

**CERTIFIED COPY OF ORDER**STATE OF MISSOURI }  
County of Boone } ea.

July Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 22<sup>nd</sup> day of July 20 03

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

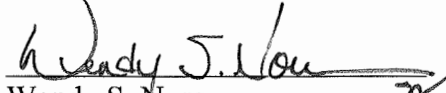
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
1243-10100: Judicial Grants and Contracts – Salaries and Wages	\$7,358.00
1243-10200: Judicial Grants and Contracts – FICA	\$563.00
1243-03451: Judicial Grants and Contracts – State Reimbursement	\$7,921.00

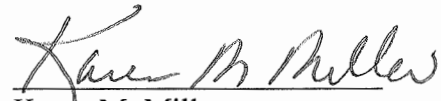
Said budget amendment is for the Intensive Intervention Model Program July 1, 2003 to December 31, 2003.

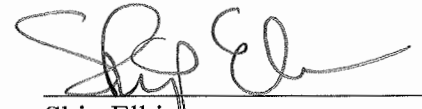
Done this 22<sup>nd</sup> day of July, 2003.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# BOONE COUNTY, MISSOURI

1st RECEIVED  
JUN 27 2003  
2nd 7/22

## REQUEST FOR BUDGET AMENDMENT

06/27/03

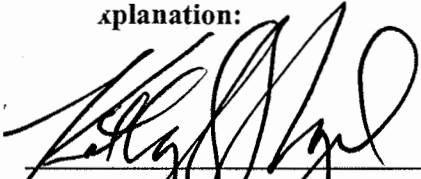
DATE

FOR AUDITORS USE  
349-2003

Department				Account					Account Title (or managerial code)	Decrease	Increase
1	2	4	3	1	0	1	0	0	Salaries/Wages		\$7358.
1	2	4	3	1	0	2	0	0	FICA		\$563
									<b>Total:</b>		\$7,921
1	2	4	3	0	3	4	5	1	State Reimbursement		\$7,921
									<b>Intensive Intervention Model</b>		
									07/01/03 - <del>06/30/04</del> 12/31/03		
									(Position #536)		

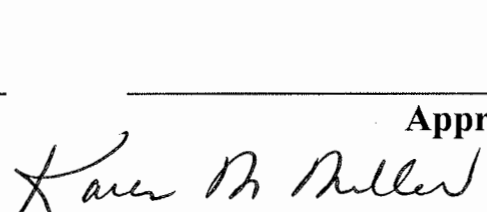
Explanation:

Intensive Intervention 7-1-03 to 12-31-03



Originating Office

PRESIDING COMMISSIONER



DISTRICT I COMMISSIONER



Approved - Auditor



DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- Schedule as a budget amendment item on a commission agenda, noted as a first reading. At least 5 days notice of the hearing is required.
- A copy of the budget amendment and all attachments must be available for public inspection and review, (the clerk's copy would serve this purpose).
- Final commission approval must be at least 10 calendar days after the first reading.

**NOTE: The 10 day comment period may not be waived.**

**Thirteenth Judicial Circuit Court**  
**Boone County Family Court Services**  
 Intensive Intervention Model

**EXPENDITURES**

Account	<i>Hourly</i> <del>Monthly</del> Rate	Totals July 1, 03 Dec. 31, 03
1243-10100	Hourly Salary ✓ 14.15x 520 hours	\$7,358.00 ✓
1243-10200	FICA 7.65%	\$562.89 ✓
<i>Position # 536 Family Counselor</i>		
<b>TOTAL:</b>		\$7,920.89 ✓

**Revenue**

Account	Totals July 1, 03 - Dec. 31, 03
1243-03451      State Reimbursement	\$7,920.89 ✓

**JUVENILE COURT DIVERSION  
APPROVED BUDGET OUTLINE**

Circuit: 13 Project Title: Intensive Intervention  
 Contract Number: ERD 172033 State Fiscal Year: 2004

FUNDING CATEGORY	DYS FUNDS REQUESTED	DYS FUNDS AWARDED
<b>Personnel</b>	19,418.64	15,057.94
Fringe Benefits	1485.53	1153.68
Total Personnel	20,904.17	16,211.62
<b>Travel</b>		
Total Travel	ϕ	ϕ
<b>Equipment and Property</b>		
Total Equipment	ϕ	ϕ
<b>Supplies / Operation</b>		
Total Supplies / Operation	ϕ	ϕ
<b>Contractual</b>		
Total Contractual	ϕ	ϕ
<b>TOTAL DYS FUNDS AWARDED</b>		# 16,211.62

Jamene A. Tucker 6/24/03

7/9/2003

FY 2003  
Budget Amendments/Revisions  
Judicial Grants & Contracts (1243)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	4/4/2003	91301	Computer Hardware		5,107	Revise budget per JAIBG grant	
		71100	Outside Services	3,900			
		71101	Professional Services	1,270			
2	5/5/2003	3411	Federal Grant Reimbursement	70,359		Establish revenue & expenditure budget for Mental Health Court grant	
		37220	Travel	1,790			
		37230	Meals & Lodging - Training	4,844			
		37235	Meals & Lodging - Other	600			
		37240	Registration/Tuition	125			
		59200	Local Mileage	1,000			
		71100	Outside Services	62,000			
3	6/27/2003	10100	Salaries & Wages	7,358		Intensive Intervention grant 7/1/03 to 12/31/03	
		10200	FICA	563			
		3451	State Grant Reimbursement	7,921			

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the May Adjourned Term. 20 03

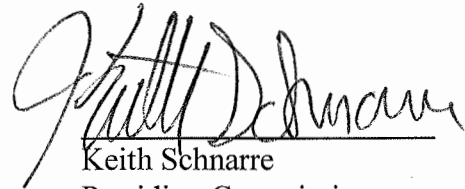
In the County Commission of said county, on the 22<sup>nd</sup> day of July 20 03  
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
1243-10100: Judicial Grants and Contracts – Salaries and Wages	\$27,248.00
1243-10200: Judicial Grants and Contracts – FICA	\$2,085.00
1243-10325: Judicial Grants and Contracts – Disability	\$125.00
1243-03451: Judicial Grants and Contracts – State Reimbursement	\$29,458.00

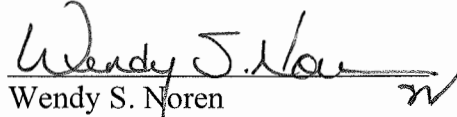
Said budget amendment is for the Probation Services Enhancement Program July 1, 2003 to December 31, 2003.

Done this 22<sup>nd</sup> day of July, 2003.

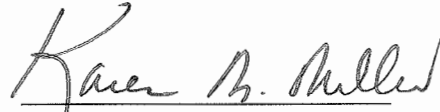


Keith Schnarre  
 Presiding Commissioner

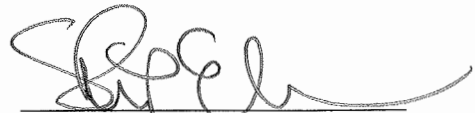
ATTEST:



Wendy S. Noren  
 Clerk of the County Commission



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

# BOONE COUNTY, MISSOURI

2nd 4/27  
RECEIVED  
JUN 27 2003

## REQUEST FOR BUDGET AMENDMENT

06/27/03

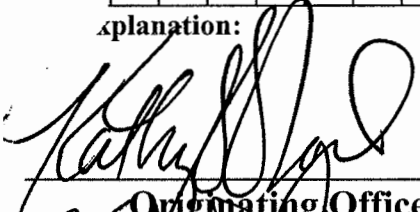
DATE

FOR AUDITORS USE  
350-2003

Department				Account					Account Title (or managerial code)	Decrease	Increase
1	2	4	3	1	0	1	0	0	Salaries/Wages		\$27,248
1	2	4	3	1	0	2	0	0	FICA		\$2,085
1	2	4	3	1	0	3	2	5	Disability		\$125
									<b>Total:</b>		\$29,458
1	2	4	3	0	3	4	5	1	State Reimbursement		\$29,458
									<b>Probation Services Enhancement</b>		
									07/01/03 - <del>06/30/04</del> 12/31/03		
									(Positions #560 & 561)		

Explanation:

Probation Services 7-1-03 to 12-31-03



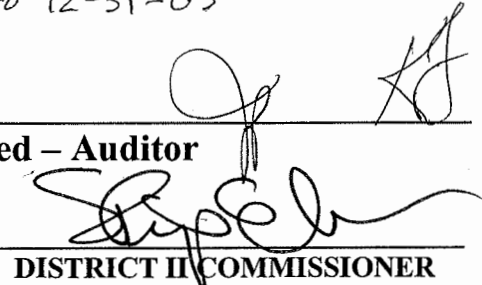
Originating Office

PRESIDING COMMISSIONER



DISTRICT I COMMISSIONER

Approved - Auditor



DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- Schedule as a budget amendment item on a commission agenda, noted as a first reading. At least 5 days notice of the hearing is required.
- A copy of the budget amendment and all attachments must be available for public inspection and review, (the clerk's copy would serve this purpose).
- Final commission approval must be at least 10 calendar days after the first reading.

**NOTE: The 10 day comment period may not be waived.**

**Thirteenth Judicial Circuit Court**  
**Boone County Family Court Services**  
 Probation Services Enhancement

**EXPENDITURES**

Account	<i>Hourly</i> Monthly Rate	Totals July 1,03 - Dec. 31, 03
1243-10100     Hourly Salary	13.10x2080(2FTE)	\$27,248.00 ✓
1243-10200     FICA	7.65%	\$2,084.47 ✓
1243-10325     Disability	0.0046	\$125.34 ✓
<b>TOTAL:</b>		<b>\$29,457.81</b>

*Positions #560 DJO III*  
*#561 DJO III*

**Revenue**

Account	Totals July 1,03 - Dec. 31, 03
1243-03451     State Reimbursement	\$29,457.81 ✓



**JUVENILE COURT DIVERSION  
APPROVED BUDGET OUTLINE**

Circuit: 13 Project Title: Probation Services Enhancement

Contract Number: ERO 172034 State Fiscal Year: 2004

FUNDING CATEGORY	DYS FUNDS REQUESTED	DYS FUNDS AWARDED
<b>Personnel</b>	54,496.00	54,496.00
Fringe Benefits	12,566.78	13,426.00
Total Personnel	67,062.78	67,922.00
<b>Travel</b>		
Total Travel	0	0
<b>Equipment and Property</b>		
Total Equipment	0	0
<b>Supplies / Operation</b>		
Total Supplies / Operation	0	0
<b>Contractual</b>		
Total Contractual	0	0
<b>TOTAL DYS FUNDS AWARDED</b>		<b>\$67,922.00</b>

*Jaworski*

6/24/03

7/9/2003

FY 2003  
 Budget Amendments/Revisions  
**Judicial Grants & Contracts (1243)**

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	4/4/2003	91301	Computer Hardware		5,107	Revise budget per JAIBG grant	
		71100	Outside Services	3,900			
		71101	Professional Services	1,270			
2	5/5/2003	3411	Federal Grant Reimbursement	70,359		Establish revenue & expenditure budget for Mental Health Court grant	
		37220	Travel	1,790			
		37230	Meals & Lodging - Training	4,844			
		37235	Meals & Lodging - Other	600			
		37240	Registration/Tuition	125			
		59200	Local Mileage	1,000			
		71100	Outside Services	62,000			
3	6/27/2003	10100	Salaries & Wages	7,358		Intensive Intervention grant 7/1/03 to 12/31/03	
		10200	FICA	563			
		3451	State Grant Reimbursement	7,921			
4	6/27/2003	10100	Salaries & Wages	27,248		Probation Services grant 7/1/03 to 12/31/03	
		10200	FICA	2,085			
		10325	Disability Insurance	125			
		3451	State Grant Reimbursement	29,458			

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the May Adjourned Term. 20 03

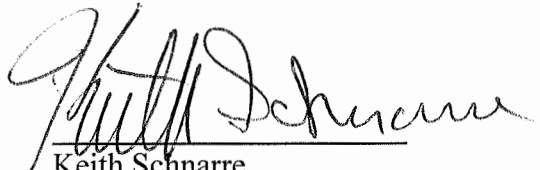
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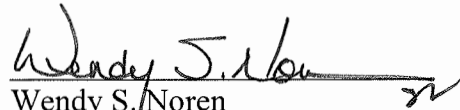
DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
2540-91300: Civil Process Fund – Machinery and Equipment	\$7,825.00


Said budget amendment is to establish an expenditure budget to purchase a Digital Video Surveillance System for the Boone County Jail.

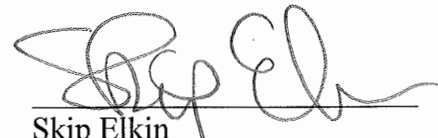
Done this 22<sup>nd</sup> day of July, 2003.

  
 Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

2nd 4122  
JUL 08 2003

7-103

EFFECTIVE DATE

FOR AUDITORS USE

351-2003

Department	Account	Department Name	Account Name	(Use whole \$ amounts)	
				Decrease	Increase
2540	91300	Civil Proccss	Mach: Equip		7825. <sup>00</sup>

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary):

TO Establish a expenditure budget to purchase Digital Video Surveillance System for the jail

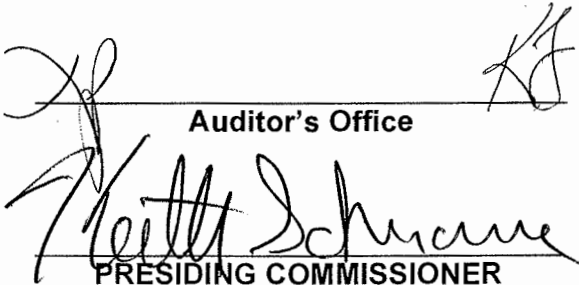


Requesting Official

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

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

Auditor's Office



PRESIDING COMMISSIONER



DISTRICT I COMMISSIONER



DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

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

# Boone County Purchasing

Marlene Ridgway  
Buyer



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

---

## MEMORANDUM

 **COPY**

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: 31-13MAY03 – Digital Video Surveillance System  
DATE: July 9, 2003

The Sheriff's department and the Purchasing Department have evaluated the responses received for the above reference bid. We recommend rejecting the bid from Tech Electronics as they did not fully respond to the requirements as some of the computer hardware was not included in their bid. We further recommend awarding to ADT Security Services for having the best bid considering the total purchase price and 5 year maintenance agreement. Total contracted price is \$7,825.00 with maintenance for years 2 through 5 at \$1,524 per year. This is to be paid from organization 2540 account 91300 and is contingent of a budget amendment approval.

The bid tabulation is attached.

*To Karen Frederich  
Leasa Quick*

# BID TABULATION

## 31-13MAY03 - DIGITAL VIDEO SURVEILLANCE SYSTEM

		Digatron Denver, Co	Henderson Electric Fenton, MO	ADT Security St. Louis, MO	Tech Electronics Columbia, MO
Item #	Description	Pricing	Pricing	Pricing	Pricing
4.7.1.	Digital Video Surveillance System as specified in Section 2.	\$ 15,046.09	\$ 7,805.00	\$ 7,825.00	\$ 5,720.00
4.7.2.	Annual Maintenance agreement including software upgrades	\$ 1,504.61	1st year under warranty after that \$2372/yr	\$127.00/month	Included in 1st year War
4.8.	Please Describe Warranty	1 Yr Parts & Labor Advance Replacement as needed. Free software upgrades for the life of the unit. Please see attached scope of work for warranty Information	1st year under warranty	Manufacture's one-year	1 Year Parts & Labor Mon-Fri 8-430 All up-grades included
4.9.	Additional increase if the County purchases additional units in 2004 %	0.00%	8%	0%	2%
4.10.	ARO	30-45 Days	30 Days	30 to 45	14
4.11.	Co-op	Yes	Yes	Yes	Yes

No Bid

Central Security Sys

SKC Electric

L. Roland Kimball & Associates

Loyds Lock Co.

Wernall Service Business Solutions

# BID AWARD RECOMMENDATION

**To:** Warren Brewer, Boone County Sheriff's Department

**From:** Marlene Ridgway, Buyer

**Date:** 5/14/03

**Bid Number/Name:** -31-13MAY03 – Digital Video Surveillance System

Attached are the bid tabulation and the four responses received.

After reviewing the information submitted, I recommend rejecting the bid from Tech Electronics. Their bid does not meet our minimum specifications, in my judgment, in the following areas: does not meet our PC requirements and there is not enough information about the equipment to compare it to the Digatron model.

The next low bidder was from Henderson Electric. They proposed an equivalent model, a BASys Max system from Brewster Alexander. After reviewing their submittal, they have met or exceeded our requirements except for section 2.3.1. Their system did not come with a DVD+RW and Microsoft Works Suite 2003. Instead, it is equipped with the CD-RW. They also included upgrades up through December 31, 2004 and we specified in 2.7.1. that upgrades should be provided as they become available. These items may or may not be minor, so please review the responses to make your determination. Their system was bid at \$7,805.00.

The bid from ADT Security Services met our specifications except for some clarification items that are attached to their bid. They also included a demo CD that explains their system. I had a chance to review and to my knowledge, did not find any other items that were not otherwise clarified that conflicted with our request for bid. They responded with a bid price of \$7,825.00.

Digatron did response to our request. They meet our requirements except where the PC was specified. We requested a 2.4 GHz and they responded with a 1.7 GHz. Their bid price for the equipment is \$15,046.09.

If you are interested in viewing or trying out any equipment that was proposed, please contact me and I can make arrangements for that to be done. If this bid does not you're your needs, please contact me to discuss.

When a recommendation has been determined, please complete form and return to me. As always, if you have any questions, let me know.

## DEPARTMENT REPLY:

\_\_\_\_\_ Accept award to \_\_\_\_\_ as recommended to be paid from organization \_\_\_\_\_ account \_\_\_\_\_.

Recommend accepting the following bids for the following reasons: *See attached memo*

\_\_\_\_\_ Recommend that all bids be rejected (explain reasons for rejection)

Elected Official/Department Director Signature:  Date: *6-2003*



**BOONE COUNTY SHERIFF'S DEPARTMENT**  
**2121 County Drive, Columbia, MO 65202**  
**573/875-1111 Fax 573/874-8953**

---

**MEMORANDUM**

**DATE:** June 30, 2003  
**TO:** Leasa Quick  
**FROM:** Lieutenant Keith R. Hoskins  
**SUBJECT:** Digital Video Recorder Bids

Leasa,

After reviewing the bids that were received for the Digital Video Recorder System I am suggesting that we go with the bid from ADT Security Services. The bid from Tech Electronics was recommended to be rejected by purchasing.

The next low bidder was Henderson Electric. After several attempts to get a demonstration set up with Henderson Electric we have yet to view that system. On June 19<sup>th</sup>, 2003, I was in conversation with Everett Simmons of Henderson Electric and he had taken it upon himself to set up a demonstration on June 27<sup>th</sup>. During this conversation I informed Mr. Simmons that this date was not conducive to our schedule and ask that it be rescheduled. During this telephone conversation, Mr. Simmons continuously interrupted the conversation in order to answer several other incoming lines, never placing my call on hold. When I pressed him for a date before the end of the month, his response was, "let me look here at a couple of dates" and then immediately hung up the telephone. With this type of treatment of a potential customer, I am somewhat concerned as to how a regular customer would be treated.

After ending this telephone call with Mr. Simmons, I contacted the next bidder ADT Security Services. I left a message on the contact person's voice mail and within an hour I had a name and number of a system that could be viewed at our pleasure. This system was viewed on Friday June 27, 2003 in Kansas City, KS. The system meets our needs and is very user friendly.

I am recommending that we purchase the system that was bid by ADT Security Systems of St. Louis, MO.

Lt. Keith R. Hoskins





**BOONE COUNTY SHERIFF'S DEPARTMENT**  
**2121 County Drive, Columbia, MO 65202**  
**573/875-1111 Fax 573/874-8953**

---

**MEMORANDUM**

**DATE:** July 3, 2003  
**TO:** Leasa Quick  
**FROM:** Lieutenant Keith R. Hoskins  
Lieutenant Jenny L. Atwell  
**SUBJECT:** Digital Video Recorder Bids

Leasa,

After reviewing the bids that were received for the Digital Video Recorder System I am suggesting that we go with the bid from ADT Security Systems. The bid from Tech Electronics was recommended to be rejected by purchasing.

I have had the opportunity to visit a place of business that uses the American Dynamics System Intellex. In addition Lt. Atwell has had the opportunity to view the demonstration CD that has been provided to us. On July 3, 2003 we were afforded the opportunity to view the system that Henderson Electric was bidding. Both of the systems meet our needs with each system having options that the other doesn't.

Based on the demonstrations and the capability of individuals who are not as computer literate as others we would suggest that we go with American Dynamics System Intellex due to the ease of use of an individual operating the system.

Lt. Keith R. Hoskins

**Fund 254: Sheriff Civil Charges Fund**  
**Solvency Analysis**  
**Prepared by Auditor's Office**  
**7-09-2003**

Fund Balance 1-1-2003 (Account 2913) 29,626.78

Plus: Actual Revenues 2003  
 Charges for Services 50,140.78  
 Interest (140.78)  
 50,000.00

Less: Budgeted Expenditures 2003

	Current Budget	Pending Budget Revision/ Amendment	This Budget Revision/ Amendment	Total		Actual YTD Expenditures + Encumbrances	Remaining Budget
Class 1	0.00	0.00	0.00	0.00		0.00	0.00
Class 2	2,475.00	0.00	0.00	2,475.00		1,425.95	1,049.05
Class 3	0.00	0.00	0.00	0.00		0.00	0.00
Class 4	0.00	0.00	0.00	0.00		0.00	0.00
Class 5	0.00	0.00	0.00	0.00		0.00	0.00
Class 6	0.00	0.00	0.00	0.00		0.00	0.00
Class 7	0.00	0.00	0.00	0.00		0.00	0.00
Class 8	0.00	0.00	0.00	0.00		0.00	0.00
Class 9	5,695.00	4,443.00	7,825.00	17,963.00		5,695.00	12,268.00
	<u>8,170.00</u>	<u>4,443.00</u>	<u>7,825.00</u>		(20,438.00)	<u>7,120.95</u>	<u>13,317.05</u>

Anticipated Fund Balance 12-31-2003 59,188.78

2003 CLASS 9

Dept-Account	Description	Original Budget Amount	Budget Revision Date	Budget Revision Amount	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
<b>Sheriff Civil Charges</b>										
2540-91300	Budget Amendment		6-26-2003	4,443	4,443					4,443
2540-91300	metal detector - (1)					6-26-2003	4,443			(4,443)
2540-91300	Budget Amendment		7-9-2003	7,825	7,825					7,825
2540-91300	digital video surveillance system for jail									0
	Total	<u>0</u>		<u>12,268</u>	<u>12,268</u>		<u>4,443</u>		<u>0</u>	<u>7,825</u>
2540-91301	Budget Amendment		2-14-2003	1,150	1,150					1,150
2540-91301	duplex digital multiplexer - (1)							4-21-2003	1,175	(1,175)
2540-91301	Budget Revision moving funds from 2540-23850		4-22-2003	25	25					25
	Total	<u>0</u>		<u>1,175</u>	<u>1,175</u>		<u>0</u>		<u>1,175</u>	<u>0</u>
2540-92300	Budget Amendment		2-14-2003	350	350					350
2540-92300	power car washer - (1)							4-22-2003	350	(350)
	Total	<u>0</u>		<u>350</u>	<u>350</u>		<u>0</u>		<u>350</u>	<u>0</u>
2540-92301	Budget Amendment		2-14-2003	4,170	4,170					4,170
2540-92301	monitor - flat panel - (2)							5-6-2003	4,170	(4,170)
	Total	<u>0</u>		<u>4,170</u>	<u>4,170</u>		<u>0</u>		<u>4,170</u>	<u>0</u>
	Total Sheriff Civil Charges	<u>0</u>		<u>17,963</u>	<u>17,963</u>		<u>4,443</u>		<u>5,695</u>	<u>7,825</u>

7/9/2003

FY 2003  
Budget Amendments/Revisions  
**Sheriff Civil Charges (2540)**

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	2/4/2003	23001	Printing	500		Establish expenditure budget	
		23850	Minor Equipment & Tools	2,000			
		91301	Computer Hardware	1,150			
		92300	Replace Machinery & Equip	350			
		92301	Replace Computer Hardware	4,170			
2	4/22/2003	23850	Minor Equipment & Tools		25	Cover class 9	
		91301	Computer Hardware	25			
3	6/26/2003	91300	Machinery & Equipment	4,443		Purchase metal detector for the jail	
4	7/9/2003	91300	Machinery & Equipment	7,825		<b>Purchase digital video surveillance system for the jail</b>	

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the May Adjourned Term. 20 03

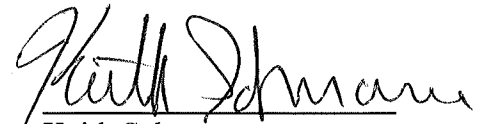
In the County Commission of said county, on the 22<sup>nd</sup> day of July 20 03  
 the following, among other proceedings, were had, viz:

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

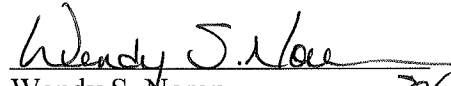
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1243-03411: Judicial Grants – Federal Reimbursement Grant	\$7,970.00	
1243-10100: Judicial Grants – Salaries	\$1,615.00	
1243-10200: Judicial Grants – FICA	\$124.00	
1243-71100: Judicial Grants – Outside Services	\$800.00	
1243-71101: Judicial Grants – Professional Services	\$5,431.00	
4020-03411: JJC Capital Projects – Federal Grant Reimbursement		\$7,970.00
4020-71231: JJC Capital Projects – Owner Cost		\$7,970.00

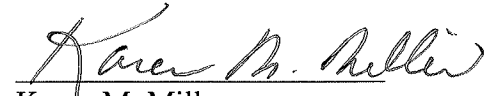
Said budget revision is for the computer locking system at the Juvenile Justice Center.

Done this 22<sup>nd</sup> day of July, 2003.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# REQUEST FOR BUDGET REVISION

## BOONE COUNTY, MISSOURI

7/11/03

EFFECTIVE DATE

RECEIVED JUL 16 2003

FOR AUDITORS USE

352-2003

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Transfer From	Transfer To
											Decrease	Increase
1	2	4	3	0	3	4	1	1	Judicial Grants	Federal Grant Reimb.	7970.00	
1	2	4	3	1	0	1	0	0	Judicial Grants	Salaries	1615.00	
1	2	4	3	1	0	2	0	0	Judicial Grants	FICA	124.00	
1	2	4	3	7	1	1	0	0	Judicial Grants	Outside Services	800.00	
1	2	4	3	7	1	1	0	1	Judicial Grants	Professional Services	5431.00	
4	0	2	0	0	3	4	1	1	JJC Capital Projects	Federal Grant Reimb.		7970.00
4	0	2	0	7	1	2	3	1	JJC Capital Projects	Owner Cost		7970.00
<b>Total</b>										<b>7970.00</b>	<b>7970.00</b>	

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): Request transfer of funds from personnel categories and contractual services to JJC capital project budget for the purpose of upgrading the locking control system computer at the Juvenile Justice Center as part of owner cost. This system was originally installed in 1995. Since that time, new technology has been created to enhance and improve the system. The upgrade would also provide a backup system to the main computer, which at this time there is none. The funds are being transferred from counseling/testing service project that were not needed, as originally anticipated. Funds are also being transferred from the counselor position that was vacated on July 9, 2003 and will not be filled nor is it being continued next year.

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year?  YES  NO  
 If not, please explain (use an attachment if necessary):

  
 Requesting Official

2002/2003 JAIBG - Revise Budget

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

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

  
 Auditor's Office

  
 PRESIDING COMMISSIONER

  
 DISTRICT I COMMISSIONER

  
 DISTRICT II COMMISSIONER

BOB HOLDEN  
Governor

CHARLES R. JACKSON  
Director



STATE OF MISSOURI  
DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR

Truman Building, Room 870  
Mailing Address: P.O. Box 749  
Jefferson City, MO 65102-0749  
Telephone: 573-751-4905  
FAX: 573-751-5399  
Toll Free: 888-FYI-MDPS  
Internet Address:  
<http://www.dps.state.mo.us/>

July 9, 2003

Kirk Kippley  
Boone, County of  
Accountability Enhancement Programs and Services  
5665 N. Roger I. Wilson Memorial Drive  
Columbia, MO 65201

RE: 2001-JAIBG-LG-03

Dear Mr. Kippley:

This letter is to inform you that your request for a budget revision has been approved. Enclosed you will find a Contract Adjustment Notice which needs to be kept in your files for future monitoring visits.

If you should have any questions pertaining to this matter, please do not hesitate to call (573) 526-1931. Thanks again for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to be "ES", written over a circular stamp or mark.

Erin Sherman  
Program Specialist

ES/ad

C Keith Schnarre, Presiding Commissioner  
File



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
 OFFICE OF THE DIRECTOR  
**CONTRACT ADJUSTMENT NOTICE**

P.O. Box 749  
 Jefferson City, MO 65102  
 Phone: (314) 751-4905

ADJUSTMENT NO.  <b>1</b>	DATE  July 2, 2003
--------------------------------	--------------------------

CONTRACTOR NAME  <b>Boon County</b>
---

PROJECT TITLE  <b>Accountability Enhancement Programs and Services</b>
--

PRESENT CONTRACT PERIOD  FROM <b>10/01/02</b> TO <b>09/30/03</b>	CONTRACT NUMBER  <b>2001-JAIBG-LG-03</b>
--	--

**TO CONTRACTOR: Your request to change, amend, or adjust this contract is approved subject to such conditions or limitations as may be set forth below.**

Nature of change, amendment, or adjustment  
  
**Budget Revision**

**Conditions or Limitations**

<b>Budget is changed:</b>	<b>From</b>	<b>To</b>
Personnel	\$51,656.23	\$49,917.48
Personnel Overtime		
Volunteer Hours		
Travel		
Equipment	\$2,892.50	\$10,862.21
Supplies/Operations	\$7,694.00	\$7,694.00
Contractual	\$9,330.96	\$3,100.00
Renovation/Construction		
<b>Total Project Cost</b>	<b>\$71,573.69</b>	<b>\$71,573.69</b>
Federal/State Share	\$64,416.32	\$64,416.32
Local Match Share	\$7,157.37	7157.37

**All terms and conditions of the original Award of Contract apply to this Contract Adjustment Notice.**

Director or Deputy Director, Department of Public Safety  <i>Charles R. Jackson</i>	DATE  July 2, 2003
---	--------------------------



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR  
REQUEST TO REVISE THE BUDGET

**COPY**

P.O. Box 749  
Jefferson City, MO 65102  
Telephone: 573-751-4905  
FAX: 573-751-5399



Contractor Name <b>Boone County</b>					
Project Title <b>Accountability Enhancement Programs and Services</b>			Contract Number <b>2001-JAIBG-LG-03</b>		
COST CATEGORY	CURRENT BUDGET		REQUESTED REVISED BUDGET		NET CHANGE (+ OR -)
PERSONNEL <i>(Plus Fringes and Overtime)</i>	51,656.23		49,917.48		-1,738.75
VOLUNTEER TIME					
TRAVEL					
EQUIPMENT	2,892.50		10,862.21		7,969.71
SUPPLIES/OPERATIONS	7,694.00		7,694.00		
CONTRACTUAL	9,330.96		3,100.00		-6,230.96
RENOVATION/CONSTRUCTION					
TOTAL PROJECT COSTS	71,573.69	100%	71,573.69	100%	0.00
TOTAL FEDERAL/STATE SHARE	64,416.32	%	64,416.32	%	
TOTAL LOCAL MATCH SHARE	7,157.37	%	7,157.37	%	

**NARRATIVE JUSTIFICATION** – Briefly explain the requested change. Explain why a reduction in some categories will not be detrimental to the project and an increase in others will further the objectives of the project. Attach copies of each changed budget detail sheet.

This request is to transfer funds from the contractual and personnel categories to equipment for the purpose of upgrading the locking control system computer at the Boone County Juvenile Justice Center. This transfer would pay part of the cost for the upgrade of the locking control system. This system was originally installed in 1995. Since that time, new technology has been created to enhance and improve the system. The upgrade would also provide a backup system to the main computer in case of computer failure. At this time, there is no backup to the locking control system.

The budget revision would not be detrimental to the personnel or contractual projects. The transfer from personnel is from the psychological service provider. This position is being vacated on July 9, 2003 and will not be filled nor is it being continued next year. Thus, it will leave a balance of \$1,738.75 in personnel. The transfer from contractual is from the reality therapy training and counseling/testing services. It has been decided that the second part of the reality therapy training will not take place. The balance for this project is \$800.00. The counseling/testing service project was not funded adequately through another source and at this time will not be developed. The amount for this project is \$5,430.96.

<b>PREPARED BY</b>		
Signature <i>Kirk Kippley</i>	Date <i>6/26/03</i>	Telephone Number: 573-886-4450 E-Mail Address: Kirk.Kippley@osca.state.mo.us Fax Number: 573-886-4461
<b>APPROVED BY</b> Authorized Official <i>Kathy Schuane</i>		Date <i>6/26/03</i>

**CONTRACTUAL**

PROJECT TITLE: Accountability Enhancement Programs and Services

APPLICANT AGENCY: Boone County

**INSTRUCTIONS**

- Under the **Nature of Service** column, describe the types of consultant services or contracts desired.
- Under the **Basis for Cost Estimate**, enter the total amount of time to be used and the rate of compensation per unit of time. *In the narrative under budget justification, include statements justifying the rate of compensation per unit of time and the necessity for including the costs in the project budget.*

- In the **Total Cost** column, record the costs to be calculated as follows: (amount of time) x (rate of compensation).
- A copy of any contractual agreement made as a result of an award through this grant program must be forwarded to the Department of Public Safety. Any service that does not have a contractual agreement cannot be listed on this page.
- Any contractual agreement entered into as a result of an award of contract by DPS must be for a time period within the contract period designated by DPS.

NATURE OF SERVICE	BASIS FOR COST ESTIMATE	TOTAL COST
Area 7  Reality Therapy Training	<b>Intensive Reality Therapy Training</b>  3 days with two instructors for 18 Family Court Staff Members. Instructors: David and Sharon Jackson, Certified through William Glasser Institute. This includes the following: 3 day training fee for 2 instructors                   \$2,700.00 Lodging (\$54.44/night, includes tax - 3 nights)   \$163.65 Travel and meals   \$236.35	3,100.00
State/Federal Share	\$ 2,790.00	
Local Match Share	\$ 310.00	<b>TOTAL CONTRACTUAL COST</b> \$ 3,100.00

# PERSONNEL

**PROJECT TITLE:** Accountability Enhancement Programs and Servic

**APPLICANT AGENCY:** Boone County

## INSTRUCTIONS

1. Include all personnel to be employed on the proposed project.
2. Under **Title or Position**, list each proposed position.
3. Under **Name of the Individual**, list the name of the person who will fill each proposed position (if known).
4. Show **Monthly Salary** for each individual and show the **Percent Of Time** to be devoted to this grant funded project.
5. The **Total Costs** should be calculated as follows:  
(Salary/Month) x (% of Time on Grant) x (Months to be employed).
6. Under the **Fringe Benefits** section, identify the particular benefits such as social security, workers' compensation, insurance, etc.
7. Under the column entitled **Basis for Cost Estimate**, enter the formula for computing the cost for each fringe benefit.
8. Enter the total in the **Total Cost** column.

TITLE OR POSITION	NAME OF INDIVIDUAL	SALARY PER MONTH	% OF TIME ON GRANT	MONTHS TO BE EMPLOYED	TOTAL COS
Legal Assistant	Dawn Ford (Area 7, Program 1)	1,817.60	100%	12	21,811.20
Arts Instructor	Cathy Wickell (Area 7, Program 2)	1,362.57	100%	12	16,350.80
Provider, Psychological Services	Sara Gay (Area 7, Program 3)	484.56	100%	11	4,845.60
<b>SUBTOTAL</b>					<b>\$43,007.60</b>

FRINGE BENEFITS	BASIS FOR COST ESTIMATE	
F.I.C.A. & Medicare (.0765)	Legal Assistant. FICA = Salary X .0765 (Area 7, Program 1) Arts Instructor. FICA = Salary X .0765 (Area 7, Program 2) Counselor. FICA = Salary X .0765 (Area 7, Program 3)	1,668.56 1,250.84 370.70
PENSION/RETIREMENT		
LIFE INSURANCE	Legal Assistant. 3 months @ 2.70 (8.10)/9 months @ 2.80 (25.20) (Area 7, Program 1)	33.30
MEDICAL INSURANCE	Legal Assistant. 3 months @ 247.08 (741.24)/9 months @ 271.79 (2,446.11) (Area 7, Program 1)	3,187.35
UNEMPLOYMENT COMPENSATION	N/A	
WORKERS' COMPENSATION LIAB.	N/A	
OTHER (PLEASE IDENTIFY)	Legal Assistant, Disability Insurance. 10/1/02 to 7/31/03=100.34 and 8/1/03 to 9/30/03 =19.22 Legal Assistant, Dental Insurance. 3 months @ 21.67 (65.01) and 9 months @ 23.84 (214.56) (Area 7, Program 1)	119.56 279.57
<b>SUBTOTAL</b>		<b>\$6,909.88</b>

State/Federal Share	\$44,925.73	<b>TOTAL PERSONNEL COST</b>	<b>\$49,917.48</b>
Local Match Share	\$ 4,991.75		

# EQUIPMENT

**PROJECT TITLE :** Accountability Enhancement Programs and Services

**APPLICANT AGENCY:** Boone County

## INSTRUCTIONS

- Equipment is defined as tangible personal property having a useful life of more than one year.
- Under the Item column, describe each type of equipment in terms of size, capability, etc.
- Under the **Basis for Cost Estimate**, list the number of units of each type of equipment and provide a unit cost.
- Under the **Total Cost** column, record the cost to be calculated as follows: (number of units) x (unit cost).

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST
<p>Equipment, 1 of 2 pages</p> <p><b>Area 7, Program 6</b></p> <p>Desktop Videophone</p> <p>Desktop telephone integrated with a full color LCD display screen and high-quality digital camera.</p> <p>Installation of Telephone Lines</p> <p><b>Area 7</b></p> <p>Upgrade Locking Control System</p> <p>Desktop Workstation – 1.8 – 2.2 GHz, 2 serial ports, network card, 256 ram or higher, mouse, keyboard, Win 2000, 56K v.90 modem, 3-yr on site parts and labor</p> <p>Monitor-</p> <p>17" Flat Screen 1280x1024 LCD</p>	<p>5 @ 472.90 (includes shipping and handling)</p> <p>3 @ 172.03333</p> <p>1 @ 1,031.00 (includes shipping and handling)</p> <p>1 @ 450.00 (includes shipping and handling)</p>	<p>2,364.50</p> <p>516.10</p> <p>1,031.00</p> <p>450.00</p>
<p>State/Federal Share</p>	<p>\$</p>	<p><b>TOTAL EQUIPMENT COST</b></p>
<p>Local Match Share</p>	<p>\$</p>	

<b>EQUIPMENT</b>		<b>PROJECT TITLE :</b> Accountability Enhancement Programs and Services	
		<b>APPLICANT AGENCY:</b> Boone County	
<b>INSTRUCTIONS</b>			
1. Equipment is defined as tangible personal property having a useful life of more than one year.		3. Under the <b>Basis for Cost Estimate</b> , list the number of units of each type of equipment and provide a unit cost.	
2. Under the <b>Item</b> column, describe each type of equipment in terms of size, capability, etc.		4. Under the <b>Total Cost</b> column, record the cost to be calculated as follows: (number of units) x (unit cost).	
ITEM	BASIS FOR COST ESTIMATE		TOTAL COST
<u>Equipment, 2 of 2 Pages</u>  <b>Area 7</b>  Upgrade Locking Control System  Corsair Interface Programming  To include: one programmable controller with ethernet communication port, one high capacity power supply, installation of new communication cable, programming of programmable controller to meet requirements of the windows program, redevelopment of the interface software	6,500.61		6,500.61
State/Federal Share	\$ 9,775.99		<b>TOTAL EQUIPMENT COST</b>
Local Match Share	\$ 1,086.22		

7/16/2003

FY 2003  
 Budget Amendments/Revisions  
 Judicial Grants & Contracts (1243)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	4/4/2003	91301	Computer Hardware		5,107	Revise budget per JAIBG grant	
		71100	Outside Services	3,900			
		71101	Professional Services	1,270			
2	5/5/2003	3411	Federal Grant Reimbursement	70,359		Establish revenue & expenditure budget for Mental Health Court grant	
		37220	Travel	1,790			
		37230	Meals & Lodging - Training	4,844			
		37235	Meals & Lodging - Other	600			
		37240	Registration/Tuition	125			
		59200	Local Mileage	1,000			
		71100	Outside Services	62,000			
3	6/27/2003	10100	Salaries & Wages	7,358		Intensive Intervention grant 7/1/03 to 12/31/03	
		10200	FICA	563			
		3451	State Grant Reimbursement	7,921			
4	6/27/2003	10100	Salaries & Wages	27,248		Probation Services grant 7/1/03 to 12/31/03	
		10200	FICA	2,085			
		10325	Disability Insurance	125			
		3451	State Grant Reimbursement	29,458			
5	7/16/2003	1243-03411	Federal Grant Reimbursement		7,970	2002/2003 JAIBG - revise budget	
		1243-10100	Salaries & Wages		1,615		
		1243-10200	FICA		124		
		1243-71100	Outside Services		800		
		1243-71101	Professional Services		5,431		
		4020-03411	JJC Capital Projects-Fed Grant Reimb	7,970			
		4020-71231	JJC Capital Projects-Owner Costs	7,970			

7/16/2003

FY 2003  
 Budget Amendments/Revisions  
**JJC Expansion & Renovation (4020)**

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	4/22/2003	4010-03915	Admin Bldg: Operating Transfer IN		20,000	Cover additional costs for JJC building project	
		4010-71211	Admin Bldg: A/E Fees		20,000		
		4020-03915	JJC Bldg: Operating Transfer IN	20,000			
		4020-71211	JJC Bldg: A/E Fees	20,000			
2	7/16/2003	1243-03411	Federal Grant Reimbursement		7,970	2002/2003 JAIBG - revise budget	
		1243-10100	Salaries & Wages		1,615		
		1243-10200	FICA		124		
		1243-71100	Outside Services		800		
		1243-71101	Professional Services		5,431		
		4020-03411	JJC Capital Projects-Fed Grant Reimb	7,970			
		4020-71231	JJC Capital Projects-Owner Costs	7,970			



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the May Adjourned

Term. 20 03

In the County Commission of said county, on the

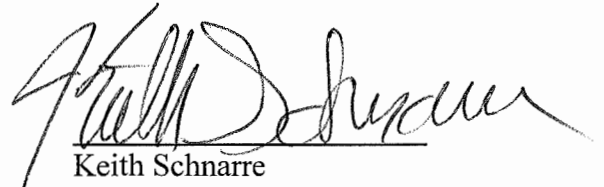
22<sup>nd</sup> day of

July 20 03

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

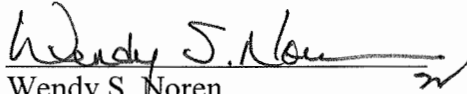
Now on this day the County Commission of the County of Boone does hereby award bid 31-13MAY03 for Digital Video Surveillance System to ADT Security Services. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 22<sup>nd</sup> day of July, 2003.

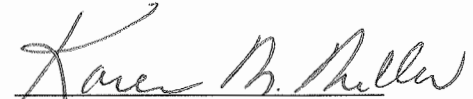


Keith Schnarre  
 Presiding Commissioner

ATTEST:



Wendy S. Noren  
 Clerk of the County Commission



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

# Boone County Purchasing

Marlene Ridgway  
Buyer



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

353-2003

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: 31-13MAY03 – Digital Video Surveillance System  
DATE: July 9, 2003

The Sheriff's department and the Purchasing Department have evaluated the responses received for the above reference bid. We recommend rejecting the bid from Tech Electronics as they did not fully respond to the requirements as some of the computer hardware was not included in their bid. We further recommend awarding to ADT Security Services for having the best bid considering the total purchase price and 5 year maintenance agreement. Total contracted price is \$7,825.00 with maintenance for years 2 through 5 at \$1,524 per year. This is to be paid from organization 2540 account 91300 and is contingent of a budget amendment approval.

The bid tabulation is attached.

# BID TABULATION

## 31-13MAY03 - DIGITAL VIDEO SURVEILLANCE SYSTEM

Item #	Description	Digatron Co Denver, Pricing	Henderson Electric Fenton, MO Pricing	ADT Security St. Louis, MO Pricing	Tech Electronics Columbia, MO Pricing
4.7.1.	Digital Video Surveillance System as specified in Section 2.	\$ 15,046.09	\$ 7,805.00	\$ 7,825.00	\$ 5,720.00
4.7.2.	Annual Maintenance agreement including software upgrades	\$ 1,504.61	1st year under warranty, 2nd \$2372, 3rd \$2610, 4th \$2870, 5th \$3157	\$127.00/month	1st year under Warranty
	Total cost including 5 yr maintenance	\$ 21,064.53	\$ 18,814.00	\$ 13,921.00	5720
4.8.	Please Describe Warranty	1 Yr Parts & Labor Advance Replacement as needed. Free software upgrades for the life of the unit. Please see attached scope of work for warranty information	1st year under warranty	Manufacture's one-year	1 Year Parts & Labor Mon-Fri 8-430 All upgrades included
4.9.	Additional increase if the County purchases additional units in 2004 %	0.00%	8%	0%	2%
4.10.	ARO	30-45 Days	30 Days	30 to 45	14
4.11.	Co-op	Yes	Yes	Yes	Yes

No Bid

Central Security Sys

SKC Electric

L. Roland Kimball & Associates

Loyds Lock Co.

7/9/03

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Purch

DATE  
7/13  
NEW

*Am*

ADT Security Services

314-621-4600

VENDOR NO.

VENDOR NAME

PHONE #

1525 South Broadway  
ADDRESS

St. Louis  
CITY

MO 63104  
STATE ZIP

353-2003

### BID DOCUMENTATION

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

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

- Transaction Not Subject To Bidding For The Following Reason:
- Utility
  - Travel
  - Dues
  - Refund
  - Cooperative Agreement
  - Other (Explain):
  - Training
  - Pub/Subscriptions
  - Required Gov Payment
  - Agency Fund Distribution

RECEIVED JUL 15 2003

#31-13MAY03

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department # 2540

Bill To Department # 2540

Department				Account				Item Description	Qty	Unit Price	Amount	
2	5	4	0	9	1	3	0	0	American Dynamics Intellex DB16000	1	7825	7825.00

Fixed Asset

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

*[Signature]*  
Requesting Official

*[Signature]* (pending budget amendment approval)  
Auditor Approval

**PURCHASE AGREEMENT FOR  
A DIGITAL VIDEO SURVEILLANCE SYSTEM**

**THIS AGREEMENT** dated the 22 day of JULY 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and ADT Security Services, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a Digital Video Surveillance System, County of Boone Request for Bid for Digital Video Surveillance System, bid number 31-13MAY03 including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, as well as the Contractor's bid response dated May 9, 2003 executed by Andy Speropoulos on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review and the unexecuted Response Form shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with one (1) American Dynamics Intellex DV16000 as specified and responded to in the bid specifications for a contract price of \$7,825.00. The Contractor also will provide annual maintenance after the warranty period in the amount of \$1,524 per year for the 2<sup>nd</sup> and 3<sup>rd</sup> year and no more than a 5% increase for the 4<sup>th</sup> and 5<sup>th</sup> year.

3. **Delivery** - Contractor agrees to deliver the digital video surveillance system as stated above to the Boone County Sheriff's Department within forty-five (45) days after order.

4. **Billing and Payment** - All billing shall be mailed to the Boone County Sheriff's Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **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.

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

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.

**ADT SECURITY SERVICES**

by [Signature]  
title Commercial Sales Manager

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
[Signature]  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

[Signature]  
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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

2540-91300 - \$7,825.00

Signature June Pitchford by KJ Date 7/16/2003 Appropriation Account

(Pending budget amendment approval)

# Boone County Purchasing

Kerry Patton  
Office Specialist



601 E. Walnut, Room 205  
Columbia, MO 65201  
Phone: (573) 886-4394  
Fax: (573) 886-4390  
kpatton@boonecountymo.org

June 23, 2005

Frank Hantak  
ADT Security Services  
1525 South Broadway  
St. Louis, MO 63104

RE: 31-13MAY03 Digital Video Surveillance System

Dear Mr. Hantak:

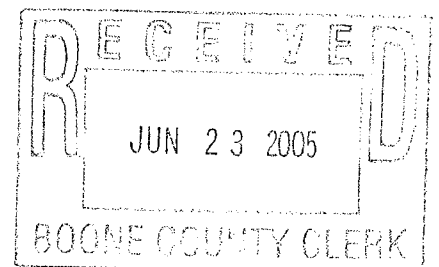
The County of Boone wishes to renew Bid # 31-13MAY03 Digital Video Surveillance System. Confirming our letter dated June 2, 2005, you agree to renew the contract under the same terms and conditions as set in the original bid. The contract renewal period is **September 1, 2005 through August 30, 2006**.

Sincerely,

Kerry Patton  
Office Specialist

Cc Captain Brewer  
Clerk File  
Bid File

An Affirmative Action/Equal Opportunity Institution



353-2003

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 22<sup>nd</sup> day of July 20 03  
the following, among other proceedings, were had, viz:

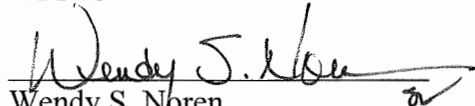
Now on this day the County Commission of the County of Boone does hereby award bid 44-17JUN03 for Nuts, Bolts, and Washers Term and Supply to Superior Industrial Supply. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

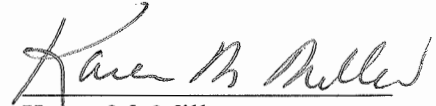
Done this 22<sup>nd</sup> day of July, 2003.



Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner



# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: July 15, 2003  
RE: 44-17JUN0303 – Nuts, Bolts & Washers Term and Supply

The Bid for Nuts, Bolts and Washers Term and Supply opened on July 8 2003. One bid was received. Purchasing and Public Works recommend award to Superior Industrial Supply for submitting a bid meeting the minimum specifications.

This is a Term and Supply contract which will be paid out of department 2040 – Maintenance Operations, account 60200 – Equipment Repairs and Maintenance. The original budget was \$250,000.

ATT: Bid Tabulation

cc: Sam Amick, Public Works  
Bid File

**Tabulation**

**4--17JUN03 - Nuts, Bolts & Washers**

		<b>Superior Industrial Supply</b>		
		Column 1 Grade 5/ea	Column 2 Grade 5/ea	Column 3 Stainless Steel
4.10.1	Nuts - Course	\$ 1.7024	3.0541	5.2429
4.10.2	Nuts - Fine	0.9679	2.2275	3.4649
4.10.3	Washers - Flat	1.0059	2.4313	1.6396
4.10.4	Washers - Lock	0.9901	2.2112	1.31981
4.10.5.	Bolts - Course	27.8949	45.52634	77.5928
4.10.6.	Bolts - Fine	23.7813	34.40091	83.6201
4.10.7	Nuts	9.42516	18.1479	3.8928
4.10.8.	Washers - Flat	1.00046	3.7125	1.5114
4.10.9	Washers - Lock	1.3997	no bid	3.1745
4.10.10	Bolts	Metric Grade 8.8	Metric Grade 10.9	
		157.7047	174.1847	178.116
4.10.11	Nylon Insert Hex Lock Nuts	4.2092	11.62	2.15175
4.10.12	Wing Nuts - Zinc Plated	1.452		
4.10.13	Washers - Fender	0.3428		
4.10.14	Grader Blade Bolts	1.6247		
<b>Grand Total (4.10.1. - 4.10.14.)</b>		165.3334	185.8047	351.138
4.11.1.	72 Compartment bolt cabinet, 34" W x 42"H x 12"D	\$ 127.60		
4.11.2.	4-Drawer Sliding Shelf Cabinet, 20 1/2"W x 14 1/2"H x 12 1/2"D	\$ 59.10		
4.11.3.	Sliding Shelf for 4.11.2.	No Response		
4.11.4.	24 Compartment Drawer Cabinet w/Hinge Cover Lid to Fit Sliding Shelf Cabinet	\$ 17.40		
4.11.5.	Closed Shelving Sections 20 ga. 36"W x 84"H x 18"D w/7 shelves # 8091sh	\$ 302.27		
4.11.6.	Add-On Shelving Sections for 4.11.5. # 8091h	\$ 248.67		
4.11.7.	Percent Discount From List Catalog for all other not described withing bid	No Response		
4.8.	Cooperative Purchasing?	Yes		
4.9.	Delivery Days ARO	2		
4.10.	Maximum % Increase	3% 2nd Year; 3% 3rd Year; 4% 4th Year; 4% 5th Year		
	Addendum Received	Yes		

**NO Bids**

Columbia Welding & Macine LLC

**Opened By:** Melinda Bobbitt

**Recorded By:** Marlene Ridgway

**Date:** July 8, 2003

**Time:** 1:31 p.m.

**PURCHASE AGREEMENT  
FOR  
NUTS, BOLTS & WASHERS TERM AND SUPPLY**

354-2003

RECEIVED III 15 2003

**THIS AGREEMENT** dated the 22 day of JULY 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Superior Industrial Supply** herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Nuts, Bolts & Washers Term and Supply**, County of Boone Request for Bid, bid number **44-17JUN03**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, Addendum Number One as well as the Contractor's bid response dated July 8, 2003 and executed by Paul Kratzon on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Addendum Number One and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on August 1, 2003 and extend through June 30, 2004, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items identified and responded to in section 4.10. and 4.11. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

**4. Delivery** - Contractor agrees to deliver nuts, bolts and washers within two days after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

8. **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.

**SUPERIOR INDUSTRIAL SUPPLY**

*Paul Kratz*  
by PAUL KRATZ  
title VICE PRESIDENT  
address 8525 VULCAN  
ST. LOUIS, MO. 63111

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
*Keith Schnarre*  
Keith Schnarre  
Presiding Commissioner

APPROVED AS TO FORM:

*[Signature]*  
\_\_\_\_\_  
County Counselor

ATTEST:

*Wendy S. Noren*  
\_\_\_\_\_  
Wendy S. Noren  
County Clerk *SN*

**AUDITOR CERTIFICATION**

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

2040 - 60200  
Nuts, Bolts & Washers Term/Supply

*no encumbrances required* 7/16/03  
Signature *byse* Date Appropriation Account

**CERTIFIED COPY OF ORDER**

355 -2003

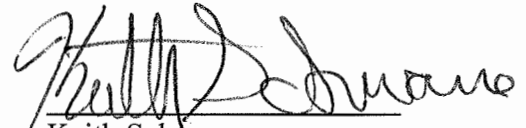
STATE OF MISSOURI }  
County of Boone } ea.

July Session of the May Adjourned Term. 20 03

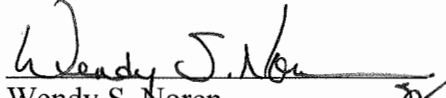
In the County Commission of said county, on the 22<sup>nd</sup> day of July 20 03  
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 46-08JUL03 for the Old Rocheport Road Culvert Replacement Project to S & C Bridge and Concrete, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 22<sup>nd</sup> day of July, 2003.

  
Keith Schmarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

\_\_\_\_\_  
ABSTAIN  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

Marlene Ridgway  
Buyer



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

355-2003

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## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: 46-08JUL03 – Old Rocheport Road Culvert Replacement Project  
DATE: July 16, 2003

The Public Works Department and the Purchasing Department have reviewed the bids received and recommend award to the S & C Bridge and Concrete, Inc. for having the best bid meeting our minimum specifications. Total contract award is \$54,995.00 to be paid from 2045 account 71100. The amount budgeted for this project was \$60,000.00. The bid tabulation is attached.

**Bid Tabulatio..**

**46-08JUL03 - Old Rocheport Road Culvert Replacement Project**

				S & C Bridge and Concrete, Inc.		Tim Harris Excavating & Construction		Boone Construction Co.		Lehman Construction	
Bid Item Description	Units	Qty	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	
1 Mobilization/Const. Staking	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,100.00	\$ 5,100.00	\$ 3,000.00	\$ 3,000.00	
2 Excavation/Embankment	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 18,000.00	\$ 18,000.00	\$ 7,700.00	\$ 7,700.00	\$ 6,000.00	\$ 6,000.00	
3 Removals	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	
4 73' Arch Drainage Structure	LS	1	\$ 27,500.00	\$ 27,500.00	\$ 19,000.00	\$ 19,000.00	\$ 33,000.00	\$ 33,000.00	\$ 43,581.00	\$ 43,581.00	
5 Footing	CY	32	\$ 400.00	\$ 12,800.00	\$ 187.50	\$ 6,000.00	\$ 175.00	\$ 5,600.00	\$ 300.00	\$ 9,600.00	
6 1" Surface Aggregate	TON	18	\$ 25.00	\$ 450.00	\$ 13.88	\$ 249.84	\$ 24.00	\$ 432.00	\$ 20.00	\$ 360.00	
7 2 1/2" Minus Base Rock	TON	35	\$ 25.00	\$ 875.00	\$ 10.00	\$ 350.00	\$ 22.00	\$ 770.00	\$ 20.00	\$ 700.00	
8 Seed/Fertilize/Mulch	LS	1	\$ 670.00	\$ 670.00	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	
9 Object Markers	EA	4	\$ 100.00	\$ 400.00	\$ 200.00	\$ 800.00	\$ 90.00	\$ 360.00	\$ 60.00	\$ 240.00	
10 Traffic Control	LS	1	\$ 1,300.00	\$ 1,300.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	
Total Price				\$ 54,995.00		\$ 57,099.84		\$ 62,462.00		\$ 66,981.00	
5.2. Addendum Acknowledgment				Yes		Yes		Yes		Yes	
Addendum One				Yes		Yes		Yes		Yes	
3.1 Completion of Bidder's Qualifications				Yes		Yes		Yes		Yes	
6.1 Anti Collusion Statement				Yes		Yes		Yes		Yes	
7.1. Signature and Identity of Bidder				Yes		Yes		Yes		Yes	
8.1 Bidder's Acknowledgment				Yes		Yes		Yes		Yes	
Bid Bond				Yes		Yes		Yes		Yes	

				J.C. Industries, Inc.		C.L. Richardson Construction Co.		Columbia Curb & Gutter	
Bid Item Description	Units	Qty	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	
1 Mobilization/Const. Staking	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,300.00	\$ 3,300.00	\$ 4,600.00	\$ 4,600.00	
2 Excavation/Embankment	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 22,600.00	\$ 22,600.00	\$ 24,162.00	\$ 24,162.00	
3 Removals	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	
4 73' Arch Drainage Structure	LS	1	\$ 37,250.00	\$ 37,250.00	\$ 28,100.00	\$ 28,100.00	\$ 49,335.00	\$ 49,335.00	
5 Footing	CY	32	\$ 335.00	\$ 10,720.00	\$ 540.00	\$ 17,280.00	\$ 585.00	\$ 18,720.00	
6 1" Surface Aggregate	TON	18	\$ 25.00	\$ 450.00	\$ 20.00	\$ 360.00	\$ 35.00	\$ 630.00	
7 2 1/2" Minus Base Rock	TON	35	\$ 30.00	\$ 1,050.00	\$ 17.00	\$ 595.00	\$ 25.00	\$ 875.00	
8 Seed/Fertilize/Mulch	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,300.00	\$ 1,300.00	\$ 2,500.00	\$ 2,500.00	
9 Object Markers	EA	4	\$ 500.00	\$ 2,000.00	\$ 105.00	\$ 420.00	\$ 150.00	\$ 600.00	
10 Traffic Control	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 1,600.00	\$ 1,600.00	\$ 1,500.00	\$ 1,500.00	
Total Price				\$ 77,470.00		\$ 79,555.00		\$ 103,922.00	
5.2. Addendum Acknowledgment				Yes		Yes		Yes	
Addendum One				Yes		Yes		Yes	
3.1 Completion of Bidder's Qualifications				Yes		Yes		Yes	
6.1 Anti Collusion Statement				Yes		Yes		Yes	
7.1. Signature and Identity of Bidder				Yes		Yes		Yes	
8.1 Bidder's Acknowledgment				Yes		Yes		Yes	
Bid Bond				Yes		Yes		Yes	

7/16/03

**PURCHASE REQUISITION  
BOONE COUNTY, MISSOURI**

*Purch*

DATE  
**New**  
VENDOR NO.

S & C Bridge and Concrete, Inc.

660-834-3109

VENDOR NAME

PHONE #

2124 Riverview Lane  
ADDRESS

Pilot Grove  
CITY

MO 65276  
STATE ZIP

355-2003

**BID DOCUMENTATION**

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

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

- Transaction Not Subject To Bidding For The Following Reason:
- Utility
  - Travel
  - Dues
  - Refund
  - Cooperative Agreement
  - Other (Explain):
  - Training
  - Pub/Subscriptions
  - Required Gov Payment
  - Agency Fund Distribution

#46-08JUL03

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department # 2045

Bill To Department # 2045

Department			Account					Item Description	Qty	Unit Price	Amount
0	4	5	7	1	1	0	0	Old Rocheport Road Culvert Replacement	1	54995	54995.00
								10% Contingency		5499.50	5499.50
								Total			60494.50

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

*David M. S.*  
Requesting Official

Auditor Approval



355-2003  
RECEIVED BY 1 8 2003

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and S & C Bridge and Concrete, Inc. (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 46-08JUL03  
Old Rocheport Road Culvert Replacement Project  
PROJECT NO. 9758  
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes all line items on the *Bid Form* for the amount of \$54,995.00.

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

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidder's Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit - Prevailing Wage
18. State Prevailing Wage Rates
19. Standard Terms and Conditions
20. Construction Plans
21. Permits
22. Geotechnical Report
23. All applicable addenda

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard

Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the amount:

**Fifty-four thousand Nine Hundred ninety-five dollars (\$54,995.00)**

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 27 JULY 2003 at Columbia, Missouri.  
(Date)

OWNER, BOONE COUNTY, MISSOURI

By: *Keith Schnarre*  
Keith Schnarre, Presiding Commissioner

ATTEST:

*Wendy Noren*  
Wendy Noren, County Clerk *W*

CONTRACTOR: S & C BRIDGE AND CONCRETE, INC.

By: *Chris D. Childress*  
Authorized Representative Signature

By: *Chris D. Childress*  
Authorized Representative Printed Name

Title: *President*

Approved as to Legal Form:

*[Signature]*  
John Patton  
Boone County Counselor

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) incurred by this contract. (Note: Certification of this contract is not required if the terms of the contract do not result in a measurable county obligation at this time.)

2045-71100 - \$54,995.00

*Jane C. Pritchard*  
Signature *hyse*

*7/27/03*  
Date

Appropriation Account

# NOTICE TO PROCEED

DATE: August 27, 2003

TO: S & C Bridge & Concrete Inc.

ADDRESS: 2124 Riverview Ln.  
Pilot Grove, MO 65276

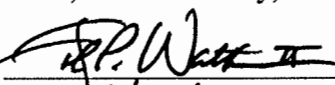
PROJECT: Bid Number 46-08JUL03  
Old Rocheport Road Culvert Replacement Project

You are hereby notified that the Contract Time under the above contract will commence on **September 8**, 2003. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed 90 working days.

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

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

OWNER, Boone County, Missouri

By:   
Date: 8/27/03

John P. Watkins II  
Project Development Manager

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

355-2003

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the May Adjourned Term. 20 03

In the County Commission of said county, on the 22<sup>nd</sup> day of July 20 03  
 the following, among other proceedings, were had, viz:

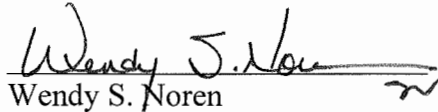
Now on this day the County Commission of the County of Boone does hereby approve the Reimbursement Agreement with the City of Ashland. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 22<sup>nd</sup> day of July, 2003.

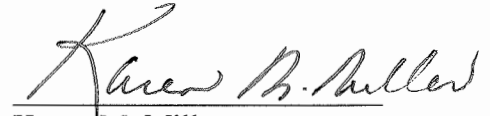


Keith Schnarre  
 Presiding Commissioner

ATTEST:



Wendy S. Noren  
 Clerk of the County Commission



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

## REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of JULY, 2003, by and between BOONE COUNTY, MISSOURI through its County Commission, hereinafter referred to as the County, and the CITY OF ASHLAND, hereinafter referred to as the City.

WHEREAS, County is making certain roadway improvements to Angel Lane outside of the City and the City desires to have the County provide the same roadway improvements to improve Angel Lane within the corporate limits of City, and

WHEREAS, the County has agreed to provide these improvements on Angel Lane as described below and the City has agreed to pay a proportionate share of the cost to the County for such improvements within the corporate limits of City under the provisions of this agreement;

NOW, THEREFORE, in consideration of the performance by each party of their respective obligations described herein it is mutually agreed as follows.

1. The County agrees to provide chip sealing surface to Angel Lane within the corporate limits of City applied under County's standard specifications and under County contract when County performs such work on that part of Angel Lane under County's jurisdiction.
2. The City agrees to perform all road preparation work necessary for chip seal surfacing prior to scheduled chip seal work and to reimburse the County for the actual cost of chip seal surfacing within the corporate limits of City described in paragraph one above at a bid price of \$.93 per square yard with an estimated 10,223 square yards within the corporate limits of City for an estimated cost of \$9,507.00.
3. When the roadwork referred to above is completed, County shall submit an invoice along with supporting documentation to the City for payment with payment thereafter due within 30 days of invoice and the City agrees pay the invoice within thirty (30) days of receipt.
4. The City and County agree that by entering into this agreement the County assumes no responsibility or liability for the design, pre-surfacing preparation, or longevity of surfacing materials and makes no warranty concerning materials and workmanship, except that County's chip seal surfacing contractor shall have the same contractual obligations for material and workmanship for work performed within the limits of City as it does for work performed within the jurisdiction of County.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers on this 22 day of JULY, 2003.

CITY OF ASHLAND

BY: Alan C Bauer  
Alan Bauer  
Mayor

ATTEST:

Darla Dapp  
City Clerk

Approved as to Form:

[Signature]  
City Attorney

BOONE COUNTY, MISSOURI

BY: Keith Schnarre  
Keith Schnarre  
Presiding Commissioner

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
County Clerk

Approved as to Form:

[Signature]  
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.

no encumbrances required 7/1/03  
Auditor lyse Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

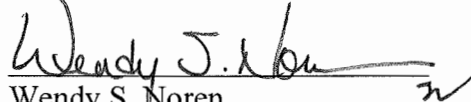
July Session of the May Adjourned Term. 20 03


In the County Commission of said county, on the 22<sup>nd</sup> day of July 20 03  
the following, among other proceedings, were had, viz:

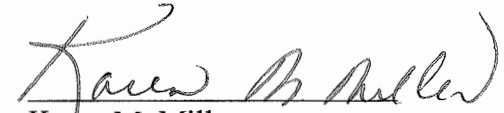
Now on this day the County Commission of the County of Boone does hereby approve the Community Health Center Lease between the Family Health Center and the County of Boone. It is further ordered that the Presiding Commissioner be hereby authorized to sign said lease.

Done this 22<sup>nd</sup> day of July, 2003.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



COMMUNITY HEALTH CENTER LEASE

357-2003

This Lease, dated the 10<sup>th</sup> day of July, 2003, is made by and between Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission, hereinafter called "Landlord," and Family Health Center of Boone County, a Missouri not-for-profit corporation, hereinafter called "Tenant."

Whereas, the Landlord jointly owns Lot 1 of Highland Park Addition, Block VII, a 3.99 acre tract of real estate located at 1005 West Worley Street in Columbia, Missouri, with the City of Columbia which is to be converted into a condominium form of ownership with the City of Columbia pursuant to Health Facility Agreement entered into by and between the County of Boone and the City of Columbia and dated April 4, 2002, and

Whereas, under the Health Facility Agreement the parties have agreed that Landlord shall be the sole owner of the Unit 2 of the Columbia/Boone County Health Department Condominium which may be leased to Tenant for the operation of a medical services clinic providing primary healthcare clinical medical services on a nonprofit basis without regard to an individual's ability to pay, including the provision of services to medically underserved and uninsured persons, and

Whereas, the Tenant desires to lease Unit 2 of the Columbia/Boone County Health Department Condominium and Landlord is willing to lease that property to Tenant and both parties desire to reduce their agreement to writing.

Now therefore, in consideration of the foregoing, the parties agree as follows:

I

LEASED PREMISES

The Landlord hereby demises and leases unto the Tenant the following described parcel of land (the "leased premises" or the "premises") located at 1005 West Worley, Columbia, Missouri, to be known and described as Unit 2 of the Columbia/Boone County Health Department Condominium, together with the right of use in and to common elements and limited common elements, subject to completion of improvements and filing of condominium declaration pursuant to sections 448.1-101 to 448.1-120, RSMo, and subject to the terms and conditions of such declaration, and bylaws, rules and regulations adopted by the Columbia/Boone County Health Department Condominium Association. Prior to July 1, 2004, the Landlord shall cause to be constructed and completed the capital improvements to the leased premises as described and in accordance with the plans set forth on **EXHIBIT A** attached hereto and incorporated herein, together with a permanent ramp at the northeast entrance of the leased premises which can accommodate transport of patients by gurney, wheelchair and similar means, and shall obtain or cause to be obtained any required occupancy permits for the leased premises, consistent with the purpose of this lease. During the course of such construction, the Landlord shall keep the Tenant reasonably informed as to the status thereof and allow the Tenant to have ongoing reasonable input with respect thereto, which input the Landlord shall consider and act upon in good faith. The Landlord shall not incur expenses for change orders or additional

services relating to such construction, the leased premises or the Tenant's obligations hereunder absent prior consultation with, and the consent of, the Tenant. In the event that such construction is not completed or any such permits are not obtained before July 1, 2004, the Tenant may, at its option, cancel this lease upon written notice thereof to the Landlord, in which event the parties shall be relieved of any obligations hereunder.

## II

### USE OF LEASED PREMISES

The leased premises are to be used by the Tenant for a health clinic and purposes related thereto, and for no other purposes without Landlord's prior consent.

## III

### TERM OF LEASE

The term of this lease shall be for 180 months commencing on the first day of the month during which the Tenant takes possession of and occupies the leased premises and continuing through the last day of the 180<sup>th</sup> month thereafter. The Tenant shall hold the leased premises during the full term of this lease and shall be obligated to pay all rent and assessments as further provided in the Lease, in equal monthly installments over the term of this Lease, subject to the terms and conditions hereof. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that the Tenant shall have the option to renew this lease for an additional term of 120 months, commencing as of expiration of the stated term hereof, under the same terms and conditions hereof other than the rental provisions set forth below; provided, however, that the Tenant shall forfeit such option in the event the Tenant defaults in the payment of rent hereunder and remains in default for ten (10) days after a notice to pay is delivered to the Tenant, or in the event the Tenant defaults with respect to any other covenant hereunder and remains in default for thirty (30) days after a notice to cure default is delivered to the Tenant (or fails to take reasonable steps to cure the default if such cure takes longer than 30 days). If the Tenant chooses to exercise such option, then the Tenant shall provide the Landlord with written notice thereof at least one hundred eighty (180) days prior to expiration of the stated term hereof. The parties agree that the Tenant's rental obligation hereunder during such renewal term, if any, shall be as mutually agreed by the parties in writing prior to commencement thereof; provided, however, that such rent shall in no event exceed a fair market value rental rate. In the event the parties are unable to agree upon a rental rate for such renewal term within thirty (30) days following the Tenant's exercise of such option, then each party shall, at its own cost, select a qualified independent real estate appraiser, which appraisers shall jointly select a third qualified independent real estate appraiser (the cost, if any, for such third appraiser shall be borne equally by the parties). Each appraiser shall then appraise the fair market value rental rate for the premises (for a commercial triple net lease arrangement) and the average of the three appraisals shall be binding on the parties as the rental rate for the renewal term.

#### IV

### TAXES, LIENS, AND ENCUMBRANCES

The Landlord and Tenant, both being tax exempt entities, are not currently required to pay real estate taxes with respect to the leased premises. Tenant covenants that it will do all things legal and necessary to maintain its tax exempt status at its own expense. Nonetheless, if and to the extent Tenant may be determined to be subject to taxation, Tenant shall pay all federal, state and local taxes assessed against Tenant or Tenant's property located on the premises. Further, Tenant shall engage in no act or default in carrying out its lawful obligations which would cause a lien or encumbrance against the leased premises or any fixtures or equipment therein without advance notice and written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

#### V

### UTILITIES AND OPERATIONAL EXPENSES

The Tenant shall pay for the expense of all utilities incurred in connection with the use of the leased premises, including but not limited to water, electric, sewer, solid waste disposal, natural gas, internet and cable services, and telephone/telecommunication expenses, charges, and fees imposed on Tenant with respect to the leased premises for the term of this lease and any extensions or renewals thereof. The Tenant shall provide and pay for janitorial services, sanitation, hazardous waste disposal, and other expenses necessary and appropriate for the operation and maintenance of health clinic operations which are not otherwise provided by Columbia/Boone County Health Department Condominium Association.

#### VI

### TENANT'S OBLIGATION TO MAINTAIN AND REPAIR

Tenant agrees to regularly keep and maintain the leased premises in good repair and condition at its own expense as is necessary to comply with all laws, rules, regulations and codes which may be applicable, subject to the provisions of this lease and the obligations of the Columbia/Boone County Health Department Condominium Association. The Tenant shall have the express obligation to maintain and make necessary repairs to the interior of the leased premises, including but not limited to interior floors, floor coverings, walls and wall coverings, doors, windows and window treatments, Tenant's interior and exterior signage, interior water supply and sanitary sewer lines, plumbing and electrical fixtures, hot water heaters, electrical service panels, and other interior fixtures, except Tenant shall not be responsible for repairs required because of reasonable wear and tear to finishes, maintenance, repairs or replacements which are the Landlord's obligation as set forth in Article VII hereof (e.g. - HVAC systems), repairs with respect to damage by fire or other casualty which are the obligation of the Landlord, and any other repairs, replacements and/or maintenance which is/are the obligation of the Landlord hereunder or the Columbia/Boone County Health Department Condominium Association. The Tenant shall hold the Landlord harmless from any loss, cost or damage in connection therewith where said loss, cost or damage is occasioned by the Tenant, its agents, servants or employees, or by persons coming on the leased premises at the express or implied

invitation of the Tenant, provided that such loss, cost or damage is not due to the acts or omissions of Landlord or any of its agents, servants, contractors, subcontractors, employees or invitees, and further provided that such loss, cost or damage is not covered by insurance.

## VII

### LANDLORD'S OBLIGATION TO MAINTAIN, REPAIR AND REPLACE

The Landlord shall have the express obligation to maintain and to promptly repair and/or replace, as reasonably necessary, the roof and structure of the leased premises, heating, ventilation and cooling systems of the leased premises, exterior plumbing and electrical systems on the exterior serving the leased premises up to service entrances or connections to the leased premises, and the remaining parts of the exterior of the building of which the leased premises are a part excluding those parts maintained and repaired by the Columbia/Boone County Health Department Condominium Association. In order to compensate the Landlord for the expenses incurred by the Landlord for such repairs, replacements and maintenance of the leased premises required hereunder, in addition to the monthly rent payable by the Tenant pursuant to Article IX below, the Tenant shall pay to the Landlord a monthly amount during the term hereof, calculated as follows: Prior to commencement of the term hereof, an independent architect, contractor or other qualified professional, mutually acceptable to the parties, shall estimate the capital maintenance and repair and life-cycle replacement costs for major building components of the leased premises, which components the Landlord has the sole obligation to maintain, repair and replace under this Article VII, based upon a mutually agreed estimated useful life cycle for such components. The Tenant shall pay to the Landlord that portion of such costs (as mutually agreed by the parties) equal to a fraction, the numerator of which is 15 (i.e. – the number of years in the term of this lease) and the denominator of which is the mutually agreed estimated useful life cycle for such components (in years) multiplied by a figure representing the mutually agreed capital maintenance, repair and/or replacement cost of each particular building component for which the Landlord has the sole obligation to maintain, repair and/or replace under this Article VII. The aggregate portion of such costs for which the Tenant is obligated to pay hereunder shall be amortized over a period of 180 months and payable on a monthly basis. In the event that any such costs are actually incurred, borne or paid by the Columbia/Boone County Health Department Condominium Association or any other party during the Tenant's tenancy instead of the Landlord (including, but not limited to, utilization by the Landlord or any other party of insurance proceeds for repair and/or replacement of the premises), the parties agree that if such payment occurs during the stated term hereof, or after the initial term during the ten year renewal term if the term of this Lease is renewed as prescribed in Article III above, then the Tenant shall have the right to withhold payment or deduct from payment of any amounts otherwise payable to the Landlord hereunder until the Tenant has recouped the aggregate amount of all such costs paid by any party other than the Landlord (including, but not limited to, the proportionate amount of any insurance proceeds applied toward repair and/or replacement of the premises), it being the intent of the parties that the Tenant shall not be obligated to pay for more than the actual capital maintenance, repair or replacement costs incurred by the Landlord during the Tenant's tenancy. If the parties are unable to reach agreement with respect to the estimated useful life cycle for any such components or the reasonably estimated maintenance, repair and/or replacement costs of such components during their estimated useful life, each party shall, at its own cost, select a contractor, architect or other qualified professional knowledgeable in the maintenance, repair and

replacement of the component, which professionals shall jointly select a third independent qualified professional knowledgeable in the maintenance, repair and replacement of the component. The cost, if any, for the third professional will be borne equally by the parties. Each such professional shall calculate the estimated useful life cycle for any such components and/or the estimated cost of maintenance, repair and/or replacement of the component in dispute, and the average computation prepared by the three professionals, as applicable, shall be binding on the Landlord and the Tenant. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that under no circumstances shall the amount payable by the Tenant to the Landlord hereunder exceed the proportionate amount per square foot of leased space per year payable to the Landlord by any person, agency or entity occupying any building owned by Boone County for such maintenance, repair or replacement costs. For example, if the lowest amount paid to the Landlord by any other tenant of the Landlord for such costs during any year of the term hereof is \$1 per square foot per year (based upon the square footage of the leased space), then under no circumstances shall the amount payable by the Tenant to the Landlord hereunder exceed \$1 per square foot per year (based upon the square footage of the leased premises), regardless of the calculation described in this Article VII above.

## VIII

### ASSIGNMENT

The Tenant shall not assign this lease, nor sublet the whole or any part of the leased premises without first obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

## IX

### PAYMENT OF RENT AND CONDOMINIUM ASSOCIATION ASSESSMENTS

The Tenant agrees that during the term hereof, it shall pay monthly rent to the Landlord, as follows: As soon as possible, but no later than June 1, 2004, the Landlord shall provide the Tenant with adequate documentation evidencing the total costs actually incurred or to be incurred by Landlord for construction of the capital improvements described in Article I above, including: (a) design, demolition of existing improvements, and construction of new improvements for the leased premises as described and in accordance with the plans set forth on **EXHIBIT A** attached hereto and incorporated herein; (b) the Landlord's prorated share of design, demolition and construction costs for common elements and limited common elements attributable to the leased premises (based upon occupied square feet); and (c) the Landlord's actual cost of bond issuance and debt reserve fund costs for the Landlord's Special Obligation Bonds, Series 2003B calculated to reflect the cost of the capital improvements described in Article I together with (a) and (b) above if such amounts were financed with such bonds. The total amount of such costs shall be amortized over a period of 180 months, bearing interest at the rate of 3.23% from the commencement date of the term hereof, as set forth in a straight-line amortization schedule to be attached hereto as **EXHIBIT B** and incorporated herein. The monthly rental payments hereunder shall be equal to the monthly payments of principal and

interest as set forth on such amortization schedule; provided, however, that the parties acknowledge and agree that notwithstanding anything herein to the contrary, and notwithstanding the actual cost of such construction, the monthly base rent payable by the Tenant to the Landlord hereunder shall in no event exceed \$7,500.00. Rent shall be payable monthly on or before the first day of each month during the term hereof; rent shall be payable to the Treasurer of Boone County, Missouri, unless all or a portion of rent is assigned as a part of any contractual financing obligation of Landlord; in such case, rent shall be payable to any assignee or designee established by written order of Landlord.

In addition to payment of rent specified above, Tenant shall be obligated to pay when due all assessments imposed by the Columbia/Boone County Health Department Condominium Association on the leased premises.

## X

### TENANT'S FURNISHINGS, EQUIPMENT, AND PERSONAL PROPERTY

The Tenant shall be obligated to provide and maintain at its own expense all furnishings, equipment and personal property deemed necessary by Tenant for use of the premises as a health clinic, but all such furnishings, equipment and personal property shall be used and maintained in compliance with all applicable laws, rules, regulations and ordinances. The Tenant shall obtain and maintain at its own expense renter's insurance or such other insurance as it deems appropriate for all furnishings, equipment and personal property owned or possessed by Tenant and all furnishings, equipment and personal property placed within the leased premises shall be at the sole risk of the Tenant.

## XI

### DAMAGE BY FIRE OR OTHER CASUALTY; WAIVER OF SUBROGATION

If, during the term of this lease, the leased premises shall be so damaged by fire or any other cause so as to render the premises untenable for health clinic operations, as determined in the reasonable discretion of the Tenant, then the rent hereunder shall be abated while the premises remain untenable (prorated for partial months if applicable). In the event of any such damage, the Landlord shall be obligated to promptly repair the premises so as to restore it to its condition prior to such damage. The parties acknowledge and agree that the Landlord shall have the sole and exclusive right to the proceeds of the insurance coverage maintained pursuant to Article XVI below for the purpose of making such repairs to the premises, and the Tenant agrees to execute any and all documents which may be reasonably necessary in connection therewith. Such work or repair shall begin as soon as practicable and shall be carried on without unnecessary delay, and for that purpose the Landlord and/or its agents shall have the right to enter the premises. The parties agree to waive and release any and all claims, demands and causes of action which either party may otherwise have against the other for damage to or loss of any part of the leased premises, or to any of the contents and leasehold improvements therein, to the extent such damage or loss is covered by insurance, regardless of whether such damage or loss is occasioned by the negligence of any party, its agents, servants and employees or otherwise; and that all

policies of insurance written to insure the leased premises and its contents shall contain a proper provision, by endorsement or otherwise, whereby the insurance carrier issuing the same shall acknowledge that the insured has so waived and released its right of recovery against the other party hereto and shall waive the right of subrogation which such carrier might otherwise have had against such other party, all without impairment or invalidation of such insurance.

## XII

### ALTERATIONS, ADDITIONS AND SIGNS

The Tenant shall not make any alterations or additions to the leased premises, without first obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. Landlord consents to the installation, at Tenant's sole cost and expense, of exterior signs.

## XIII

### INSPECTIONS

Tenant agrees to grant Landlord, or its authorized officers, employees or agents, access to the premises during regular business hours from time to time upon prior notice for the limited purpose of examining the condition thereof.

## XIV

### NUISANCE

The Tenant shall be responsible and shall pay all damages and charges to the state or city government or any others for any nuisance made or suffered during said term on the leased premises or the sidewalk or way bordering thereon resulting from the activities of the Tenant.

## XV

### DAMAGE TO PERSONS OR PROPERTY ON THE PREMISES

Subject to the provisions of this lease and Landlord's express obligations hereunder, the Landlord shall not be liable to Tenant or its officers or employees or invitees or any other person, for any damage to person or property caused by water, rain, snow, frost, fire, storm or accident, or by breakage, stoppage or leakage of water, gas, heating and sewer pipes or plumbing, upon, about or adjacent to the premises.

## INSURANCE AND INDEMNIFICATION

During the term hereof, the Landlord or the Columbia/Boone County Health Department Condominium Association, as determined by the Association and Landlord, shall continuously maintain standard fire and extended coverage insurance insuring the leased premises against damage by fire or other casualty in the amount of the full replacement value thereof, including any and all additions, alterations and leasehold and capital improvements to the leased premises made prior to or during the term hereof. Upon request, Landlord will provide Tenant with copies of the policy(ies) or certificate(s) evidencing that such insurance coverage is in full force and effect and stating the term and provisions thereof. In addition to the monthly rent payable by the Tenant hereunder, the Tenant shall pay to the Landlord or Association, as applicable, the cost of such insurance attributable to leased premises, calculated annually and payable on a monthly basis during the term hereof. Tenant agrees to keep and shall be obligated to maintain a policy of commercial insurance for general public liability insurance, broad form, with the Landlord named as an additional insured, with combined single limit coverage of \$2,000,000.00. Alternatively, the Tenant may maintain a policy of commercial general public liability insurance, broad form, with the Landlord named as an additional insured, with combined single limit coverage of \$1,000,000.00, plus an "umbrella" insurance policy, with the Landlord named as an additional insured, providing excess liability insurance coverage in the amount of \$1,000,000. All policies of insurance maintained by Tenant hereunder naming the Landlord as an additional insured shall contain provisions requiring 30 days advance written notification of termination to Landlord, and provisions stating that the Landlord does not waive its sovereign immunity by virtue of such insurance. All insurance certificates of coverage or other proof of such insurance coverage shall be produced for inspection by the Landlord upon written demand. Tenant shall also be responsible for insuring its furnishings, equipment and other personal property located on the premises against damage or loss due to fire, casualty, or other cause as deemed necessary and appropriate by Tenant. Each party hereby expressly waives any and all rights of subrogation that may exist on the part of any insurance carrier for such party with respect to claims for property damage, it being the intention of the parties to rely on insurance to cover such losses, subject to the deductibles the parties may elect to carry. To the extent not covered and paid or reimbursed under and pursuant to the policies of insurance required hereunder, the Tenant shall defend, indemnify and hold harmless the Landlord from and against, and the Landlord shall not be liable to the Tenant on account of, any and all costs or expenses, including reasonable attorneys' fees, liabilities, losses, damages, suits, judgments, actions, fines, penalties, demands, or claims of any kind asserted by or on behalf of any person, entity or governmental authority, arising out of or from: (a) a failure by the Tenant to perform any of the agreements, terms or conditions of this lease required to be performed by the Tenant; (b) a failure by the Tenant to comply with any applicable laws, statutes, ordinances, regulations or orders of any governmental authority; or (c) any accident, death or personal injury, or damage to, or loss or theft of property which shall occur on or about the leased premises, except as the same may be the result of any acts or negligence of Landlord or any of its employees, agents or invitees. Likewise, to the extent not covered and paid or reimbursed under and pursuant to the policies of insurance required hereunder, the Landlord shall defend, indemnify and hold harmless the Tenant from and against, and the Tenant shall not be liable to the Landlord on account of, any and all costs or expenses, including reasonable attorneys' fees, liabilities, losses, damages, suits, judgments, actions, fines, penalties, demands, or claims of any kind asserted by or on behalf of any person, entity or governmental authority, arising out of or from: (a) a failure by the Landlord to perform any of



the agreements, terms or conditions of this lease required to be performed by the Landlord; (b) a failure by the Landlord to comply with any laws, statutes, ordinances, regulations or orders of any governmental authority; or (c) any accident, death or personal injury, or damage to, or loss or theft of property which shall occur on or about the leased premises as a result of any acts or negligence of the Landlord or any of its employees, agents or invitees.

## XVII

### TENANT'S OBLIGATION AT THE END OF TERM

The Tenant shall at the expiration of the lease term peaceably yield to the Landlord all the premises in good repair as the same are in at the commencement of the term, or in the condition as may be kept by the Landlord during the term to the extent of Landlord's responsibilities under this Lease, reasonable wear and excepted. If the Tenant pays, and the Landlord accepts, rent for a period after termination of this lease, then the Tenant shall be deemed to be leasing or occupying the premises only as a tenant from month-to-month, subject to all of the terms, conditions and agreements of this lease. Notwithstanding anything in this lease to the contrary, the Tenant shall have the option to extend the term of this lease and continue to lease or occupy the premises as a month-to-month tenant for up to six (6) months following expiration of the term hereof, subject to all of the terms, conditions and agreements of this lease.

## XVIII

### DEFAULT OF TENANT

If Tenant defaults in the payment of rent and remains in default for ten (10) days after a notice to pay is delivered to Tenant; or if Tenant defaults with respect to any other covenant hereunder and remains in default for thirty (30) days after a notice to cure default is delivered to Tenant (or fails to take reasonable steps to cure the default if such cure takes longer than 30 days); then Landlord may elect to do any one or more of the following:

(a) continue the lease on its present terms and conditions and cure Tenant's default pursuant to Article XXIV of this lease;

(b) demand that Tenant vacate the premises, with which demand Tenant shall promptly comply; and if Tenant fails to promptly vacate, Landlord may reenter the premises, with or without court order, change the locks and take other steps to exclude the tenant from the premises;

(c) promptly terminate the Lease by delivering or mailing to Tenant an express notice of lease termination, it being agreed that nothing less than an express notice of termination will terminate this lease and thereafter elect to issue a new lease for the premises to another tenant.

If following the Tenant's default hereunder the Landlord requires the Tenant to vacate the premises and/or terminates this lease, then Landlord shall use reasonable diligence to relet the premises at a fair market rental rate as soon as possible.

IXX

REMOVAL OF FIXTURES AND STOCK IN TRADE AT END OF LEASE

So far as the same are not inconsistent with the term of the lease, as hereinbefore provided, the Tenant at the expiration of this lease or within a period of fifteen (15) days thereafter shall have the right to remove all fixtures, trade or otherwise, which it has installed upon the leased premises during the term of this lease, or by its successor or assignor, during prior leases.

XX

COVENANTS AND AGREEMENTS

All of the covenants, agreements and conditions of this lease shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and express.

XXI

QUIET ENJOYMENT

The Landlord agrees that if the Tenant shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be paid and performed, the Tenant shall peaceably hold and enjoy the leased premises without hindrance or interruption by the Landlord or by any other person or persons.

XXII

NOTICES

All notices, demands and requests to be given hereunder by either party shall be in writing and shall be given in any manner which provides actual delivery and acknowledgment thereof to the party receiving notice. In the absence of acknowledgment of receipt of notice by a party, notice shall be presumed received by a party when sent by both regular and certified mail, return receipt requested, and mail is not returned as undeliverable. Notice to Landlord shall be given to the Boone County Commission, attn: Presiding Commissioner, at the Commission's official address of record at the time notice is given. Notice to Tenant shall be given to the Executive Director at the address of the leased premises and/or the registered agent of Tenant at the registered address of Tenant as shown by the corporate records of the Missouri Secretary of State at the time notice is given.

## XXIII

### CONTESTING STATUTES

Tenant agrees that the premises shall not be used in violation of any federal or state statute, or municipal ordinance or law. If Tenant shall desire to contest the validity of any statute, rule, order, ordinance, requirement or regulation Tenant may, at Tenant's own cost and expense, carry on such contest and such noncompliance by Tenant during such contest shall not be deemed a breach of the covenants contained in this numbered Article, provided that Tenant shall indemnify Landlord against all liability for costs, expenses, claims, losses, damages, fines and penalties, including reasonable counsel fees, resulting from or reasonably incurred in connection with such contest and noncompliance.

In the event of the existence or enactment of any law or the making of any ordinance, rule, ruling or regulation which materially impedes or limits the use of said premises for any of the specific purposes set forth in this lease, at the election of Tenant, to be exercised by notice thereof in writing, this lease shall thereupon terminate and all liability hereunder shall cease from and after the date such impediment or limitation becomes effective, and all prepaid rent and additional rent, if any, shall be prorated on a daily basis and the excess, if any, paid by Landlord to Tenant.

## XXIV

### CURING DEFAULTS

If either party is required to perform or comply with any agreement or provision hereof and shall fail to do so within the time provided therefor (or if no time is provided therefor then within thirty (30) days after written demand for compliance shall have been received by any party hereto from the other unless such default shall be of such nature that same cannot be completely cured within such thirty (30) day period but the curing thereof has been commenced within the said thirty (30) day period and shall thereafter be continued with reasonable diligence) then, in each such case, upon the expiration of the time provided in this Article for the performance or compliance therewith or for the curing of same, the party demanding compliance may perform and comply therewith for the account and at the expense of the party failing to do so; and the party failing to do so immediately upon receipt of an itemized invoice of the cost and expense thereof, agrees to promptly pay the reasonable cost and expense incurred by the other party hereto, with interest at the rate prescribed by law to the date payment is received. Should the Tenant be the party failing to make such payment, the cost and expense thereof shall be charged to Tenant as additional rent, which shall be paid by the Tenant on the next rent payment date following the date of receipt by Tenant of such invoice, and in the event such additional rent shall not be paid when due, it may be collected in the same manner as is herein provided for the collection of rent. Should the Landlord be the party failing to make such payment to the Tenant then the Tenant, without impairing or affecting any other of its rights, shall have the right to withhold payment of all rent, and additional rent if any, until Tenant has recouped all such costs and expenses, with interest as aforesaid, to the date full payment is received. In any such case if Landlord is in default hereunder, Tenant, without impairing or affecting any other rights it may have for damages or otherwise, shall have the right to cancel and terminate this lease by giving

written notice of Tenant's election to do so; and upon giving such notice the life of this lease shall cease and come to an end as of the date set forth in said notice, with the same force and effect as if the date set forth were the date originally fixed for the termination of the term and of any extended term thereof. In computing the time within which either party is required to comply with any covenant, agreement or provision of this lease, there shall be excluded therefrom periods of reasonable delay on account of war, "labor troubles," "Acts of God" and other unavoidable delays.

## XXV

### ATTORNEY'S FEES

In the event either party to this lease is required to bring any action at law or in equity against the other party to enforce any terms of this lease, the losing party hereby agrees to pay the prevailing party's reasonable attorney's, as they may be set by the court in which the original action was brought. If the Landlord is awarded attorney's fees pursuant to this paragraph, such fees shall be considered additional rent.

## XXVI

### WAIVER

No waiver of any right to reenter or terminate, or forbearance in the enforcement of any term or condition by acceptance of rent or otherwise, shall waive any subsequent right to reenter or terminate for subsequent breach of any covenant, term or condition of this lease; nor shall any consent by Landlord to forego enforcement of any term or condition of this Lease, or any part thereof, waive any of the covenants, terms or conditions of this Lease, unless otherwise expressly stated in writing by the Landlord. Likewise, the failure of the Tenant to insist upon strict performance of any of the terms, conditions and/or agreements of this Lease by the Landlord shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default by the Landlord of any of such terms, conditions and/or agreements.

## XXVII

### MISCELLANEOUS

The following miscellaneous provisions shall be applicable to this Lease:

a. Binding Effect - This agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. This Lease, including the Exhibits attached hereto, sets forth all the covenants, premises, agreements, conditions and understandings between the Landlord and the Tenant concerning the premises. There are no oral agreements or understandings between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, agreements and understandings, whether written or verbal, if any, between the parties hereto with respect to the

subject matter hereof. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by both the Landlord and the Tenant.

b. Section Headings - All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease Agreement.

c. Relationship of Parties - Nothing contained in this Lease shall be deemed, intended or construed by the parties hereto or by any third party as creating any relationship or principal agent or of joint venture, or governmental or governmental affiliation except as required by law. It is understood and agreed that the provisions contained in this Lease or any act of the parties hereto, their agents, officers or employees, shall not be deemed to create a relationship between the parties other than a relationship between Landlord or Tenant.

d. Authority of Signatories - The signatories to this Lease on behalf of the respective entities for which they are officials affirmatively represent and warrant that they have obtained all necessary resolutions and orders appropriate to enter this lease and are duly authorized to enter into this lease and bind the parties which they represent to all terms and conditions contained herein.

e. Execution - This Lease may be executed in any number of counter-parts, each of which shall be deemed to be an original but altogether shall constitute but one in the same lease.

f. Governing Law - This lease agreement is made in Boone County, Missouri and shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this Lease by their duly authorized governmental and corporate officers effective on the date or dates herein specified.

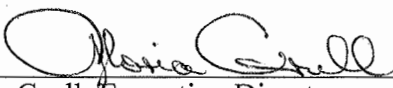
LANDLORD:

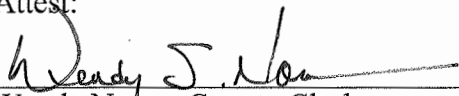
TENANT:

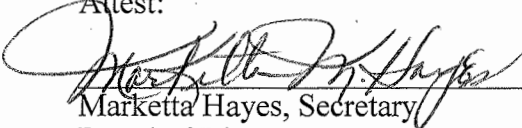
BOONE COUNTY, MISSOURI  
By Its County Commission

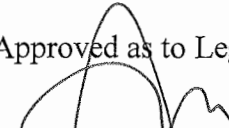
FAMILY HEALTH CENTER  
OF BOONE COUNTY

by:   
Keith Schnarre, Presiding Commissioner

by:   
Gloria Crull, Executive Director

Attest:  
  
Wendy Noren, County Clerk 27

Attest:  
  
Marketta Hayes, Secretary  
Board of Directors

Approved as to Legal Form:  
  
John L. Patton  
County Counselor

State of Missouri )  
 )  
County of Boone ) ss

On this 22<sup>nd</sup> day of July, 2003, before me personally appeared Keith Schnarre, who after being duly sworn upon his oath did state, affirm, and acknowledge that he is the duly elected Presiding County Commissioner of the County of Boone, a political subdivision of the State of Missouri, that he has executed the within instrument on behalf of said County pursuant to the authority vested in him to execute said instrument on behalf of said County as authorized by law and that he executed same for the purposes therein stated.

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

"NOTARY SEAL"  
Cathy D. Richards, Notary Public  
Boone County, State of Missouri  
My Commission Expires 10/15/2004  
My commission expires

Cathy D Richards  
Notary Public

15 October 2004

=====  
State of Missouri )  
 )  
County of Boone ) ss

On this 11 day of July, 2003, before me personally appeared Gloria Crull, who after being duly sworn upon her oath did state, affirm, and acknowledge that she is the Executive Director of the Family Health Center of Boone County, a Missouri nonprofit corporation, that she has executed the within instrument on behalf of said corporation pursuant to the authority vested in her to execute said instrument on behalf of said corporation as authorized by its board of directors and that she executed same for the purposes therein stated.

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

SHAWNA M. VICTOR  
Notary Public - Notary Seal  
State of Missouri  
County of Boone

Shawna M Victor  
Notary Public | SHAWNA M. VICTOR

My Commission Expires October 14, 2005

My commission expires 14 OCTOBER 2005

**EXHIBIT A**

**Plans**

(see attached)

**EXHIBIT B**

**Amortization Schedule**

(see attached)



