

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 16

In the County Commission of said county, on the 31st day of May 20 16

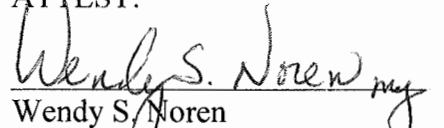
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve a petition submitted by Enrich Properties LLC for permission to vacate and re-plat lots 218, 219, 220, 221, 222 of Clearview Plat 6 Replat 2 as shown in Plat Book 17, Page 7 of Boone County Records.

Said vacation is not to take place until the re-plat is approved.

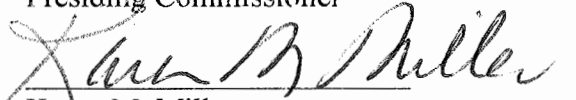
Done this 31st day of May, 2016.

ATTEST:

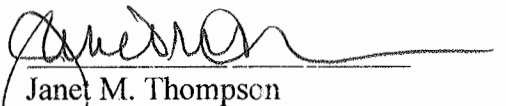
  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill

Presiding Commissioner



Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

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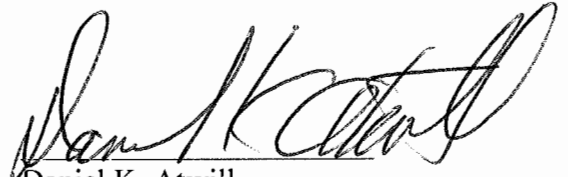
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by EKD Properties V LLC to approve a Revised Review Plan for Bobcat of St. Louis Planned Commercial Development on 35.91 acres, more or less, located at 1101N Lenway Dr. Columbia.

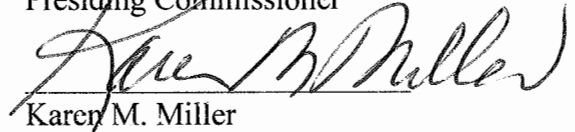
Done this 31st day of May, 2016.

ATTEST:

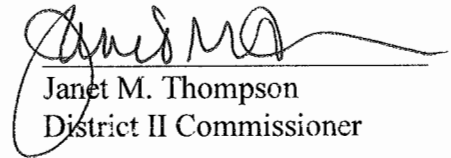
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
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Janet M. Thompson  
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# CERTIFIED COPY OF ORDER

May Session of the April Adjourned

Term. 20 16

STATE OF MISSOURI }  
County of Boone } ea.

In the County Commission of said county, on the 31st day of May 20 16

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 tower agreements between Boone County, Missouri and the following:

- American Tower Asset Sub II, LLC, Tower location: 17620 N. Hwy. 63, Sturgeon, MO
- Jim Wyatt, Tower location: 245 County Road 440, New Franklin, MO
- Coyote Hill Christian Children's Home, Tower location: 610 State Route Y, Harrisburg, MO
- Curators of the University of Missouri, Tower location: 5550 U.S. 63 Hwy. South, Columbia, MO

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Tower Agreements.

Done this 31st day of May, 2016.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



**FIRST AMENDMENT TO LICENSE AGREEMENT**

This First Amendment (the "First Amendment") to that certain License Agreement dated September 14, 2010 by and between American Tower Asset Sub II, LLC and City of Columbia / Boone County Joint Communications (the "Agreement") is made and entered into as of the latter signature date hereof, by and between **American Tower Asset Sub II, LLC**, a Delaware limited liability company (the "**Licensors**") and **County of Boone**, a Missouri political subdivision, a successor in interest to City of Columbia / Boone County Joint Communications (the "**Licensee**") (collectively, the "Parties").

**RECITALS**

WHEREAS, Licensors owns a certain communications tower and owns a certain parcel of land located at 17620 N. Hwy 63 North, Sturgeon, MO 65284-9656 more commonly known to Licensors as the Sturgeon, MO tower site (the "Tower Facility"); and

WHEREAS, Licensors and Licensee entered into the Agreement for the use of a certain portion of the Tower Facility by a predecessor licensee; and

WHEREAS, the Parties agree to extend the term of this Agreement, among other things, all on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) **Incorporation of Original License Agreement.** The original License Agreement dated September 14, 2010, is attached hereto and incorporated by reference. The terms and conditions of the same shall remain in full force and effect except as modified by this First Amendment.
- 2) **Term of Agreement.** Licensors and Licensee agree to extend the term of the Agreement commencing on June 5, 2015 (the "Extension Term Commencement Date") for a period of five (5) years (the "Extension Term") ending on June 4, 2020.
- 3) **Fee Increase.** Effective upon the Extension Term Commencement Date, the Monthly License Fee shall be increased by One Hundred Forty-Five and 00/100 (\$145.00) per month (the "Increased Fee") for a total Monthly License Fee of \$645.00. The Monthly License Fee shall be adjusted pursuant to the Annual Escalator on June 5, 2016, and on each anniversary thereafter through the remainder of the current term and each Renewal Term. The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.

- 4) **Back Rent.** Licensee shall pay the Increased Fee amount due for the period from the Extension Term Commencement Date through the date of full execution of this amendment First Amendment (the "Commencement Date") within 30 days of the Commencement Date.
- 5) **Renewal Terms.** The Renewal Terms as defined on page one of the Agreement shall be modified to include five (5) additional renewal terms of one (1) year each.
- 6) Upon the Commencement Date of this Amendment, Section VI (D) to the Agreement is hereby deleted in its entirety.
- 7) **Appropriation of Funds.** In the event that no funds or insufficient funds are appropriated and budgeted and sufficient funds are otherwise unavailable by any means whatsoever in any fiscal period for payments pursuant to this Agreement, Licensee shall immediately notify Licensors in writing of such occurrence and the Agreement shall terminate on the last day of the fiscal period for which sufficient appropriations have been received and made without penalty or expense to Licensee. Notwithstanding the foregoing, the effective date of any such termination shall not pre-date receipt of the notice of such termination by Licensors from Licensee.
- 8) **Insurance.** So long as the County of Boone is a party to this Agreement, paragraph 15 of this Agreement shall be subject to Missouri law and Missouri Revised Statute Section 537.600.1.
- 9) **Climbing Restriction.** Licensee shall not climb the tower for any reason whatsoever, and Licensee's maintenance of Licensee's Approved Equipment shall be limited to equipment located on the ground or in Licensee's shelter, if any. Any and all contractors/subcontractors engaged by, or on behalf of Licensee, shall not be permitted to perform any work, maintenance, and/or repairs to Licensee's Equipment located on the communications tower absent proof of maintaining insurance limits meeting those set forth in Appendix II attached hereto.
- 10) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, the Parties hereto have set their hands to this First Amendment to that certain Agreement as of the day and year written below:

LICENSOR:  
American Tower Asset Sub II, LLC,  
a Delaware limited liability company

LICENSEE:  
County of Boone, a Missouri political  
subdivision

By: 

Name: Margaret Robinson  
Senior Counsel

Title: \_\_\_\_\_

Date: 4-19-16

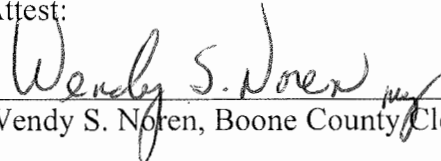
By: 

Name: DANIEL K. ATWILL

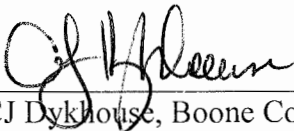
Title: PRESIDING COMMISSIONER

Date: 5-31-16

Attest:

  
Wendy S. Noren, Boone County Clerk

Approved as to Legal Form:

  
CJ Dykhouse, Boone County Counselor

**Auditor 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 said appropriation sufficient to pay the costs arising from this contract.

  
June E. Pitchford, County Auditor

Date: 05/12/16  
2704-71500

**LICENSE AGREEMENT**  
ATC Contract No: \_\_\_\_\_

This LICENSE AGREEMENT ("Agreement") entered into as of the 14<sup>th</sup> day of September, 2010 ("Effective Date") by and between American Tower Asset Sub II, LLC, a Delaware limited liability company [corporation/limited partnership], with a place of business at 10 Presidential Way, Woburn, MA 01801 ("Licensor") and City of Columbia / Boone County Joint Communications, with a place of business at 17 N 7th Street, Columbia, MO 65201 ("Licensee").

**I. TOWER FACILITY INFORMATION:**

Site Name: Sturgeon  
Site Number: 306126  
Address and/or location of Tower Site (as defined in Section 1(e) herein): 17620 N. Hwy 63 North, Sturgeon, MO 65284  
Tower Site Coordinates: Lat. 39-10-5 N Long. 92-19-45.4 W

**II. NOTICE & EMERGENCY CONTACTS:**

- Licensee's local emergency contact (name and number): Donna Hargis 573-874-7400
- Licensor's local emergency contact: Network Operations Communications Center (800) 830-3365.
- Notices to Licensee shall be sent to the address above to the attention of Donna Hargis.
- Notices to Licensor shall be sent to the address above to the attention of Contracts Manager.
- Licensor's Remittance Address: SpectraSite Communications, LLC, P. O. Box 751760, Charlotte, NC 28275-1760, Attn: Property Management; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

**III. PERMITTED USE OF TOWER FACILITY BY LICENSEE:**

Transmitting and Receiving frequencies: See Exhibit A for specific frequencies  
Antenna mount height on tower: See Exhibit A for specific location  
All other permitted uses of the Tower Facility including Licensee's Approved Equipment, and the Licensed Space are further described in section 4 of this Agreement and Exhibits A and B attached hereto.

**IV. FEES & TERM**

Monthly License Fee: Five Hundred and 00/100 Dollars (\$500.00), increased by the Annual Escalator on the fifth anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term (as defined in Appendix I). The Annual Escalator is an amount equal to three percent (3%).

Application Fee: N/A

Relocation Application Fee: \$1,000 per Application submitted pursuant to section 10(c), subject to increases at the Annual Escalator, compounded on each anniversary of the Effective Date.

Site Inspection Fee: \$500.00, increased annually on each anniversary of the Commencement Date of this Agreement by a percentage rate increase equal to the Annual Escalator.

Initial Term: A period of 5 years beginning on the Commencement Date. The "Commencement Date" shall be the earlier of: (i) the date of Licensor's issuance of a NTP or (ii) June 5, 2010.

Renewal Terms: None

Connection Fee (as described in section 5(b)): N/A

Electricity for operation of Approved Equipment is to be provided by (check one):

- Licensor, with the cost of such electricity to be paid by Licensee at the initial rate of \$\_\_\_\_\_ per month ("Utility Fee") subject adjustment pursuant to Section 5(b), OR  
 Licensee, at its sole expense.

**V. TERMS & CONDITIONS**

The attached terms and conditions are incorporated herein by this reference.

**VI. OTHER PROVISIONS:**

Other provisions: (check one):  None  As listed below

- A. Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Facility completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower Facility is not suitable for Licensee's



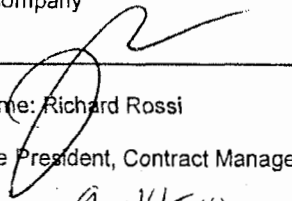
Approved Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.

- B. In the event that Licensor determines a Shared Site Interference Study is required, Licensor and Licensee agree and acknowledge that this Agreement shall be contingent upon a satisfactory result of said Shared Site Interference Study.
- C. Licensor and Licensee agree and acknowledge that this Agreement is contingent upon SBC Communications, Inc. or its affiliates Right of First Refusal.
- D. The Parties acknowledge that Licensee's fiscal year runs from October 1<sup>st</sup> through September 31<sup>st</sup>. If Licensee is unable to obtain funding for this Agreement for the upcoming fiscal year, then Licensee may terminate this Agreement by sending written notice to Licensor ("Termination Notice") which shall be received by Licensor on or before September 31<sup>st</sup>. If a Termination Notice is not received by September 31<sup>st</sup>, then it shall be deemed that Licensee was able to obtain funding for the upcoming fiscal year and Licensee shall not have the ability to terminate this Agreement until the following fiscal year.

[Signatures appear on next page]

IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the date and year written below; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR  
American Tower Asses Sub II, LLC, a Delaware limited liability company

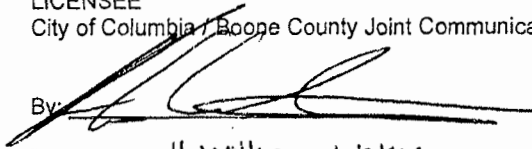
By: 

Print Name: Richard Rossi

Its: Vice President, Contract Management

Date: 9-14-10

LICENSEE  
City of Columbia / Boone County Joint Communications

By: 

Print Name: H. William Watkins


Its: City Manager

Date: 8/4/10

ATTEST:

  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

  
Fred Boeckmann, City Counselor

CERTIFICATION:

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 110-3510-517.45-90, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

  
Lori B. Fleming, Director of Finance

TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms defined in the body of this Agreement are indexed by location on Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.
2. **GRANT OF LICENSE.** Subject to the terms of this Agreement, Licensor hereby grants Licensee a non-exclusive license to install, maintain and operate the Approved Equipment at the Licensed Space. All Approved Equipment shall be and remain Licensee's personal property throughout the Term of this Agreement. Licensor shall maintain the Tower Facility in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. In no event shall Licensee's license as granted herein include rights to use the air space above the Approved Equipment, and Licensor reserves the right to install, construct and/or operate additional improvements or equipment of Licensor or others above Licensee's Approved Equipment, including Licensee's shelter (commonly referred to as "stacking"), provided that such additional improvements or equipment do not materially and adversely interfere with the access to or operation of the Approved Equipment, including Licensee's shelter. Licensee is not required to utilize a stackable shelter, provided that, if Licensee opts to install a shelter that is not stackable and if Licensor receives an offer to license the air space above Licensee's non-stackable shelter by a proposed subsequent user, Licensor may, at its election, upon 30 days prior written notice require Licensee to replace such non-stackable shelter with a stackable shelter of a comparable size, provided that the proposed subsequent user agrees in writing to be wholly responsible for the cost of Licensee's shelter replacement. Subject to any limitations contained in the Ground Lease, Licensor grants Licensee a right of access to the Tower Facility 24 hours per day, 7 days per week during the Term. Licensor grants Licensee a designated location for the installation of Licensee's utilities over, under or across the Tower Facility (collectively, "Easement"). Licensee shall be responsible for any and all Damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. Licensor shall provide Licensee with one set of keys and/or codes to access the Tower Facility. Licensee shall be responsible for ensuring that Licensor has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the keys or access codes to the Tower Facility. Licensor shall have the right to continue to occupy the Tower Facility and to grant rights to others to the Tower Facility in its sole discretion. Licensee shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement. If Licensor's right to license space on the Tower Facility to Licensee is subject to a right of first refusal for the benefit of a third party and if such third party exercises its right of first refusal prior to the Commencement Date, Licensor may terminate this Agreement upon written notice to Licensee.
3. **EXHIBITS.** Within 45 days following the commencement of the installation of the Approved Equipment, Licensee shall provide Licensor with as-built or construction drawings showing the Approved Equipment as installed [in both hard copy and electronic form] ("**Construction Drawings**"); such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Facility. Upon receipt, Licensor shall attach hereto the Construction Drawings as Exhibit C hereto. In the event that Licensee fails to deliver the Construction Drawings as required by this section, Licensor may cause such Construction Drawings to be prepared on behalf of Licensee and Licensor shall assess a fee for such Construction Drawings in an amount equal to 120% of the actual cost of obtaining the Construction Drawings including in-house labor, which upon invoicing shall become immediately due and payable by Licensee. In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern, and (b) between Exhibit A (with respect to Approved Equipment and antenna locations) together with Exhibit B (with respect to Ground Space installation locations) and Exhibit C hereto, Exhibits A and B shall govern, notwithstanding any approval or signature by Licensor or its agents. Licensee hereby acknowledges and agrees that installation of the Approved Equipment must be in strict accordance with the approved Construction Drawings and Exhibit A and B. Notwithstanding the forgoing, Licensee shall not infer nor shall acceptance of the Construction Drawings by Licensor be deemed to be a representation by Licensor that (i) such Construction Drawings or the plans and specifications described therein are in compliance with federal, state or local laws, ordinances, rules or regulations, (ii) that such installation shall not cause impermissible or unlawful interference, or (iii) that such installation is consistent with Licensee's permitted installation as specifically set forth in Exhibits A and B hereto.
4. **USE.** Subject to the terms of the Ground Lease, Licensee shall be permitted the non-exclusive right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies, and, if the Permitted Frequencies include licensed spectrum, within the spectrum licensed to Licensee by the FCC). If as of the Effective Date, Licensee's wireless business consists of a one-way network which requires only that signals be transmitted from the Tower Facility, then notwithstanding the foregoing sentence, Licensee's use of Tower Facility under this Agreement shall be limited to the transmission of wireless voice and data communications signals. Licensee's permitted use with respect to the Licensed Space shall be limited solely to that enumerated in this section, and, except pursuant to separate agreement

with Licensor, no person or entity other than Licensee shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Space.

## 5. LICENSE FEES; TAXES; ASSESSMENTS.

(a) **Monthly License Fee.** The Monthly License Fee as adjusted by the Annual Escalator, shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. If the Commencement Date is not the first day of a calendar month, the Monthly License Fee for any partial month shall be prorated on a daily basis.

(b) **Utilities.**

All utility services installed on the Tower Facility for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for extending utilities to the Tower Facility as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Licensee. Licensee shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.

(c) **Taxes.**

(i) **Property Taxes.** Licensee shall be responsible for the reporting and payment when due of any tax directly related to Licensee's ownership or operation of the Approved Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Licensee shall reimburse Licensor in full for any taxes assessed against Licensor but attributed to the Approved Equipment within 30 days of Licensor's request for such reimbursement. Licensor shall pay all property taxes directly assessed against Licensor's property or for which Licensor is obligated to pay under the Ground Lease, provided, however, Licensee shall reimburse Licensee's pro rata share of such taxes. Licensee's pro rata share shall be determined by dividing such taxes evenly among all users Licensor has permitted to utilize any portion of the Tower Facility. Licensee shall reimburse Licensor for such taxes within 30 days of Licensor's request for such reimbursement.

(ii) **Sales; Use and Other Taxes.** Licensor shall be responsible for billing, collecting, reporting, and remitting sales, use and other taxes directly related to any License Fee or other payments received pursuant to this Agreement. Licensee shall be responsible for reimbursing Licensor for all such sales, use and other taxes billed related to any payments received pursuant to this Agreement. Licensor shall add to the License Fee or any other payment then due and payable any associated sales, use or other tax, which shall be paid by Licensee at the same time and in the same manner as License Fee or other payment due and payable under this Agreement.

(d) **Federal Use Fees & Assessments.** In the event that a particular Licensed Space is at a Tower Facility located on property which is owned by the Bureau of Land Management ("**BLM**") or the United States Forest Service ("**USFS**"), Licensee shall reimburse Licensor for any and all fees or assessments attributable to this Agreement or Licensee's use of the Licensed Space paid by Licensor to the BLM or USFS related to such Tower Facility within 30 days of Licensor's request for such reimbursement.

(e) **Payment Address.** All payments due under this Agreement shall be made to Licensor at Licensor's Remittance Address shown on page 1 of this Agreement or such other address as Licensor may notify Licensee of in writing.

(f) **No Set-Off.** All payments due under this Agreement shall be due without set-off, notice, counterclaim or demand from Licensor to Licensee.

(g) **Effect of Partial Payment.** No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

## 6. TERM.

(a) **Initial Term.** The Initial Term of this Agreement shall be as specified on page 1.

(b) **Renewal Term.** The Term of this Agreement may be extended for each of the Renewal Terms as specified on page 1 of this Agreement, provided that at the time of each such renewal, (i) the Ground Lease remains in effect and has not expired or been terminated, (ii) Licensee is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by Licensee hereunder and (iii) the original

Licensee identified on page 1 of this Agreement has not assigned, sublicensed, subleased or otherwise transferred any of its rights hereunder except to a Permitted Affiliate (as defined in section 19 herein). Provided that the foregoing conditions are satisfied, this Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least 180 days prior to the end of the then existing Term.

- (c) **Holdover Term.** If Licensee fails to remove the Approved Equipment at the expiration of the Term, such failure shall be deemed to extend the terms of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a Monthly License Fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to 150% of the Monthly License Fee in effect for the last month of the Term ("**Holdover Fee**"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to 6% of the Holdover Fee in effect for the month immediately prior to the month in which escalation takes place, and (ii) the month-to-month extension shall be terminable upon 15 days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. In addition to the Monthly License Fee payable to Licensor in the event of an extension under this subsection 6(c), Licensee agrees to indemnify and hold Licensor harmless from any Damages arising out of or in connection with the extension, the operation of the Approved Equipment at the Tower Facility and Licensee's failure to perform all of its obligations under this Agreement at the termination or earlier expiration of this Agreement.
7. **LIMITED COMMON EXPENSES.** Licensee shall reimburse Licensor for Licensee's pro-rata share of all common expenses (the "**Common Expenses**") incurred by Licensor in the installation, operation, maintenance and repair of the Tower Facility, including, but not limited to, the construction, maintenance and repair of a common septic system and field, insurance, common utilities and any and all other costs of operating and maintaining the Tower Facility. Notwithstanding the foregoing, the cost and expenses associated with any Damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the Tower. In the event that Licensee also licenses space within a building or shelter owned by Licensor on the Tower Facility, Licensee shall also reimburse Licensor for its pro-rata share of all Common Expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, and common utility expenses. In the event that Licensee is connected to a generator or back-up power supply owned by Licensor, Licensee shall also reimburse Licensor for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses. For the purposes of this section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Tower Facility (or with respect to a shared shelter or building, the number of licensees using Licensor's shelter or building) on the first day of the month in which an invoice is mailed to Licensee. Licensee shall reimburse Licensor for Common Expenses within 30 days following receipt of an invoice from Licensor. .
8. **SITE INSPECTION.** Concurrent with Licensee's delivery of a fully executed Agreement to Licensor, and before the date of any subsequent modifications to or installation of additional Approved Equipment, Licensee shall pay Licensor the Site Inspection Fee as defined on page 1 of this Agreement. In the event that Licensor installs Licensee's Approved Equipment, Licensor shall waive the Site Inspection Fee with respect to such installation. Licensee acknowledges that any site inspection performed by Licensor of Licensee's installation is for the sole purpose and benefit of Licensor and its affiliates, and Licensee shall not infer from or rely on any inspection by Licensor as assuring Licensee's installation complies with any Applicable Laws, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference.
9. **LABELING.** Licensee shall identify its Approved Equipment, including its equipment cabinets and coaxial cable (at the top and bottom of the Tower) (unless such cabinet is located in a building or cabinet owned by Licensee) by labels with Licensee's name, contact phone number and date of installation. In the event that Licensee fails to comply with this provision and fails to cure such deficiency within 10 days of Licensor's written notice of such failure, Licensor may, but is not obligated to, in addition to any other rights it may have hereunder, label the Approved Equipment and assess against Licensee a fee of \$1,500 which shall be payable to Licensor upon receipt of an invoice therefor. Licensor shall not be responsible to Licensee for any expenses or Damages incurred by Licensee arising from the interruption of Licensee's service caused by Licensor, if Licensor is unable to identify the Approved Equipment as belonging to Licensee as a result of Licensee's failure to label such Approved Equipment.
10. **IMPROVEMENTS BY LICENSEE.**
- (a) **Installation and Approved Vendors.** Prior to the commencement of any Work on the Tower Facility, Licensee shall submit to Licensor for review and approval, which approval shall not be unreasonably withheld, detailed plans and specifications accurately describing all aspects of the proposed Work. Licensee shall provide notice to Licensor no less than 5 days prior to the date upon which Licensee intends to commence Work at the Tower Facility, together with a construction schedule, so Licensor has the opportunity to be present during any such Work.

Licensee shall not commence Work on the Tower Facility until Licenser issues to Licensee a NTP. Licenser shall issue a NTP only upon request from Licensee and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Licensee's Application have been satisfied; (2) evidence that Licensee has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by Licenser for the proposed equipment installation; (4) evidence that any contractors, other than Licenser, that will be performing the Work are on Licenser's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with Licenser naming Licenser as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in section 15(d) of this Agreement; and (5) a construction schedule. In no event will a NTP be issued prior to the payment by Licensee of a Relocation Application Fee when required pursuant to section 10(c) of this Agreement. Notwithstanding anything to the contrary in this Agreement, Licenser reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.

- (b) **Structural Analysis/Interference Analysis.** Prior to the commencement of any Work on the Tower Facility by or for the benefit of Licensee, Licenser may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower Facility for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Space by Licensee. Licensee agrees to remit payment to Licenser for all reasonable costs and expenses incurred by Licenser for such structural analysis or professional engineer's certified letter ("**Structural Analysis Fee**") within 30 days following receipt of an invoice from Licenser. The foregoing charge shall be at Licenser's prevailing rates for the performance of same or the amount Licenser's vendor is then charging Licenser, as applicable. In the event a structural analysis is performed after the execution of this Agreement but prior to the initial installation of the Approved Equipment, and such analysis indicates that the existing Tower cannot accommodate the proposed installation of Licensee's Approved Equipment thereon, Licenser shall notify Licensee that modification of the Tower is required and inform Licensee of the fee Licenser will charge Licensee to complete such modification (which fee shall be a reasonable estimate of Licenser's actual cost of making such modifications). Such modification shall become part of the Tower Facility and be Licenser's sole property. If Licensee elects not to pay such fee, and Licensee and Licenser do not otherwise reach an agreement regarding the costs of such modification, Licensee may terminate this Agreement upon written notice to Licenser. Prior to the commencement of any initial or subsequent construction or installation on the Tower Facility by or for the benefit of Licensee and/or the modification of Licensee's Permitted Frequencies propagated from the Licensed Space, Licenser may elect to perform a shared site interference study ("**SSIS**") and Licensee shall pay Licenser a fee of \$1,600.00 per study ("**SSIS Fee**"), as adjusted annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time Licensee pays the Relocation Application Fee where required pursuant to section 10(c) of this Agreement, or immediately upon receipt of notice from Licenser that Licenser has determined that a SSIS is required. In the event a SSIS is performed after the execution of this Agreement by Licenser but prior to the installation of Licensee's Approved Equipment, and such SSIS indicates that the proposed installation of Licensee's Approved Equipment on the Tower is acceptable, such an indication in no way relieves Licensee of its obligations under section 11 herein.
- (c) **Equipment; Relocation, Modification, Removal.** Licenser hereby grants Licensee reasonable access to the Licensed Space for the purpose of installing and maintaining the Approved Equipment and its appurtenances. Except as otherwise provided, Licensee shall be responsible for all site Work to be done on the Licensed Space or the Easement pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Approved Equipment. Licensee shall not construct, install or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A, alter the Permitted Frequencies, or alter the operation of the Approved Equipment. Licensee shall submit an Application, utilizing Licenser's then current form, to request the right to replace or modify its Approved Equipment, alter the Permitted Frequencies or increase the Ground Space, which Application shall be accompanied by a Relocation Application Fee. Licenser shall evaluate for approval the feasibility of Licensee's request, which approval shall be in Licenser's sole discretion. Licensee acknowledges that any such relocation or modification of the Approved Equipment may result in an increase in the Monthly License Fee. An amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's Approved Equipment to which Licenser has given its written consent and the resulting increase in the Monthly License Fee, if any. Licensee shall have the right to remove all Approved Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License provided Licensee repairs any damage to the Tower Facility or the Tower caused by such removal. Within 30 days of the expiration or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee at the Tower Facility at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within 10 days of the occurrence of such damage. If Licensee fails to timely pay the Holdover Fee or does not remove its Approved Equipment within 30 days after the expiration or termination of this Agreement, (i) the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming

by, through, or under Licensee except for Hazardous Materials and waste and Approved Equipment containing Hazardous Materials and waste; and (ii) Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set.

**11. RF INTERFERENCE/ USER PRIORITY.**

(a) **Definitions.** For purposes of this section 11, the following capitalized terms shall have the meanings set forth herein:

- (i) **Interference** includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.
- (ii) **Licensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.
- (iii) A **Licensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.
- (iv) A **Priority User** is any Licensed User of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in this section 11, which status is subject to change as set forth herein.
- (v) A **Subsequent User** is any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in this section 11, which status is subject to change as set forth herein.
- (vi) **Unlicensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.
- (vii) An **Unlicensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.

(b) **Information.** Licensee shall cooperate with Licensor and with other lessees, licensees or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within 10 days of Licensor's request, shall provide Licensor with a list of Licensee's transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of Interference.

(c) **Unlicensed Frequencies.** Notwithstanding any other provision contained herein, as among Licensor, Licensee and other users of the Tower or Tower Facility, (i) an Unlicensed User shall have no priority with respect to any other FCC Unlicensed Users with respect to Interference; and (ii) an Unlicensed User's rights and obligations with respect to such Interference shall be determined and governed by FCC Rules and Regulations and any other Applicable Law. Licensor expressly disclaims any and all warranties and accepts no responsibility for management, mediation, mitigation or resolution of Interference among FCC Unlicensed Users operating at the Tower Facility and shall have no liability therefor.

(d) **Licensed Frequencies.** Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Licensed Users has been based on the priority of occupancy of each user to another user of the Tower or Tower Facility, which priority has been based on the order of submittal of its collocation Application by each user of the Tower or Tower Facility. Should Application of FCC Rules and Regulations and other Applicable Law not resolve any claims of Interference consistent with subsections 11(e), 11(f) and 11(g) below, as among Licensor, Licensee and other users of the Tower Facility, (i) each Licensed User's priority shall be maintained so long as the Licensed User does not change the equipment and/or frequency that it is entitled to use at the Tower Facility at the time of its initial occupancy; and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on page 1 of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other Licensed Users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this section 11.

(e) Correction.

(i) Licensee. Licensee agrees not to cause Interference with the operations of any other user of the Tower or Tower Facility and to comply with all other terms and provisions of this section 11 imposed upon Licensee. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that Licensee's Approved Equipment is causing Interference to the installations of Licensor or a Priority User, Licensee shall, within 48 hours of notification from Licensor, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Licensee's operations. If Licensee cannot mitigate or eliminate such Interference within the 48 hour period, Licensor may file a complaint with the FCC (currently the FCC's Enforcement Bureau, Spectrum Enforcement Division) or if such other user of the Tower Facility which is subject to Interference from Licensee's Approved Equipment is a Priority User, then upon the request of such Priority User consistent with Licensor's contractual obligations owed to the Priority User, Licensor may require that Licensee turn off or power down its interfering Approved Equipment and only power up or use such Approved Equipment during off-peak hours specified by Licensor in order to test whether such Interference continues or has been satisfactorily eliminated. If Licensee is unable to resolve or eliminate, to the satisfaction of Licensor, such Interference within 30 days from Licensee's initial notification thereof, Licensee will immediately remove or cease operations of the interfering Approved Equipment.

(ii) Licensor. Upon the request of Licensee, Licensor hereby covenants to take commercially reasonable efforts to prohibit a Subsequent User from causing Interference with the operations of Licensee to the extent Licensee is a Priority User pursuant this section 11. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that a Subsequent User's equipment is causing Interference to the installations of Licensee, upon Licensee's request, Licensor shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Subsequent User's operations.

(iii) Government Users. Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, Licensor shall give such governmental entity written notice of the Interference within 5 Business Days of Licensor's determination that such action is reasonably necessary. Licensor shall have the right to give the governmental entity 5 Business Days, or more as specified in the governmental site or occupancy agreement or as required by Applicable Law, from the receipt of such notice prior to Licensor being required to take any actions required by this subsection 11 (e) to cure such Interference.

(f) **FCC Requirements Regarding Interference**. Nothing herein shall prejudice, limit or impair Licensee's rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves Licensee from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the operation of equipment and use of frequencies. Consequently, the provisions set forth in this section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; and Part 90, et seq, governing private land mobile radio services. In addition, in accordance with good engineering practice and standard industry protocols, licensees employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of Interference. The obligation of Part 20 licensees, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid Interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of Interference are ultimately cognizable before the FCC's Enforcement Bureau, Spectrum Enforcement Division. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Approved Equipment. If Licensee deploys its frequencies or operates the Approved Equipment in a manner which prevents any other user of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and manner proscribed by the Spectrum Enforcement Division, Licensee shall be default of this Agreement and the remedies set forth in section 22 shall apply.

(g) **Public Safety Interference**. As of the Commencement Date, Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*, November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("Final Rule"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.



- (h) **AM Detuning.** The parties acknowledge that the FCC Rules and Regulations govern the obligations of Licensee with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. Licensee agrees, at Licensee's sole cost, to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Licensee shall be fully responsible for any pre and/or post installation testing for AM interference at the Tower Facility and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Approved Equipment. Licensee shall provide Licensor with written proof of such compliance. In the event that Licensee determines that pre or post-installation testing for AM interference is not required at the Tower Facility, such a determination shall be at Licensee's sole risk. If Licensee or Licensor receives a complaint of interference from an AM broadcast station after the Approved Equipment is added to a Tower or a Tower is modified to accommodate Licensee, Licensee shall eliminate such interference within 30 calendar days of the receipt of such complaint. Licensee's failure to eliminate such interference within such 30 day period shall constitute a default under this Agreement and Licensor shall have the right to eliminate such interference at Licensee's expense. Licensee further agrees to indemnify Licensor in the event that Licensee's failure to comply with the FCC Rules and Regulations prior to installation/modification of the Approved Equipment results in any administrative investigation, proceeding or adjudication with respect to Licensor.
12. **SITE RULES AND REGULATIONS.** Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by Licensor, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee's use of the Licensed Space under this Agreement.
13. **DESTRUCTION; CONDEMNATION.**
- (a) **Destruction.** If the Tower or other portions of the improvements at the Tower Facility owned by Licensor are destroyed or so damaged as to materially interfere with Licensee's use and benefits from the Licensed Space, Licensor or Licensee shall be entitled to elect to cancel and terminate this Agreement on the date of such casualty and any unearned Monthly License Fee paid in advance of such date shall be refunded by Licensor to Licensee within 30 days of such termination date. Notwithstanding the foregoing, Licensor may elect, in its sole discretion, to restore the damaged improvements, in which case Licensee and Licensor shall remain bound to the terms of this Agreement but Licensee shall be entitled to an abatement of the Monthly License Fee during the loss of use. If the Tower is so damaged that reconstruction or repair cannot reasonably be undertaken without removing the Approved Equipment, then (i) Licensor may, upon giving written notice to Licensee, remove any of the Approved Equipment and interrupt the signal activity of Licensee, (ii) Licensee may, at Licensee's sole cost and expense, install temporary facilities pending such reconstruction or repair, provided such temporary facilities do not interfere with the construction, rebuilding or operation of the Tower, (iii) Licensor agrees to provide Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period and (iv) should Licensor not substantially restore or replace the Tower in a fashion sufficient to allow Licensee to resume operations thereon within 6 months of the date of casualty, provided that such 6 month period shall be automatically extended for so long as Licensor has commenced and diligently continues to restore or replace such Tower, and Licensee's operation has been materially disrupted for 60 or more consecutive days, then Licensee, upon 30 days' prior written notice to Licensor, may terminate this Agreement.
- (b) **Condemnation.** If the whole or any substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with Licensee's use thereof and benefits from the Licensed Space, then this Agreement shall terminate on the part so taken on the date of possession by such authority of that part, and Licensor or Licensee shall have the right to terminate this Agreement and any unearned Monthly License Fee paid in advance of such termination shall be refunded by Licensor to Licensee within 30 days following such termination. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower or other improvements affected by such condemnation at an alternate location or property owned, leased or managed by Licensor, in which case Licensee and Licensor shall remain bound hereby. Upon such relocation of the Tower or improvements, the Licensed Space shall be modified to include the new Tower or improvements and the property on which the same are located and this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the Licensed Space. Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.
- (c) **License Fee Abatement.** The Monthly License Fee with respect to the affected Tower Facility shall be abated during any period that the Tower has not been restored following an event described in subsections (a) or (b) above so long as Licensee is unable to continue to operate from a temporary location at the property during any period of restoration.

14. **COMPLIANCE WITH LAWS.** Licensor shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility, provided that if the requirement for compliance results from the presence of the Approved Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.
15. **INDEMNIFICATION; INSURANCE.**
- (a) **Mutual Indemnity.** Subject to the mutual waiver of subrogation set forth in section 27, Licensee and Licensor each indemnifies the other against and holds the other harmless from any and all costs, demands, Damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Licensed Space by the Indemnifying Party. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the Indemnified Party.
  - (b) **Limits on Indemnification.** Neither Party shall be responsible or liable to any of the foregoing Indemnified Parties for any Damages arising from any claim to the extent attributable to any acts or omissions of other licensees or users occupying the Tower Facility or for any structural or power failures or destruction or damage to the Tower Facility except to the extent caused by the sole, joint, or concurrent gross negligence or willful misconduct of such Party.
  - (c) **Survival.** The provisions of this section 15 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination of same whether or not Claims relating thereto are asserted before or after such expiration or termination.
  - (d) **Insurance.** Licensor and Licensee shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto.
16. **LIMITATION OF PARTIES' LIABILITY.** NEITHER LICENSOR NOR LICENSEE SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE TOWER FACILITY, OR (ii) DAMAGE TO THE OTHER'S EQUIPMENT. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor's right, title and interest in and to the Tower Facility and the Tower for the collection of such judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensee's judgment, and that Licensor shall not be personally liable for any deficiency.
17. **DISCLAIMER OF WARRANTY.** LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TOWER FACILITY OR THE TOWER. LICENSEE HEREBY ACCEPTS THE TOWER FACILITY "AS IS, WHERE IS, WITH ALL FAULTS."
18. **NOTICES.** All notices, demands, approvals, requests and other communications shall be in writing to such Party at the address listed in the introductory paragraph of this Agreement (and in each case, in the event of notice to Licensor, with a copy of such notice to American Towers, Inc., 116 Huntington Avenue, Boston, MA 02116, Attention: General Counsel) or at such other address as such Party shall designate by notice to the other party hereto in accordance with this section 18 (the "Notice Address") and may be personally delivered; mailed, via United States certified mail, return receipt requested; or transmitted by overnight courier for next Business Day delivery, and, if not delivered personally, shall be deemed to be duly given or made 2 Business Days after deposit with the applicable carrier or courier. Notices will be deemed to have been given upon either receipt or rejection. Notwithstanding the foregoing, (i) any notice that is given by a party may be given by the attorneys for that party and shall be deemed effective for all purposes herein, and (iii) only notices, letters, documents, or instruments threatening to declare or declaring such addressee or recipient in default under this Agreement shall be required to be sent to the attorneys representing such addressee or recipient, if the name and address of such attorney is provided for herein.
19. **ASSIGNMENT; SUBLEASING.** Licensee may not assign this Agreement as a whole, or any portion of Licensee's rights, title and interests hereunder without Licensor's prior written consent; *provided, however,* that Licensor's consent will not be required for an assignment to (i) any person or entity which is directly or indirectly (through one or more

subsidiaries) controlled by, controlling or under common control with Licensee, (ii) is the successor or surviving entity by a merger or consolidation of such entity pursuant to Applicable Law, or (iii) purchases substantially all the assets of Licensee (collectively, "Permitted Affiliate"). For the purpose of this section 19, "control" means ownership, directly or indirectly, of 50% or more of the voting stock, equity or beneficial interest or a general partner of any partnership, and the ability to effectively control or direct the business of Licensee. In no event may Licensee sublet, sublease, or permit any use of the Tower Facility or Licensed Space by any other party. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment or transfer. Licensee shall pay Licensor a fee of \$500.00 (which fee shall increase annually on each anniversary of the Commencement Date by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests Licensor to consent to an assignment of this Agreement or in which Licensee seeks an estoppel certificate, nondisturbance agreement, subordination agreement or other similar agreement to defray the administrative cost incurred by Licensor to process such requests, prepare and process any necessary documentation, and modify its database and other information systems to reflect any such agreement. Such fee is due upon submission of Licensor's request and is hereby deemed fully earned by Licensor upon receipt. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, (i) requiring that the assignee execute a new form of license agreement so long as the Monthly License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it maintains at the time of such assignment, as evidenced by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the then current Initial Term or Renewal Term. Any purported assignment by Licensee in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

20. **SUBORDINATION TO GROUND LEASE.** The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Space and/or any part of the Tower Facility is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement (a "Ground Lease"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of the applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to comply with the terms of such Ground Lease as applicable to the access and occupancy of the Licensed Space. Notwithstanding anything contained in this Agreement to the contrary, if the Ground Lease expires or is terminated for any reason, this Agreement shall terminate on the effective date of such termination and Licensor shall have no liability to Licensee as a result of the termination of this Agreement. Licensor is under no obligation to extend the term of or renew the Ground Lease. Licensor shall give Licensee written notice of such termination or expiration of this Agreement as a result of the termination or expiration of the Ground Lease as soon as practicable. Unless prohibited by the terms of such Ground Lease, upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted.
21. **DEFAULT.** The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Licensee: (i) any failure of Licensee to pay the Monthly License Fee, or any other charge for which Licensee has the responsibility of payment under this Agreement, within 10 Business Days of the date following written notice to Licensee from Licensor, or its designee, of such delinquency, it being understood, however, that Licensor is obligated to provide such notice only two times in each calendar year, and the third instance of the failure to pay the Monthly License Fee or any other charge shall be an immediate default without notice to Licensee if not paid within 10 Business Days of the date when due; (ii) any failure of Licensee to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by Licensee within 30 days of receipt by Licensee of written notice from Licensor, or its designee, of the existence of such a default; except such 30 day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such 30 day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Licensee to abide by the Interference provisions as set forth in section 11; (iv) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be or is not dismissed by Licensee within 60 days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors; (v) this Agreement or Licensee's interest herein or Licensee's interest in the Tower Facility are executed upon or attached; (vi) Licensee commits or fails to perform an act which results in a default under or nonconformance with the Ground Lease by Licensor and the same shall not be cured within 5 Business Days (or such shorter time as permitted under the Ground Lease to cure) of the date following written notice to Licensee from Licensor, or its designee, of such default; or (vii) the imposition of any lien on the Approved Equipment except as may be expressly authorized by this License, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower Facility, and the same shall not be dismissed or otherwise removed within 10 Business Days of written notice from Licensor to Licensee.

22. **REMEDIES.** In the event of a default or a breach of this Agreement by Licensee and after Licensee's failure to cure the same within the time allowed Licensee to cure such default, if applicable, then Licensor may, in addition to all other rights or remedies Licensor may have hereunder at law or in equity, (i) terminate this Agreement by giving written notice to Licensee, stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Monthly License Fees and other charges or fees which would have otherwise been due Licensor absent a breach of the Agreement by Licensee, discounted by an annual percentage rate equal to 5%, (ii) terminate electrical power to the Approved Equipment, and/or (iii) remove the Approved Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense for a period of 30 days after which the Approved Equipment, other than Hazardous Materials, will be deemed conclusively abandoned if not claimed by Licensee. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost reasonably incurred by Licensor in recovering the Monthly License Fee or other fee or charge. Licensee shall not be permitted to claim the Approved Equipment until Licensor has been reimbursed for removal and storage fees. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to 18% per annum, or at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to 25% of the then-current Monthly License Fee for any payment or reimbursement due to Licensor under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each 30 day period thereafter that any such amount (or portion thereof) remains unpaid.
23. **GOVERNMENTAL APPROVALS; PERMITS.** In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Facility is terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. Licensee hereby agrees that in the event of a governmental or legal order requiring the removal of the Approved Equipment from the Tower, the modification of the Tower, or the removal of the Tower, Licensee shall remove the Approved Equipment promptly, but in no event later than the date required by such order, at Licensee's sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment, provided that Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensor may elect to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense. In no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or Licensor's current or future use or ability to license space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility and/or the ground landlord which shall remain the sole responsibility of Licensor where required.
24. **REPLACEMENT OF TOWER/RELOCATION OF APPROVED EQUIPMENT.**
- (a) **Replacement of Tower.** Licensor may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at Licensor's sole cost and (ii) not result in an interruption of Licensee's communications services beyond that which is necessary to replace the new Tower. If Licensee, in Licensee's reasonable discretion, cannot operate the Approved Equipment from the existing Tower during such replacement or rebuild of the Tower, Licensee may establish, at Licensee's sole cost, a temporary facility on the Tower Facility to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval. The License Fee due hereunder shall be abated for any period during which Licensee is prevented from broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, Licensor and Licensee shall enter into an amendment to this Agreement to clarify the rights of Licensor and Licensee to the new Tower Facility.
- (b) **Relocation of Approved Equipment.** In the event another Paying Carrier (as hereinafter defined) desires to occupy the space on the Tower (which includes any necessary vertical separation as determined by Licensor) where Licensee's Approved Equipment is then located (the "Trigger Condition"), Licensor reserves the right to require Licensee to decide whether to (i) terminate this Agreement, (ii) relocate Licensee's Approved Equipment located at the Tower Facility, at Licensee's sole cost and expense, to another antenna mount height on the Tower, or (iii) increase the Monthly License Fee to that which would initially be paid by the Paying Carrier ("Paying Carrier Rate"), all in accordance with the terms and provisions provided in this section 24(b). Upon the Trigger Condition occurring, Licensor may notify Licensee in writing ("Relocation Notice") that the Trigger Condition has occurred and if other spaces or antenna mount heights are available to accommodate Licensee's Approved Equipment on the Tower (without the requirement of any improvements to the Tower by Licensor), indicate which other spaces or antenna mount heights are so available and, also, indicate the Paying Carrier Rate. Within 10 Business Days of Licensee's receipt of the Relocation Notice, Licensee will be required to inform Licensor in writing of its election either to (A) increase the Monthly License Fee to the Paying Carrier Rate (which would thereafter be subject to

escalation of the Monthly License Fee generally as otherwise provided in this Agreement) and continue to occupy the same space or antenna mount height on the Tower; (B) provided other spaces or antenna mount height are available on the Tower, relocate Licensee's Approved Equipment to one of the other such spaces or antenna mount height as specified in the Relocation Notice; or (C) remove Licensee's Approved Equipment from Tower and terminate this Agreement. If Licensee elects option (A), then such election shall be effective and the Monthly License Fee shall increase effective upon the eleventh Business Day after Licensee's receipt of the Relocation Notice without further act or deed. If Licensee elects option (B), if such option is available, and notifies Licensor that it elects to relocate its Approved Equipment to a particular antenna mount height or space specified in the Relocation Notice, Licensee shall have 45 days of Licensee's receipt of the Relocation Notice to relocate its Approved Equipment on the Tower to such elected space or antenna mount height at Licensee's sole cost and expense, such relocation to be subject to all terms and conditions of this Agreement otherwise imposed. If Licensee elects or is deemed to elect option (C), Licensee will remove its Approved Equipment from the Tower Facility within 45 days of Licensee's receipt of the Relocation Notice, such removal to be subject to all terms and conditions of this Agreement otherwise imposed. If Licensor fails to receive notice from Licensee within such 10 Business Day period as to whether Licensee elects option (A), (B) or (C), then Licensee shall be deemed conclusively to have elected option (C). If Licensee elects option (B) or elects or is deemed to elect option (C), if Licensee fails to relocate or remove the Approved Equipment within such time period as required above, TIME BEING OF THE ESSENCE, then the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and equipment containing Hazardous Materials and waste, which shall be removed by Licensee from the Tower Facility immediately; and Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set. For purposes of this section, a "Paying Carrier" is a paying carrier or potential licensee of Licensor which, through a written Application or offer, offers to monetarily compensate Licensor for the right to use the space on the Tower included in the Licensed Space.

- (c) **Tower Removal:** If during the term of this Agreement Licensor determines based on engineering structural standards generally applied to communications towers that the Tower is or has become structurally unsound such that pursuant to generally accepted industry safety standards the Tower or a portion thereof must be removed, then, upon 90 days prior written notice to Licensee, Licensor may, in its sole discretion either (i) remove the Tower and terminate this Agreement effective as of the date of such removal, or (ii) modify the Tower and relocate Licensee's Approved Equipment to an alternative location on the modified Tower. If Licensee and Licensor are not able to agree on an alternative location on the modified Tower for the installation of Licensee's Approved Equipment within the foregoing 90 day notice period, then Licensee or Licensor may elect to terminate the Agreement.

25. **EMMISSIONS.** If antenna power output ("RF Emissions") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Approved Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within 30 days of Licensor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.
26. **ENVIRONMENTAL.** Licensee covenants that it will not use, store, dispose, or release any Hazardous Substances on the Tower Facility in violation of Applicable Law. Licensee agrees to indemnify and save harmless Licensor against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Licensee's breach of any the covenants contained in this section 26. The obligations of Licensee to indemnify Licensor pursuant to this section 26 shall survive the termination or expiration of this Agreement.

## 27. SUBROGATION.

- (a) **Waiver.** Licensor and Licensee waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the

insurance carrier of a Party waives all of such carrier's rights to proceed against the other Party. Licensee's insurance policies shall provide such waivers of subrogation by endorsement. Licensee shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

- (b) **Mutual Release.** Notwithstanding anything in this Agreement to the contrary, Licensor and Licensee each release the other and its respective affiliates, employees and representatives from any Claims by them or any one claiming through or under them by way of subrogation or otherwise for Damage to any person or to the Tower Facility and to the fixtures, personal property, improvements and alterations in or on the Tower Facility that are caused by or result from risks insured against under any insurance policy carried by each and required by this Agreement, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.
28. **GOVERNING LAW.** This Agreement shall be governed by the laws of the state in which the Tower Facility is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.
29. **FINANCING AGREEMENT.** Licensee may, upon written notice to Licensor, mortgage or grant a security interest in the Approved Equipment to any such mortgagees or holders of security interests including their successors and assigns. No such security interest shall extend to, affect or encumber in any way the interests or property of Licensor.
30. **MISCELLANEOUS.** Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at the Tower Facility or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by Licensor or its Affiliates and such signatory does not hold the real Tower Facility or leasehold interest in the affected Tower Facility, the execution of this Agreement shall be deemed to have been properly executed by Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Facility. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of this Agreement, sections 15, 16, 17, and 26 shall survive the expiration or earlier termination of the Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of the Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this first be proven.
31. **CONFIDENTIALITY.** Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party's sole and absolute discretion.

The offer of license expressed in this Agreement shall automatically expire and become void if two unaltered counterparts of this Agreement, executed by Licensee, are not delivered to Licensor within 30 days of the Effective Date.

**ATTACHED EXHIBITS:**

Exhibit A: List of Approved Equipment and location of the Licensed Space

Exhibit B: Site Drawing indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)

Exhibit C: As-Built Drawings or Construction Drawings to be attached within 45 days after Commencement Date in accordance with Section 3

Appendix I: Definitions

Appendix II: Insurance

Licensors Site Name / Number: Sturgeon, MO / 306126  
Licensee Site Name / Number: Sturgeon / n/a

**Exhibit A**  
**List of Approved Equipment and location of the Licensed Space**

Initials 

ECM#41028  
Rev. 02.24.09

**EXHIBIT A**

City of Columbia Boone County Joint Communications

Sturgeon

**GROUND SPACE REQUIREMENTS**

PRIMARY CONTIGUOUS LEASE AREA DIMENSIONS (LAW) (ft)		15' x 10' x 9'	Sq. ft. N/A		
INSIDE ATC SHELTER	DIMENSIONS (LAW) (ft)	N/A			
CUSTOMER SHELTER	<input checked="" type="checkbox"/> DIMENSIONS (LAW) (ft)	15' x 10' x 9'	PAD FOR SHELTER	<input checked="" type="checkbox"/> DIMENSIONS (LAW) (ft)	15' x 10'
STOOP	DIMENSIONS (LAW) (ft)		N/A		
QUICK ORDER CABINETS	QUANTITY OF CABINETS	N/A	DIMENSIONS (LAW) (ft)	N/A	PAD FOR CABINETS
DIMENSIONS (LAW) (ft)		N/A			
<b>BACKUP POWER REQUIREMENTS</b>					
GENERATOR NOT REQUIRED?	<input checked="" type="checkbox"/>	ATC SHARED GENERATOR	SHARED GENERATOR CAPACITY (KW)	N/A	
INSIDE CUSTOMER SHELTER	GENERATOR to be located inside primary leasing area		GENERATOR to be located outside primary leasing area		
ADDITIONAL LEASE AREA REQUIRED FOR BACKUP POWER (LAW) (ft)					
N/A					
MANUFACTURER	N/A	MAKE MODEL	N/A	CAPACITY (KW)	N/A
EFF. TYPE	N/A				
PAD FOR GENERATOR	DIMENSIONS (LAW) (ft)		N/A		
FUEL TANK	DIMENSIONS (LAW) (ft)		TANK SIZE (gals)	N/A	
PAD FOR FUEL TANK (if required)	DIMENSIONS (LAW) (ft)		N/A		

**SECONDARY GROUND LEASE AREA REQUIREMENTS**

Will supplementary ground space be needed to accommodate additional equipment?	Y	N	<input checked="" type="checkbox"/>
YES, ADDITIONAL LEASE AREA DIMENSIONS (LAW) (ft)	N/A	Sq. ft.	N/A
ADDITIONAL EQUIPMENT	N/A	DIMENSIONS (LAW) (ft)	
N/A		N/A	
ADDITIONAL EQUIPMENT	N/A	DIMENSIONS (LAW) (ft)	
N/A		N/A	

**POWER/TELCO REQUIREMENTS**

POWER PROVIDED BY	UTILITY COMPANY DIRECT	<input checked="" type="checkbox"/>	ATC PROVIDED	Average monthly power consumption (KW) (hrs)	N/A
TELCO INTERCONNECT REQUIREMENTS	POIS	<input checked="" type="checkbox"/>	MICROWAVE	FIBER OPTICS	

**TRANSMITTER SPECIFICATIONS (& RECEIVER)**

TRANSMITTER/RECEIVER TYPE	Transmitter & Receiver	N/A	N/A	N/A	N/A	N/A
QTY of TRANSMITTERS/RECEIVERS	8 Receivers	N/A	N/A	N/A	N/A	N/A
MANUFACTURER	Motorola	N/A	N/A	N/A	N/A	N/A
TYPE & MODEL	MTR-2000	N/A	N/A	N/A	N/A	N/A
TYPE of TECHNOLOGY	N/A	N/A	N/A	N/A	N/A	N/A
TX POWER OF SITE	N/A	N/A	N/A	N/A	N/A	N/A
PER Watt	500 Watts	N/A	N/A	N/A	N/A	N/A
BATTERY SURVIVAL REQUIREMENTS (amps/hrs)	150 V each	N/A	N/A	N/A	N/A	N/A

**ANTENNA EQUIPMENT SPECIFICATIONS**

EQUIPMENT TYPE	OMNI	Dish-Radome	N/A	N/A	N/A	N/A
RADIATOR LENGTH (ft)	225	140	N/A	N/A	N/A	N/A
EQUIPMENT MOUNT HEIGHT (ft)	225	140	N/A	N/A	N/A	N/A
EQUIPMENT MOUNT TYPE	Leg	Leg	N/A	N/A	N/A	N/A
EQUIPMENT MANUFACTURER	Andrew DB	Radwave	N/A	N/A	N/A	N/A
EQUIPMENT MODEL #	DB-224	SP258	N/A	N/A	N/A	N/A
EQUIPMENT DIMENSIONS (LAW) (ft)	21' x 21'	7' diameter	N/A	N/A	N/A	N/A
EQUIPMENT WEIGHT (per step in lbs)	23 lbs	130 lbs	N/A	N/A	N/A	N/A
EQUIPMENT OFFSET	0	0	N/A	N/A	N/A	N/A
AZIMUTH DIRECTION of RADIATION (degrees) (ie. 315 or 210)	Omni	Aprox. 45 degree	N/A	N/A	N/A	N/A
QTY. of EACH AZIMUTH SECTOR (ie. 74-4)	1	1	N/A	N/A	N/A	N/A
TX FREQUENCY	N/A	5.8 GHz	N/A	N/A	N/A	N/A
RX FREQUENCY	150-160 MHz	5.8 GHz	N/A	N/A	N/A	N/A
Is equipment using unlicensed frequencies?	No	No	N/A	N/A	N/A	N/A
ANTENNA GAIN	4.7 DB	N/A	N/A	N/A	N/A	N/A
TOTAL # of LINES per equipment in column	1	1	N/A	N/A	N/A	N/A
LINE QTY. in EACH AZIMUTH SECTOR (ie. 45 or 90)	1	1	N/A	N/A	N/A	N/A
LINE TYPE	Cable	Cable	N/A	N/A	N/A	N/A
LINE DIAMETER / SIZE	3/8" 11BPS-50A	3/8" 11BPS-50A	N/A	N/A	N/A	N/A

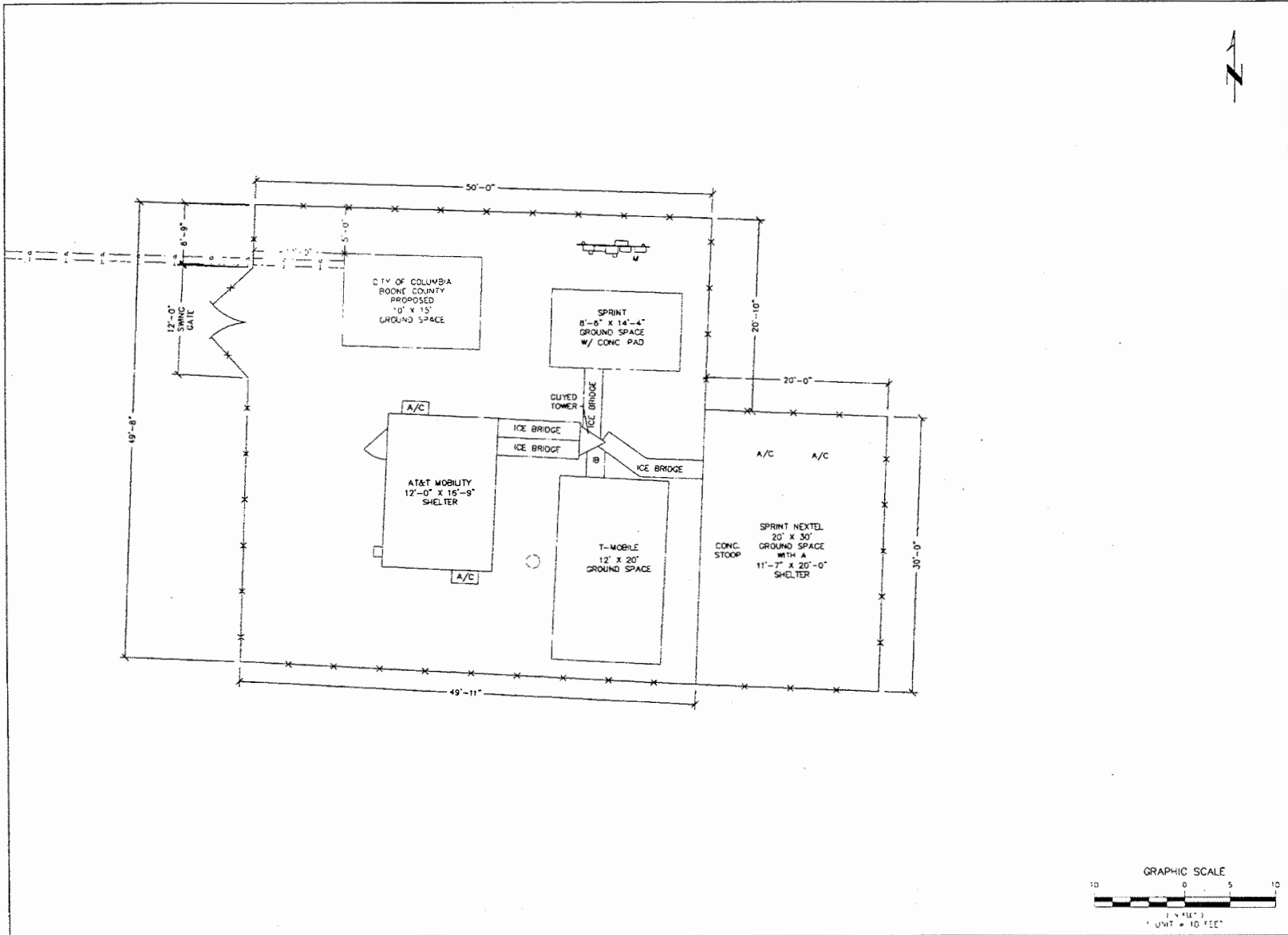


**Exhibit B**

**Site Drawing indicating the location of Ground Space for Licensee's equipment shelter or space in Licensors building (as applicable)**

Licensee shall not commence installation until Licensors has approved in writing said drawing and attached it hereto.

Initials: *AE*



THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER CORPORATION AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM AMERICAN TOWER CORPORATION. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH AMERICAN TOWER CORPORATION WITHOUT PREJUDICE AND WITHOUT CONTACT WITH THESE SHALL CONSTITUTE FINAL EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

REV.	DESCRIPTION
Δ	UPDATED SITE
	ADDED CITY OF COLUMBIA

SITE NUMBER:  
306126  
 SITE NAME:  
STURGEON  
MISSOURI

DRAWN BY:	B GUIMOND
DATE DRAWN:	01/22/10
CUSTOMER:	CITY OF COLUMBIA
COLLOCATION NO.:	444588

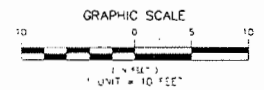
**LEGEND**

- ⊕ GROUNDING TEST WELL
- A/C AIR CONDITIONING UNIT
- A/V AIR VENT
- B BOLLARD
- C CABINET
- CSF FIBER OPTIC CABINET
- E ELECTRICAL SERVICE DISC
- GEN GENERATOR
- G GENERATOR RECEPTACLE
- IB ICE BRIDGE
- LC LIGHTING CONTROL
- M METER
- PB PULL BOX
- PP POWER POLE
- T TELEPHONE HOOK-UP
- TD TELEPHONE DEMARK
- TRN TRANSFORMER
- W WATER VALVE

DIMENSIONS NOT VERIFIED BY LICENSED SURVEYOR

SHEET TITLE:  
SITE PLAN LAYOUT

SHEET NUMBER: SP-1	REV. # 2
-----------------------	-------------



Licensors Site Name / Number: Sturgeon, MO / 306126  
Licensee Site Name / Number: Sturgeon / n/a

**Exhibit C**  
**As Built Drawings or Construction Drawings**

To be attached hereto within 45 days after the Commencement Date.

## Appendix I Defined Terms

**Affiliate(s):** Any corporation, partnership, limited liability company or other entity that (i) is controlled directly or indirectly (through one or more subsidiaries) by Licensee, or (ii) is the successor or surviving entity by a merger or consolidation of Licensee pursuant to Applicable Law, (iii) purchases all or substantially all of the assets of Licensee. For purposes of this definition, "*control*" means the possession of the right through the ownership of 50% or more of the shares with voting rights to effectively direct the business decisions of the subject entity.

**Agreement:** defined in the introductory paragraph.

**Annual Escalator:** defined in section IV on page 1.

**Applicable Law:** All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a Licensed Space or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

**Application:** defined in section IV on page 1.

**Application Fee:** defined in section IV on page 1.

**Approved Equipment:** the communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Licensed Space, as defined in Exhibit A or B to this Agreement.

**Business Day:** a day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the United States or the Commonwealth of Massachusetts.

**Claims:** demands, claims, suits, actions, proceedings or investigations brought against a person by an unrelated or unaffiliated Person.

**Commencement Date:** defined in section IV on page 1.

**Common Expenses:** defined in section 7.

**Connection Fee:** defined in section IV on page 1.

**Construction Drawings:** defined in section 3.

**Damages:** debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

**Easement:** defined in section 2.

**Effective Date:** defined in the introductory paragraph.

**FAA:** the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

**FCC:** the United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

**FCC Rules and Regulations:** All of the rules, regulations, public guidance, written policies and decisions governing telecommunications generally and wireless telecommunications specifically as promulgated and administered by the FCC, which on the Effective Date includes, but is not limited to, those administered by the Wireless Telecommunications Bureau of the FCC and more specifically referenced as the Code of Federal Regulations, title 47, parts 0 through 101, as amended.

**Ground Lease:** defined in section 20.

**Ground Space:** The portion of the Tower Facility licensed for use by Licensee to locate a portion of the Approved Equipment thereon, in the square footage amount depicted on exhibit B of this Agreement. In no event shall the Ground Space include the air space or rights above the Approved Equipment located in the Ground Space.

**Hazardous Substances:** Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Law; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

**Holdover Fee:** defined in subsection 6(c).

**Indemnified Party:** any person entitled to Indemnification under section 15 hereof.

**Initial Term:** defined in subsection 6(a).

**Interference:** defined in subsection 11(a)(i).

**Labeling Fee:** defined in section 9.

**Licensed Frequencies:** defined in subsection 11(a)(ii).

**Licensed Space:** Location of the Approved Equipment on the Tower and at the Ground Space as more specifically described in Exhibits A and B attached hereto.

**Licensed User:** defined in subsection 11(a)(iii).

**Licensee:** defined in the introductory paragraph.

**Licensor:** defined in the introductory paragraph.

**Monthly License Fee:** defined in subsection 5(a).

**MPE:** defined in section 25.

**Notice Address:** defined in section 18.

**NTP (Notice to Proceed):** Written notice from Licensor to Licensee acknowledging that all required documentation for the construction and installation of the Approved Equipment has been received and approved by Licensor and Licensee is authorized to commence its installation of the Approved Equipment at the Licensed Space, as more particularly set forth in section 10(a) of this Agreement.

**Party(ies):** Licensor or Licensee.

**Permitted Affiliate:** defined in section 19.

**Permitted Frequencies:** defined in section III on page 1.

**Priority User:** defined in subsection 11(a)(iv).

**Relocation Application Fee:** defined in section IV on page 1.

**Remittance Address:** defined in section II of page 1.

**Renewal Term(s):** defined in subsection 6(b).

**RF Emissions:** defined in section 25.

**Site Inspection Fee:** defined in section IV on page 1.

**SSIS:** defined in subsection 10(b).

**SSIS Fee:** defined in subsection 10(b).

**Structural Analysis Fee:** defined in subsection 10(b).

**Subsequent User:** defined in subsection 11 (a)(v).

**Term:** Initial Term and each Renewal Term which is effected pursuant to section 6 of this Agreement.

**Tower:** A communications or broadcast tower owned and operated by Licensor and located at the Tower Facility.

**Tower Facility:** Certain real property owned, leased, subleased, licensed or managed by Licensor shown on page 1 of this Agreement, on which a Tower owned, leased, licensed or managed by Licensor is located.

**Unlicensed Frequencies:** defined in subsection 11(a)(vi).

**Unlicensed User:** defined in subsection 11(a)(vii).

**Utility Fee:** defined in section IV on page 1.

**Work:** all work relating to the construction, installation, relocation and reconfiguration of Licensee's Approved Equipment on the Tower Facility, including without limitation, construction management, construction of an equipment pad, installation or modification of lines, antennas, shelters and equipment cabinets.

## Appendix II Insurance

A. LICENSOR shall maintain in full force during the Term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that LICENSEE will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against LICENSEE and shall name LICENSEE as an additional insured, and shall be primary over any insurance coverage in favor of LICENSEE but only with respect to and to the extent of the insured liabilities assumed by LICENSOR under this Agreement and shall contain a standard cross-liability endorsement.

B. LICENSEE shall maintain in full force during the Term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Space prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that LICENSOR will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against LICENSOR and shall name LICENSOR as additional insured, and shall be primary over any insurance coverage in favor of LICENSOR but only with respect to and to the extent of the insured liabilities assumed by LICENSEE under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.

**TOWER PROPERTY LEASE**

The parties, **Jim Wyatt, Lessor**, and **Boone County**, a Missouri first-class county, **Lessee**, enter this Lease on this 31<sup>ST</sup> day of May, 2016.

**1. Purpose and Property:** Lessor hereby leases to Lessee the as-built tower compound, including the radio tower, tower anchor points, shed, tower compound space, and utility access to the tower compound, to Lessee. The as-built tower compound is on property commonly known as 245 County Road 440, New Franklin, Missouri 65274, and can be more particularly located at the following coordinates: XCoord: -92.587735; YCoord: 38.993597. Lessee will use the demised premises exclusively to own and operate a communication facility. Lessor also leases to Lessee such easements as are reasonably necessary for utility access routes and service access to the above-described property.

**2. Term and Renewal:** The term of this agreement will be 10 years, commencing on November 1, 2015 and ending on October 31, 2025. Thereafter, the lease shall automatically renew for successive, one-year terms, with a three percent (3%) annual escalator applied to the annual rental amount, unless either party notifies the other in writing of their intent to terminate the Lease prior to the commencement of a new, one-year term.

**3. Rent:** The annual rent will be paid within sixty (60) day of the start of a new rental term, except for the first term which shall be paid within sixty (60) days of the date this Lease is executed, and shall be in the following amount as follows:

11/01/15 to 10/31/16	\$ 2,000.00
11/01/16 to 10/31/17	\$ 2,060.00
11/01/17 to 10/31/18	\$ 2,121.80
11/01/18 to 10/31/19	\$ 2,185.45
11/01/19 to 10/31/20	\$ 2,251.02
11/01/20 to 10/31/21	\$ 2,318.55
11/01/21 to 10/31/22	\$ 2,388.10
11/01/22 to 10/31/23	\$ 2,459.75
11/01/23 to 10/31/24	\$ 2,533.54
11/01/24 to 10/31/25	\$ 2,609.55

**4. Maintenance:** Lessee will be solely responsible for maintaining and mowing any areas on the property upon or within which Lessee places fencing or improvements, the staging area in front of the shelter compound, and any driving areas.

**5. Governmental Regulation:** Lessee will comply with all governmental regulations regarding the operation of the Communications Facility and tower ownership and radio operation.

**6. Taxes:** Lessor will pay all taxes, assessment, and liens associated with the property, while Lessee will pay all taxes, assessment, and liens associated with the Communications Facility, structures, improvements, radio tower, and attachments that may be levied against a governmental entity.

**7. Surrender of Property:** Upon expiration or termination of this Lease, Lessee will remove the tower steel, guys, and shed at Lessee's expense and return the property to Lessor.

**8. Destruction or Damage to Tower:** Should the facility be destroyed or substantially damaged, Lessee may terminate this Lease without cost or penalty within 60 days after such destruction or damages occurs by notifying Lessor of this termination in writing.

**9. Insurance:** Lessee will maintain general liability insurance in the amount of at least One Million Dollars until this Lease's expiration or termination.


**10. Termination:** Lessee may terminate this lease for any reason by giving Lessor 180 days notice in writing.

**11. Notices:** Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery, or certified mail (return-receipt requested) in a sealed envelope, postage prepaid, and addressed as follows:

- a. If to the Lessor:
  - i. Jim Wyatt, 245 County Road 440, New Franklin, Missouri 65274.
- b. If to the Lessee:
  - i. Boone County Joint Communications Director, 2145 E. County Drive, Columbia, Missouri 65202.

**IN WITNESS WHEREOF,** Landlord and Tenant have duly executed and delivered this Lease Amendment by their duly authorized signatories effective this 31<sup>ST</sup> day of May, 2016.

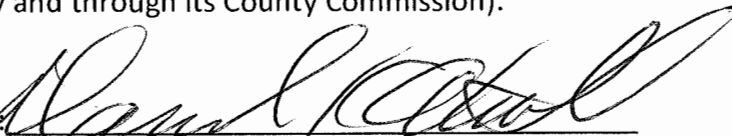
**LESSOR:**

  
Jim Wyatt

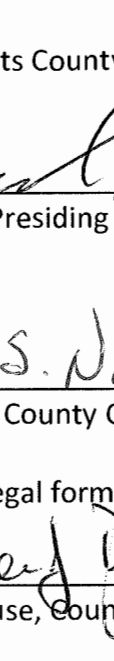


**LESSEE:**

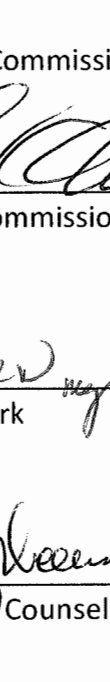
Boone County  
(By and through its County Commission):

By   
Daniel K. Atwill, Presiding Commissioner

**ATTEST:**


  
Wendy S. Noren, County Clerk

**Approved as to legal form:**

  
Charles J. Dykhouse, County Counselor

**Auditor 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 said appropriation sufficient to pay the costs arising from this contract for the budget year indicated below.

  
June Pitchford, Auditor 05/12/16  
Date  
2704-71500

## ANTENNA SITE LICENSE

**OWNER:** Coyote Hill Christian Children's Home

**LICENSEE:** Boone County, Missouri

**COMMENCEMENT DATE:** July 1, 2016 or upon execution by both parties of countersigned documents, whichever is sooner.

**LICENSED SITE ADDRESS:** Northeast corner of County Road 108 (Coyote Hill Road) and County Road "Y", Howard County, MO, more specifically at a location 39-09-54.4 north, 92-29-00 west which is the address of 610 State Route Y, Harrisburg, MO 65256.

It is agreed by and between the parties as follows:

1. **License of Site.** During the Term hereof, Owner grants a license to Licensee to install, operate and maintain, at Licensee's expense and risk, public safety land mobile two-way radio transmitting and receiving equipment and antennas including a shelter and self-supporting radio tower (collectively, the "**Equipment**") at the Licensed Site. Licensee shall at all times have the unrestricted right to enter or leave the Licensed Site with full and complete access to its Equipment on a 24-hour, seven (7) day per week basis. Licensee agrees to take at its own expense all measures and precautions necessary to render the Equipment inaccessible to unauthorized persons. Owner agrees that Owner will not give unauthorized persons access to the Equipment.
2. **License Fee.** The license fee is waived by Owner.
3. **License Term.** The term of this license shall be five (5) years, commencing on July 1, 2016 and expiring on June 30, 2021. Thereafter, this License shall automatically renew for successive, one-year periods, until such time as the License is terminated as contemplated in paragraph 4 below.
4. **Termination and Cancellation.** This license may be terminated by either party by giving one hundred eighty (180) days written notice to the other party.
5. **Removal of Equipment.** Unless otherwise mutually agreed by the parties, Licensee shall remove all of the Equipment (tower steel, guys, and shed) prior to the end of the Term and shall leave the Licensed Site in substantially the same condition that existed as of

the date of this License, except for ordinary wear and tear and occurrences for which Licensee is not responsible hereunder.

6. **Site Condition.** Licensee takes the Site as it finds it and Owner shall have no responsibility for its condition or any damage suffered by Licensee or any other person due to such condition.
7. **Indemnification.** To the extent allowed under Missouri law, Licensee shall indemnify and hold Owner harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Licensed Site or Owner's surrounding property by Licensee or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Owner or his employees or agents. To the extent allowed under Missouri law, Owner shall indemnify and hold Licensee harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Licensed site or Owner's surrounding property by Owner or his employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Licensee or its employees or agents.
8. **Installation of Equipment.** Licensee agrees to install its Equipment in accordance with specific direction and approval of Owner, such approval to not be unreasonably withheld. Licensee will provide its own equipment shelter, nominal 10' x 16', propane fueled generator and self supporting communication tower all of which will be located within a fenced compound with crushed rock base access driveway.
9. **Operation of Equipment.** Licensee will install, operate and maintain its Equipment in accordance with applicable laws and regulations so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any other radio or television transmitting or receiving equipment whether or not such equipment is located on the Licensed Site. In the event that Licensee's Equipment causes interference with other radio or television transmissions, Licensee will promptly take all reasonable steps necessary to correct and eliminate the same. If Licensee is unable to eliminate the interference within a reasonable period of time, Licensee agrees to remove the Equipment from the Licensed Site and this License shall be terminated.
10. **Assignment.** Licensee shall not assign this License to future affiliates, subsidiary, or alternate political jurisdiction without Owner's written permission, which shall not be

unreasonably withheld. Owner may assign this license to future affiliates, subsidiary, or alternate political jurisdiction.

11. **Utility Service.** Licensee agrees, at Licensee's sole cost and expense, to pay for any telephone, electric, or other utility service required for the operation of its Equipment.
12. **Notices.** Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery, or certified mail (return-receipt requested) in a sealed envelope, postage prepaid, and addressed as follows:
  - a. If to the Owner:
    - i. Coyote Hill Christian Children's Home, PO Box 1, 9501 W. Coyote Hill Road, Harrisburg, Missouri 65256. Office: 573-874-0179; Larry McDaniel, Executive Director: 573-819-6701.
  - b. If to the Licensee:
    - i. Joint Communications Director, 2145 E. County Drive, Columbia, Missouri 65202.
13. **Waiver.** Failure or delay on the part of Owner or Licensee to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.
14. **Prior Negotiations.** This License constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supercede all prior offers, negotiations, and agreements.
15. **Amendment.** No revision of this Agreement shall be valid unless made in writing and signed by duly authorized officers or representatives of Owner and Licensee.
16. **Owner's Representations.** Owner represents and warrants that he owns the Licensed Site and has full authority to execute and deliver this License.
17. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this License as of the 31<sup>ST</sup> day of May, 2016.

**OWNER:**

Coyote Hill Christian Children's Home

By:



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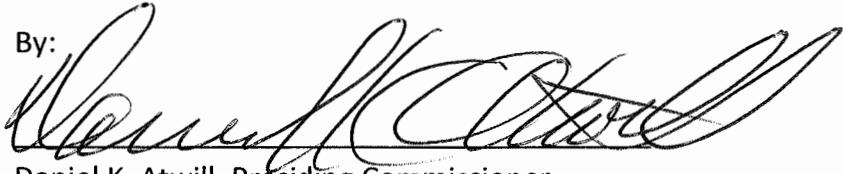
Larry McDaniel, Executive Director

**LICENSEE:**

Boone County

(By and through its County Commission):

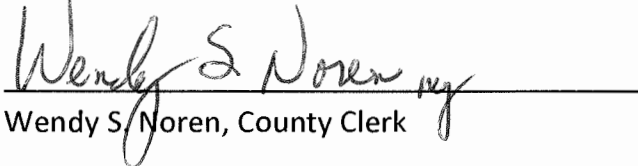
By:



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Daniel K. Atwill, Presiding Commissioner

**ATTEST:**



---

Wendy S. Noren, County Clerk

Approved as to legal form:



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Charles J. Dykhouse, County Counselor

**Auditor 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 said appropriation sufficient to pay the costs arising from this contract for the budget year indicated below.

*June Pitchford by jg 05/12/16*  

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June Pitchford, Auditor Date  
*No Encumbrance Required*

**ANTENNA SITE LICENSE**

**OWNER:** Curators of the University of Missouri

**LICENSEE:** Boone County, Missouri

**COMMENCEMENT DATE:** May 1, 2016 or upon execution by both parties of countersigned documents, whichever is sooner.

**LICENSED SITE ADDRESS:** KOMU-TV, 5550 US 63 Highway South, Columbia, Missouri 65201.

It is agreed by and between the parties as follows:

1. **License of Site.** During the Term hereof, Owner grants a license to Licensee to install, operate and maintain, at Licensee's expense and risk, public safety land mobile two-way radio transmitting and receiving equipment and antennas including a shelter and self-supporting radio tower (collectively, the "**Equipment**") at the Licensed Site. Licensee shall at all times have the unrestricted right to enter or leave the Licensed Site with full and complete access to its Equipment on a 24-hour, seven (7) day per week basis. Licensee agrees to take at its own expense all measures and precautions necessary to render the Equipment inaccessible to unauthorized persons. Owner agrees that Owner will not give unauthorized persons access to the Equipment.
2. **License Fee.** Within thirty (30) days after the Commencement Date of this License, Licensee shall pay Owner the License Fee for the full month of the Term. The License Fee for each subsequent month shall be due and payable in full by not later than the first day of that month. The License Fee shall be Three Hundred Fifteen Dollars (\$315.00) per month.
3. **License Term.** The term of this license shall be five (5) years, commencing on May 1, 2016 and expiring on April 30, 2021.
4. **Termination and Cancellation.**
  - a. **Termination for Convenience:** This license may be terminated by either party by giving ninety (90) days written notice to the other party.
  - b. **Termination for Funding:** This license may be terminated at any time if sufficient funding is not appropriated for the purposes of this Agreement during Licensee's annual budget process.



5. **Removal of Equipment.** Unless otherwise mutually agreed by the parties, Licensee shall remove all of the Equipment prior to the end of the Term and shall leave the Licensed Site in substantially the same condition that existed as of the date of this License, except for ordinary wear and tear and occurrences for which Licensee is not responsible hereunder.
6. **Site Condition.** Licensee takes the Site as it finds it and Owner shall have no responsibility for its condition or any damage suffered by Licensee or any other person due to such condition.
7. **Indemnification.** To the extent allowed under Missouri law, Licensee shall indemnify and hold Owner harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Licensed Site or Owner's surrounding property by Licensee or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Owner or his employees or agents. To the extent allowed under Missouri law, Owner shall indemnify and hold Licensee harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Licensed site or Owner's surrounding property by Owner or his employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Licensee or its employees or agents.
8. **Installation of Equipment.** Licensee agrees to install its Equipment in accordance with specific direction and approval of Owner, such approval to not be unreasonably withheld. Licensee will provide its own equipment shelter, nominal 10' x 16', which will be located and installed at the Site.
9. **Operation of Equipment.** Licensee will install, operate and maintain its Equipment in accordance with applicable laws and regulations so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any other radio or television transmitting or receiving equipment whether or not such equipment is located on the Licensed Site. In the event that Licensee's Equipment causes interference with other radio or television transmissions, Licensee will promptly take all reasonable steps necessary to correct and eliminate the same. If Licensee is unable to eliminate the interference within a reasonable period of time, Licensee agrees to remove the Equipment from the Licensed Site and this License shall be terminated.

10. **Assignment.** Licensee shall not assign this License to future affiliates, subsidiary, or alternate political jurisdiction.
11. **Electrical Service.** Owner agrees to furnish and pay for the electric service to operate Licensee's equipment and equipment shelter, such cost and expense to be considered part of the License Fee.
12. **Telephone Service.** Licensee agrees, at Licensee's sole cost and expense, to pay for any telephone service required for the operation of its Equipment.
13. **Damage to Licensed Site.** If the Licensed Site or any portion thereof is damaged for any reason so as to render the Licensed Site unusable for Licensee's intended purpose, the License Fee shall abate for such period as Licensed Site is unusable. In addition, Licensee may, at its option, elect to terminate this License by providing written notice of its intent to do so.
14. **Notices.** Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery, or certified mail (return-receipt requested) in a sealed envelope, postage prepaid, and addressed as follows:
  - a. If to the Owner:
    - i. MU Business Services, 311 Jesse Hall, Columbia, Missouri 65211-1240.
  - b. If to the Licensee:
    - i. Joint Communications Director, 2145 E. County Drive, Columbia, Missouri 65202.
15. **Waiver.** Failure or delay on the part of Owner or Licensee to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.
16. **Prior Negotiations.** This License constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supercede all prior offers, negotiations, and agreements.
17. **Amendment.** No revision of this Agreement shall be valid unless made in writing and signed by duly authorized officers or representatives of Owner and Licensee.
18. **Owner's Representations.** Owner represents and warrants that he owns the Licensed Site and has full authority to execute and deliver this License.



19. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this License as of the 31<sup>ST</sup> day of May, 2016.

**OWNER:**

The Curators of the University of Missouri

BY:

[Signature]  
Lisa J. Wimmenauer, Assoc. Director, Business Services

Approved as to legal form:

[Signature] 4/5/16  
UM System Counsel

**LICENSEE:**

Boone County

(By and through its County Commission):

BY:

[Signature]  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

[Signature]  
Wendy S. Noren, County Clerk

Approved as to legal form:

[Signature]  
Charles J. Dykhouse, 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.

[Signature] 05/12/16  
Auditor Date  
2704-71500

# CERTIFIED COPY OF ORDER

May Session of the April Adjourned

Term. 20 16

STATE OF MISSOURI }  
County of Boone } ea.

In the County Commission of said county, on the

31st

day of

May

20

16

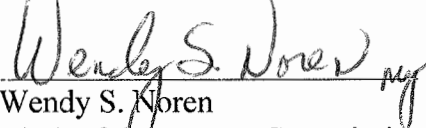
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the request to hire above the authorized transfer salary for position number 212, Accountant, and does hereby authorize an appropriation of \$52,000 for the salary of said position.

It is furthered ordered that the Boone County Commissioners are hereby authorized to sign the attached Request to Hire Above Flexible Hiring Maximum form.

Done this 31st day of May, 2016.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Karen M. Miller  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

# REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 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 salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority. **FHR**
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee CAROLINE KOBE Department TREASURER

Position Title ACCOUNTANT Position No. 212

Proposed Starting Salary (complete one only) Annual: 52,000.00 % of Mid-Point 102.9%  
OR Hourly: \$25.00 % of Mid-Point \_\_\_\_\_

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)

5 years progressively responsible auditing experience  
CPA credentials (CRS)

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:

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

NO EFFECT IN MY OFFICE. I FEEL NO EFFECT SHOULD BE FELT IN OTHERS OFFICES BUT I CAN NOT ALWAYS PREDICT INDIVIDUAL AGENDAS.

Additional comments:

PLEASE SEE ATTACHED

Administrative Authority's Signature: Thom Drough Date: 5/18/16

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: Jane Pitchford by NA, Ongoing annual increase to Budget: \$4,898 Date: 5-20-16

\*No revision needed at this time due to the duration of vacancy. <sup>proving</sup> Subsequent yr. budgetary impact is annual ↑ of \$4,891

Human Resource Director's Recommendations:

Position likely to be reclassified to Accountant II in 2017, range 40-41 would be below midpoint of new range. 29K above other Accountant II position

Human Resource Director's Signature: [Signature] Date: 5/23/16

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

Presiding Commissioner's Signature: [Signature] Date: 5/13/16

District I Commissioner's Signature: [Signature] Date: 5/31/16

District II Commissioner's Signature: [Signature] Date: 5/31/16

# Boone County Human Resources

Jenna Redel  
Director, Human Resources  
and Risk Management



613 E. Ash Street  
Columbia, MO 65201  
Phone: (573) 886-4405  
Fax: (573) 886-4444

May 26, 2016

In preparation for the Commission's review of the Treasurer's request to hire about the FHR for his Accountant position, I have gathered the following information:

- Offices with Accountant positions
  - Treasurer
  - Collector
  - Auditor
  
- Salary for current Accountant employees
  - **Treasurer**- \$52,000 (requested)
  - **Collector**- \$42,972 (hired 11/16/15)
  - **Auditor**- \$42,972 (hired 9/29/14)
  
- Application/Resume information for Accountant employees
  - **Treasurer**- Bachelor's Degree (Univ. of Mo)-Accounting (2009) Master's Degree (Univ. of Mo.)-Accounting (2009)- ~5 years experience in auditing with Williams Keepers, LLC.
  
  - **Collector**- Bachelor's Degree in Business- (Columbia College)Accounting Emphasis (2011)- ~16 years accounting experience with the State of Missouri
  
  - **Auditor**- Bachelor's Degree in Business Admin. (Truman)- Finance Emphasis (2013). ~6 months prior experience in the Auditor's Office

Best Regards,

Jennifer Redel



## **BOONE COUNTY Treasurer Accountant Position**

### **Benefits of Filling Treasurer's Accountant Position with an experienced CPA:**

1. Each of the processes in the Treasurers office can be scrutinized and evaluated with regard to Best Practices and overall legitimacy. There are certainly procedures that can be improved with this type of resource available.
2. The other staff in the Treasurer's office can be trained and directed with the same Best Practices frame of mind. This improves their output and skill sets.
3. Having another person, besides the Treasurer, understand the Investments will be a great benefit to Investment decision making and tracking. Cash management, which is one of the most difficult parts of the Treasurer's job, could be significantly improved as well.
4. This will be another very informed resource for the ERP software selection team.
5. The overall image of the Treasurer's office is improved with the validity and credibility that comes with a CPA. The overall accuracy of the Treasurer's office output is very likely to improve.



## BOONE COUNTY JOB DESCRIPTION

<b>JOB TITLE:</b> <u>Accountant</u>	<b>NEW:</b> <input type="checkbox"/>	<b>REVISED:</b> <input checked="" type="checkbox"/> <small>(Please check one)</small>
<b>REPORTS TO:</b> <u>Treasurer</u>	<b>FLSA:</b> <u>Non-Exempt</u>	<b>DATE:</b> <u>05/16</u>
<b>DEPARTMENT:</b> <u>Treasurer</u>	<b>JOB CODE:</b> 203	

### **DEFINITIONS:**

With general supervision, performs professional accounting work such as maintaining ledgers, analyzing account information, preparing and analyzing budgets, reconciling accounts and preparing financial reports.

**ESSENTIAL FUNCTIONS:** *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is **not** a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

Assists in development of accounting policies and procedures and advises departments; assists departmental staff with use of on-line accounting/budgeting procedures; reviews daily accounting systems reports for verification; performs month-end closing, including review of balance sheet accounts; assists with year-end closing, year-end accrual, year-end balance sheets, and budget reports; prepares reports and schedules for outside auditors and works with staff to coordinate audit functions and compile final reports.

Updates bank reconciliation and balance ledgers; balance cash for all county funds; tracks investment-calculated interest earned for each fund; prepares monthly statements for outside entities; calculates bond principle and interest payments for all accounts; calculates interest for inter-fund borrowing; calculates all financing for Neighborhood Improvement Districts.

Tracks Credit Card payments; processes payment requisitions, journal entries, budget revisions/amendments; checks payroll and ACH transfers; balances and remits monthly retirement contributions.

**KNOWLEDGE AND SKILL:**

1. Considerable knowledge of Generally Accepted Accounting Principles
2. Considerable knowledge of Boone County policies and procedures.
3. Considerable knowledge of automated accounting systems
4. Skill in the use of personal computers, especially of spreadsheet software.
5. Skill in analysis, problem solving, and mathematics.
6. Skill in developing and maintaining cooperative working relationships with other County Departments.
7. Skill in written and oral communication.
8. Considerable skill in cash handling
9. Skill in dealing with the public in a professional and courteous manner.

**MINIMUM QUALIFICATIONS:**

Bachelor's degree in Accounting or related field and three years' governmental accounting experience or equivalent combination of education and experience.

**APPROVALS:**

Administrative Authority: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

HR Director: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

# Anticipated Costs for Accountant Position hired above FHR

Prepared by: Heather Acton, Auditor's Office 5/20/2016

Accountant , range of 37 @ budgeted amount @ \$22.82/hr							
Account	Budget Hours	Rate	Total Cost	Actual	Original Budget	Remaining Budget	
10100 Salary & Wages	746.69	22.82	17,039.47	17,040	47,465	30,425	
10200 FICA		0.0765	1,303.52	1,304	3,631	2,327	
10300 Health Ins	4 months	5820	1,940.00	1,940	5,820	3,880	
10325 Disability Ins		0.0038	64.75	65	187	122	
10350 Life Ins	4 months	48	16.00	16	48	32	
10375 Dental Ins	4 months	420	140.00	140	420	280	
10400 Workers Comp		0.0017	28.97	29	84	55	
10500 401A Match	9 pay periods	25	225.00	225	650	425	
<b>Total</b>			<u>20,757.70</u>	<u>\$ 20,759</u>	<u>58,305</u>	<u>37,546</u>	

Accountant , range of 37 @ 103% of Mid-point \$25.00/hr w/anticipated hire date of June 13, 2016					
Account	Budget Hours	Rate	Total Cost		Budget
10100 Salary & Wages	1120	25.00	28,000.00		28,000
10200 FICA		0.0765	2,142.00		2,142
10300 Health Ins	6 months	5820	2,910.00		2,910
10325 Disability Ins		0.0038	106.40		107
10350 Life Ins	6 months	48	24.00		24
10375 Dental Ins	6 months	420	210.00		210
10400 Workers Comp		0.0017	47.60		48
10500 401A Match	14 pay periods	25	350.00		350
<b>Total</b>			<u>33,790.00</u>		<u>\$ 33,791</u>

Accountant , range of 37 @ 103% of Mid-point \$25.00/hr (annual increase)					
Account	Budget Hours	Rate	Total Cost		Budget
10100 Salary & Wages	2080	25.00	52,000.00		52,000
10200 FICA		0.0765	3,978.00		3,978
10300 Health Ins	12 months	5820	5,820.00		5,820
10325 Disability Ins		0.0038	197.60		198
10350 Life Ins	12 months	48	48.00		48
10375 Dental Ins	12 months	420	420.00		420
10400 Workers Comp		0.0017	88.40		89
10500 401A Match	26 pay periods	25	650.00		650
<b>Total</b>			<u>63,202.00</u>		<u>\$ 63,203</u>

On-going annual increase to the budget \$ 4,898



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

31st

day of

May

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Oklahoma Cooperative Contract SW 190 to purchase one (1) John Deere Z960M Commercial Mower from Deere & Company using local distributor Farm & Power – Lawn & Leisure of Columbia, MO.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 31<sup>st</sup> day of May, 2016.

ATTEST:

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

[Signature]  
Daniel K. Atwill

Presiding Commissioner

[Signature]  
Karen M. Miller

District I Commissioner

[Signature]  
Janet M. Thompson

District II Commissioner

# Boone County Purchasing

**Phil Fichter**  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Phil Fichter  
DATE: May 23, 2016  
RE: **Cooperative Contract: State of Oklahoma Contract SW 190**

Facilities Maintenance requests permission to utilize the **State of Oklahoma Contract SW 190** to purchase one (1) new John Deere Z960M Commercial Mower from Deere & Company – Farm & Power – Lawn & Leisure as the local distributor, Columbia, MO.

Total cost of contract is \$9,385.53 and will be paid from department 6104 – Facilities Maintenance, account 91300 – Machinery & Equipment. This is a new purchase; there will be no disposal form for replacement machinery or equipment.

cc: Jody Moore - FM  
Contract File

**PURCHASE AGREEMENT  
FOR  
John Deere ZTrack Commercial Mower**

**THIS AGREEMENT** dated the 31<sup>st</sup> day of May 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Deere & Company** herein "Vendor."

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

B.S.  
17 May 16  
P.F. 23 May 16

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a **commercial mower** in compliance with all bid specifications and any addendum issued for the **State of Oklahoma Contract SW 190, Deere & Company** quote dated **March 7, 2016** and Boone County Standard Terms and Conditions. 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, this Purchase Agreement, the **State of Oklahoma Contract SW 190** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

B.S. 17 May 16  
P.F. 23 May 16

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) new **commercial mower** as follows:

- John Deere Z960M commercial ZTrack Mower**
- 24X12X12 Pneumatic Turf Tire for 72"
- 72 inch 7-Iron PRO Side Discharge Mower Deck
- Deluxe Comfort Seat with Armrests
- Seat ISO Kit

---

**Total** **\$9,385.53**

3. **Delivery** - Vendor agrees to deliver **commercial mower**, complete with all equipment quoted and installed, ready to put in service, **within 120 calendar days** after receipt of order. Delivery shall be FOB Destination – with freight charges fully included and prepaid. The seller pays and bears the freight charges. Delivering Dealer - Farm & Power- Lawn & Leisure, Inc.; Columbia, MO will contact Boone County Facilities Maintenance to schedule delivery by calling 573-886-4400.

4. **Title** – If applicable, title in the name of: Boone County **Facilities Maintenance**. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the **Facilities Maintenance** and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. 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 Vendor, 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.

6. **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.

7. **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 if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

**DEERE & COMPANY**

by Becki Shadmani  
title Contract Administrator

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

by: [Signature]  
County Counselor

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

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.)

Jane E. Pitchford  
Signature by ajp

5/24/16  
Date

**6104-91300 - \$9,385.53**

Appropriation Account

## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to

a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 Farm&power-lawn&leisure,inc.  
 1702 Business Loop 70 East  
 Columbia, MO 65205  
 573-442-1139  
 xfarmpowerlawn@mchsi.com

**Quote Summary**

**Prepared For:**  
 Boone County Facilities Maintenance  
 2nd Floor  
 601 E Walnut St  
 Columbia, MO 65201  
 Business: 573-886-4400

**Delivering Dealer:**  
**Farm&power-lawn&leisure,inc.**  
 Gary Werkmeister  
 1702 Business Loop 70 East  
 Columbia, MO 65205  
 Phone: 573-442-1139  
 xfarmpowerlawn@mchsi.com

**Quote ID:** 12898978  
**Created On:** 07 March 2016  
**Last Modified On:** 11 March 2016  
**Expiration Date:** 30 April 2016

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z960M Commercial ZTrak	\$ 12,189.00	\$ 9,385.53 X	1 =	\$ 9,385.53
<b>Contract:</b> MO OK Piggyback_SW1960	<i>17 May 16</i>			
<b>Price Effective Date:</b> March 7, 2016	<i>B.S.</i>			
	<i>P.F. 23 May 16</i>			
<b>Equipment Total</b>				<b>\$ 9,385.53</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 9,385.53
Trade In	
<b>SubTotal</b>	<b>\$ 9,385.53</b>
Total	\$ 9,385.53
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 9,385.53</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 12898978

**Customer Name:** BOONE COUNTY FACILITIES MAINTENANCE

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

 Farm&power-lawn&leisure,inc.  
 1702 Business Loop 70 East  
 Columbia, MO 65205  
 573-442-1139  
 xfarmpowerlawn@mchsi.com

## JOHN DEERE Z960M Commercial ZTrak

**Contract:** MO OK Piggyback\_SW1980  
**Price Effective Date:** March 7, 2016

*B.S. 17 May 16*  
*P.F. 23 May 16*
**Suggested List \***  
 \$ 12,189.00  
**Selling Price \***  
 \$ 9,385.53

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2230TC	Z960M Commercial ZTrak	1	\$ 11,649.00	23.00	\$ 2,679.27	\$ 8,969.73	\$ 8,969.73
<b>Standard Options - Per Unit</b>							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1037	24x12x12 Pneumatic Turf Tire for 72" Decks	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1506	72 In. 7-Iron PRO Side Discharge Mower Deck	1	\$ 540.00	23.00	\$ 124.20	\$ 415.80	\$ 415.80
2000	Deluxe Comfort Seat with Armrests	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 540.00</b>		<b>\$ 124.20</b>	<b>\$ 415.80</b>	<b>\$ 415.80</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
2001	SEAT ISO KIT	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Dealer Attachments Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Suggested Price</b>							<b>\$ 9,385.53</b>
<b>Total Selling Price</b>			<b>\$ 12,189.00</b>		<b>\$ 2,803.47</b>	<b>\$ 9,385.53</b>	<b>\$ 9,385.53</b>





State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Notice of Statewide  
Contract Award

*Official signed contract documents are on file with OMES-Central Purchasing.*

**Contract Title:** Agriculture, Trees and Brush Maintenance Equipment

**Statewide Contract #:** SW 1960 B.G. 17 May 16  
P.F. 23 May 16

**Contract Issuance Date:** 01/15/2015

**Total Number of Vendors:** Several (For details see: Vendor Information Sheet)

**Contract Period:** 01/15/2015 through 01/14/2016

**Agreement Period:** 01/15/2015 through 01/14/2018

**Authorized Users:** This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes also allow Counties, School Districts and Municipalities to use this contract as well as State entities other than the State of Oklahoma if statutes allow for it.

**Contract Priority:** Mandatory

**Type of Contract:** Fixed Price

**OMES-CP Contact:** Joyce Leivas

Phone: 1 - 405 - 5212479

**Title:** Contracting & Procurement  
Officer

Fax: 1 - 405 - 5214475

E-mail: [joyce.leivas@omes.ok.gov](mailto:joyce.leivas@omes.ok.gov)

See Vendor documents for contact and ordering information and equipment offered. If the prices are not posted with the vendor's documents, the customer will need to contact the vendor for information about the product the customer is interested in. Customers are encouraged to research their needs to ascertain which type of equipment they need to purchase.

## **B. SPECIAL PROVISIONS**

### **B.1. Type of Contract**

- B.1.1.** This will be a mandatory statewide contract that is available to all state agencies. Other government entities may avail themselves of this contract, including those in other states if their statutes allow for the use of other states contracts, sometimes known as "piggybacking".
- B.1.2.** All state agencies must use the contract for the products specified herein unless the ordering agency has received a written exception from the contracting Officer. The State of Oklahoma reserves the right to conduct separate procurements to establish contracts for the same or similar products for any agency's specific needs.
- B.1.3.** The State of Oklahoma shall not guarantee any minimum or maximum amount under this contract, also known as an indefinite quantity contract.
- B.1.4.** This contract will be for the purchase of equipment, warranty work and parts.
- B.1.5.** This contract may be awarded to multiple vendors for a variety of brands and manufacturers.

### **B.2. Contract Period**

This Contract is for Date of Award through one year with the option to renew for up to two (2) additional one year periods.

### **B.3. Extension of Contract**

The State may extend the term of this contract for up to 90 days if mutually agreed upon by both parties in writing.

### **B.4. Authorized Users**

This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes also allow Counties, School Districts, Tribes and Municipalities to use this contract as well as State entities other than the State of Oklahoma if statutes allow for it.

### **B.5. Gratuities**

The right of the successful vendor to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful vendor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.

### **B.6. Travel**

No reimbursable travel is contemplated under the terms of this contract.

### **B.7. Energy Conservation**

Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings such as brochures, specifications, and descriptions of equipment that indicate environmentally friendly construction/usage..

### **B.8. Conflict of Interest**

The RFP is subject to the provisions of the Oklahoma Statutes. All Vendors must disclose the name of any officer, director or agent who is also an employee of the State of Oklahoma or any of its agencies. Further all Vendors must disclose the name of any State Employee who owns, either directly or indirectly, an interest of five percent (5%) or more in the Vendor firm or any of its branches.

### **B.9. Patents and Royalties**

The Vendor without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

### **B.10. Property loss**

The Vendor shall reimburse the government entity for such property loss or damage caused by Vendor, its employees or for anyone whose acts the Vendor may be liable.

## **B.11. Contract Management Fee**

- B.11.1.** As provided by State Statute 85.33A, the Department of Central Services will assess a Contract Management Fee of 1% of total contract sales to all government entities. Awarded Vendor(s) shall remit payment of the fee on a quarterly basis in conjunction with the quarterly sales report. The fee amount is not to be invoiced to any contract users, either as an item on a sales invoice or by any other means. Delinquency in payment may be considered cause for contract termination.
- B.11.2.** Vendor shall make payment by company check to DCS-Central Purchasing Division within 30 days of the completion of the quarterly reporting period. To ensure the payment is credited properly, the Vendor must identify the check as "Contract Management Fee" and include the Statewide Contract Number and title information with payment. The Contract Management Fee shall be mailed to:

**Attention: Joyce Leivas**  
2401 N Lincoln Blvd  
Ste 116  
Oklahoma City, OK 73105

## **B.12. Contract Usage Reporting Requirements**

- B.12.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, and Municipalities. Items sold should be itemized in order for the Contracting Officer to ascertain what type of equipment is being purchased.
- B.12.2.** Reports shall be submitted quarterly regardless of quantity. A standardized form has been developed for Vendor use.
- B.12.3.** If there are no sales reported by the vendor during the contract term, or if the vendor fails to report sales that have been discovered through state purchasing reports, the State reserves the right to terminate the contract.

**Usage reports shall be sent electronically, by email to [Joyce.Leivas@omes.ok.gov](mailto:Joyce.Leivas@omes.ok.gov) or by regular U S Mail only if unable to provide electronically, to:**

2401 N Lincoln Blvd  
Ste 116  
Oklahoma City, OK 73105

**within 30 days of completion of each quarterly reporting period.**

- B.12.3.1.** 1<sup>st</sup> Quarter: January 1 through March 31...so due by the end of April
- B.12.3.2.** 2<sup>nd</sup> Quarter: April 1 through June 30...so due by the end of July
- B.12.3.3.** 3<sup>rd</sup> Quarter: July 1 through September 30...so due by the end of October
- B.12.3.4.** 4<sup>th</sup> Quarter: October 1 through December 31...so due by the end of January

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Scope**

- C.1.1.** The State of Oklahoma Central Purchasing Division is charged with developing statewide contracts for all government entities to use that have been competitively solicited for the best possible pricing or percentage discount off pricing based on high volume purchasing. Multi-unit discounts are encouraged. This contract's main customer base will be state agencies, cities and municipalities and counties.
- C.1.2.** The purpose of this competitive solicitation is to develop a "catalog discount" contract to provide for equipment to be made available for purchase on a statewide basis. Manufacturers as well as Dealers are encouraged to bid directly on the contract, as this will be a multiple award contract for both equipment and warranty work with replacement parts.
- C.1.3.** We have determined that the best pricing structure for this type of contract is a simple "percentage off" of the current dated manufacturer's government or commercial catalog or price list with a copy

of the catalog pricing page or price list to be made available to the purchaser for their accounting divisions at the time of order.

## **C.2. Authorized Representative**

- C.2.1.** Vendors may offer any brand for which they are an authorized dealer, distributor or service representative. A current, dated, and signed letter of authorization from the manufacturer that states the Vendor is an authorized distributor, dealer, or service representative and is authorized to sell the manufacturer's products in the State of Oklahoma is to be submitted with the response.
- C.2.2.** If the Manufacturer is responding to this solicitation, please submit a list of authorized dealers, distributors or service representatives located in the State of Oklahoma and the product line you are the manufacturer of.

## **C.3. Licensing**

Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes. (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62) Vendor certifies by submission of a response that all required Oklahoma Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Response. It is the Vendor's responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the contract and to furnish copies at any time upon request by Central Purchasing. If the Vendor does not maintain current licensing, Central Purchasing may immediately terminate the contract upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.

## **C.4. Warranty-Equipment/Options/Accessories/Attachments**

- C.4.1.** The Successful Vendor agrees the products furnished under this contract shall be covered by all commercial warranties the contractor provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.
- C.4.2.** The Vendor warrants that at the time of delivery, all equipment and purchased under this contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this contract.
- C.4.3.** All warranty work performed and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the agency contact person prior to installation.
- C.4.4.** Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The Vendor shall be required to make repairs or corrections at no additional cost to the agency.
- C.4.5.** Vendor shall furnish a copy of their warranty applicable for the equipment.
- C.4.6.** All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.
- C.4.7.** Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the government entity requesting the service. The following information shall be provided in order to determine ownership of the equipment:
  - C.4.7.1.** Name of government entity and division, if applicable.
  - C.4.7.2.** Make, Model, and VIN of equipment
  - C.4.7.3.** Control number of government entity (Inventory number)
  - C.4.7.4.** Repairs made that are covered by a warranty shall not be paid for by the government entity.
  - C.4.7.5.** The Vendor shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.
  - C.4.7.6.** All persons utilized in the performance of this contract shall be employees of the Vendor and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.

- C.4.8. Equipment that will remain in the Vendor's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Vendor shall be responsible for the proper care and custody of any state owned equipment in the Vendor's possession.

**C.5. Insurance**

- C.5.1. Prior to the commencement of this contract, the Vendor shall obtain and keep in full force and effect until the termination of this contract, insurance coverage with an insurance company licensed and qualified under the laws of Oklahoma.
- C.5.2. The Vendor shall maintain insurance coverage in an amount not less than \$500,000 at all times during the entire term of this contract. The following types of risks shall be covered in the Vendor's policy:
  - Worker's Compensation Insurance and employer's liability insurance sufficient to cover Vendor's employees as required by the State of Oklahoma.
  - Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
  - Commercial Automobile Insurance, hired and non-owned.
  - Garage keepers Liability Insurance.
  - Commercial Property Coverage.

**C.6. Quality of Parts**

- C.6.1. Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the agency contact person.
- C.6.2. After Market Repair parts must be equal to, or exceed original equipment manufacturer's specifications.
- C.6.3. Repair parts must be packaged and distributed under their respective nationally known name brands.
- C.6.4. All rebuilt or remanufactured parts must meet the same requirements as listed above.
- C.6.5. Some repair parts may be required to be original equipment manufacturer repair parts. Vendors must carry a complete line of OEM parts for all models of equipment they carry.
- C.6.6. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

**C.7. Warranty-Parts**

- C.7.1. Vendors are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to government Entities.
- C.7.2. Vendor shall correct ordering errors without further cost to the ordering entity.
- C.7.3. A copy of the Warranty shall be included for replacement parts purchased.

**C.8. Repair Facilities**

Repair facilities that will perform the warranty work of items on contract shall be identified on the Pricing Page.

**C.9. Ordering**

- C.9.1. No minimum orders will be considered under this contract.
- C.9.2. Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the manufacturer/dealer for the basic equipment being purchased.
- C.9.3. Vendors shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.
- C.9.4. Any trade-in allowances determined by the dealer shall be deducted from the established current price after the discount is applied. The formula will be to deduct the discount from the established current price and then take off the trade-in allowance.

Example: List price is \$17,199, and the discount is 23% and the trade-in is \$6,000.  $\$17,199 - 23\% = \$13,243.23$ .  $\$13,243 - \$6000 = \$7,243.23$ , final price.

**C.9.5. Customer Responsibility**

**C.9.5.1.** The Customer is responsible for being familiar with all of the contract terms and conditions.

**C.9.5.2.** The Customer should base their purchasing decision on the best value offered by a vendor. Careful evaluation of the pricing, services available, and comparison of product and options and accessories specifications are the responsibility of the customer. For auditing purposes all documentation concerning the selection of the product should be maintained in the customer's purchasing files.

**C.9.6. Material Safety Data Sheets**

**C.9.6.1.** Vendor shall furnish any required Material Safety Data Sheets or a composite concentration list prior to contract award, with the product invoice, **or** at the request of Central Purchasing.

**C.9.7. Catalogs and Price Sheets**

**C.9.7.1.** Vendors shall provide catalogs and current price lists at no charge upon customer or Contracting Officer's request.

**C.9.8. Equipment Operation and Repair Manuals**

**C.9.8.1.** All equipment shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list. If other manuals are required by the customer, they shall be offered at the discount offered in the Price Sheets.

**C.10. Invoices**

To ensure prompt payment, the invoice shall include the following information:

**C.10.1.** Purchase order number if applicable.

**C.10.2.** Make, model, and VIN number of equipment.

**C.10.3.** Name of government entity.

**C.10.4.** Description of equipment purchased or warranty services performed and/or parts, material and supplies provided.

**C.10.5.** The Manufacturer's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals, and the final total price for each item delivered.

**C.10.6.** The copy of the current, dated manufacturer's Price List showing the price of the equipment if requested by the ordering party for their accounting purposes.

**C.10.7.** Name of company who provided the products/services.

**C.10.8.** Payment remittance address.

**C.10.9.** Payment made by government agencies will be made by the procurement card that is issued by the State or Purchase Orders. Other entities may use Purchase Orders or Procurement cards.

**C.10.10.** Each Dealer/manufacturer who is awarded a contract as a result of this Solicitation shall be the only office authorized to receive orders, invoice and receive payment. If the Manufacturer or Dealer wishes to ship or provide a service from a point other than the address listed on the solicitation documents, they will furnish a list of these locations as part of their response.

**C.11. Payment**

**C.11.1.** Payment method by State Agencies will be the effective state wide fleet fuel and maintenance card, the State purchase card, Lease-Purchase, or Purchase Orders.

**C.11.2.** Payment method by other government entities (Cities, Counties, Municipalities, Schools, and other State governments will be as in C.11.1 above or other purchasing methods, such as lease-purchase, as allowed by their purchasing guidelines, regulations or statutory mandates.

**C.12. Prompt Payment Discounts**

Prompt payment discounts will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

### **C.13. Late Payment to Vendors**

Late payments made by Government entities who sell to State Agencies are addressed in the Prompt Payment Rules derived from Titles 62, Section 41.4a and 4b and 74, Section 840.14. The new interest rates are published on the Office of Management & Enterprises website.

### **C.14. Delivery**

- C.14.1.** Delivery of equipment is to be made within 120 calendar days after receipt of order unless other arrangements are made between the ordering party and the Vendor. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery.
- C.14.2.** All equipment is to be delivered new, unused, assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the customer. Liability for product delivery remains with the Vendor until delivered and accepted.
- C.14.2.1.** Delivery shall be made in accordance with instructions on purchase order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract; it is the Vendor's obligation to seek clarification from the ordering party and, if applicable, from the Contracting Officer listed as the contact person in Central Purchasing.
- C.14.3.** Delivery on parts is to be made within 30 days.
- C.14.4.** One Operating Manual, an illustrated parts manual or List, and the Warranty, shall be furnished for each new item purchased, as well as any proprietary tools necessary to perform routine service or adjustments, all at no additional cost.

### **C.15. Training**

- C.15.1.** Vendor is to provide their training opportunities for the equipment they are bidding with their response to this solicitation

### **C.16. Price Adjustments**

- C.16.1.** The manufacturer's price list date that you are being asked to provide is considered the "starting point" of the contract and is to be used as a measurement of price increases throughout the contract. (i.e. at the end of the contract year, the purchases will be compared to annotate any price changes that were made.) Since the various manufacturers update their pricing throughout the year and at different times during the year, there will be no pre-determined price adjustment time period for this contract however the discounts provided by the Vendor can be increased during the contract period at any time.
- C.16.2.** The contract price shall be the Manufacturers dated Price List (MPL) in effect at the time the order is placed less the discount percentage offered. Manufacturer Price lists will be that price list published by the manufacturer.
- C.16.3.** Vendor is to notify the contracting officer at least 30 days before a price adjustment will occur, or as soon as possible upon notification from the manufacturer.
- C.16.4.** Vendors are to include information concerning their return policy and any special added value considerations.
- C.16.5.** See C.9.4 concerning trade-in allowances.

### **C.17. Allowable Charges**

- C.17.1.** Freight/Shipping/Set-up Fees.
- C.17.2.** Delivery is to be FOB Destination (of ordering entity) freight collect.
- C.17.3.** Any Freight, shipping and handling costs and set-up fees paid by the ordering entity are to be annotated on the quote/invoice as a separate line item.
- C.17.4.** Quotes shall show The Manufacturer's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals, and the final price for each item delivered

- C.17.5.** Allied and incidental items requested by customers to comply with their needs and with state or other government regulations. Allied equipment may only be sold in connection with the sale of a contract item. Items must be clearly labeled on the purchase order or quote as Allied.
- C.17.6.** Allied and incidental items are attachments, accessories, parts or bundles not manufactured by the contract vendor that are requested by the customer to complete the purchase of equipment awarded on contract.
- C.17.7.** Unpublished or non-contract options required to complete a product ordered.
- C.17.8. New Products**
  - C.17.8.1.** New Products may be added to the contract as they are introduced by a manufacturer however the discount cannot be lowered throughout the contract period.
  - C.17.8.2.** Dealers who become authorized dealers for other products during the contract period may add those products to their lists of equipment offered.
- C.17.9. Discontinued Products**
  - C.17.9.1.** Vendors are to notify the Contracting Officer of any changes in their schedule of equipment such as discontinued products or replacement models.

## **D. EVALUATION**

- D.1. Price (Discount offered)**
- D.2. Compliance with submission of Solicitation Requirements**
- D.3. Negotiations**
- D.4. Past Performance and compliance (usage reports, contract management fees)**

The State reserves the right to negotiate with one or more Contractors before award is made. Central Purchasing may negotiate any and all content of the proposal.

## **E. INSTRUCTIONS TO VENDOR**

Please carefully read all the Sections of this solicitation as your response indicates your understanding of what is requested.

Section "A" is standard terms for all Central Purchasing Contracts

Section "B" contains terms specific to this contract. Section "B" may contain terms that take precedence over the terms in Section "A". See Section A.29.

Section "C" is the scope of work for this contract.

Section "H" Price and Cost. There are attachments for pricing. You will not have to fill out pricing on every attachment unless you sell all the equipment we are requesting. You only have to return the attachments for the equipment you sell. You DO have to fill out and return all of the rest of the documents.

You can submit pricing already figured with the discount if you wish as long as you do state the discount used to figure the price.

If you have questions, you must submit them by the date and time noted on the first page of the solicitation documents.

You can but you do not have to submit electronic brochures for the equipment you are offering. These will be requested throughout the contract period by the customers and/or the contracting officer in charge of maintaining the contract. As much information as possible will be placed on Central Purchasing's website along with your contract documents.

## **F. CHECKLIST**

- Copy of Workman's Comp Insurance Policy
- All return of merchandise policies
- Warranty Information including value added offers such as an extended warranty for customers of this contract.
- Any value-added offers
- Training plan offered with sales
- A current, dated, and signed letter of authorization from the manufacturer



If a manufacturer submitting a response, a list of certified dealers within the State of Oklahoma authorized to sell and service your products

Copy of Oklahoma Motor Vehicle Commission license if applicable to the products you sell.

Copy of Certificate of Good Standing (If required to be registered with the Secretary of State of Oklahoma)

Attachments

## G. OTHER

None

## H. PRICE AND COST

**The State of Oklahoma is requesting pricing for Agriculture, Trees, and Brush Maintenance Equipment. The pricing matrix is a percentage off the Manufacturer's list price. Vendors can submit actual pricing schedules for their equipment though, with the percentage discount already figured, as long as the discount is clearly stated as well as the pricing minus the discount. Also, please provide the current manufacturer's price list used as a basis for the pricing schedules if you submit pricing with the discount already figured in. Attachments have been provided in Microsoft Word and Adobe PDF.**

The State of Oklahoma has been a leader in the push for State use of CNG-powered vehicles. If you have products that are fueled by means other than gas or diesel fuel, and that are considered environmentally friendly, please include them in your response.

Manufacturers responding please include a listing of Distributors/Dealers for the State of Oklahoma to include Name of business, Address, contact names, phone numbers, fax numbers, email addresses and websites.

Vendors may submit specifications for all equipment bid, as well as options available. Please submit these specifications on a cd or dvd or flash drive. It is preferred that vendors have a website where customers can go and view the products. The Central Purchasing Statewide Contract website will be updated as necessary.

The manufacturer's price list date that you are being asked to provide is considered the "starting point" of the contract and is to be used as a measurement of price increases throughout the contract. (i.e. at the end of the contract year, the purchases will be compared to annotate any price changes that were made.) You will be expected to provide brochures and descriptive literature to those customers who request it and the contracting officer responsible for the maintenance of the contract. Although you will not be required to send actual pricing sheets as the prices are updated, you will be required to notify the contracting officer when there are price changes and a note will be made to the website where your contract will be located.

The Vendor will be expected to notify the Contracting Officer of any changes in the Company status, such as mergers, sell offs, discontinuation of equipment, addition of equipment lines and changes in the contact information for the contract. It is imperative that the Contracting Officer be able to contact someone at all times during business hours, especially when helping an entity make a decision on equipment they want to purchase.

With the age of technology, customers are more likely to use the internet to research the equipment they are interested in buying. We will put a link to your website on the contract website. Please provide a guide to the use of your website if you require a name and password to access current pricing, if listed, at no subscription cost to the State of Oklahoma. Also, please provide any additional enhancements such as any special ordering features available to users or a site with pricing specific to the Oklahoma contract even though we are not requiring you to offer a direct link to the Oklahoma-specific contract pricing or your current price lists.

Website: \_\_\_\_\_

Log-in required?  Yes  No

Government entities who will be buying from this contract will be expected to provide their accounting offices with a pricing sheet or pricing sheet reference date at the time they prepare their payment method. This pricing sheet will clearly state the Price Book/Catalog Number and Date. This sheet is to be attached to the quote provided by the Vendor. The quote will reference the Statewide contract number being used for the purchase. All set up charges, testing, and freight charges are to be included in the quote as separate line items.

Discounts offered will remain the same or can be increased throughout the contract period. Multiple Unit discounts are encouraged.

**OEM Repair Parts: \_\_\_\_\_% After Market Parts: \_\_\_\_\_%**

**Extra manuals, warranties and tools:**

**Electronic (cd, dvd) Repair Parts manual: \_\_\_\_\_% "Hard Copy" Repair parts manual: \_\_\_\_\_%**

Electronic (cd, dvd) Operator Manual: \_\_\_\_\_%

“Hard Copy” Operator’s manual: \_\_\_\_\_%

Electronic (cd, dvd) Service Manual: \_\_\_\_\_%

‘Hard Copy” Service Manual: \_\_\_\_\_%

Extended Warranty offered? \_\_\_\_\_ Yes \_\_\_\_\_ No  
warranty purchase. Discount offered \_\_\_\_\_%

If yes, please attach information for the extended

Contact Information

Website: www.deere.com

Company Name	Deere & Company
Doing Business as (if applicable)	
Contact Person for Solicitation Response	Tamara Hebert <i>BECKI SHADMANI FOR MISSOURI</i>
Phone	800-358-5010, ext. 2862
Email	GNSBids@JohnDeere.com
Fax	309-749-2313
Address For Purchase Orders-Number & Street-Post Office Box (some companies have ordering addresses that are are different than the payment address)	Attn: Government Sales 2000 John Deere Run
City, State, Zip	Cary, NC 27513
Contact Person for Contract/Ordering/Price Information/Equipment Additions/Changes/Discontinuations	
Contact Name	Order Management Team
Phone	800-358-5010, option 2
Fax	309-749-2313
Email	GNSShared@JohnDeere.com
Secondary Contact for Contract/Ordering	
Phone	
Fax	
Email	
Address For Payment-Number & Street-Post Office Box (some companies have a different Payment/remittance address than the ordering address)	Deere & Company Ag & Turf CBD & Government Sales 21748 Network Place
City, State, Zip	Chicago, IL 60673-1217
Contact Person/Department for payment	Accounting
Phone	800-358-5010, option 1
Fax	309-749-2061
Email	GNSAcctg@JohnDeere.com
Counties You can provide products/warranty service/repair parts to	<input checked="" type="checkbox"/> All counties in Oklahoma OR just these counties: _____
(include any special conditions, such as territory or district maps on a separate sheet)	
Payment Discount (i.e. 15 days)	Net _____ days Not Available
Supplier will be responsible for notifying the contracting officer when the contact information changes.	Notes: (Special ordering instructions-please attach any special instructions on a separate sheet)



**JOHN DEERE**

Agriculture & Turf Division  
2000 John Deere Run  
Cary, North Carolina 27513

5 December 2014

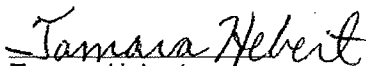
RFP Number: SW196  
RFP Due Date: 09 December 2014  
RFP Time: 3:00 PM  
RFP Title: Agriculture, Trees & Brush Maintenance Equipment

**RE: Supplement Letter**

Dear Ms. Leivas:

Please find the details below addressing various requirements from RFP SW196:

- Page 12, paragraph C.9.3 and page 16, paragraph H – Supplier shall identify any websites that can be of assistance in calculating cost of items purchased.
  - Goto [www.deere.com](http://www.deere.com) > Select "USA" found under "North America" in left-hand column > Select "Industry" located at top of next page > Select "Government & Military" located under "Specialized" > Scroll to middle of next page and select "Build Your Own" to build and price the desired equipment at list price.
- Page 14, paragraph C.14 – Delivery
  - Per the RFP, delivery of equipment is to be within 120 calendar days after receipt of order. Delivery time frames for John Deere tractors not found in dealer inventory is 60-180 days after receipt of order.
- Page 14, paragraph C.15 – Training
  - Upon delivery of the equipment by the John Deere dealer, the dealer will review how to operate the equipment as well as its safety features. If more extensive training is required, it will need to be arranged between the agency and the dealer.
- Page 14, paragraph C.16.4 – Vendor's Return Policy
  - Outside a piece of equipment's being defective, John Deere does not offer a commercial sales or commercial products return policy. However, as long as the equipment is under warranty, warranty service will be performed at no charge to the customer.
- Page 14, paragraph C.17.3 – Allowable Charges
  - Delivery will be FOB Destination.
  - The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge will be clearly indicated on the quote and purchase order as a separate line item.
- Page 16, paragraph H
  - Specifications for all the equipment can be found on the price pages that have been submitted with Deere's response. The price pages can be found on the enclosed CD ROM.



Tamara Hebert  
Contract Administrator  
Deere & Company  
[GNSBids@JohnDeere.com](mailto:GNSBids@JohnDeere.com)  
800-358-5010, ext. 2862

Authorized John Deere Dealers in Oklahoma

	Dealer Name	Dir Phys Address 1	Dir Phys City	Dir Phys State	Dir Phys Zip	Dir Phone	Dir Fax No
1	GREEN COUNTRY EQUIPMENT, LLC	1108 NE 12TH STREET	GUYMON	OK	73942	5803388511	5803388514
2	GREEN COUNTRY EQUIPMENT, LLC	306 S. CIMARRON AVENUE	BOISE CITY	OK	73933	5805442542	5805443412
3	GRISSOMS, LLC	101 SOUTH INDUSTRIAL ROAD	CHECOTAH	OK	74426	9184732205	9184733089
4	GRISSOMS, LLC	13503 HWY 177	SHAWNEE	OK	74804	4052142205	4052750271
5	GRISSOMS, LLC	13920 COUNTY ROAD 3530	ADA	OK	74820	5803322422	5803329424
6	GRISSOMS, LLC	223 NORTH JIM THORPE BLVD	PRAGUE	OK	74864	4055672205	4055673886
7	GRISSOMS, LLC	540 N. 43RD STREET	MUSKOGEE	OK	744033987	9186823881	9186871711
8	GRISSOMS, LLC	5577 S US HWY 69	MCALISTER	OK	745016355	9184233308	0000000000
9	P & K EQUIPMENT, INC.	11518 E. 66TH STREET NORTH	OWASSO	OK	74055	9184373193	9184370667
10	P & K EQUIPMENT, INC.	1719 SOUTH GREEN AVENUE	PURCELL	OK	73080	4055272425	4055275092
11	P & K EQUIPMENT, INC.	17759 US HIGHWAY 81	KINGFISHER	OK	737507519	4053753111	4053756467
12	P & K EQUIPMENT, INC.	3802 WEST DOOLIN AVENUE	BLACKWELL	OK	746319515	5803633758	5803735952
13	P & K EQUIPMENT, INC.	4121 NORTH HIGHWAY 81 BYPASS	ENID	OK	73701	5802372304	5802378404
14	P & K EQUIPMENT, INC.	4385 W. 520	PRYOR	OK	74361	9188248541	9188242103
15	P & K EQUIPMENT, INC.	5029 SE 44TH	NORMAN	OK	73072	4053215439	4053646891
16	P & K EQUIPMENT, INC.	604 EASTGATE STREET	STILLWATER	OK	74074	4057434050	4057434089
17	P & K EQUIPMENT, INC.	665 NE WASHINGTON BLVD	BARTLESVILLE	OK	74006	9183352650	9183351277
18	P & K EQUIPMENT, INC.	6709 N. I-35 FRONTAGE ROAD	EDMOND	OK	73034	4053418081	4053301530
19	PETTIT MACHINERY, INC.	20016 HIGHWAY 77	PAULS VALLEY	OK	73075	4052383339	4052382433
20	PETTIT MACHINERY, INC.	3610 NORTH FIRST STREET	DURANT	OK	74701	5809244698	5809245931
21	PETTIT MACHINERY, INC.	6010 WEST BROADWAY	ARDMORE	OK	73401	5802237722	5802237721
22	PETTIT MACHINERY, INC.	HWY 70 WEST	HUGO	OK	74743	5803267556	5803269537
23	QUALITY IMPLEMENT CO.	401 S 10TH	FREDERICK	OK	73542	5803355541	5803355420
24	SPIDER WEBB FARM IMPLEMENTS	28811 STATE HIGHWAY 112	POTEAU	OK	74953	9186473230	9186473544
25	STANDRIDGE EQUIPMENT CO.,INC	627 N. 16TH STREET	CHICKASHA	OK	73018	4052244411	4052241066
26	STANDRIDGE OF DUNCAN	1920 W BOIS D-ARC	DUNCAN	OK	73533	5802556276	5802554407
27	WESTERN EQUIPMENT, L.L.C.	1029 E. 11TH STREET	HOBART	OK	73651	5807266726	5807265883
28	WESTERN EQUIPMENT, L.L.C.	3008 EAST BROADWAY	ALTUS	OK	73521	5804826666	5804827559
29	WESTERN EQUIPMENT, L.L.C.	3128 COLLEGE BOULEVARD	ALVA	OK	73717	5803270105	5803271244
30	WESTERN EQUIPMENT, L.L.C.	3709 N. 183	CLINTON	OK	73601	5803231324	5803234563
31	WESTERN EQUIPMENT, L.L.C.	3999 LAKEVIEW DRIVE	WOODWARD	OK	73801	5802540080	0000000000
32	WESTERN EQUIPMENT, L.L.C.	4501 MAIN STREET	WEATHERFORD	OK	73096	5807725578	5807725584

## ATTACHMENT A

**Agriculture/Farm Equipment. Tractors and Farm Tractors, Combines, Harvesters all complete with standard options and accessories. This does not mean residential lawn tractors. This is for large tractors and pieces of equipment used in farming operations or for maintaining large areas of land and right of ways.**

Type of Equipment	Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
Tractors (5000s)	John Deere	A2 Tractors / 03Dec2014	18%
Tractors (6000-9000s)	John Deere	A2 Tractors / 03Dec2014	23%
Hay & Forage	John Deere	A5 Hay & Forage / 03Dec2014	23%
Tillage	John Deere	A6 Tillage / 03Nov2014	23%
Drills/Air Seeder/Planters	John Deere	A7 Drills, Air Seeders, Planters / 03Nov2014	23%
Sprayers	John Deere	A8 Sprayers / 03Nov2014	23%
Ag Management Solutions (AMS)	John Deere	A10 AMS / 01Dec2014	4%
Compact Utility Tractors	John Deere	C20 Compact Utility Tractors / 17Nov2014	17%

Trade-in allowed?  Yes  No.  
 Multiple Unit discount of See below % Based on quantity purchased?  Yes  No. Based on dollar amount spent?  Yes  No.  
 If dollar amount how much? \$ N/A  
 OEM Repair Parts discount is 0% After Market Parts discount is 0%

When applicable the multiple unit discount, would be added to the contract discount using the following procedure:

- 3-4 units – 1%
- 5-6 units – 2%
- 7-8 units – 3%
- 9 units or more – 4%

Sales of 3 or more like self-propelled products are eligible for the multi-unit discount. Self-propelled products must be listed in the same tabbed price book section and included on the same purchase order. Compatible implements sold with such machines will also qualify. Frontier products are not included in the multiple unit discount.

## ATTACHMENT B

**Implements/Attachments used on Agriculture/Farm Equipment. Equipment is for Cultivation, Planting, Fertilizing, Irrigation, Harvesting. This is for attachments and implements that are attached to tractors such as tillers, rakes, blades, diggers, hoes, hay equipment, pluggers, cutters, and mowers attached to a tractor such as flex, rotary, booms. Equipment used to maintain large areas of land and right of ways.**

Type of Equipment or Implement/Attachment	Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
Implements for Compact Tractors	John Deere	C25 Compact Tractor Implements / 17Nov2014	17%
Implements for Ag Tractors	John Deere	A9 Ag Implements / 24Nov2014	23%
Cotton Implements	Frontier	Cotton / 03Nov2014	18%
Cutting & Mowing Implements	Frontier	Cutting & Mowing / 03Nov2014	18%
Golf Implements	Frontier	Golf / 03Nov2014	18%
Hay Implements	Frontier	Hay / 03Nov2014	18%
Livestock Implements	Frontier	Livestock / 03Nov2014	18%
Material Handling Implements	Frontier	Material Handling / 03Nov2014	18%
Planting & Seeding Implements	Frontier	Planting & Seeding / 03Nov2014	18%
Snow Implements	Frontier	Snow / 03Nov2014	18%
Tillage Implements	Frontier	Tillage / 03Nov2014	18%
Transports Implements	Frontier	Transports / 03Nov2014	18%

Trade-in allowed?  Yes  No.

Multiple Unit discount of    See below    % Based on quantity purchased?  Yes  No. Based on dollar amount spent?  Yes  No.

If dollar amount how much? \$    N/A   

OEM Repair Parts discount is    % After Market Parts discount is    %

When applicable the multiple unit discount, would be added to the contract discount using the following procedure:

- 3-4 units – 1%
- 5-6 units – 2%
- 7-8 units – 3%
- 9 units or more – 4%

Sales of 3 or more like self-propelled products are eligible for the multi-unit discount. Self-propelled products must be listed in the same tabbed price book section and included on the same purchase order. Compatible implements sold with such machines will also qualify. Frontier products are not included in the multiple unit discount.

If a manufacturer submitting a response, a list of certified dealers within the State of Oklahoma authorized to sell and service your products  
Copy of Oklahoma Motor Vehicle Commission license if applicable to the products you sell.  
Copy of Certificate of Good Standing (If required to be registered with the Secretary of State of Oklahoma)  
Attachments

### G. OTHER

None

### H. PRICE AND COST

The State of Oklahoma is requesting pricing for Mowers and Hand Held equipment. The pricing matrix is a percentage off the Manufacturer's list price. Vendors can submit actual pricing schedules for their equipment though, with the percentage discount already figured, as long as the discount is clearly stated as well as the pricing minus the discount. Also, please provide the current manufacturer's price list used as a basis for the pricing schedules if you submit pricing with the discount already figured in. Attachments have been provided in Microsoft Word and Adobe PDF.

The State of Oklahoma has been a leader in the push for State use of CNG-powered vehicles. If you have products that are fueled by means other than gas or diesel fuel, and that are considered environmentally friendly, please include them in your response.

Manufacturers responding please include a listing of Distributors/Dealers for the State of Oklahoma to include Name of business, Address, contact names, phone numbers, fax numbers, email addresses and websites.

Vendors may submit specifications for all equipment bid, as well as options available. Please submit these specifications on a cd or dvd or flash drive. It is preferred that vendors have a website where customers can go and view the products. The Central Purchasing Statewide Contract website will be updated as necessary.

The manufacturer's price list date that you are being asked to provide is considered the "starting point" of the contract and is to be used as a measurement of price increases throughout the contract. (i.e. at the end of the contract year, the purchases will be compared to annotate any price changes that were made.) You will be expected to provide brochures and descriptive literature to those customers who request it and the contracting officer responsible for the maintenance of the contract. Although you will not be required to send actual pricing sheets as the prices are updated, you will be required to notify the contracting officer when there are price changes and a note will be made to the website where your contract will be located.

The Vendor will be expected to notify the Contracting Officer of any changes in the Company status, such as mergers, sell offs, discontinuation of equipment, addition of equipment lines and changes in the contact information for the contract. It is imperative that the Contracting Officer be able to contact someone at all times during business hours, especially when helping an entity make a decision on equipment they want to purchase.

With the age of technology, customers are more likely to use the internet to research the equipment they are interested in buying. We will put a link to your website on the contract website. Please provide a guide to the use of your website if you require a name and password to access current pricing, if listed, at no subscription cost to the State of Oklahoma. Also, please provide any additional enhancements such as any special ordering features available to users or a site with pricing specific to the Oklahoma contract even though we are not requiring you to offer a direct link to the Oklahoma-specific contract pricing or your current price lists.

Website: www.JohnDeere.com See enclosed "Supplement" letter also.

Log-in required?  Yes  No

Government entities who will be buying from this contract will be expected to provide their accounting offices with a pricing sheet or pricing sheet reference date at the time they prepare their payment method. This pricing sheet will clearly state the Price Book/Catalog Number and Date. This sheet is to be attached to the quote provided by the Vendor. The quote will reference the Statewide contract number being used for the purchase. All set up charges, testing, and freight charges are to be included in the quote as separate line items.

Discounts offered will remain the same or can be increased throughout the contract period. Multiple Unit discounts are encouraged.

OEM Repair Parts: N/A % After Market Parts: N/A %

Extra manuals, warranties and tools:

Electronic (cd, dvd) Repair Parts manual: N/A % "Hard Copy" Repair parts manual: N/A %



Electronic (cd, dvd) Operator Manual: N/A %  
Electronic (cd, dvd) Service Manual: N/A %  
Extended Warranty offered?  Yes  No  
warranty purchase. Discount offered N/A %

"Hard Copy" Operator's manual: N/A %  
'Hard Copy" Service Manual: N/A %  
If yes, please attach information for the extended

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

31st

day of

May

20

16

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 Contract Amendments which will re-assign Photocopier Maintenance from Data Comm, Inc. to Marco Technologies, LLC. The original contracts to be amended are:

- C213093004
- 42-09DEC08
- 1715
- C215080007
- 61-14DEC11
- DIR-SDD-509
- 03-22FEB11

The terms of these amendments are stipulated in the attached Contract Amendments. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendments.

Done this 31st day of May, 2016.

ATTEST:

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

*Daniel K. Atwill*  
 Daniel K. Atwill  
 Presiding Commissioner

*Karen M. Miller*  
 Karen M. Miller  
 District I Commissioner

*Janet M. Thompson*  
 Janet M. Thompson  
 District II Commissioner

259-2016

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



613 E. Ash St, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: May 23, 2016  
RE: Amendments for Assignment of Contracts from Data Comm, Inc. to  
Marco Technologies, LLC for Photocopier Maintenance

The following contracts are being assigned from Data Comm, Inc. to Marco Technologies, LLC per the attached amendments:

<u>Contract #</u>	<u>Dept. #</u>	<u>Account #</u>
C213093004	1160, 2010, 2160, 1420	60050
42-09DEC08	1221, 4061	60050
1715	1132, 1131	60050
C215080007	1200, 1221	60050
61-14DEC11	1160, 1221, 1121	60050
DIR-SDD-509	1115, 1118, 1126, 1221	60050
03-22FEB11	1263	60050

cc: Contract Files

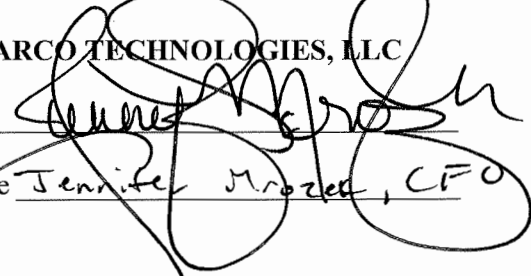
**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
C213093004 - PHOTOCOPIERS AND MAINTENANCE**

The Purchase Agreement dated February 18, 2014 made by and between Boone County, Missouri and Data Comm, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

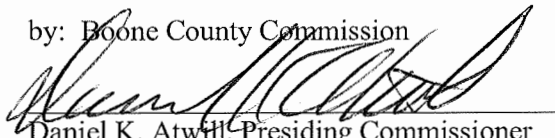
1. Contract **C213093004** is hereby assigned to Marco Technologies, LLC (FEIN 41-0991721) from Data Comm, Inc. (FEIN 43-0982940) per the attached Agreement and Consent to Assignment of Contract document signed by Janna Wilson of Data Comm, Inc. and Jennifer Mrozek of Marco Technologies, Inc.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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


**MARCO TECHNOLOGIES, LLC**

by   
title Jennifer Mrozek, CFO

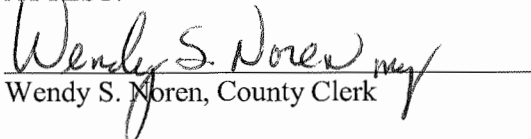
**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

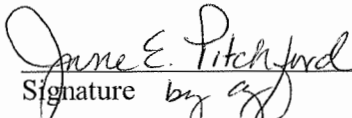
by:   
County Counselor

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

  
Signature by ajd

5/24/16  
Date

1160, 2010, 2160, 1420 / 60050  
No Encumbrance Required  
Appropriation Account

**AGREEMENT AND CONSENT  
TO ASSIGNMENT OF CONTRACTS  
PHOTOCOPIER MAINTENANCE**

DATA COMM, INC.  
2515 BERNADETTE DRIVE  
COLUMBIA, MO 65203  
FEIN#: 43-0982940  
(Assignor)

MARCO TECHNOLOGIES, LLC  
4510 HEATHERWOOD ROAD  
ST. CLOUD, MN 56301  
FEIN #: 41-0991721  
(Assignee)

RE: Contracts: 42-09DEC08 – Photocopier Maintenance (Jury Services, Court Reporter, Circuit Clerk); 1715 – Photocopier Maintenance (Clerk & Auditor); C213093004 – Photocopier Maintenance (Assessor, Recorder, Children’s Services); 03-22FEB11 – Photocopier Maintenance (Prosecuting Attorney); DIR-SDD-509 – Photocopier Maintenance (Circuit Clerk, Purchasing, Legal); 61-14DEC11 – Photocopier Maintenance (Circuit Clerk, Commission, Recorder); C21508007 – Photocopier Maintenance (Public Administrator & Circuit Clerk)

The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.

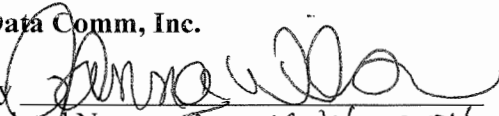
The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

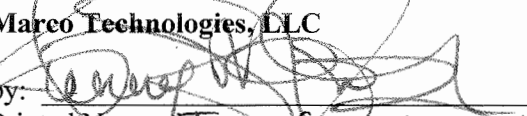
This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

**IN WITNESS THEREOF**, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

**Data Comm, Inc.**

by   
Printed Name: JANNA WILCOX  
Title: Controller  
Date: 4/18/16

**Marco Technologies, LLC**

by   
Printed Name: Jennifer Prozek  
Title: CEO  
Date: 4/17/2016

**CONTRACT AMENDMENT NUMBER TWO  
PURCHASE AGREEMENT FOR  
42-09DEC08 - PHOTOCOPIERS AND MAINTENANCE**

The Purchase Agreement dated December 18, 2008 made by and between Boone County, Missouri and Data Comm, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Contract **42-09DEC08** is hereby assigned to Marco Technologies, LLC (FEIN 41-0991721) from Data Comm, Inc. (FEIN 43-0982940) per the attached Agreement and Consent to Assignment of Contract document signed by Janna Wilson of Data Comm, Inc. and Jennifer Mrozek of Marco Technologies, Inc.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**MARCO TECHNOLOGIES, LLC**

by Jennifer Mrozek

title Jennifer Mrozek, CFO

APPROVED AS TO FORM:

by: [Signature]  
County Counselor

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

[Signature]  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

Wendy S. Noren  
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.)

June E Pitchford  
Signature by ajj

5/24/16  
Date

1221, 4061 / 60050  
No Encumbrance Required  
Appropriation Account

**AGREEMENT AND CONSENT  
TO ASSIGNMENT OF CONTRACTS  
PHOTOCOPIER MAINTENANCE**

DATA COMM, INC.  
2515 BERNADETTE DRIVE  
COLUMBIA, MO 65203  
FEIN#: 43-0982940  
(Assignor)

MARCO TECHNOLOGIES, LLC  
4510 HEATHERWOOD ROAD  
ST. CLOUD, MN 56301  
FEIN #: 41-0991721  
(Assignee)

RE: Contracts: 42-09DEC08 – Photocopier Maintenance (Jury Services, Court Reporter, Circuit Clerk); 1715 – Photocopier Maintenance (Clerk & Auditor); C213093004 – Photocopier Maintenance (Assessor, Recorder, Children’s Services); 03-22FEB11 – Photocopier Maintenance (Prosecuting Attorney); DIR-SDD-509 – Photocopier Maintenance (Circuit Clerk, Purchasing, Legal); 61-14DEC11 – Photocopier Maintenance (Circuit Clerk, Commission, Recorder); C21508007 – Photocopier Maintenance (Public Administrator & Circuit Clerk)

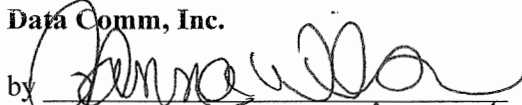
The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.

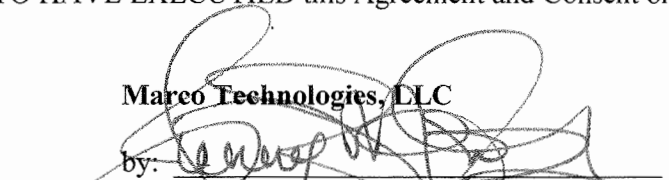
The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

**IN WITNESS THEREOF**, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

**Data Comm, Inc.**  
by:   
Printed Name: JANINA WILSON  
Title: Controller  
Date: 4/18/16

**Marco Technologies, LLC**  
by:   
Printed Name: Jennifer Prozek  
Title: CFO  
Date: 4/17/2016

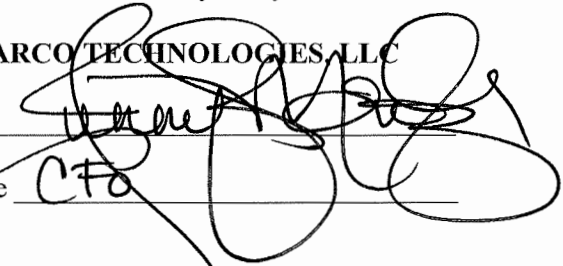
**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
1715 - PHOTOCOPIERS AND MAINTENANCE**

The Purchase Agreement dated January 13, 2015 made by and between Boone County, Missouri and Data Comm, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Contract **1715** is hereby assigned to Marco Technologies, LLC (FEIN 41-0991721) from Data Comm, Inc. (FEIN 43-0982940) per the attached Agreement and Consent to Assignment of Contract document signed by Janna Wilson of Data Comm, Inc. and Jennifer Mrozek of Marco Technologies, Inc.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**MARCO TECHNOLOGIES, LLC**

by   
title CFO

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counselor

**BOONE COUNTY, MISSOURI**

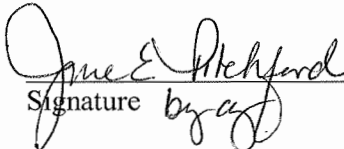
by: Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

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 ajf

5/24/16  
Date

1110, 1132, 1131, 60050  
No Encumbrance Required  
Appropriation Account



**AGREEMENT AND CONSENT  
TO ASSIGNMENT OF CONTRACTS  
PHOTOCOPIER MAINTENANCE**

DATA COMM, INC.  
2515 BERNADETTE DRIVE  
COLUMBIA, MO 65203  
FEIN#: 43-0982940  
(Assignor)

MARCO TECHNOLOGIES, LLC  
4510 HEATHERWOOD ROAD  
ST. CLOUD, MN 56301  
FEIN #: 41-0991721  
(Assignee)

RE: Contracts: 42-09DEC08 – Photocopier Maintenance (Jury Services, Court Reporter, Circuit Clerk); 1715 – Photocopier Maintenance (Clerk & Auditor); C213093004 – Photocopier Maintenance (Assessor, Recorder, Children’s Services); 03-22FEB11 – Photocopier Maintenance (Prosecuting Attorney); DIR-SDD-509 – Photocopier Maintenance (Circuit Clerk, Purchasing, Legal); 61-14DEC11 – Photocopier Maintenance (Circuit Clerk, Commission, Recorder); C21508007 – Photocopier Maintenance (Public Administrator & Circuit Clerk)

The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.


The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

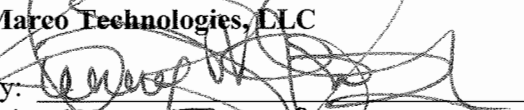
This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

**IN WITNESS THEREOF**, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

**Data Comm, Inc.**

by   
Printed Name: JANNA WILSON  
Title: Controller  
Date: 4/18/16

**Marco Technologies, LLC**

by   
Printed Name: Jennifer Prozek  
Title: CFO  
Date: 4/17/2016

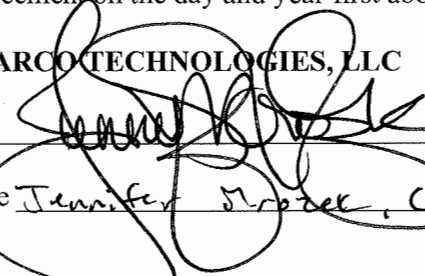
**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
C215080007 - PHOTOCOPIERS AND MAINTENANCE**

The Purchase Agreement dated January 28, 2016 made by and between Boone County, Missouri and Data Comm, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

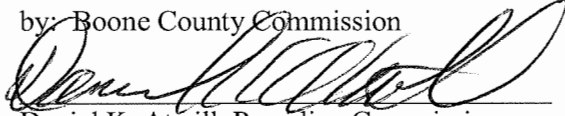
1. Contract **C215080007** is hereby assigned to Marco Technologies, LLC (FEIN 41-0991721) from Data Comm, Inc. (FEIN 43-0982940) per the attached Agreement and Consent to Assignment of Contract document signed by Janna Wilson of Data Comm, Inc. and Jennifer Mrozek of Marco Technologies, Inc.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

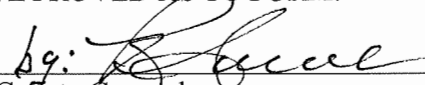
**MARCO TECHNOLOGIES, LLC**

by   
title Jennifer Mrozek, CFO


**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

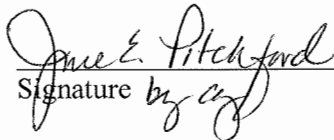
by:   
County Counselor

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

  
Signature by ajp

5/24/16  
Date

1200, 1221 / 60050  
No Encumbrance Required  
Appropriation Account

**AGREEMENT AND CONSENT  
TO ASSIGNMENT OF CONTRACTS  
PHOTOCOPIER MAINTENANCE**

DATA COMM, INC.  
2515 BERNADETTE DRIVE  
COLUMBIA, MO 65203  
FEIN#: 43-0982940  
(Assignor)

MARCO TECHNOLOGIES, LLC  
4510 HEATHERWOOD ROAD  
ST. CLOUD, MN 56301  
FEIN #: 41-0991721  
(Assignee)

RE: Contracts: 42-09DEC08 – Photocopier Maintenance (Jury Services, Court Reporter, Circuit Clerk); 1715 – Photocopier Maintenance (Clerk & Auditor); C213093004 – Photocopier Maintenance (Assessor, Recorder, Children’s Services); 03-22FEB11 – Photocopier Maintenance (Prosecuting Attorney); DIR-SDD-509 – Photocopier Maintenance (Circuit Clerk, Purchasing, Legal); 61-14DEC11 – Photocopier Maintenance (Circuit Clerk, Commission, Recorder); C21508007 – Photocopier Maintenance (Public Administrator & Circuit Clerk)


The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.

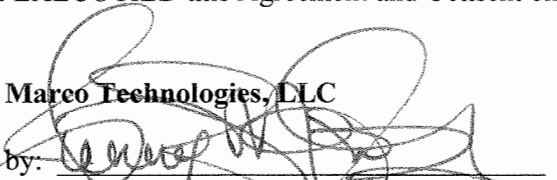
The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

**IN WITNESS THEREOF**, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

**Data Comm, Inc.**  
by   
Printed Name: JANNA WILSON  
Title: Controller  
Date: 4/18/16

**Marco Technologies, LLC**  
by   
Printed Name: Jennifer Prozek  
Title: CFO  
Date: 4/14/2016

**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
61-14DEC11 - PHOTOCOPIERS AND MAINTENANCE**

The Purchase Agreement dated February 9, 2012 made by and between Boone County, Missouri and Data Comm, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Contract **61-14DEC11** is hereby assigned to Marco Technologies, LLC (FEIN 41-0991721) from Data Comm, Inc. (FEIN 43-0982940) per the attached Agreement and Consent to Assignment of Contract document signed by Janna Wilson of Data Comm, Inc. and Jennifer Mrozek of Marco Technologies, Inc.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**MARCO TECHNOLOGIES, LLC**

by

title Jennifer Mrozek, CFO

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

by: [Signature]  
County Counselor

ATTEST:

Wendy S. Noren  
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]  
Signature by agd

5/24/16  
Date

1160, 1221, 1121 / 60050  
No Encumbrance Required  
Appropriation Account

**AGREEMENT AND CONSENT  
TO ASSIGNMENT OF CONTRACTS  
PHOTOCOPIER MAINTENANCE**

DATA COMM, INC.  
2515 BERNADETTE DRIVE  
COLUMBIA, MO 65203  
FEIN#: 43-0982940  
(Assignor)

MARCO TECHNOLOGIES, LLC  
4510 HEATHERWOOD ROAD  
ST. CLOUD, MN 56301  
FEIN #: 41-0991721  
(Assignee)

RE: Contracts: 42-09DEC08 – Photocopier Maintenance (Jury Services, Court Reporter, Circuit Clerk); 1715 – Photocopier Maintenance (Clerk & Auditor); C213093004 – Photocopier Maintenance (Assessor, Recorder, Children’s Services); 03-22FEB11 – Photocopier Maintenance (Prosecuting Attorney); DIR-SDD-509 – Photocopier Maintenance (Circuit Clerk, Purchasing, Legal); 61-14DEC11 – Photocopier Maintenance (Circuit Clerk, Commission, Recorder); C21508007 – Photocopier Maintenance (Public Administrator & Circuit Clerk)


The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.

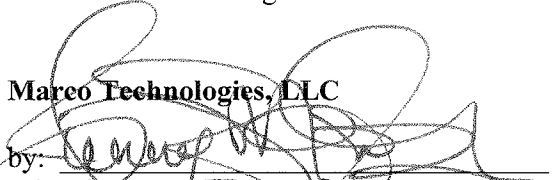
The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

**IN WITNESS THEREOF**, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

**Data Comm, Inc.**  
by   
Printed Name: JANINA WILSON  
Title: Controller  
Date: 4/18/16

**Marco Technologies, LLC**  
by   
Printed Name: Jennifer Prozek  
Title: CEO  
Date: 4/17/2016

**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
DIR-SDD-509 - PHOTOCOPIERS AND MAINTENANCE**

The Purchase Agreement dated March 1, 2011 made by and between Boone County, Missouri and Data Comm, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

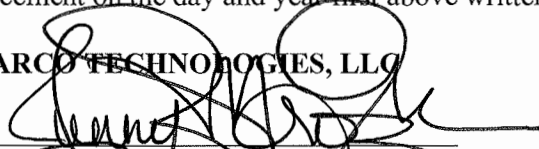
1. Contract **DIR-SDD-509** is hereby assigned to Marco Technologies, LLC (FEIN 41-0991721) from Data Comm, Inc. (FEIN 43-0982940) per the attached Agreement and Consent to Assignment of Contract document signed by Janna Wilson of Data Comm, Inc. and Jennifer Mrozek of Marco Technologies, Inc.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**MARCO TECHNOLOGIES, LLC**

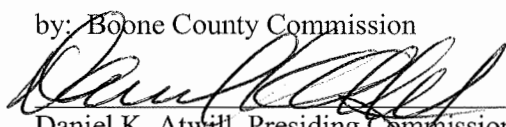
by

title

  
Jennifer Mrozek, CFO

**BOONE COUNTY, MISSOURI**

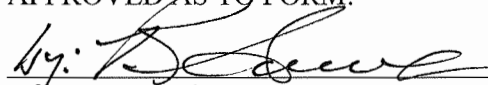
by: Boone County Commission

  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

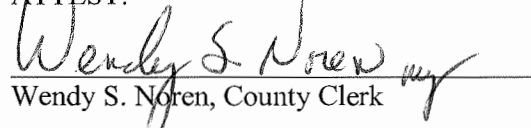
by:

County Counselor



ATTEST:

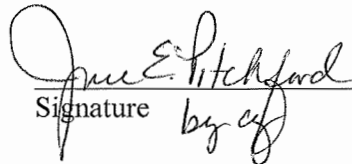
Wendy S. Noren, County Clerk



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

Signature



5/24/16  
Date

1115, 1118, 1126 / 60050

No Encumbrance Required  
Appropriation Account

**AGREEMENT AND CONSENT  
TO ASSIGNMENT OF CONTRACTS  
PHOTOCOPIER MAINTENANCE**

DATA COMM, INC.  
2515 BERNADETTE DRIVE  
COLUMBIA, MO 65203  
FEIN#: 43-0982940  
(Assignor)

MARCO TECHNOLOGIES, LLC  
4510 HEATHERWOOD ROAD  
ST. CLOUD, MN 56301  
FEIN #: 41-0991721  
(Assignee)

RE: Contracts: 42-09DEC08 – Photocopier Maintenance (Jury Services, Court Reporter, Circuit Clerk); 1715 – Photocopier Maintenance (Clerk & Auditor); C213093004 – Photocopier Maintenance (Assessor, Recorder, Children’s Services); 03-22FEB11 – Photocopier Maintenance (Prosecuting Attorney); DIR-SDD-509 – Photocopier Maintenance (Circuit Clerk, Purchasing, Legal); 61-14DEC11 – Photocopier Maintenance (Circuit Clerk, Commission, Recorder); C21508007 – Photocopier Maintenance (Public Administrator & Circuit Clerk)

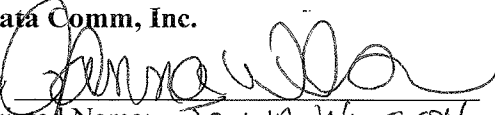
The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.

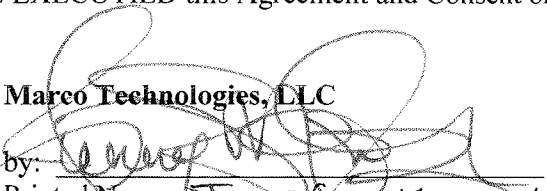
The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

**IN WITNESS THEREOF**, the parties HERETO HAVE EXECUTED this Agreement and Consent on the date as stated below.

**Data Comm, Inc.**  
by:   
Printed Name: JANNA WILSON  
Title: Controller  
Date: 4/18/16

**Marco Technologies, LLC**  
by:   
Printed Name: Jennifer Prozek  
Title: CEO  
Date: 4/14/2016

**CONTRACT AMENDMENT NUMBER TWO  
PURCHASE AGREEMENT FOR  
DIR-SDD-509 - PHOTOCOPIERS AND MAINTENANCE**

The Purchase Agreement dated January 10, 2013 made by and between Boone County, Missouri and Data Comm, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Contract **DIR-SDD-509** is hereby assigned to Marco Technologies, LLC (FEIN 41-0991721) from Data Comm, Inc. (FEIN 43-0982940) per the attached Agreement and Consent to Assignment of Contract document signed by Janna Wilson of Data Comm, Inc. and Jennifer Mrozek of Marco Technologies, Inc.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**MARCO TECHNOLOGIES, LLC**

by

title

Jennifer Mrozek, CFO

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

by: [Signature]  
County Counselor

ATTEST:

Wendy S. Noren  
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.)

June E. Pitchford  
Signature by

5/24/16  
Date

1221 / 60050  
No Encumbrance Required  
Appropriation Account



**AGREEMENT AND CONSENT  
TO ASSIGNMENT OF CONTRACTS  
PHOTOCOPIER MAINTENANCE**

DATA COMM, INC.  
2515 BERNADETTE DRIVE  
COLUMBIA, MO 65203  
FEIN#: 43-0982940  
(Assignor)

MARCO TECHNOLOGIES, LLC  
4510 HEATHERWOOD ROAD  
ST. CLOUD, MN 56301  
FEIN #: 41-0991721  
(Assignee)

RE: Contracts: 42-09DEC08 – Photocopier Maintenance (Jury Services, Court Reporter, Circuit Clerk); 1715 – Photocopier Maintenance (Clerk & Auditor); C213093004 – Photocopier Maintenance (Assessor, Recorder, Children’s Services); 03-22FEB11 – Photocopier Maintenance (Prosecuting Attorney); DIR-SDD-509 – Photocopier Maintenance (Circuit Clerk, Purchasing, Legal); 61-14DEC11 – Photocopier Maintenance (Circuit Clerk, Commission, Recorder); C21508007 – Photocopier Maintenance (Public Administrator & Circuit Clerk)

The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.


The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

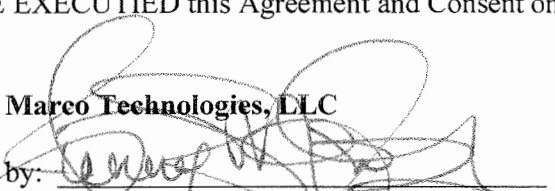
This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

**IN WITNESS THEREOF**, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

**Data Comm, Inc.**

by:   
Printed Name: JANNA WICSOV  
Title: Controller  
Date: 4/18/16

**Marco Technologies, LLC**

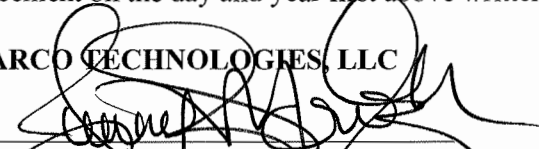
by:   
Printed Name: Jennifer Prozek  
Title: CFO  
Date: 4/14/2016

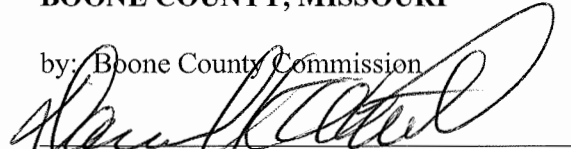
**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
03-22FEB11 - PHOTOCOPIERS AND MAINTENANCE**

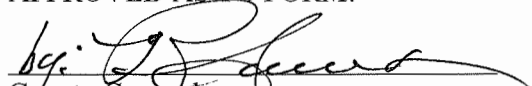
The Purchase Agreement dated March 15, 2011 made by and between Boone County, Missouri and Data Comm, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:


1. Contract **03-22FEB11** is hereby assigned to Marco Technologies, LLC (FEIN 41-0991721) from Data Comm, Inc. (FEIN 43-0982940) per the attached Agreement and Consent to Assignment of Contract document signed by Janna Wilson of Data Comm, Inc. and Jennifer Mrozek of Marco Technologies, Inc.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

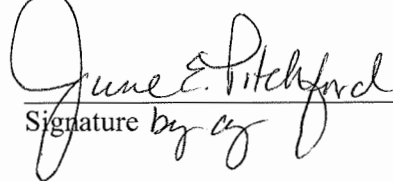
**MARCO TECHNOLOGIES, LLC**  
 by   
 title Jennifer Mrozek, CFO

**BOONE COUNTY, MISSOURI**  
 by: Boone County Commission  
  
 Daniel K. Atwill, 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 this contract do not create a measurable county obligation at this time.)

<u></u>	<u>5/24/16</u>	1263 / 60050
Signature by <u>ag</u>	Date	No Encumbrance Required Appropriation Account

**AGREEMENT AND CONSENT  
TO ASSIGNMENT OF CONTRACTS  
PHOTOCOPIER MAINTENANCE**

DATA COMM, INC.  
2515 BERNADETTE DRIVE  
COLUMBIA, MO 65203  
FEIN#: 43-0982940  
(Assignor)

MARCO TECHNOLOGIES, LLC  
4510 HEATHERWOOD ROAD  
ST. CLOUD, MN 56301  
FEIN #: 41-0991721  
(Assignee)

RE: Contracts: 42-09DEC08 – Photocopier Maintenance (Jury Services, Court Reporter, Circuit Clerk); 1715 – Photocopier Maintenance (Clerk & Auditor); C213093004 – Photocopier Maintenance (Assessor, Recorder, Children’s Services); 03-22FEB11 – Photocopier Maintenance (Prosecuting Attorney); DIR-SDD-509 – Photocopier Maintenance (Circuit Clerk, Purchasing, Legal); 61-14DEC11 – Photocopier Maintenance (Circuit Clerk, Commission, Recorder); C21508007 – Photocopier Maintenance (Public Administrator & Circuit Clerk)

The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.


The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

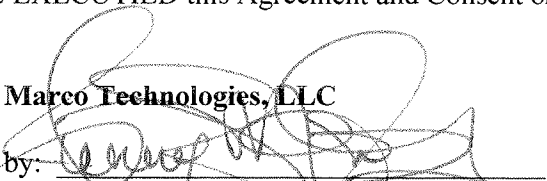
This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

**IN WITNESS THEREOF**, the parties HERETO HAVE EXECUTED this Agreement and Consent on the date as stated below.

**Data Comm, Inc.**

by:   
Printed Name: JANNA WILSON  
Title: Controller  
Date: 4/18/16

**Marco Technologies, LLC**

by:   
Printed Name: Jennifer Prozek  
Title: CEO  
Date: 4/14/2016

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 16

County of Boone

31st

day of

May

20 16

In the County Commission of said county, on the

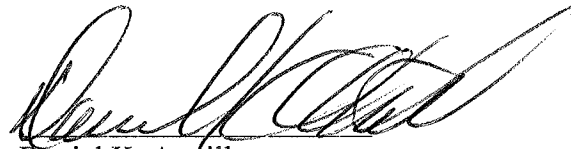
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached grant application by the Juvenile Justice Center for the Annie E. Casey Foundation – Juvenile Detention Alternatives Initiative grant.

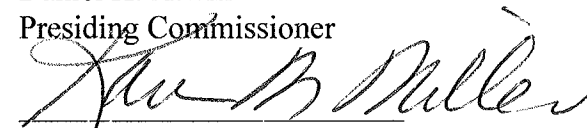
Done this 31st day of May, 2016.

ATTEST:

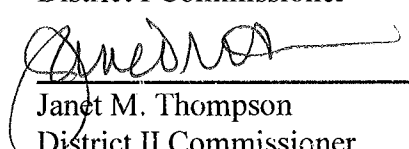
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**Annie E. Casey Foundation - Juvenile Detention Alternatives Initiative**

OSCA has received approval through the Annie E. Casey Foundation for Juvenile Detention Alternatives. A maximum of \$1,000.00 per site is available to each JDAI site for expenses not covered by Title II, county funds or additional JDAI awards. Funding is available to develop plans for the time period of June 1, 2016 - October 24, 2016 to address expenses for site travel, education and meal expenses for collaboration meetings. Proposals may include expenses for personnel to visit Missouri demonstrations sites and expenses for internal training focused on the model strategies. This plan may also include expenses for supplies, minor equipment or contractual services.

**Budget Request**

1) Please break down your funding request:

Budget Line Item	Approximate Cost	Budget Line Item	Approximate Cost
3 Meals for JDAI Collaborative (~20 people)	\$500.00		
3 Meals for DMC Collaborative (~17 people)	\$400.00		
Meals for 6 staff to complete Site Visits	\$100.00		

**Justification (attach additional sheets, if necessary)**

1. How will this funding enhance your courts ability to meet outcomes of juvenile detention alternatives?  
 The 13th Circuit Juvenile Justice System continually strives to improve on the eight core strategies of JDAI and the requested funding would assist in the enhancement of detention alternatives. The funding requested would assist in sending 6 staff for a day visit to other JDAI sites in Missouri. This would allow staff to view a comparable site to explore detention alternatives, means of collecting and analyzing data, and hurdles to overcome when implementing JDAI and detention reform. The site visits are a powerful way to share practical information about JDAI through peer-to-peer discussion and on-site observation. Funding would additionally assist with continuing meetings with the JDAI Executive Team, JDAI Collaborative Team, and the DMC Collaborative Team. Collaborative team meetings are imperative to accomplishing the JDAI work plan that addresses the reform activities to accomplish and analyzing data. The DMC team meetings will assist in the continued planning of addressing the DMC issues in the 13th Circuit. The Executive Team meets twice yearly to continue efforts on the work plan that addresses the eight core strategies.

2. Provide a timeline and description of how the funding will be used.  
 The 13th Circuit Juvenile Justice System would host a Collaborative Team meeting approximately once per quarter, for a total of three meetings during the grant period. Additionally, the Circuit would host a DMC Collaborative Team meeting once each quarter, for a total of three meetings during the grant period. The funding would be used for providing lunch for approximately 20 Collaborative Team members and approximately 17 DMC Team members at each meeting. The requested funding would also be used to send 6 staff to visit other JDAI sites in Missouri. It is expected that two staff would be sent to each visit at a time, for a total of three different visits. The funding would be utilized for staff meals.

**For OSCA Internal Use Only**

	Yes	No
1. Does this request fall within the scope of the Annie E. Casey Foundation approval?		
2. Does this request meet the requirements of the OSCA requirements for uses of these grant funds?		
3. Is it clear that funding will be expended and billed to OSCA by October 28, 2016?		
4. Are there any special terms or conditions attached to this award?		

**Authorization (please print your name as well as your signature)**

Circuit	Presiding Judge	Date
OSCA	Deputy State Courts Administrator	Date

Return to: Office of State Courts Administrator, Contracts Section  
 P.O. Box 104480, Jefferson City, MO 65110-4480

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned


Term. 20 16

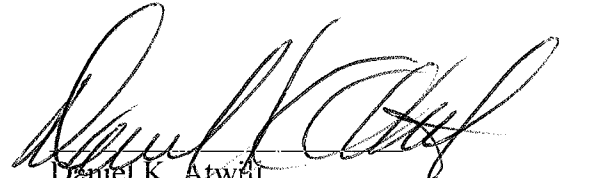
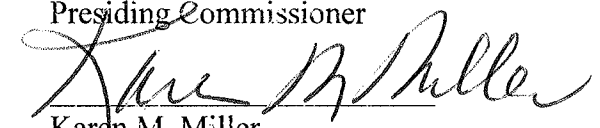
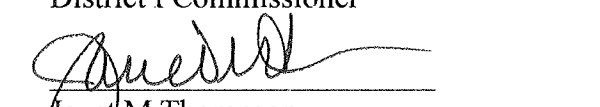
In the County Commission of said county, on the 31st day of May 20 16  
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to Allison N. Braman and Megan L. Kinkade in the amount of \$31,036.83, as recommended by the County Treasurer.

Done this 31st day of May, 2016

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Karen M. Miller  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

**Commission Order:**

Now on this day the County Commission of the County of Boone hereby takes up the matter of the disposition of the **2015** tax sale surplus relating to **Parcel 16-311-00-02-074.00**.

Pursuant to the provisions of RSMo §140.230, as revised, the Commission has the authority to approve claims for any tax sale surplus being held by the County Treasurer associated with the County Collector's annual tax sale. The owners of the subject real property have a period of three (3) years to make a claim for said surplus. In this instance, the owner of record at the time the subject property went to tax sale was **Kevin F. Braman**, who died on August 7, 2014. The August 24, 2015 tax sale of that property resulted in a **\$31,036.83** surplus.

On April 15, 2016, the Probate Division of the Circuit Court of Boone County, Missouri decreed in Estate No. 16BA-PR00078 that **Allison N. Braman and Megan L. Kinkade** are **Kevin F. Braman's** sole and only heirs and vested in each of them a One-Half (1/2) interest in the **\$31,036.83** surplus resulting from the tax sale of the subject property.

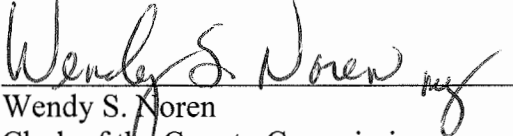
**Allison N. Braman and Megan L. Kinkade** have filed separate, verified surplus claims with the Boone County Treasurer claiming one-half (1/2) of the tax surplus proceeds. The verified surplus claims, a copy of the General Warranty Deed recorded as Instrument No. 2006023659, at Book 3009, Page 186, Boone County Records, the Decree Determining Heirship in Kevin F. Braman's Estate, No. 16BA-PR00078, and other supporting documentation are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

Based upon the documents presented to his office and made a part of the record before the Commission the County Treasurer is satisfied that **Allison N. Braman and Megan L. Kinkade** are the only heirs of the record owner of the subject property at the time of the tax sale, and as such they are each entitled to One-half (1/2) of the total surplus of **\$31,036.83**. He recommends that the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of the surplus to **Allison N. Braman and Megan L. Kinkade** in the amount of **\$15,518.42** via check payable to **Allison N. Braman and \$15,518.41 Megan L. Kinkade** in that amount.

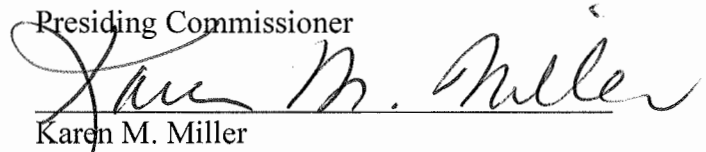
Done this 31<sup>ST</sup> day of May, 2016.

ATTEST:

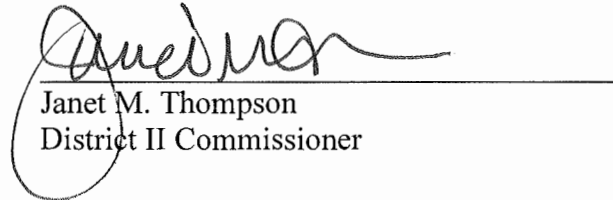
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



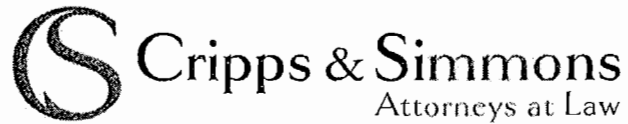
Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner



Attorneys  
Helen M. Cripps, JD  
Jason D. Simmons, JD, LLM  
Michael J. Sukup, JD



Support Staff  
Alice C. Timbrook, EA  
Sarah J. Rollins, Office Admin

Phone: (573) 447-3355  
Fax: (573) 447-3399

1109 Club Village Drive, Suite 101  
P.O. Box 7068, Columbia, MO 65205-7068

info@crippsandsimmons.com  
CrippsandSimmons.com

April 25, 2016

COPY

Tom Darrough  
Boone County Treasurer  
801 E Walnut Street, Rm 205  
Columbia, MO 65201

Re: Parcel: 16-311-00-02-074.00

Dear Tom:

Enclosed please find two Surplus Claim forms completed in the name of Allison N. Braman and Megan L. Kinkade, respectively. Also enclosed is a Decree Determining Heirship signed by the Honorable Deborah Daniels in Boone County Circuit Court Case 16BA-PR00078. Per your form, I have enclosed a copy of a photo ID for each of the claimants.

Please process the above claims, and provide notification to my office when the same has been completed. Thank you for your assistance in this matter.

Very truly yours,

Michael J. Sukup

MJS/kc  
Enclosures  
cc: Megan L. Kinkade  
Allison N. Braman

Attorneys

Helen M. Cripps, JD  
Jason D. Simmons, JD, LLM  
Michael J. Sukup, JD



Support Staff

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April 25, 2016

COPY

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Boone County Treasurer  
801 E Walnut Street, Rm 205  
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Re: Parcel: 16-311-00-02-074.00

Dear Tom:

Enclosed please find two Surplus Claim forms completed in the name of Allison N. Braman and Megan L. Kinkade, respectively. Also enclosed is a Decree Determining Heirship signed by the Honorable Deborah Daniels in Boone County Circuit Court Case 16BA-PR00078. Per your form, I have enclosed a copy of a photo ID for each of the claimants.

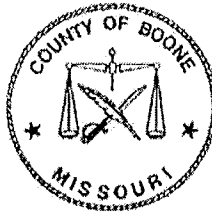
Please process the above claims, and provide notification to my office when the same has been completed. Thank you for your assistance in this matter.

Very truly yours,

Michael J. Sukup

MJS/kc  
Enclosures

cc: Megan L. Kinkade  
Allison N. Braman



COPY

Tom Darrough  
Boone County Treasurer

**SURPLUS CLAIM**

**NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED**

I, ALLISON N. BRAMAN, shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim one-half (1/2) of the surplus amount of \$31,036.83 resulting from the tax certificate sale conducted by the Boone County Collector on 08/24/2015. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to one-half (1/2) the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not waive legal right of property redemption within statutory limits
- The Boone County Treasurer processes surplus claims without charge
- Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
- The claim may not be approved as submitted, and additional information might be requested

Parcel: 16-311-00-02-074.00  
Sec 01 T48 R13  
400 W Texas Ave  
L3 B2 Parkade Hills SD #1 as shown in Plat Book/Page 5/29

Current mailing address:

7330 N. Oakland Gravel Rd.  
Street

City: Columbia State: Missouri Zip 65202

Social Security Number: \_\_\_\_\_

Driver's License/State ID Number: \_\_\_\_\_

Daytime Telephone Number(s): (573) 673-6739

Allison N. Braman  
Signature

04-15-2016  
Date

State of Missouri  
County of Boone

On this 15<sup>th</sup> day of April in the year 2016, before me, the undersigned notary public, personally appeared Allison N. Braman, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

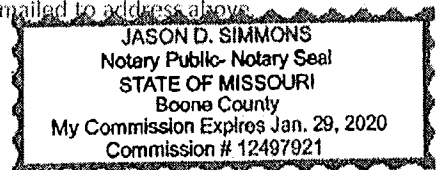
Jason D. Simmons  
Notary Public

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201.

**YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S LICENSE(S) OR STATE ID(S).**

Once paperwork is received and verified a check will be issued and mailed to address above.

BOONE COUNTY GOVERNMENT CENTER  
801 EAST WALNUT STREET, ROOM 205  
COLUMBIA, MISSOURI 65201  
(573) 886-4365  
FAX (573) 886-4369  
TREASURER@BOONECOUNTYMO.ORG  
WWW.SHOWMEBOONE.COM/TREASURER



COPY

IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI  
PROBATE DIVISION

IN THE ESTATE OF  
KEVIN F. BRAMAN, DECEASED

ESTATE NUMBER  
16BA-PR00078  
FILED  
BOONE COUNTY

APR 15 2016

CIRCUIT COURT  
COLUMBIA, MO.

DECREE DETERMINING HEIRSHIP

Now, on this 15 day of April, 2016, comes on for hearing, the Petition of ALLISON N. BRAMAN and MEGAN L. KINKADE for the determination of the heirs of KEVIN F. BRAMAN, Deceased. Co-Petitioners ALLISON N. BRAMAN and MEGAN L. KINKADE appear in person and by counsel.

The Court finds that notice of the time and place of the hearing has been given as provided by law and proof thereof duly filed. Thereupon evidence is produced upon said petition, and after hearing and considering the same and being duly advised in the premises, the court finds:

1. That the matters and facts stated in said petition are true;
2. That KEVIN F. BRAMAN died on August 7, 2014; that more than one year has elapsed since the date of his death; that no administration has been commenced on the estate of said Decedent in this state; and no Will of said Decedent has been offered for probate in this state;
3. That at the time of his death, Decedent owned the following described real property located in Boone County, Missouri, to-wit:

LOT THREE (3) IN BLOCK TWO (2) OF PARKADE HILLS  
SUBDIVISION NO. 1 AS SHOWN BY THE PLAT RECORDED IN  
PLAT BOOK 5, PAGE 29, RECORDS OF BOONE COUNTY,  
MISSOURI.

That at the time of his death, Decedent owed Two Thousand Nine Hundred Sixty-Three and 17/100 Dollars (\$2,963.17) in property taxes to Boone County, Missouri for the 2013 and 2014 tax years. A Tax Sale of the above described property was held on August 24, 2015. The property was purchased for Thirty-Four Thousand Dollars (\$34,000.00), leaving a surplus of Thirty-One Thousand Thirty-Six and 83/100 Dollars (\$31,036.83) held by the Boone County Collector after the payment of delinquent taxes.

Said property being the particular property described in said petition with respect to which the determination of heirship from and under said Decedent is sought by the petition;

4. That Decedent was survived by and left as sole and only heirs the following persons, whose names, relation to said decedent and interests in the property of said decedent as such heirs are as follows:

COPY

NAME	RELATION TO DECEASED	INTEREST IN PROPERTY
Allison N. Braman	Daughter	One-Half (1/2)
Megan L. Kinkade	Daughter	One-Half (1/2)

5. That Co-Petitioners claim and have an interest in the property above described owned by Decedent, at the time of death as an heir of said Decedent and are authorized to prosecute said petition;
6. Said Co-Petitioners are entitled to the relief prayed for in said petition.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the said KEVIN F. BRAMAN, Deceased, was survived by and left as sole and only heirs the following persons, whose names, relation to said decedent and respective interests in the property above-described owned by said decedent at the time of her death as aforesaid are as follows:

NAME	RELATION TO DECEASED	INTEREST IN PROPERTY
Allison N. Braman	Daughter	One-Half (1/2)
Megan L. Kinkade	Daughter	One-Half (1/2)

and that, subject to any lawful disposition thereof heretofore made by any of such heirs, said property above-described shall be and is hereby assigned to and vested in such above-named heirs to the extent of the respective interests hereinabove assigned to them and each of them.

Dated:

4/15/2016

  
HONORABLE DEBORAH DANIELS  
DIVISION XI

CERTIFICATE OF TRUE COPY  
I Christy Blakemore, Clerk of Circuit Court, within and for the county of Boone, State of Missouri, do certify that the foregoing is a true copy of an original document remaining on file and recorded in my office.

Witness my hand and SEAL of said Court this 15<sup>th</sup> day

of April 2016

Christy Blakemore, Circuit Clerk BY:

  
DEPUTY CLERK  
Shara Mayer



COPY

Tom Darrough  
Boone County Treasurer

**SURPLUS CLAIM**

**NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED**

I, MEGAN L. KINKADE, shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim one-half (1/2) of the surplus amount of \$31,036.83 resulting from the tax certificate sale conducted by the Boone County Collector on 08/24/2015. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to one-half (1/2) of the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not waive legal right of property redemption within statutory limits
- The Boone County Treasurer processes surplus claims without charge
- Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
- The claim may not be approved as submitted, and additional information might be requested

Parcel: 16-311-00-02-074.00  
Sec 01 T48 R13  
400 W Texas Ave  
L3 B2 Parkade Hills SD #1 as shown in Plat Book/Page 5/29

Current mailing address:

407 Amazon  
Street

City: Columbia State: Missouri Zip 65202

Social Security Number: \_\_\_\_\_  
Driver's License/State ID Number: \_\_\_\_\_  
Daytime Telephone Number(s): (573) 808-5778

Megan L. Kinkade  
Signature

4-15-16  
Date

State of Missouri  
County of Boone

On this 15<sup>th</sup> day of April in the year 2016 before me, the undersigned notary public, personally appeared Megan L. Kinkade, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

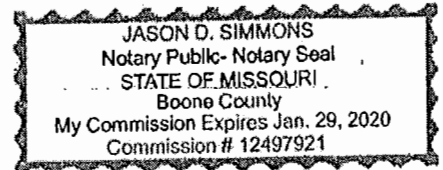
Jason D. Simmons  
Notary Public

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201.

**YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S LICENSE(S) OR STATE ID(S).**

Once paperwork is received and verified a check will be issued and mailed to address above.

BOONE COUNTY GOVERNMENT CENTER  
801 EAST WALNUT STREET, ROOM 205  
COLUMBIA, MISSOURI 65201  
(573) 886-4365  
FAX (573) 886-4369  
TREASURER@BOONECOUNTYMO.ORG  
WWW.SHOWMEBOONE.COM/TREASURER



COPY

IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI  
PROBATE DIVISION

IN THE ESTATE OF  
KEVIN F. BRAMAN, DECEASED

ESTATE NUMBER  
16BA-PR00070  
FILED  
BOONE COUNTY

APR 15 2016

CIRCUIT COURT  
COLUMBIA, MO.

DECREE DETERMINING HEIRSHIP

Now, on this 15 day of April, 2016, comes on for hearing, the  
Petition of ALLISON N. BRAMAN and MEGAN L. KINKADE for the determination of the heirs  
of KEVIN F. BRAMAN, Deceased. Co-Petitioners ALLISON N. BRAMAN and MEGAN L.  
KINKADE appear in person and by counsel.

The Court finds that notice of the time and place of the hearing has been given as provided  
by law and proof thereof duly filed. Thereupon evidence is produced upon said petition, and after  
hearing and considering the same and being duly advised in the premises, the court finds:

1. That the matters and facts stated in said petition are true;
2. That KEVIN F. BRAMAN died on August 7, 2014; that more than one year has elapsed since the date of his death; that no administration has been commenced on the estate of said Decedent in this state; and no Will of said Decedent has been offered for probate in this state;
3. That at the time of his death, Decedent owned the following described real property located in Boone County, Missouri, to-wit:

LOT THREE (3) IN BLOCK TWO (2) OF PARKADE HILLS  
SUBDIVISION NO. 1 AS SHOWN BY THE PLAT RECORDED IN  
PLAT BOOK 5, PAGE 29, RECORDS OF BOONE COUNTY,  
MISSOURI.

That at the time of his death, Decedent owed Two Thousand Nine Hundred Sixty-Three and 17/100 Dollars (\$2,963.17) in property taxes to Boone County, Missouri for the 2013 and 2014 tax years. A Tax Sale of the above described property was held on August 24, 2015. The property was purchased for Thirty-Four Thousand Dollars (\$34,000.00), leaving a surplus of Thirty-One Thousand Thirty-Six and 83/100 Dollars (\$31,036.83) held by the Boone County Collector after the payment of delinquent taxes.

Said property being the particular property described in said petition with respect to which the determination of heirship from and under said Decedent is sought by the petition;

4. That Decedent was survived by and left as sole and only heirs the following persons, whose names, relation to said decedent and interests in the property of said decedent as such heirs are as follows:

COPY

NAME	RELATION TO DECEASED	INTEREST IN PROPERTY
Allison N. Braman	Daughter	One-Half (1/2)
Megan L. Kinkade	Daughter	One-Half (1/2)

- That Co-Petitioners claim and have an interest in the property above described owned by Decedent, at the time of death as an heir of said Decedent and are authorized to prosecute said petition;
- Said Co-Petitioners are entitled to the relief prayed for in said petition.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the said KEVIN F. BRAMAN, Deceased, was survived by and left as sole and only heirs the following persons, whose names, relation to said decedent and respective interests in the property above-described owned by said decedent at the time of her death as aforesaid are as follows:

NAME	RELATION TO DECEASED	INTEREST IN PROPERTY
Allison N. Braman	Daughter	One-Half (1/2)
Megan L. Kinkade	Daughter	One-Half (1/2)

and that, subject to any lawful disposition thereof heretofore made by any of such heirs, said property above-described shall be and is hereby assigned to and vested in such above-named heirs to the extent of the respective interests hereinabove assigned to them and each of them.

Dated: 4/15/2016

  
HONORABLE DEBORAH DANIELS  
DIVISION XI

CERTIFICATE OF TRUE COPY  
I Christy Blakemore, Clerk of Circuit Court, within and for the county of Boone, State of Missouri, do certify that the foregoing is a true copy of an original document remaining on file and recorded in my office.

Witness my hand and SEAL of said Court this 15<sup>th</sup> day

of April 2016

Christy Blakemore, Circuit Clerk B/C

  
DEPUTY CLERK  
Shara Meyer



COPY

IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI  
PROBATE DIVISION

IN THE ESTATE OF  
KEVIN F. BRAMAN, DECEASED

ESTATE NUMBER  
16BA-PR00058  
FILED  
BOONE COUNTY

APR 15 2016

DECREE DETERMINING HEIRSHIP

CIRCUIT COURT  
COLUMBIA, MO.

Now, on this 15 day of April, 2016, comes on for hearing, the  
Petition of ALLISON N. BRAMAN and MEGAN L. KINKADE for the determination of the heirs  
of KEVIN F. BRAMAN, Deceased. Co-Petitioners ALLISON N. BRAMAN and MEGAN L.  
KINKADE appear in person and by counsel.

The Court finds that notice of the time and place of the hearing has been given as provided  
by law and proof thereof duly filed. Thereupon evidence is produced upon said petition, and after  
hearing and considering the same and being duly advised in the premises, the court finds:

1. That the matters and facts stated in said petition are true;
2. That KEVIN F. BRAMAN died on August 7, 2014; that more than one year has elapsed  
since the date of his death; that no administration has been commenced on the estate of said  
Decedent in this state; and no Will of said Decedent has been offered for probate in this state;
3. That at the time of his death, Decedent owned the following described real property located  
in Boone County, Missouri, to-wit:

LOT THREE (3) IN BLOCK TWO (2) OF PARKADE HILLS  
SUBDIVISION NO. 1 AS SHOWN BY THE PLAT RECORDED IN  
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The property was purchased for Thirty-Four Thousand Dollars (\$34,000.00), leaving a  
surplus of Thirty-One Thousand Thirty-Six and 83/100 Dollars (\$31,036.83) held by the  
Boone County Collector after the payment of delinquent taxes.

Said property being the particular property described in said petition with respect to which  
the determination of heirship from and under said Decedent is sought by the petition;

4. That Decedent was survived by and left as sole and only heirs the following persons, whose  
names, relation to said decedent and interests in the property of said decedent as such heirs  
are as follows:

COPY

NAME	RELATION TO DECEASED	INTEREST IN PROPERTY
Allison N. Braman	Daughter	One-Half (1/2)
Megan L. Kinkade	Daughter	One-Half (1/2)

5. That Co-Petitioners claim and have an interest in the property above described owned by Decedent, at the time of death as an heir of said Decedent and are authorized to prosecute said petition;
6. Said Co-Petitioners are entitled to the relief prayed for in said petition.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the said KEVIN F. BRAMAN, Deceased, was survived by and left as sole and only heirs the following persons, whose names, relation to said decedent and respective interests in the property above-described owned by said decedent at the time of her death as aforesaid are as follows:

NAME	RELATION TO DECEASED	INTEREST IN PROPERTY
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and that, subject to any lawful disposition thereof heretofore made by any of such heirs, said property above-described shall be and is hereby assigned to and vested in such above-named heirs to the extent of the respective interests hereinabove assigned to them and each of them.

Dated: 4/15/2016

  
HONORABLE DEBORAH DANIELS  
DIVISION XI

CERTIFICATE OF TRUE COPY  
I Christy Blakemore, Clerk of Circuit Court, within and for the county of Boone, State of Missouri, do certify that the foregoing is a true copy of an original document remaining on file and recorded in my office.

Witness my hand and SEAL of said Court this 15<sup>th</sup> day

of April 2016

Christy Blakemore, Circuit Clerk

  
DEPUTY CLERK  
Shara Mayer

## TIMELINE

Parcel # 16-311-00-02-074.00  
BRAMAN KEVIN F  
Sold at tax sale 8/24/2015

400 W Texas Ave Columbia, MO

- May 15, 2015** Lien search received from True Line Title Company
- May 21, 2015** Sent by certified and regular mail – a copy of lien search, deeds, bills and notice that property is subject to the 2015 Tax Certificate Sale to :
1. Braman Kevin F c/o Lisa Bartlett, 2204 Danforth Ct, Columbia MO 65201  
**cert returned 'unclaimed' 6/23/15**
  2. Missouri Dept of Revenue, State Collections Bureau, PO Box 3800, Jefferson City MO 65105  
**signed cert card received 5/29/15**
  3. Jihad Libbus, 5400 Highcroft Dr, Cary NC 27519  
**cert returned 'refused' 6/04/15**
  4. Discover Bank, Attn: James M McNeile, c/o Cohen-McNeile-&Pappas PC, 4550 Belleview 2<sup>nd</sup> Fl, KC MO 64111  
**signed cert card received 5/28/15**
  5. Bank of America NA, Attn: David Reid Gamache, c/o Gamache & Myers PC, 1000 Camera Ave Ste A, Saint Louis, MO 63126  
**signed cert card received 5/28/15**
  6. LVNV Funding LLC, Attn: John B Rowatt, c/o Berman & Rabin PA, 15280 Metcalf Ave, Overland Park KS 66223  
**signed cert card received 5/28/15**
- Feb 13, 2015** Mr Braman is deceased per his daughter, estate in probate, gave us name of his sister, Lisa Bartlett, who is handling the estate.
- Aug 24, 2015** Property sold at tax sale – Purchaser: Constance Niederhelman  
Bid amount: \$34,000.00 Surplus amount: \$31,036.83 (paid with cashier ck)
- Aug 26, 2015** Certificate of Purchase #2015-06 recorded in book 4489, page 87
- Aug 27, 2015** Tax sale surplus check 16895 - \$31,036.83 sent to Boone County Treasurer.
- Aug 27, 2015** Property sold at tax sale letter sent by certified mail to owner: Kevin F Braman, c/o Lisa Bartlett, 2204 Danforth Ct, Columbia MO 65201  
**cert returned 'unclaimed' 9/29/15**  
**re-sent by regular mail 9/29/15**
- Aug 28, 2015** Letter, Certificate of Purchase #2015-06, and paid tax receipts signed for & picked up by purchaser : Constance Niederhelman at our office.

2013 R 25530 - 2014 R 25593 Braman Kevin F

NOTES from AS400 record

08/14/2014 COBARB JONES SCHNEIDER & STEVENS LLC CALLED CHECKING ON THE TAX SALE. SAID THAT MR BRAMAN IS DECEASED. I LET HIM KNOW ABOUT THE ABILITY TO NOW MAKE PAYMENTS

11/03/2014 COANNA KEVIN HAS PASSED AWAY. HIS SISTER IS HANDLING HIS ESTATE, AND WOULD LIKE FOR US TO FILE A CLAIM WHEN IT GOES TO PROBATE

02/09/2015 COMARY JAN MAILING RETRN'D NO PO FO GAVE TO ANNA  
02/09/2015 COANNA CHANGED ADDRESS TO C/O MEGAN KINKADE (DAUG) PER OBIT & ACCURINT

02/13/2015 COMARY MEGAN BRAMAN CALLED - SAID NONE OF FAM HAVE \$ TO PAY TAXES, PROBATE TAKES 6 MONTHS THEN THEY PLAN ON SELLING PROP AFTER IT NAME ON DEED CHANG'D GAVE ME THE SISTER'S NAME THAT IS HANDLING ESTATE

02/17/2015 COMARY UPDATED ADDR PER THE BARTLETTS EMAIL ADDR CHANGE TO THRU COUNTY COLLECTOR

05/20/2015 COBARB CERTS IN PROGRESS  
05/21/2015 COBARB Added postage 6 @ 9.80  
05/21/2015 COBARB 6 CERTS/REG MAIL SENT

08/24/2015 COCHERI \*SOLD @ 2015 TAX SALE(8-24-2015) FOR 2013 & 2014 TAXES PURCHASER: CONSTANCE NIEDERHELMAN BID: \$34,000.00 - SURPLUS: \$31,036.83

09/29/2015 COBARB CERT MAIL TO c/o L Bartlett RE: PROPERTY SOLD AT AUCTION CAME BACK UNCLAIMED. SENT COPIES AND BROCHURE BY REGULAR MAIL

Property Information

Property Location (Situs Address)	400 W TEXAS AVE
-----------------------------------	-----------------

Legal Description  <u>FB</u> Initial if legal description matches description on delinquent statements. If not, explain discrepancies in Additional Info.	PARKADE HILLS SD NO 1 LOT 3 BLOCK 2  RECEIVED MAY 15 2015 BOONE COUNTY COLLECTOR
---	---

Vesting Deed

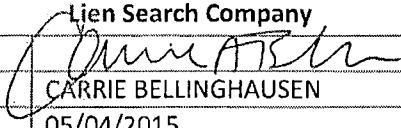
Name of Owner(s)	BRAMAN KEVIN F C/O LISA BARTLETT
Address	2204 DANFORTH CT., COLUMBIA, MO 65201
Title Taken By	GENERAL WARRANTY DEED
Date of Deed	08/24/2006
Date Recorded	08/28/2006
Book/Page	3009/186
Address Correction	

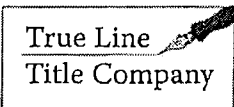
Open Deed(s) of Trust

First Deed of Trust	LIBBUS, JIHAD
Lender's Address	5400 HIGHCROFT DR, CARY, NC 27519
Deed of Trust Date	5/26/2008
Date Recorded	5/27/2008 11:31:46 AM
Book/ Page	3324/121
Loan Amount	\$18,500.00
Assigned To	
Date Assigned	

Second Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

Lien Search Company

Signature of Searcher	
Searcher (print)	CARRIE BELLINGHAUSEN
Date Searched	05/04/2015



True Line Title Company  
 110 E Ash Street  
 Columbia, MO 65203

**Additional Liens**

<b>Special Assessments</b>	
<b>Tax Bill #</b>	
<b>Address</b>	

<b>Federal Tax Liens</b>	
<b>Date</b>	
<b>Address</b>	

<b>State Tax Liens</b>	12BA-MC00783
<b>Date</b>	03/19/2012
<b>Address</b>	PO Box 3800, Jefferson City, MO 65105

<b>Mechanics Liens</b>	
<b>Date</b>	
<b>Address</b>	

<b>Judgments</b>	DISCOVER BANK
<b>Date</b>	05/27/2008
<b>Address</b>	4550 BELLEVIEW, 2 <sup>ND</sup> FLOOR, KANSAS CITY, MO 64111
<b>Case #</b>	07BA-CV03201

<b>Judgments</b>	BANK OF AMERICA
<b>Date</b>	11/16/2009
<b>Address</b>	1000 CAMERA AVE, STE A, SAINT SOUIS, MO 63126
<b>Case #</b>	09BA-CV03005-01

<b>Judgments</b>	LVNV FUNDING LLC ASSIGNEE OF HSBC BANK
<b>Date</b>	11/28/2011
<b>Address</b>	PO BOX 480707, KANSAS CITY, MO 64148-0707
<b>Case #</b>	11BA-CV05032

<b>Other (Lis Pendens, Bankruptcies, etc)</b>	
<b>Date</b>	
<b>Address</b>	
<b>Case #</b>	

**Additional Information**



Boone County, Missouri  
Unofficial Document

Recorded In Boone County, Missouri  
Date and Time 08/28/2006 at 08:37:56 AM  
Instrument # 2006023659 Book 3009 Page 186  
Grantor BRAMAN, PATRICIA L  
Grantee BRAMAN, KEVIN F

Instrument Type WD  
Recording Fee \$27.00 S  
No of Pages 2

*Bette Johnson*  
Bette Johnson, Recorder of Deeds



**GENERAL WARRANTY DEED**

THIS DEED, Made and entered into this day of 27<sup>th</sup> AUGUST, 2006 by and between PATRICIA L. BRAMAN, A SINGLE PERSON, party or parties of the first part, of Boone County, State of Missouri, grantor(s), and KEVIN F. BRAMAN, A SINGLE PERSON, party or parties of the second part, of Boone County, State of Missouri, grantee(s).  
Grantee's mailing address is 809 Randy Lane, Columbia MO 65201

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part the following described Real Estate, situated in the COUNTY of BOONE and State of Missouri to wit:

LOT THREE (3) IN BLOCK TWO (2) OF PARKADE HILLS SUBDIVISION NO. 1 AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 5, PAGE 29, RECORDS OF BOONE COUNTY, MISSOURI.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2006 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

*Patricia L. Braman*  
PATRICIA L. BRAMAN

Boone County, Missouri  
Unofficial Document BOONE COUNTY MO AUG 28 2006

STATE OF MISSOURI

COUNTY OF BOONE

On this 24<sup>th</sup> day of AUGUST, 2006

Before me personally appeared PATRICIA L. BRAMAN, A SINGLE PERSON to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that SHE executed the same as ~~their~~ <sup>her</sup> free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, the day and year first above written

My term expires the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Christine Kleindienst  
Signed

(SEAL)

Christine Kleindienst  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
COUNTY OF CALLAWAY  
MY COMMISSION EXPIRES DECEMBER 14, 2007



Property Information

Property Location (Situs Address)	400 W TEXAS AVE
-----------------------------------	-----------------

Legal Description	PARKADE HILLS SD NO 1 LOT 3 BLOCK 2	<p><b>RECEIVED</b></p> <p>MAY 14 2015</p> <p>BOONE COUNTY COLLECTOR</p>
<u>FB</u> Initial if legal description matches description on delinquent statements. If not, explain discrepancies in Additional Info.		

Vesting Deed

Name of Owner(s)	BRAMAN KEVIN F C/O LISA BARTLETT
Address	809 RANDY LN, COLUMBIA MO 65201-6123 <i>2204 Danforth Ct. Col Mo 65201</i>
Title Taken By	GENERAL WARRANTY DEED
Date of Deed	08/24/2006
Date Recorded	08/28/2006
Book/Page	3009/186
Address Correction	

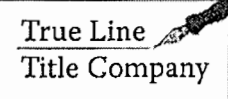
Open Deed(s) of Trust

First Deed of Trust	LIBBUS, JIHAD
Lender's Address	5400 HIGHCROFT DR, CARY, NC 27519
Deed of Trust Date	5/26/2008
Date Recorded	5/27/2008 11:31:46 AM
Book/ Page	3324/121
Loan Amount	\$18,500.00
Assigned To	
Date Assigned	

Second Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

Lien Search Company

Signature of Searcher	<i>Carrie Bellinghausen</i>
Searcher (print)	CARRIE BELLINGHAUSEN
Date Searched	05/04/2015



True Line Title Company  
110 E Ash Street  
Columbia, MO 65203

## Additional Liens

<b>Special Assessments</b>	
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<b>Address</b>	

<b>Federal Tax Liens</b>	
<b>Date</b>	
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<b>Address</b>	1000 CAMERA AVE, STE A, SAINT SOUIS, MO 63126
<b>Case #</b>	09BA-CV03005-01

<b>Judgments</b>	LVNV FUNDING LLC ASSIGNEE OF HSBC BANK
<b>Date</b>	11/28/2011
<b>Address</b>	PO BOX 480707, KANSAS CITY, MO 64148-0707
<b>Case #</b>	11BA-CV05032

<b>Other (Lis Pendens, Bankruptcies, etc)</b>	
<b>Date</b>	
<b>Address</b>	
<b>Case #</b>	

## Additional Information

True Line  
Title Company



True Line Title Company  
110 E Ash Street  
Columbia, MO 65203

**Property Information**

<b>Property Location (Situs Address)</b>	400 W TEXAS AVE
--	-----------------

<b>Legal Description</b>	PARKADE HILLS SD NO 1 LOT 3 BLOCK 2
<u>FB</u> Initial if legal description matches description on delinquent statements. If not, explain discrepancies in Additional Info.	

RECEIVED  
MAY 13 2015  
BOONE COUNTY COLLECTOR

**Vesting Deed**

<b>Name of Owner(s)</b>	BRAMAN KEVIN F
<b>Address</b>	809 RANDY LN, COLUMBIA MO 65201-6123
<b>Title Taken By</b>	GENERAL WARRANTY DEED
<b>Date of Deed</b>	08/24/2006
<b>Date Recorded</b>	08/28/2006
<b>Book/Page</b>	3009/186
<b>Address Correction</b>	


*c/o Lisa Powell*

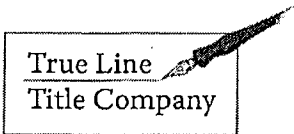
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<b>Loan Amount</b>	\$18,500.00
<b>Assigned To</b>	
<b>Date Assigned</b>	

<b>Second Deed of Trust</b>	
<b>Lender's Address</b>	
<b>Deed of Trust Date</b>	
<b>Date Recorded</b>	
<b>Book/ Page</b>	
<b>Loan Amount</b>	
<b>Assigned To</b>	
<b>Date Assigned</b>	

**Lien Search Company**

<b>Signature of Searcher</b>	
<b>Searcher (print)</b>	CARRIE BELLINGHAUSEN
<b>Date Searched</b>	05/04/2015



True Line Title Company  
110 E Ash Street  
Columbia, MO 65203

## Additional Liens

Special Assessments	
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Date	
Address	
Case #	

## Additional Information



True Line Title Company  
110 E Ash Street  
Columbia, MO 65203

5770SS1 V7R1M0 100423

BOONE

05/14/15 14:32:00

Display Device . . . . . : CONET004A  
User . . . . . : COBARB

MAINSR

BOONE COUNTY COLLECTIONS

COBARB

Bill	2013 R 25530	Paid N	Status	T TO SALE	
Name	BRAMAN KEVIN F		Tax		1,024.01
	809 RANDY LN		Fix Cost		49.10
	COLUMBIA MO 65201-6123		Ipay?	Penalty	286.72
			N	Fees	95.19
Curr	BRAMAN KEVIN F		Tot Bill		1,455.02
	C/O LISA BARTLETT		Note?	Payments	
	2204 DANFORTH CT		Y	Refunded	
	COLUMBIA MO 65201			Bank Int	
				Due	1,455.02

City 01	COLUMBIA	Fire		Schl C1	COLUMBIA SCHOOL
Lbry L2	COL LIBRARY	Road CO	COMMON ROAD	Watr	
Parcel	16-311-00-02-074.00	Acres	.00	Appraised	80,600
Address	400 W TEXAS AVE			Residential	15,314
Legal	PARKADE HILLS SD NO 1	Sectn	01	Agricultural	0
	LOT 3 BLOCK 2	Town	48	Vacant Farm	0
		Range	13	Commercial	0
				Assessed	15,314

F2=Key F3=Exit F4=Main F5=Transx F6=Entity F7=PrintBill  
 F9=Pay F10=Notes F11=Exp/Trnc F13=AddrChg F14=Misc F24=MoreKeys  
 BACK TAXES ARE DUE... PAY THOSE BILLS FIRST. +

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the 31st day of May 20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Mid-Missouri Peaceworks for October 16, 2016 from 12:00 p.m. to 4:30 p.m.

Done this 31st day of May, 2016.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use the Roger B. Wilson Boone County Government Center conference rooms or Centralia Satellite Office as follows:

Organization: Mid-Missouri Peaceworks  
Address: 804-C E. Broadway  
City: Columbia State: MO ZIP Code: 65201  
Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim Position in Organization: Director

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: Rain site for Walk for the Climate, Walkathon Kick-off

Description of Use (ex. Speaker, meeting, reception): Short gathering with some speakers

Date(s) of Use: 10/16/16

Start Time of Setup: 12 noon AM/PM Start Time of Event: 1:00 p.m. AM/PM

End Time of Event: 4:00 p.m. AM/PM End Time of Cleanup: 4:30 p.m. AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Mark Haim/Director

Phone Number: 573-875-0539 Date of Application: 5/16/16

Email Address: mail@midmopeaceworks.org

## PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noewmy  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 5-31-16