by or on behalf of any person or entity and arising out of: (a) a failure by LESSOR to perform any of the terms and conditions of this Lease; (b) any injury or damage happening on or about the Leased Premises as a result of the LESSOR'S requirement that LESSOR or LESSOR'S agents or invitees be present on the Leased Premises for some purpose of the LESSOR; (c) a failure by LESSOR to comply with any law or any governmental authority; or (d) any mechanic's lien or security interest filed against the Leased Premises or equipment, materials, or alterations of building improvements thereon as a result of a purchase, improvements, or repair obtained by LESSOR.

18. **Events of Default by LESSEE:** Each of the following events shall constitute a default or breach of this Lease by LESSEE:

a. If LESSEE or any successor or assignee of LESSEE while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors;

b. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against LESSEE, or if a receiver or trustee shall be appointed of all or substantially all of the property of LESSEE, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment;

c. If LESSEE shall fail to pay LESSOR any rent or additional rent when the rent shall become due and shall not make the payment within thirty (30) days after written notice thereof by LESSOR to LESSEE;

d. If LESSEE shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of thirty (30) days after written notice thereof by LESSOR, or, if the performance cannot be reasonably had within the thirty (30) day period, if LESSEE shall not diligently proceed to completion of performance;

e. If LESSEE shall vacate or abandon the Leased Premises;

f. If this Lease or the estate of LESSEE hereunder shall be transferred to, assigned to, or shall pass or devolve on any other person, entity, or party, except in the manner herein permitted;

19. **LESSOR's Rights in the Event of Default by LESSEE:** In the event of any default hereunder, and after giving the written notice to LESSEE required in order to permit LESSEE to cure any event of default as set forth above in paragraph 18, the rights of LESSOR shall be as follows:

a. LESSOR shall have right to cancel and terminate this Lease, as well as all of the right, title, and interest of LESSEE, upon not less than thirty (30) days' written notice to LESSEE as to LESSEE'S default, the actions which LESSEE must take in order to remedy such default, and the fact that the failure of LESSEE to remedy such default will result in the cancellation and termination of this Lease. Upon expiration of the time fixed in the notice, the Lease and the right, title and interest of LESSEE hereunder shall terminate in the same manner and with the same force and effect, except as to LESSEE'S liability, as if the date fixed in the notice of cancellation and termination were the end of the lease term herein originally set forth above.

b. LESSOR may elect, but shall not be obligated to make any payments required of LESSEE herein or comply with any agreement, term, or condition required hereby to be performed by LESSEE, and LESSOR shall have the right to enter the Leased Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by LESSOR shall not be deemed to waive or release the default of LESSEE or the right of LESSOR to take any action as may be otherwise permissible hereunder in the case of any default.

c. LESSOR may reenter the premises and remove the property of LESSEE, and store the property in public warehouse or at a place selected by LESSOR, at the expense of LESSEE. After reentry, LESSOR may terminate the lease on giving thirty (30) days' written notice of termination to LESSEE. On termination, LESSOR may recover from LESSEE all damages proximately resulting from the breach, including the cost of recovering premises.

d. After reentry, LESSOR may relet the premises or any part thereof for any term without terminating the Lease, at the rent and on the terms as LESSOR may choose. LESSOR may make alterations and repairs to the premises and take such other steps as the LESSOR, in LESSOR'S discretion, believes may be necessary in order to obtain a substitute tenant for the Leased Premises. However, the LESSOR shall not be obligated to mitigate LESSOR'S damages, and the LESSOR shall not have any affirmative obligation to obtain a substitute tenant or to relet the Leased Premises to an alternative or substitute tenant.

e. Notwithstanding the LESSOR'S re-entry of the Leased Premises and termination of this Lease at any time following the default by the LESSEE, the LESSOR may recover from the LESSEE, the amount of the LESSOR'S damages as a result of the LESSEE'S termination of this Lease. The amount of the LESSOR'S damages (in addition to the amounts recoverable by the LESSOR pursuant to subparagraph f, below) shall be considered as an amount equal to seventy-five percent (75%) of the remaining rental due pursuant to this Lease agreement during the unexpired term of this Lease which remains until the expiration hereof, plus any expenses incurred by the LESSOR in reletting the Leased Premises to a substitute tenant, plus any sums due the LESSOR pursuant to subparagraph f, below, plus any other sums which are payable to the LESSOR pursuant to other provisions of this agreement and which are delinquent or which have not been paid by the LESSEE, plus any other sums which may be payable to the LESSOR as a matter of law.

f. The LESSOR shall be entitled to recover from the LESSEE, in addition to the LESSOR's actual damages as a result of any default by LESSEE, such additional expenses as are incurred by the LESSOR in enforcing the terms of this Lease against the LESSEE. Such additional expenses shall include all attorney's fees incurred by the LESSOR, all Court costs, and other reasonably related expenses incurred in enforcing this Lease and the provisions hereof. The sums due pursuant to this subparagraph shall be paid by the LESSEE to the LESSOR as additional rental. Any sums not paid to the LESSOR when properly due pursuant to the terms of this agreement shall accrue interest at the rate of Ten Percent (10%) per annum until paid.

20. Damage or Destruction of Premises: In the event of a partial destruction of the improvements constructed on the Leased Premises by LESSEE during the lease term, from any cause, LESSEE shall forthwith repair the same, provided the repairs can be made within the period required under the laws and regulations of applicable government authorities. Any partial destruction shall neither annul nor void this Lease, and LESSEE shall not be entitled to a proportionate reduction of rent while the repairs are being made. In the event the improvements are damaged by a casualty which renders ingress and egress to the Leased Premises impossible, or destroys the ability of LESSOR to repair the improvements on the Leased Premises (e.g., because of earthquake or the like), then, at the LESSEE'S option, this Lease shall terminate. Any insurance proceeds paid to LESSOR on account of such casualty shall be used to repair and restore the Leased Premises to their pre-casualty condition as soon as possible thereafter if the LESSEE does not elect to terminate this Lease on account of said casualty. If the LESSEE elects to terminate this Lease because of any such casualty, then any insurance

proceeds received by LESSOR as a result of such casualty shall be retained by the LESSOR free from any claim thereon by the LESSEE.

21. **Condemnation of Premises:** The parties' rights and duties in the event of condemnation shall be as follows:

a. If the whole of the Leased Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Lease shall cease and terminate as of the date on which title shall vest thereby in the authority, and the rent reserved hereunder shall be apportioned and paid up to that date.

b. If only a portion of the Leased Premises shall be taken or condemned, this Lease and the term hereof shall not cease or terminate, but the rent payable after the date on which LESSEE shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by LESSEE as the parties may agree or as shall be determined by a court of competent jurisdiction.

c. In the event of any taking or condemnation of the whole of the Leased Premises, the entire resulting award of consequential damages shall be apportioned between LESSOR and LESSEE by taking into account the value of the unexpired term of this Lease and LESSEE'S option to renew its lease of the Leased Premises.

d. In case of governmental action not resulting in the taking or condemnation of any portion of the Leased Premises but creating a right to compensation therefor, or if less than a fee title to all or any portion of the Leased Premises shall be taken or condemned by any governmental authority for temporary use or occupancy, this Lease shall continue in full force and effect without reduction or abatement of rent, and the rights of the parties shall be unaffected by the other provisions of this section, but shall be governed by applicable law.

22. **Permits, Licenses, and Occupation Fees:** LESSEE shall be responsible for obtaining and shall pay all costs necessary to obtain any permits, licenses, and similar fees necessary for the operation of LESSEE'S business. Such permits and licenses shall be obtained from all governmental authorities having jurisdiction over the Leased Premises. Any renewals thereof shall be paid by LESSEE as well.

23. **Inspection of Premises by LESSOR:** LESSEE shall permit LESSOR or its agents to enter the Leased Premises at all reasonable hours to inspect the Leased Premises or make repairs that LESSEE may neglect or refuse to make in accordance with the provisions of this Lease, and also to show the Leased Premises to prospective tenants.

24. **LESSEE Bound by Easements and Restrictions of Record:** The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the Leased Premises and LESSOR shall not be liable to LESSEE for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

25. **Quiet Enjoyment by LESSEE:** LESSOR warrants that LESSEE shall be granted peaceable and quiet enjoyment of the Leased Premises free from any eviction or interference by LESSOR if LESSEE pays the rent and other charges provided herein. LESSOR shall reimburse and hold LESSEE

harmless and shall indemnify LESSEE against damage and expense suffered or caused by reason of any restrictions, encumbrances, or defects in LESSOR'S title to the Real Estate and if such encumbrance, restriction, or defect causes damages to LESSEE. LESSOR warrants to LESSEE that there are no existing contractual relationships or agreements which will interfere with LESSEE'S intended use of the Leased Premises.

26. Control of Leased Premises by LESSEE: LESSEE shall be in exclusive control and possession of the Leased Premises, and LESSOR shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises nor for any injury or damage to any property of LESSEE. The provisions herein permitting LESSOR to enter and inspect the Leased Premises are made to insure that LESSEE is in compliance with the terms and conditions hereof and to make repairs LESSEE has failed to make. LESSOR shall not be liable to LESSEE for any entry on the premises for inspection purposes.

27. No Assignment, Subletting, or Pledge of Lease by LESSEE: Neither LESSEE nor LESSEE's successors, or agents shall assign, pledge, or encumber this Lease or sublet the Leased Premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior consent, in writing, of LESSOR in each instance. If an attempt is made by LESSEE to assign, sell, transfer, or pledge this Lease, or if all or any part of the Leased Premises is sublet or occupied by any person or entity other than LESSEE, this Lease will be considered as breached by the LESSEE, but LESSOR may, after such default by LESSEE, collect rent from the assignee, transferee, subtenant or occupant, and apply the net amount collected to the rent reserved herein, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any agreement or condition hereof, or the acceptance of the assignee, transferee, subtenant or occupant as LESSEE. LESSEE shall continue to be liable hereunder in accordance with the terms and conditions of this Lease and shall not be released from the performance of the terms and conditions hereof. The consent by LESSOR to an assignment, mortgage, pledge or transfer shall not be construed to relieve LESSEE from obtaining the express written consent of LESSOR to any future transfer of the leasehold interest. Notwithstanding the foregoing, the LESSOR shall not unreasonably withhold the LESSOR's consent to the subletting or assignment of this Lease to another assignee, transferee, sub-tenant or occupant so long as (a) the proposed assignee, transferee, sub-tenant or occupant is responsible, solvent, and a reasonably acceptable tenant; (b) the terms and conditions of said proposed sublease or assignment are fully disclosed to the LESSOR; and (c) the LESSEE remains liable to the LESSOR with respect to the terms and conditions of this Lease agreement in the event of the breach of said sublease by said sublessee, sub-tenant, or occupant. Notwithstanding the foregoing, the LESSOR may assign this Lease or may convey the Real Estate to any person or entity without the consent of the LESSEE.

28. Peaceable Surrender of Possession at Expiration of Term; LESSOR to Receive Improvements: LESSEE shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Leased Premises to LESSOR free of subtenancies, including all permanent improvements constructed or placed thereon by LESSEE, except LESSEE'S property as set forth above in paragraph 6, b, of this Lease. Any trade fixtures or personal property not used in connection with the operation of the Leased Premises and belonging to LESSEE, if not removed at the time of termination, and if LESSOR shall so elect, shall be deemed abandoned and become the property of LESSOR without any payment or offset therefor. LESSOR may remove such fixtures or property from the Leased Premises and store them at the risk and expense of LESSEE if LESSOR shall

not so elect. LESSEE shall repair and restore all damage to the Leased Premises caused by the removal of equipment, trade fixtures, and personal property.

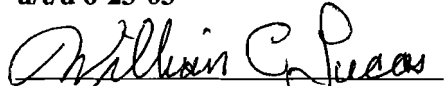
29. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other prior contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

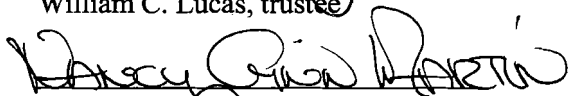
30. **Binding Effect on Successors:** This Lease and the terms and conditions hereof shall apply to and are binding on the heirs, executors, personal representatives, successors and assigns of the parties hereto.

31. **Representation of Signatories:** The signatory of this lease for the Lessor represents and warrants the the LESSEE that the LESSOR is the owner of the leased premises and that he is duly authorized to enter this lease on behalf of the LESSOR and bind the LESSOR to the terms and conditions herein contained. The signatory to this Lease for the LESSEE hereby represents and warrant to the LESSOR that he is duly authorized to enter this lease on behalf of the LESSEE and bind the LESSEE to the terms and conditions herein contained.

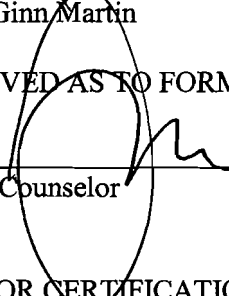
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

WILLIAM C. LUCAS TRUST
u/t/d 6-23-03


William C. Lucas, trustee

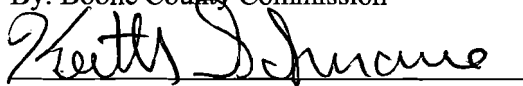

Nancy Ginn Martin

APPROVED AS TO FORM:

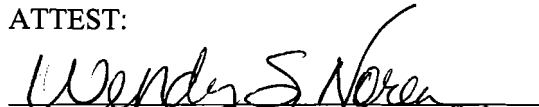


County Counselor

BOONE COUNTY, MISSOURI
By: Boone County Commission

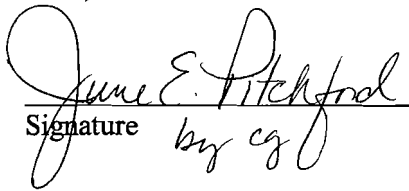

Keith Schnarre, Presiding Commissioner

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


Signature by *eg*

6/20/06
Date

1132-71505
Appropriation Account

245-2006

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

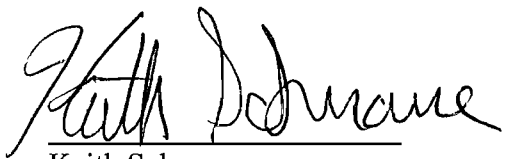
Term. 20 06

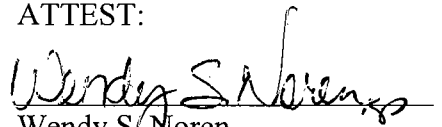
In the County Commission of said county, on the 20th day of June 20 06

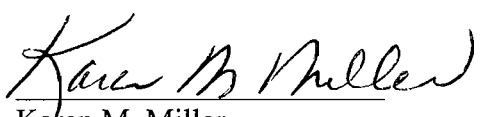
the following, among other proceedings, were had, viz:

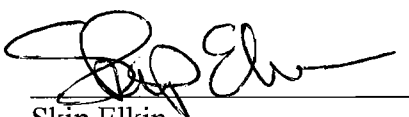
Now on this day the County Commission of the County of Boone does hereby authorize the Boone County Sheriff's Department to fill the position of Deputy Sheriff at 104% above midpoint.

Done this 20th day of June 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary) BOONE COUNTY Commission Order 146-2006

RECEIVED
JUN 15 2006

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedures:

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, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Joseph E. Lahman Department Boone County Sheriff's Dept.

Position Title Deputy Sheriff Position No. _____

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
OR Hourly: \$18.46 % of Mid-Point 104

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

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Employee has B.S. in Criminal Justice; 12 years of experience at the department; worked in Corrections and Transport Unit. Many hours of training in various areas of defensive tactics, Tasers. He is post certified.

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: In Dept. 1251 Sheriff-Operations, there are 7 employees who are paid above proposed salary. One deputy, hired in 1993 makes \$18.58/hr. Officer Lahman was hired in 1994. The average hourly salary for the 30 deputies in 1251 is \$18.34 per hour. All were hired after Officer Lahman.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This should not affect any other deputy we have on staff. The salary proposed is the difference in the base of Corr. Officer salary and the Deputy salary.

Additional comments: See attached excel sheet with funding explanation.

Administrative Authority's Signature: Dwayne Casey Date: 6-13-06

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: Karen Frederick Date: 6/14/2006

Human Resource Director's Recommendations: Recommend approval based on 12 years experience at the dept approximately 3 yrs at Sergeant level plus Bachelor's Degree in Criminal Justice.

Human Resource Director's Signature: Betty Dickmeite Date: 6-19-06

County Commission Approve Deny
Comment(s): _____

Residing Commissioner's Signature: Heath Johnson Date: _____

District I Commissioner's Signature: Ken Miller Date: 6/20/06

District II Commissioner's Signature: [Signature] Date: 6/20/06

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

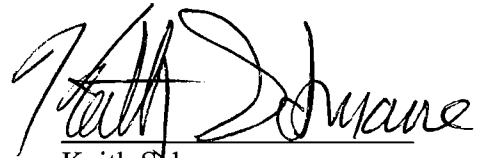
Term. 20 06

In the County Commission of said county, on the 20th day of June 20 06

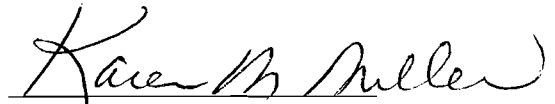
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Mail Processing Service Agreement with Midwest Mailing Service. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 20th day of June 2006.

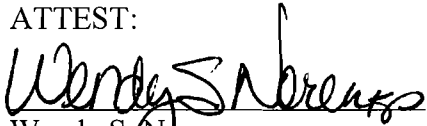


Keith Schnarre
Presiding Commissioner

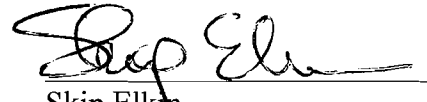


Karen M. Miller
District I Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Skip Elkin
District II Commissioner

MAIL PROCESSING SERVICE AGREEMENT

This agreement, dated 20 day of June, 2006, is made by and between Boone County, Missouri, through its County Commission, (**COUNTY**) and, Fredrick Enterprises, Incorporated d.b.a. Midwest Mailing Service (**CONTRACTOR**).

In consideration of the performance by each party of their respective obligations described in this agreement, the parties agree as follows:

- 1 **Services** – Contractor shall provide County with the following mail processing services:
 - Contractor shall pick up all County outgoing mail daily on all business days between the hours of 4:45 p.m. and 5:00 p.m. Pick up shall occur at the County Mail Room, 3rd floor, Roger B. Wilson Government Center, 801 E. Walnut, Columbia, Mo 65201, unless another local pick up location is specified in writing by County to Contractor.
 - Contractor shall meter all mail during the same business day as picked up by Contractor and shall seal all unsealed envelopes at no additional charge. All letters and flats shall be metered for first class mail unless otherwise specified by County IT Department personnel responsible for internal mail handling. Metering and sealing shall occur at Contractor's regular place of business.
 - Contractor shall deliver all metered mail to a Columbia USPS facility on the same business day as picked up in sufficient time for the USPS facility to process all such mail on the same business day as received by Contractor.
 - Contractor shall provide County with clearly marked bags for all registered and certified mail. Contractor shall have the USPS stamp all "return signature" slips daily, and return these slips the next business day using the same bags in which the County sent the original mail. Contractor shall bill all USPS fees for registered and certified mail to County at cost.

2. **Compensation** – Contractor shall be entitled to compensation as follows:
- Contractor shall charge County for postage at USPS automated 5-digit discount rates for letters and cards, and nonautomation discount rates for flats. Current published rates per piece for 1st class letters and cards is: 1-ounce \$.293; 2-ounce \$.530; 3-ounce \$.724. Current nonautomated discount rates per piece for flats is: 1-ounce \$.371; 2-ounce \$.608; 3-ounce \$.802.
 - Registered and certified mail at direct cost as charged by USPS.
 - Contractor’s Processing fee of \$.062 per piece for letters (including registered and certified), and \$.050 per piece for flats.

All USPS postage rate increases shall be chargeable to County at direct cost. Contractor shall provide County with 30 days advance written notice of rate increases. Contractor shall not charge sales or use taxes as County is tax-exempt. Contractor shall be responsible for and shall not charge County for USPS charges in excess of discounted rates for automated 5-digit rates when and if Contractor has failed to meet USPS requirements for automated 5-digit rates. Likewise, Contractor shall not charge County for additional cost incurred in postage as a result of Contractor equipment malfunction, disruption in employee operations or other causes not within control of County.

3. **Invoices and Billing** – Contractor shall invoice County for charges specified above on a weekly basis beginning at the beginning of the work week but no later than the end of business (5 p.m.) on Tuesdays. Invoices shall accurately state all charges for each day of the previous week with charges broken down by county department for the following:
- First class letters by weight category processed by count, postage charges and fees,
 - First class flats by weight category processed by count, postage charges and processing fees,

- Registered and certified mail processed by count, postage charges and processing fees,
- Postmark date for all mailings on each invoice. Contractor shall e-mail copy of itemized invoices in portable document format, along with an Excel spreadsheet itemized by account codes by day, directly to the County Information Technology Department Administrative Assistant, currently TFisher@boonecountymo.org with copies of e-mail to Director, Information Technology Department, currently MMallicoat@boonecountymo.org and Boone County Mail Clerk currently, JGaines@boonecountymo.org. County agrees to notify Contractor immediately of changes in personnel and e-mail addresses. All invoices submitted by Contractor shall be paid within 30 calendar days of receipt; provided, however, Contractor delay in sending invoices or sending incomplete or inaccurate invoices may extend the 30 days payment as necessary in County's sole judgment to accommodate late payment requests or to correct billing errors.

4. **Contract Term and Termination** – The terms of this agreement shall be for a period of 5 years following the date of this agreement. Contractor agrees to current processing fees for the first two years of this agreement. Thereafter contractor may request a change in processing fees on an annual basis with 30 days written notice to County prior to the expiration of the current contracting year; if County declines the change in processing fee, County may cancel this agreement with 30 days written notice to Contractor. Processing Fees may not increase more than 3 percent each year after the second year of this agreement. All payments under this agreement for charges imposed by USPS shall be a direct cost charged by USPS for automated 5-digit rates. All compensation payable under this agreement is subject to annual appropriations being made available by County to fund its obligations under this agreement. County may cancel this contract immediately at any time due to nonappropriation,


or County may cancel this contract for cause due to material or chronic breach of any of the terms and conditions of this agreement upon written notice to Contractor, or County may cancel this contract for convenience provided County gives Contractor 30 days written notice of cancellation.

5. **Confidentiality and Security** – Contractor shall at all times provide secure, protected and confidential modes of transporting mail received from County to Contractor’s place of business and from Contractor’s place of business to a USPS facility, including but not limited to adequate protection from weather, outside intruders, or other breach of confidentiality. All mail received and handled by Contractor shall be treated as confidential as between the written or designated sender and the designated recipient on each item of mail handled by Contractor. All Contractor employees shall be prohibited from reading, distributing, or otherwise allowing a breach of confidentiality in mail processing and shall be prohibited from disclosing the content of information contained within a mail envelope or the addressor or addressee on any envelope except as required by law, postal regulation or court order. A breach or threatened breach of confidentiality resulting from law enforcement inquiry, subpoena, summons or other breach or threatened breach of confidentiality shall be immediately communicated to County. Contractor shall not be responsible or liable for confidentiality or security of mail once deposited with the USPS facility.
6. **Notices** – Any notice or communication to County as required under this agreement shall be in writing and transmitted to Director, Information Technology Department, Boone County, Missouri as specified above.
7. **Entire Agreement and Amendment** – This written agreement constitutes the entire agreement between the parties that supersedes any prior

agreement, oral or written, and shall only be amended by the parties in writing executed with the same formality as this agreement

In Witness Whereof the parties have executed this agreement rather duly authorized signatories effective on the day and year first above written.

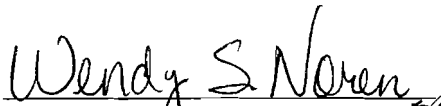
Fredrick Enterprises, Incorporated
d.b.a. Midwest Mailing Service


By: Stan Fredrick, President

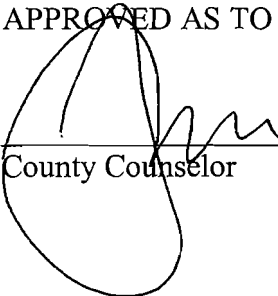
Boone County, Missouri


By: Presiding Commissioner

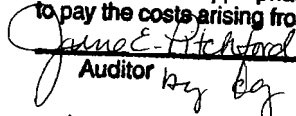
ATTEST:


County Clerk ^{TS}

APPROVED AS TO FORM:


County Counselor

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

 6/19/06
Auditor by Date

no encumbrance required

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 20th day of June 20 06

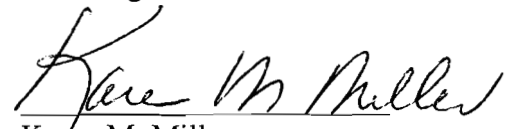
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request to name an unnamed road which is currently privately owned and maintained, to Pintail Lane as described in the attached documentation from the Planning and Building Inspection Department.

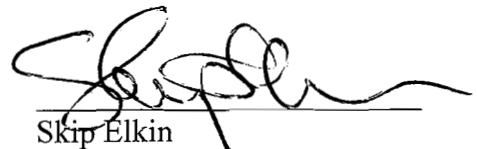
Done this 20th day of June 2006.



Keith Schnarre
Presiding Commissioner

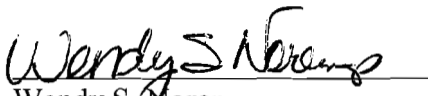


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

247.2006

PINTAIL LANE

Request to name an unnamed roadway, which is currently privately owned and maintained, to PINTAIL LANE. Said road being in Section 19, Township 49 North, Range 13 West; beginning on the south side of Hatton Chapel Road approximately 2900 feet east of the intersection of Locust Grove Church Road and Hatton Chapel Road and running in a southerly direction for approximately 2000 feet; further shown on survey recorded in Book 2824, Page 127 of the Boone County Records.

PETITION TO NAME A ROAD IN BOONE COUNTY

We the undersigned property owners who front on a private unnamed road request that the Boone County Commission name this road to

PINTAIL LANE

Said road is located in Section 19 Township 49 North, Range 13 West

Print Name Signature Address & Date
Property owner(s) Telephone

| | | | |
|--------------------------------|----------------------|-------------------------------------|---------|
| Mike Tompkins Construction LLC | <i>Mike Tompkins</i> | 573-881-2433 6009 B. Pintail Dr. | 1-10-06 |
| Matt Young | <i>Matt Young</i> | 8310 TRAIL WEST (573) 268-9006 | 1-14-06 |
| Gary Young | <i>Gary Young</i> | 809 W. Broadway 660-826-0860 | 1-14-06 |
| Carla Young | <i>Carla Young</i> | 809 W. Broadway 660-826-0860 | 1-14-06 |

Please return to:

Boone County Planning & Building Inspections
Boone County Government Center
801 E. Walnut Rm 210
Columbia, MO 65201

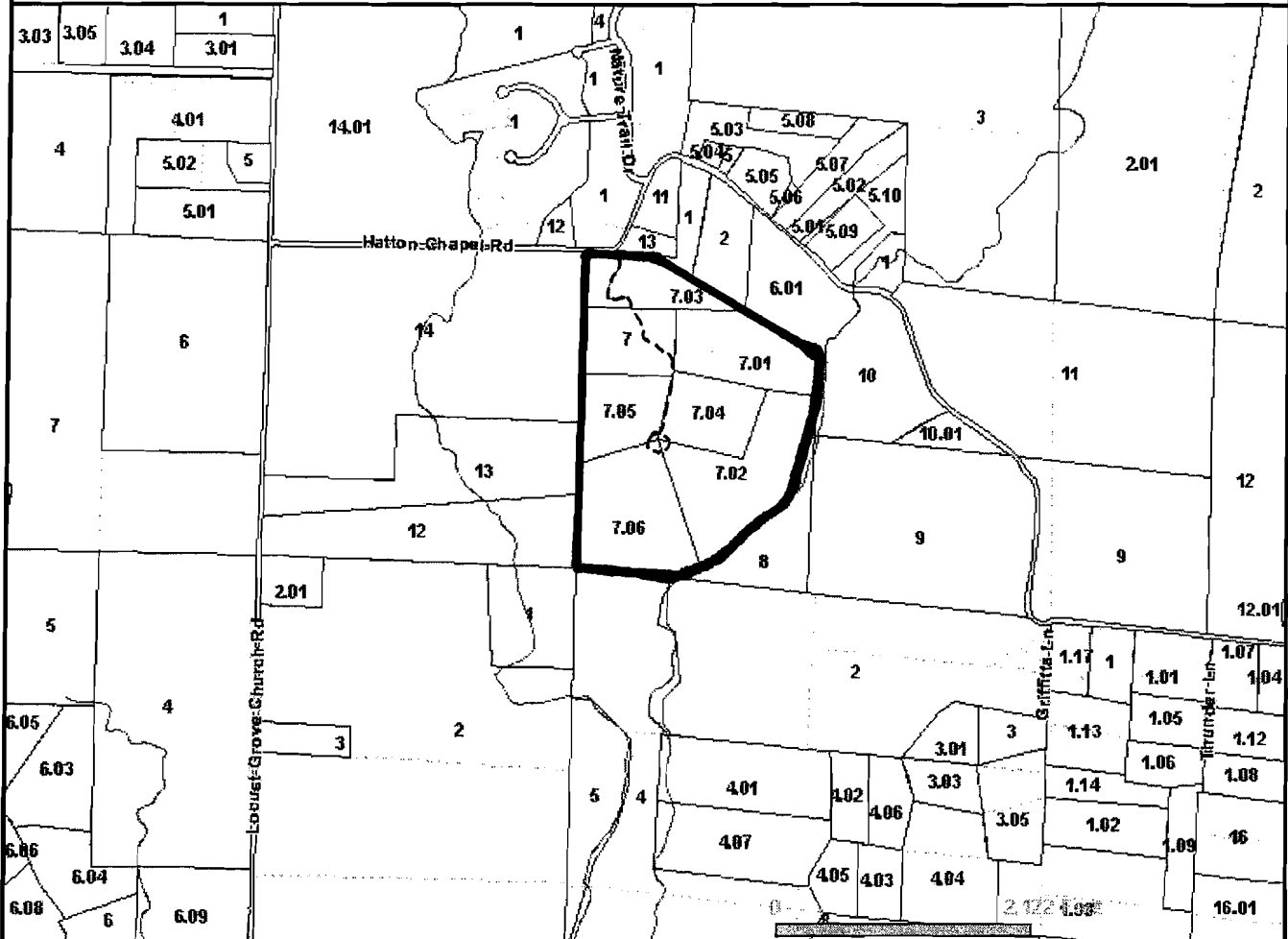
886-4330



Mike Tompkin's Road Naming Location Map

Prepared by the Boone County Planning and Building Department

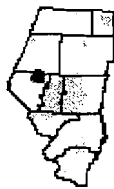
573-886-4330



Aerial Photo Source:
Boone County, Ortho-rectified
Digital Imagery, March 2002.

Map generated:
6/19/2006 11:10:33 AM

Overview Map



Legend

- Roads
- Streams
- Political Townships
- Parcel Boundaries
- City Limits

ATTENTION!!

DISCLAIMER; READ CAREFULLY: These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 20th day of June 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the General Consultant Services Agreement with Terra Technologies. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 20th day of June 2006.

ATTEST:

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

Keith Schmarre
Keith Schmarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 5th day of June, 2006, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Terra Technologies (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement.

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

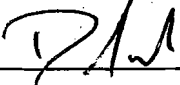
11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.


TERRA TECHNOLOGIES

By 
DAVID J HEINZE

Title Principal

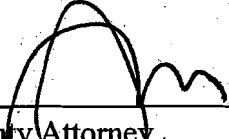
Dated: 6/5/06

BOONE COUNTY, MISSOURI

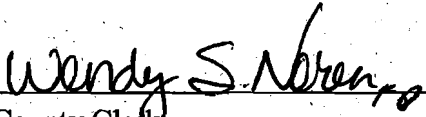
By 
Keith Schnarre, Presiding Commissioner

Dated: June 20, 2006

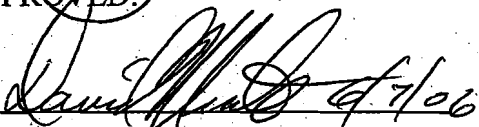
APPROVED AS TO FORM:


County Attorney

ATTEST:

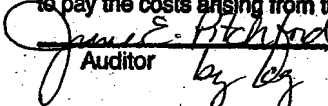

County Clerk

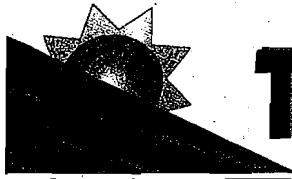
APPROVED:


Director, Boone County Public Works

CERTIFICATION:

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

 6/13/06
Auditor by leg Date



TERRA TECHNOLOGIES

St. Louis, Missouri • Columbia, Missouri • Overland Park, Kansas

TERRA TECHNOLOGIES, INC. ENGINEERS / SCIENTISTS

BOONE COUNTY MISSOURI PROFESSIONAL ENGINEERING SERVICES

STANDARD HOURLY RATES

| EMPLOYMENT CLASSIFICATION | HOURLY RATE |
|---------------------------|-------------|
| Principal | \$105.00 |
| Senior Engineer | \$ 95.00 |
| Biological Engineer | \$ 95.00 |
| Assistant Engineer | \$ 65.00 |
| Horticulturist | \$ 85.00 |
| Wetland Scientist | \$ 85.00 |
| Agrohistologist | \$125.00 |
| Construction Manager | \$ 65.00 |
| Design Technician | \$ 60.00 |
| Secretary | \$ 35.00 |

EXPENSES

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, subsistence, long distance telephone, etc) incurred will be charged at cost plus 10% to cover administrative overhead. The following items will be charged as shown:

Personal and Company Vehicle: \$ 0.45/mile
 Lodging/Per diem:\$115.00/day

Effective Date: May 16, 2006.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

20th

day of June

20 06

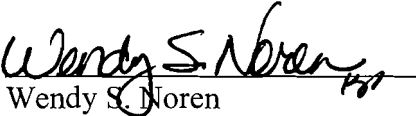
the following, among other proceedings, were had, viz:

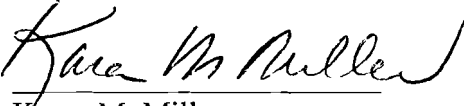
Now on this day the County Commission of the County of Boone does hereby accept the Road and Bridge Advisory Committee Recommendation of Variance for IDA Warehouse on Trade Center Drive - to deviate from the standard commercial driveway taper of Chapter II of the Boone County Roadway regulations - to permit a reduction of the west side of the driveway flair on Trade Winds Drive.

Done this 20th day of June 2006.


Keith Schmarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06


In the County Commission of said county, on the 20th day of June 20 06

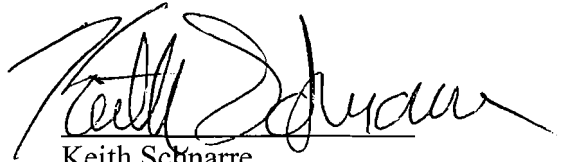
the following, among other proceedings, were had, viz:

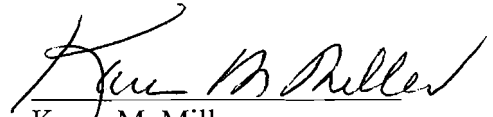
Now on this day the County Commission of the County of Boone does hereby approve the proposal for Consultant Services Agreement with Trabue, Hansen Hinshaw, Inc for the Jemerson Creek and Bonne Femme Creek Bank Stabilization. Fee's and expenses shall not exceed \$11,250.00. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 20th day of June 2006.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 20 day of June, 2006, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: Trabue, Hansen & Hinshaw, Inc.

Project/Work Description: Jemerson Creek and Bonne Femme Creek Bank Stabilization

Proposal Description: See attached Proposal dated June 11, 2006 from John V. Huss to David Mink.

Modifications to Proposal: Fees and expenses shall not exceed \$11,250.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

CONSULTANT

By _____
Title _____

Dated: _____

APPROVED AS TO FORM:

County Attorney

APPROVED:

Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: June 20, 2006

ATTEST:

Wendy S. Noren
County Clerk

CERTIFICATION:

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

June E. Fitch 6/12/06
Auditor by cdf Date 2045-71102

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

20th

day of

June

20 06

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

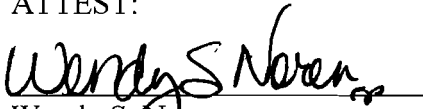
Now on this day the County Commission of the County of Boone does hereby approve the attached Change Order #1 to Boone County Sanitary Sewer Connection and Lagoon Closure with Capital Railroad Contracting Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 20th day of June 2006.

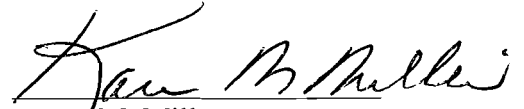


Keith Schnarre
Presiding Commissioner

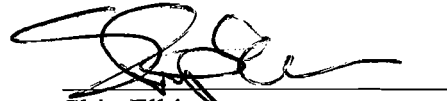
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**BOONE COUNTY DEPARTMENT OF PUBLIC WORKS
DESIGN AND CONSTRUCTION DIVISION**

Change Order No.: One (1) Purchase Order No: 06-119 Job No.: 98346 Date: 10-20-03

Project Location: Boone County Sanitary Sewer Connection and Lagoon Closure

Contractor: Capital Railroad Contracting Inc.

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: Tie to existing Manhole, Plug existing lateral line, Repair Force Main, Saw cut concrete @ building and add clean outs.

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

Two Thousand Two Hundred & Dollars and 00/100 (\$ 2,200.00)

CONTRACTOR - Capital Railroad Contracting Inc.

SIGNATURE [Signature]

DATE 6-27-06

Recommended by: Project Manager

Approved by Director DWM

SIGNATURE [Signature]

DATE 6/13/06

Accepted by: Boone County

SIGNATURE [Signature]

DATE 6/20/06

STATEMENT OF CONTRACT AMOUNT:

| | | |
|--------------------------------|--------------|------------------|
| ORIGINAL CONTRACT AMOUNT | \$ | 23,250.00 |
| PREVIOUS ADDITIONS | \$ | 0.00 |
| TOTAL | \$ | 23,250.00 |
| PREVIOUS DEDUCTIONS | \$ | 0.00 |
| NET PRIOR TO THIS CHANGE | \$ | 23,250.00 |
| AMOUNT OF THIS CHANGE | <u>X</u> ADD | \$ 2,200.00 |
| DEDUCT | | |
| CONTRACT AMOUNT TO DATE | \$ | 25,450.00 |

CERTIFICATION:
 I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
 Auditor [Signature]
 Date 6/16/06

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

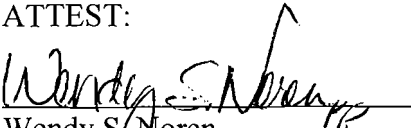
In the County Commission of said county, on the 20th day of June 20 06

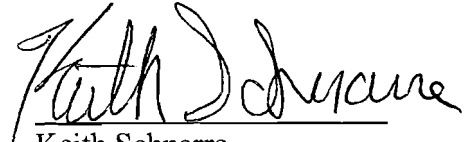
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Director of Public Works to fill the position of Manager Design & Construction at 106% above midpoint.

Done this 20th day of June 2006.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**REQUEST TO HIRE ABOVE SALARY RANGE MID-POINT
BOONE COUNTY**

252-2006

Description of form: To request approval to hire between 101% - 120% of the salary range mid-point

Procedure:

- 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.
- The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
- The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
- 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.
- The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Shane Creech, P.E Department Design + Construction 2045

Position Title Manager Design + Construction Position No. 498

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: 32.46 % of Mid-Point 106

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) BS - Civil and Environmental Engineering, 3 yrs. experience as Sr. Civil Engineer with City of Overland Park, KS. 2 1/2 yrs. experience as Design Engineer with Larkin Group Consulting Eng., Inc., Professional Engineer License.

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: NA

what effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? None anticipated

Additional comments: _____

Administrative Authority's Signature: David Shank /gt Date: 6/20/06

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: Caryn A. Lanki Date: 6/20/06

Human Resource Director's Recommendations: Recommend approval based on 6 yrs experience and a B.S in Civil Engineering. Very limited applicant pool. Salary requested was needed to attract this individual.

Human Resource Director's Signature: Betty Dickreite Date: 6-20-06

County Commission Approve Deny
 Comment(s): _____

Presiding Commissioner's Signature: Keith Sedman Date: _____
 District I Commissioner's Signature: Ken M. Miller Date: 6/20/06
 District II Commissioner's Signature: [Signature] Date: 6/20/06

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 20th day of June 20 06

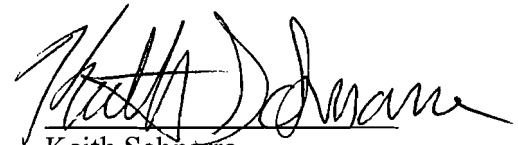
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision.

| Department Account/Title | Amount of Decrease | Amount of Increase |
|-------------------------------------|--------------------|--------------------|
| 112386800 – Emergency & Contingency | \$37,000.00 | |
| 113271505 – Election & Registration | | \$37,000.00 |

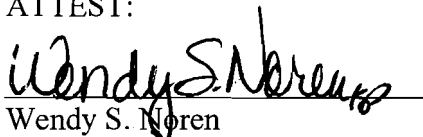
Amount needed to cover costs associated with leased warehouse space for County Clerk’s election equipment.

Done this 20th day of June 2006.

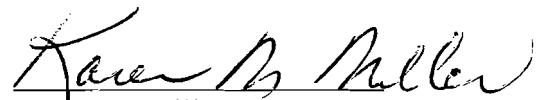


Keith Schnarre
Presiding Commissioner

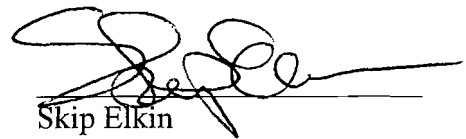
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner