

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

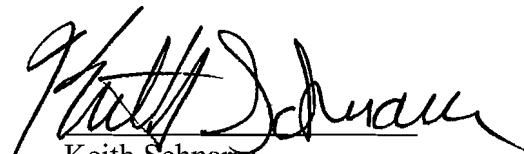
In the County Commission of said county, on the

14th day of April 20 05

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

Now on this day the County Commission of the County of Boone does hereby approve the University of Missouri Cooperative Contract C033-5-80 for Digital Surveillance System with Alarm Communication Center, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

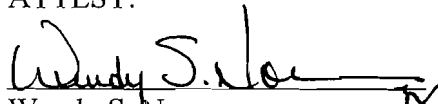
Done this 14th day of April, 2005.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

171-2005

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: April 7, 2005
RE: C033-5-80 – Digital Surveillance System

Purchasing requests permission to utilize the University of MO cooperative contract for the furnishing, delivery, installation and monitoring of Digital Surveillance System equipment. We have currently been using this vendor for our alarm systems at the County.

Pat Lensmeyer, Boone County Collector requests permission to utilize this contract for digital surveillance equipment for the Collector's office. Purchase Requisitions will follow later this year.

cc: Bid File
Pat Lensmeyer, Collector

**PURCHASE AGREEMENT
FOR
DIGITAL SURVEILLANCE SYSTEM**

THIS AGREEMENT dated the 14 day of APRIL 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Alarm Communication Center Inc.**, herein Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the furnishing, delivery, installation and monitoring of **Digital Surveillance System Equipment** in compliance with all bid specifications and any addendum issued for the University of Missouri-Columbia Request for Proposal number **C033-5-80**. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the University of Missouri-Columbia Request for Proposal number **C033-5-80** shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on April 25, 2005 and extend through **June 30, 2007 with three one-year renewals** subject to the provisions for termination specified below. After the completion of the initial contract period, this Agreement will continue to automatically renew on a month-to-month basis until either party terminates this Agreement by providing the other party with 30 days prior written notice.

3. **Rates and Charges** - Contractor agrees to provide digital surveillance system equipment and service in accordance with its bid response at the charges specified therein during the contract period. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

4. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
- c. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

7. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.


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

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

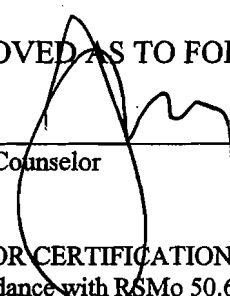
ALARM COMMUNICATION CENTER INC. BOONE COUNTY, MISSOURI

by _____

title _____

by Boone County Commission

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:



County Counselor

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 the contract do not create a measurable county obligation at this time.)

<u>no encumbrance required</u>	<u>4/8/05</u>	Term/Supply
Signature <u>by se</u>	Date	Appropriation Account

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the 14th day of April 20 05

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

Now on this day the County Commission of the County of Boone does hereby award bid 28-07APR05 for Boone County Courthouse Carpeting and Installation to Busenbark. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 14th day of April, 2005.

Keith Scharre
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

172-2003

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: April 8, 2005
RE: 28-07APR05 Boone County Courthouse Carpeting & Installation

The Bid for Boone County Courthouse Carpeting and Installation closed April 7, 2005. Three bids were received. Purchasing and the Facilities Maintenance department recommend award to Busenbark for submitting the low bid.

Total cost of contract is \$4,648.50 to be paid out of department 6100 – Facilities and Grounds Maintenance, Account number 60100 – Building Repairs/Maintenance. The original budget was \$16,000.00.

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

ATT: Bid Tabulation

cc: Ken Roberts, Facilities Maintenance
Jody Moore, Facilities Maintenance
Bid File

BID TABULATION

28-07APR05 - BOONE COUNTY COURTHOUSE CARPETING AND INSTALLATION

4.7.	PRICING	Carpet One Columbia			Busenbark Carpet, Inc.			Carpet Mart		
		Cost per Square Yard	QTY	Extened Total	Cost per Square Yard	QTY	Extened Total	Cost per Square Yard	QTY	Extened Total
4.7.1.	Base Bid-Carpet Tile & Installation	\$42.84	200	\$8,568.00	\$37.80	230	\$8,694.00	\$36.28	207.87	\$7,541.52
			QTY		Cost per Linear Foot	QTY		Cost per Linear Foot	QTY	
4.7.2.	Base Bid-Cove Base & Installation	\$1.78	600	\$1,068.00	\$1.35	530	\$715.50	\$1.46	720	\$1,051.20
4.7.3.	Base Bid Total (4.7.1.+4.7.2.)			\$9,636.00			\$9,409.50			\$8,592.72
			QTY		Cost per Square Yard	QTY		Cost per Square Yard	QTY	
4.7.4.	Alternate Bid-Roll Carpet & Installation	\$27.31	215	\$5,871.65	\$17.10	230	\$3,933.00	\$19.63	210.13	\$4,124.85
		Cost per Linear Foot	QTY		Cost per Linear Foot	QTY		Cost per Linear Foot	QTY	
4.7.5.	Alternate Bid-Cove Base & Installation	\$1.78	600	\$1,068.00	\$1.35	530	\$715.50	\$1.46	720	\$1,051.20
4.7.6.	Alternate Bid Total (4.7.4.+4.7.5.)			\$6,939.65			\$4,648.50			\$5,176.05
4.8.2.	Samples of carpeting & Cove Base meeting or exceeding requirements			Upon Award			Included			Bid Exact Match
4.8.3.	Warranty			Upon Award			Included			Included
4.10.	References			Included			Included			Included

No Bids

Ross Allen Floor Covering, Inc.

Opened by: Heather Turner

Recorded by: Kerry Patton

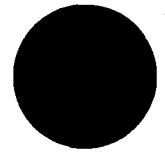
Date opened: 4/7/2005

Time opened 10:30 AM

4/7/05

DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI



Busenbark

474-7550

VENDOR NAME

PHONE #

VENDOR
NO.

8060 E. I-70 Drive SE
ADDRESS

Columbia
CITY

MO 65201
STATE ZIP

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (<\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

Transaction Not Subject To Bidding For The Following Reason:

- Utility
- Travel
- Dues
- Refund
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

To: County Clerk's Office

Comm Order # 172-2005

Return to Auditor's Office

RECEIVED

APR 11 2005

BOONE COUNTY AUDITOR

#28-07APR05

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department # 6100

Bill To Department # 6100

Department				Account				Item Description	Qty	Unit Price	Amount	
1	0	0		6	0	1	0	0	Alternate Bid-Roll Carpet & Installation	230	17.10	3933.00
									Alternate Bid-Cove Base & Installation	530	1.35	715.50
									TOTAL			4648.50

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Requesting Official

Auditor Approval

CONTRACT AGREEMENT

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

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

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

**BID NUMBER 28-07APR05
Boone County Courthouse Carpeting and Installation
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Alternate Bid-Roll Carpet and Installation in the amount of \$3,933.00 and the Alternate Bid-Cove Base and Installation in the amount of \$715.50 for a contract award total of \$4,648.50.

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

1. Introduction and General Conditions of Bidding
2. Primary Specifications
3. Response Presentation and Review
4. Response Form
5. Standard Terms and Conditions
6. Attachment 1 – Second Floor Plan-Addition of the Boone County Courthouse
7. Annual Wage Order No. 11

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

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

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the amount:

Four Thousand Six Hundred Forty Eight Dollars and Fifty Cents (\$4,648.50)

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 14 APRIL 2005 at Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: *Keith Schnarre*
Keith Schnarre, Presiding Commissioner

ATTEST:

Wendy Norep
Wendy Norep, County Clerk

CONTRACTOR: **Busenbark**

By: *Peggy Morrow*
Authorized Representative Signature

By: Peggy Morrow
Authorized Representative Printed Name

Title: Sales Rep.

Approved as to Legal Form:

John Patton
John Patton
Boone County Counselor

AUDITOR CERTIFICATION

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

6100/60100 - \$4,648.50

Jane C. Pitchford *4/14/05*
Signature *by se* Date Appropriation Account

CERTIFIED COPY OF ORDER

April Session of the April Adjourned

Term. 20 05

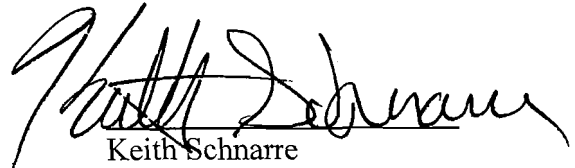
STATE OF MISSOURI }
County of Boone } ea.

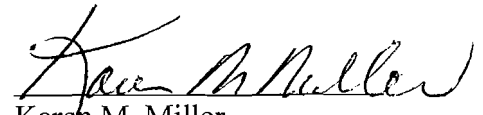
In the County Commission of said county, on the 14th day of April 20 05

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

Now on this day the County Commission of the County of Boone does hereby authorize the disposal of computer and peripheral surplus equipment as listed on the April 8, 2005 memo from the Purchasing Department. It is further ordered that the Presiding Commissioner be hereby authorized to sign said disposal request form.

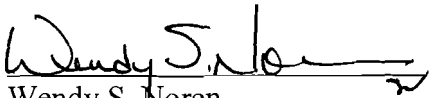
Done this 14th day of April, 2005.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing
 Kerry Patton
 Office Specialist



601 E. Walnut, Room 209
 Columbia, MO 65201
 Phone: (573) 886-4394

173-2005

MEMORANDUM

TO: Boone County Commission
 FROM: Kerry Patton
 RE: Computer/Peripheral Surplus Equipment
 DATE: April 6, 2005

The following items have been identified as surplus. The Information Technology Department has approved these items for disposal. The Purchasing Department is requesting approval for disposal through auction service. The following item numbers have already been approved for disposal in commission: 1 & 16.

	Asset #	Description	Make	Model	Condition of Asset	Serial #
1.	06761	Printer	IBM	4019	Very Poor	11-0014113
2.	07340	Printer Laser	IBM	4019-EO1		11-APL16
3.	08147	Monitor 14"	Dell	VC5	Screen burned in/dark	317B1669
4.	08167	UPS Power Backup	APC American Power Conv	Smart UPS 600	Not working	S93040246805
5.	08700	Monitor 17"	Viewsonic			5341021368
6.	10473	Monitor 17"	Samsung	GNE	Working	
7.	11456	PC	Tangent	200 MHZ		316384
8.	12103	PC Desktop	Compaq	EP	Working, but no harddrive	6949JNJK439
9.	12687	AS 400 Migration to Model 720	IBM			
10.	12849	PC Desktop Pro	Compaq	EN	Working, but no harddrive	X113DY52C095
11.	13239	Scanner/Printer	Lexmark	X83	Non-Working	
12.	13261	Monitor	Toshiba	Tekbright	Working	
13.	13738	Monitor 17"	Compaq	PE 1123	Working	11OCG43H5588
14.	04499	Printer	Printronic	P600		E71681
15.	07342	Laser Jet 3	HP	E300D	Functional	3126A27260
16.	10971	Monitor 17"	Viewsonic	17GS		J965158893

17.	12254	Personal Computer	Compaq DeskPro	EP/500	Hard Drive Removed	6951CV26L432
18.	12963	Personal Computer	Compaq DeskPro	EN P3/733	Failed Hard Drive	6115DYSZC063
19.	12966	Personal Computer	Compaq DeskPro	EN P3/733	Failed Hard Drive	6115DYSZB705
20.	12968	Personal Computer	Compaq DeskPro	EN P3/733	Failed Hard Drive	6115DY5ZB702
21.	12972	Personal Computer	Compaq DeskPro	ENP/733	Failed Harddrive	6115DYSZB726
22.	13000	Personal Computer			Hard Drive Removed	
23.	13520	Docking Station	IBM	3488-V	Functional	67567
24.	None	Monitor 17"	Compaq		Functional	928CD615G176
25.	None	Data Service Unit	DSU 56-64 AI Tran		Not Working	
26.	None	Monitor	Samsung	COB4147		HCEH907590M
27.	None	Color Monitor	IBM	0524-001R SVGA		PBR0000010
28.	None	Color Monitor	Compaq	S710	Won't turn on	937CG43HM694
29.	None	Monitor	IBM			8d8d2129
30.	None	Monitor Stands (5)	Advent	AV009SUB		
31.	None	(4) Keyboards			Items no longer needed	
32.	None	Monitor 12"			Functional	H2GCA01132
33.	None	Monitor 17"			Functional	J965158891
34.	None	Monitor 17"	Compaq	S70 PE 1123	Functional	937CG43HM688
35.	None	Monitor 17"	Compaq	PE 1123	Functional	110CG43H597
36.	None	Monitor 17"	Compaq	PE1123	Functional	110CG43HY299
37.	8603	Printer	HP	Laser Jet 4	Condition Unknown	USBB186071
38.	10449	Printer	Lexmark	4039 10 plus	Non Working	11-TT492
39.	12291	Monitor 15"	Compaq	V500 CRT	Dim Picture on screen	
40.	12315	PC	Compaq	IPAQ	Working No Hard Drive, No RAM	9017D2G4K049

41.	12411	Monitor 17"	Compaq	5710	Working	
42.	12413	PC	Compaq	IPAQ	Working No Hard Drive, No RAM	90090ZG4K188
43.	12433	PC	Compaq	IPAQ	Working No Hard Drive, No RAM	9017DZG4K247
44.	12435	PC	Compaq	IPAQ	Working No Hard Drive, No RAM	9017DZG4K215
45.	12443	PC	Compaq	IPAQ	Working No Hard Drive, No RAM	9017DZG4K247
46.	12445	PC	Compaq	IPAQ	Working No Hard Drive, No RAM	9004DZG4K962
47.	12560	Monitor 17"	Compaq	S710	Screened burned in	
48.	12562	Monitor 17"	Compaq	S710	Screened burned in	
49.	12563	Monitor 17"	Compaq	S710	Screened burned in	
50.	12129	PC	Compaq	DeskPro EP	Working, No Hard Drive	6949CJNKL346
51.	10757	Monitor 15"	Samsung	4NE	Poor, but working	
52.	None	Monitor Viewsonic	CRT		Poor Picture	E774536469
53.	12566	Monitor 17"	Compaq	S710	Screened burned in	
Transfer the following monitor from 1132 Election and Registration to Court House Information Technology						
	Asset #	Description	Make	Model	Condition of Asset	Serial #
	08129	Monitor 21"	Dell	VC8BN	Working	

cc: Surplus File
Mike Mallicoat, IT
Sue Lake, Auditor

Lot 1- Blue
Lot 2- Red
Lot 3- Black

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STATE OF MISSOURI }
County of Boone } ea.

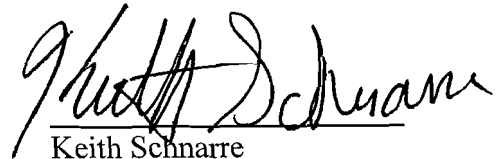
April Session of the April Adjourned Term. 20 05

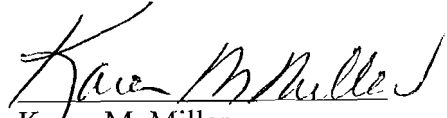
In the County Commission of said county, on the 14th day of April 20 05


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

Now on this day the County Commission of the County of Boone does hereby award bid 31-05APR05 for Sale of Land Tract to B & E Investments, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

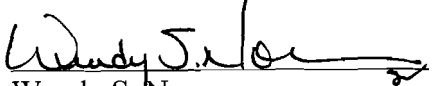
Done this 14th day of April, 2005.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

174-2005

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: April 11, 2005
RE: 31-05APR05 – Sale of Land Tract

The Invitation for Bid for *31-05APR05 – Sale of Land Tract* was issued on March 18, 2005 and closed on April 5, 2005. One bid was received from B & E Investments, Inc. for \$85,000.

This was for the sale of a land tract located along Old Highway 63 South and Bluff Creek consisting of approximately one acre. Should you decide to accept this offer, attached are contracts for this purchase. Sale of land tract will be deposited in 1190 – Non-Department, 03835 – Sale of County Fixed Assets.

cc: Bid File

CONTRACT FOR THE SALE OF REAL ESTATE

THIS CONTRACT (the "Contract"), made and entered into effective this 14 day of APRIL, 2005, (the "Effective Date") by and between Boone County, Missouri, a political subdivision of the state of Missouri, through its County Commission, ("Seller") and B & E Investments, Inc. ("Buyer"); certain of whom and all of whom are at times herein referred to respectively as "Party" or "Parties".

WITNESSETH:

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

A tract of land located in the S ½ of the NW ¼ and the W ½ of the NE ¼ of Section 29, Township 48 North, Range 12 West, being part of the right-of-way for Old 63 (formerly Business Route 63), described within the Right-Of-Way Deed from Evelyn J. Shepard – a single person (Grantor) and the State of Missouri, acting by and through the State Highway Commission (Grantee) recorded in Book 374, Page 296 as: "...Also all the land of the Grantors which lies within a strip of land 100 feet wide, lying on the left or north side of, parallel to and adjoining the centerline of Business Route 63 from Grantors' west property line, opposite Station 111+52.55 to Grantors' east property line, intersecting said centerline at station 121+20, a distance of 967.45 feet. Also a strip of land 100 feet wide, lying on the left or north side of, parallel to and adjoining the centerline of Business Route 63 from Grantors' west property line, intersecting said centerline at Station 125+12 to Station 137+60 a distance of 1248 feet..." Said land is described as follows:

The north 67.00 feet of the above described 100-foot strip of land, beginning at the place where the left or north line of said 100-foot strip contacts the southwest corner of Lot 1 of Bluff Creek Office Park Plat 3-D, recorded in Plat Book 30, Page 5, being approximately at station 115+40; thence southeasterly to the intersection of said left or north line of said 100-foot strip with the north line of the right-of-way for Route AC as shown on sheet 12, dated 6-9-00, of the plans for MoDOT Job No. J5U0673, approximately at station PT 3+294.909.

Excepting therefrom all that land lying to the right or south of the north line of the right-of-way for said Route AC.

2. The purchase price is Eighty Five Thousand Dollars (\$85,000.00), payable as follows: four thousand two hundred fifty dollars (\$4,250) as earnest money to deposited with Seller upon Buyer's sealed bid, and the balance paid in cash on the day of closing assuming all terms and conditions of this agreement are satisfied.
3. Title shall be conveyed by Quitclaim deed. Buyer shall at its option shall have fifteen (15) days from the date hereof to obtain at its own expense a commitment to issue an owner's policy of title insurance in such amount determined by Buyer and naming Buyer as insured, written by a title insurance company licensed in Missouri under the provisions of Chapter 381 RSMo which title insurer shall insure the owner's title to be merchantable title of record and in fact as set forth in title standard 4 of the Missouri Bar, and which commitment shall provide that said policy shall be issued forthwith after the Seller deed shall be placed of record. The Buyer shall pay all costs of the issuance of the title insurance commitment and policy.
5. Seller is a tax exempt governmental entity not liable for payment of real estate taxes. Accordingly, any real estate taxes due for the year 2005, if any, shall be paid by Buyer. Any special assessments becoming a lien after the date hereof shall be the responsibility of the Buyer.
6. Buyer acknowledges that Seller neither now makes, nor will at anytime in the future make, any express and/or implied warranties and/or representations concerning the zoning, use, condition, and/or other status of the property or the suitability of the property for the intended use of Buyer. Buyer acknowledges that the property is being sold hereunder "AS IS" without future recourse by Buyer against Seller or liability of Seller to Buyer for any

known or unknown or unforeseen conditions, including environmental contamination, hazardous wastes or substances, or other adverse subsurface conditions which are not observable.

7. This transaction shall be Closed at the offices of the Boone County Counselor, 601 E. Walnut St., Room 207, Columbia, MO 65201 at 10:00 o'clock A.M. on April 25, 2005, or at such other place, time, or dates as the Parties may mutually agree. At Closing, all of the following shall occur, all of which shall be deemed concurrent conditions, to-wit;

A. Seller shall:

1. deliver to Buyer a Quitclaim Deed fully executed and acknowledged by Seller conveying to Buyer Seller's interest and title to the property ;
2. execute a closing memorandum concerning the purchase and sale;
3. execute any documents required for title insurance procured by Buyer to the extent that such documents do not conflict with the terms and conditions of this agreement.

B. Buyer shall:

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

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

D. Buyer and Seller shall deliver to each other and to the Title Company, if applicable, such documentary and other evidence as may be reasonably required by them or the Title Company evidencing the status and capacity of Buyer or Seller and the authority of the person or persons who are executing the various documents on behalf of Buyer or Seller in

connection with this Contract and/or such other and further documents customarily required by the Title Company.

8. Any notice, request, demand or other communication required or permitted herein shall be in writing and may be given by actual delivery to the Party to which it is directed. Further, such notice, request, demand, or other communication may be given by certified or registered United States Mail, Federal Express, UPS, Airborne Express or facsimile addressed to the Party to which directed at the address or facsimile number hereinafter set forth:

To Seller: Boone County Commission
891 E. Walnut, Rm. 245
Columbia, MO 65201
Fax 573-886-4311

with copy to: John L. Patton
County Counselor
601 E. Walnut, Rm. 207
Columbia, MO 65201
Fax 573-886-4413

To Buyer: B & E Investments, Inc.
2606 North Stadium Blvd.
Columbia, MO 65202
Phone: 573-445-4962
Fax: 573-446-4906

with copy to: William D. Powell
William D. Powell, P.C.
1201 W. Broadway
Columbia, MO 65203

9. Any such written notice shall be conclusively deemed given on the earlier of the date of actual delivery or the following date:
- A. With respect to delivering by certified or registered United States mail, on the third business day following the date of mailing; and
 - B. With respect to delivery by Federal Express, UPS and Airborne Express, upon the date of actual delivery by such carrier to the Party to whom or which addressed.

C. With respect to delivery by facsimile transmission, upon confirmed completion of such transmission, provided such written notice is, on such date of transmission, also so mailed or so delivered to Federal Express, UPS or Airborne Express.

10. Either Party hereto may from time to time change the foregoing address by written notice to the other Party similarly given; provided, however, such change of address shall only be effective upon its actual receipt by the Party to whom it is addressed.
11. The Parties agree and warrant that there are not real estate broker or agent fees, commissions or other amount due or claimed to be due for representing either Buyer or Seller in marketing the sale of the property which is the subject matter of this agreement. The provisions of this paragraph shall survive the Closing or termination of this Contract.
12. This contract shall be binding upon the heirs, administrators, successors and assigns of the parties hereto.
13. The Seller agrees that Buyer may assign this Contract; provided, however, Buyer agrees to remain liable under this Contract irrespective of any such assignment.
14. The following provisions shall be applicable to the entire Contract, unless the specific language of any provision herein shall indicate otherwise;
 - A. This Contract shall be governed by and construed pursuant to the laws of the State of Missouri.
 - B. Time is declared to be of the essence of this Contract.
 - C. The Parties hereto agree that this Contract was negotiated at arm's length and that for purposes of interpretation neither Party shall be deemed the drafter of this Contract.
 - D. Whenever the context requires, the singular shall be deemed to include the plural, the plural shall be deemed to include each of the singular, and pronouns of one or no gender shall be deemed to include the equivalent pronoun of the other or no gender.
 - E. Each person whose signature appears subscribed below on behalf of any entity Party hereto who is not a natural person, does hereby warrant that he or she is duly authorized to so subscribe this Contract and that said act is sufficient, or has been made sufficient by co-subscription or seal, to bind and commit said entity to all terms, requirements and conditions of this Contract.

F. All exhibits and other documents specifically referenced herein shall be for all purposes incorporated herein and adopted by reference, as is set forth herein verbatim et literatim.

G. Unless specified otherwise, any reference to a “day” or “days” herein shall mean a calendar day or days.

H. The rights, powers and remedies of either party contained in this Contract are cumulative; and no one of them is exclusive of the others or exclusive of any rights, powers or remedies allowed either party by law, and shall not affect the right of either party to pursue any other equitable or legal remedy to which that party might be entitled so long as any remedy remains unsatisfied or undischarged.

I. No waiver by either Party or any breach of any other Party’s obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any prior or subsequent breach of the same or any other obligation, agreement, or covenant, nor shall any forbearance to seek remedy for any such breach be deemed a waiver by either Party of its rights and remedies with respect to such breach or any prior or subsequent breach.

J. Neither this Contract, nor any terms or provisions hereof, may be changed, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, discharge or termination is sought.

K. The covenants, promises and conditions to be performed pursuant to this Contract shall survive the closing of the transaction and shall continue to be binding upon the Parties hereto, their heirs, personal representatives, successors and assigns.

L. This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors and permitted assigns.

M. The parties hereby waive trial by jury in any action or lawsuit brought by either party against the other, at any time, arising out of this Contract or the subject matter of this contact.

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

[SIGNATURE BLOCK ON NEXT PAGE FOLLOWING]

BUYER:

B & E Investments, Inc.

by Elvin S Sapp
Elvin Sapp, Pres.

Dated: 4-7-05

SELLER:

Boone County, Missouri

By Boone County Commission

Keith Schumane
Presiding Commissioner

ATTEST:

Wendy S. [Signature]
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

SALE OF LAND TRACT

Invitation for Bid Number: 31-05APR05

LOCATED:
OLD HIGHWAY 63 and BLUFF CREEK



**Boone County Purchasing
601 E. Walnut Street, Room 208
Columbia, Missouri 65201**

Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org



NOTICE OF SALE OF LAND TRACT

Boone County is accepting bids for the following:

***Invitation for Bid#:* 31-05APR05 – Sale of Land Tract**

Property Description: Tract of land located at along Old Highway 63 South and Bluff Creek (See bid for legal description).

Bids will be accepted until **10:30 a.m. on Tuesday, April 5, 2005** in the Boone County Purchasing Office, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

Bids must be submitted on the form enclosed within these documents. **Each bid must be accompanied by a bid bond, cashiers or certified check payable to the County of Boone – Missouri, in the amount of five percent (5%) of the bid price** to guarantee that the successful bidder shall fulfill their obligations. Checks of unsuccessful bidders will be returned as soon as the award is made.

The County reserves the right to accept or reject any or all bids, to waive technicalities, and to accept the offer the County considers the most advantageous to the County.

The *Invitation for Bid* with legal description of land tract is available in the Boone County Purchasing Department, 601 E. Walnut Street, Room 208, Columbia, MO 65201. Requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390; or e-mail: mbobbitt@boonecountymo.org. Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPB
Director of Purchasing

Insertion: March 22, 2005
COLUMBIA MISSOURIAN



BID FORM

**To the Director of Purchasing – Boone County
601 E. Walnut, Room 208
Columbia, Missouri 65201**

Dear Director of Purchasing:

The undersigned, being familiar with the Invitation to Bid and Conditions of Bid on the following described property, hereby proposes to purchase, upon the terms and subject to the conditions set forth herein, the property described below:

1. PROPERTY DESCRIPTION

1.1 Parcel of land for sale consists of the following:

County Property

A tract of land located in the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ and the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 29, Township 48 North, Range 12 West, being part of the right-of-way for Old 63 (formerly Business Route 63), described within the Right-Of-Way Deed from Evelyn J. Shepard – a single person (Grantor) and the State of Missouri, acting by and through the State Highway Commission (Grantee) recorded in Book 374, Page 296 as: "...Also all the land of the Grantors which lies within a strip of land 100 feet wide, lying on the left or north side of, parallel to and adjoining the centerline of Business Route 63 from Grantors' west property line, opposite Station 111+52.55 to Grantors' east property line, intersecting said centerline at station 121+20, a distance of 967.45 feet. Also a strip of land 100 feet wide, lying on the left or north side of, parallel to and adjoining the centerline of Business Route 63 from Grantors' west property line, intersecting said centerline at Station 125+12 to Station 137+60 a distance of 1248 feet..." Said land is described as follows:

The north 67.00 feet of the above described 100-foot strip of land, beginning at the place where the left or north line of said 100-foot strip contacts the southwest corner of Lot 1 of Bluff Creek Office Park Plat 3-D, recorded in Plat Book 30, Page 5, being approximately at station 115+40; thence southeasterly to the intersection of said left or north line of said 100-foot strip with the north line of the right-of-way for Route AC as shown on sheet 12, dated 6-9-00, of the plans for MoDOT Job No. J5U0673, approximately at station PT 3+294.909.

Excepting therefrom all that land lying to the right or south of the north line of the right-of-way for said Route AC.

This tract has been declared surplus by the County of Boone - Missouri.

1.2 The parcel of land for sale is designated on page 7 of bid. This copy is not to scale.

1.3 For additional information pertaining to the land parcel for sale, please contact Melinda Bobbitt, CPPB, Director of Purchasing, by phone (573) 886-4391 or e-mail: mbobbitt@boonecountymo.org.

2. REQUIREMENTS/CONDITIONS OF SALE

2.1 Each bidder shall be required to furnish a deposit of not less than 5% of the total amount offered as a part of, and submitted along with, their bid with the balance due upon award and completion of the sale. All deposits shall be made by certified or cashier's check or bid bond and made payable to the County of Boone - Missouri. Any bid received that does not include a 5% deposit shall be rejected and not eligible for award. Bids may be withdrawn at any time up to the receipt of bids. A bidder may not withdraw their bid after the bid opening without forfeiting the bid deposit.

2.2 The deposit of the highest bidder shall be held pending completion of the sale. All other deposits submitted shall be promptly refunded. In the event and for any reason the highest bidder's offer is determined unacceptable by the County, the deposit will be promptly refunded. The face amount of the bid deposit shall be applied towards monies due the County at closing in accordance with the terms and conditions contained in the agreement for sale and purchase signed by the parties.

2.3. The bid deposit may be forfeited should the successful bidder fail or refuse to enter into an agreement for sale and purchase with the County within sixty (60) days after award of the bid.

2.4. Bidder/Buyer agrees to enter into an agreement for sale and purchase of the property following award of the bid. The agreement for sale and purchase shall include terms and conditions, including the following items:

A. The property will be conveyed "As Is" and no representations or warranties are made concerning title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, or governmental regulations.

B. The County is not obligated to remove any existing impediments or encumbrances to title which may be discovered unless otherwise agreed prior to closing.

2.5. If necessary, bidder/buyer agrees to make application for financing of the purchase price within five days after executing the agreement for sale and purchase.

2.6 The closing will occur in Columbia, Missouri, at a location mutually agreed upon by Buyer and County within 60 days following award of the bid unless otherwise agreed by the parties.

2.7 Bidder/Buyer agrees to pay all cost and expenses associated with recording of all necessary documents, title insurance, surveys, and structural and environmental inspections, if required or desired.

2.8. Formal approval of the bid by the Boone County Commission shall be required prior to negotiation of an agreement for sale and purchase of the property and conveyance of the property consistent with the

terms and conditions contained herein, unless otherwise modified by the Boone County Commission.

2.9 Deed: the County/Seller will convey to the successful bidder/buyer the property by quit claim deed in recordable form and executed by the Boone County Commission subject to encumbrances and impediments to title present on the day of closing unless otherwise agreed by the parties.

2.10. Bidder may have access to property for inspection and testing prior to bid opening date with prior notification and approval by County. County reserves the right to participate in inspection and testing as it deems appropriate.

3. PROPOSAL

3.1. Amount offered to the County of Boone - Missouri for parcel of land as described herein.

\$ 85,000.00

GUARANTEE OF GOOD FAITH: If this bid is rejected or the bid submitted by the undersigned is not accepted as one of the high bidders, then the check which has been deposited with this bid shall be returned. However, if the undersigned is a successful bidder, then the deposit may be applied toward the full payment due for awarded land bid, or if the undersigned fails to provide full payment within sixty (60) days after notice of award, then the deposit check shall be forfeited to the County as liquidated damages and the item will be disposed of as the County deems necessary.

COMPANY:

OR B & E Investments, Inc.

INDIVIDUAL

ADDRESS: 2606 North Stadium Blvd.

Columbia, MO 65202

PHONE: 573-445-4962 **FAX:** 573-4464906

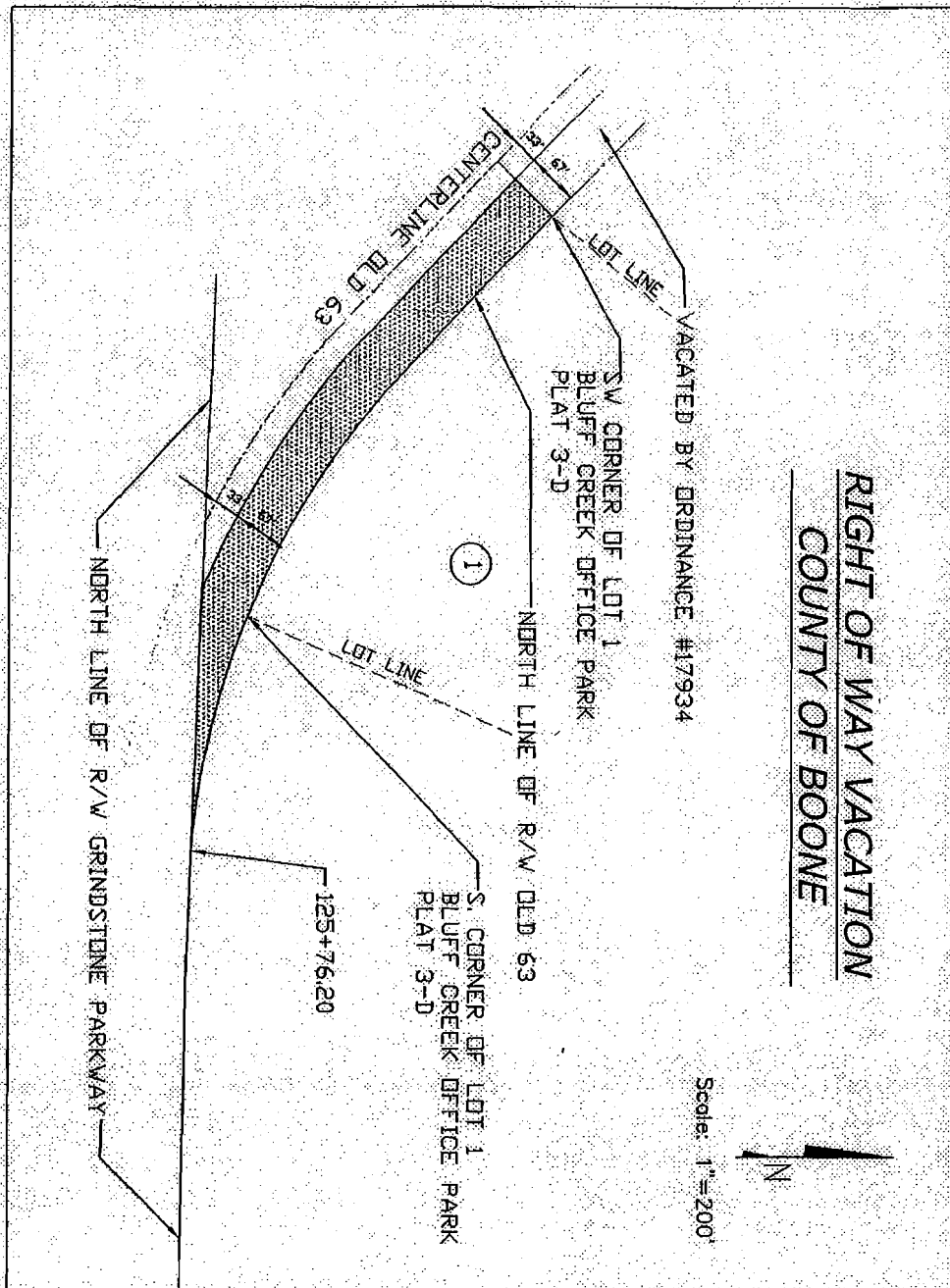
BY: *Elin J. Lipp*
(Authorized Representative/must sign)

DATE: Apr. 5, 2005

**RIGHT OF WAY VACATION
COUNTY OF BOONE**



Scale: 1"=200'



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

14th day of April

20 05

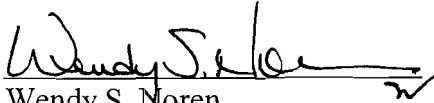
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the following variance recommendation from the Road and Bridge Advisory Committee:

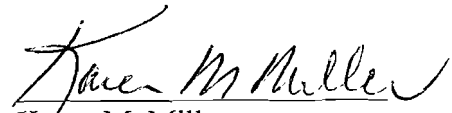
To waive the site distance requirement for driveway entrances onto County maintained roadways and allow a driveway entrance to be constructed at the location identified by Public Works Driveway Permit #04219 on Friendship Church Road by Mr. Colin Adams.

Done this 14th day of April, 2005.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner