

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 2004


In the County Commission of said county, on the 22nd day of July 20 04

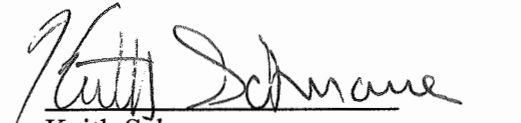
the following, among other proceedings, were had, viz:

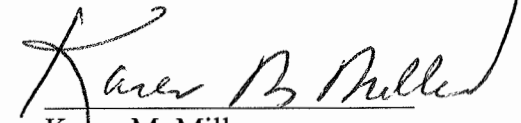
Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Thursday, July 22, 2004 immediately following the regularly scheduled Commission Meeting at 10:00 a.m. The meeting will be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys and 610.021(2) RSMo. to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore.

Done this 22nd day of July, 2004.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
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July Session of the July Adjourned

Term. 20 04

In the County Commission of said county, on the

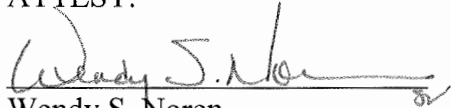
22nd day of July 20 04

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

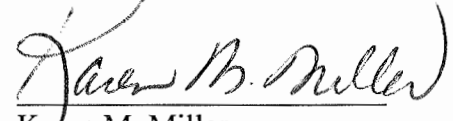
Now on this day the County Commission of the County of Boone does hereby award bid 23-21JUN04 for Fire Extinguisher Inspection and Maintenance Term and Supply to FyrFyter of Missouri. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.


Done this 22nd day of July, 2004.

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 Purchasing

Alice Winkelman, CPPB
Buyer



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

298-2004

MEMORANDUM

TO: Boone County Commission
FROM: Alice Winkelman, CPPB
DATE: July 9, 2004
RE: 23-21JUN04 Fire Extinguisher Inspection and Maintenance Term and Supply

The bid for Fire Extinguisher Inspection and Maintenance Term and Supply closed on June 21, 2004. Purchasing and Public Works/Facilities Management recommend award to FyrFyter of Missouri, the only bidder.

This is a Term and Supply contract which will be paid out of department 1191-Insurance & Safety, account 60200-Equipment Repairs and Maintenance. The original budget was \$2,000.

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

Att: Bid Tabulation

cc: David Mink, Public Works
Ken Roberts, Facilities Management
Bid File

Bid Tabulation

23-21JUN04 - Fire Extinguisher Inspection and Maintenance

		FyrFyter of MO
Annual Maintenance:		Unit Price
4.7.1.	ABC Unit	\$ 2.75
4.7.2.	Halotron Unit	\$ 2.75
4.7.3.	CO2	\$ 2.75
6- Year Maintenance:		
4.7.4	2 to 2½ Lb. includes recharge.	\$ 20.00
4.7.5.	4 to 6 lb. ABC unit includes recharge.	\$ 25.00
4.7.6.	10 Lb. ABC unit includes recharge.	\$ 31.00
4.7.7.	13 to 20 Lb. ABC unit includes recharge.	\$ 38.00
Hydrotesting Maintenance of ABC and CO2:		
4.7.8.	2 to 2½ Lb. ABC unit includes hydrostatic test and recharge.	\$ 22.00
4.7.9.	4 to 6 lb. ABC unit includes hydrostatic test and recharge..	\$ 27.00
4.7.10.	10 Lb. ABC unit includes hydrostatic test and recharge.	\$ 33.00
4.7.11.	13 to 20 Lb. ABC unit includes hydrostatic test and recharge.	\$ 40.00
Purchase of New Unit		
4.7.12.	2-½ Lb ABC unit	\$ 28.00
	Brand Bid:	Ansul
4.7.13.	5 Lb. ABC unit	\$ 54.00
	Brand Bid:	Ansul
4.7.14.	10 Lb. ABC unit	\$ 81.00
	Brand Bid:	Ansul
4.7.15.	Other new Fire extinguishers % mark-up over cost	5%

Bid Tabulation

23-21JUN04 - Fire Extinguisher Inspection and Maintenance

		FyrFyter of MO
4.8.	Replacement Parts	
	(material cost only):	
4.8.1.	Fusible Links	\$ 10.00
4.8.2.	O-Rings	\$ 3.00
4.8.3.	Dry Chemical Gauge	\$ 12.00
4.8.4.	Dry Chemical Valve Stem	\$ 13.00
4.8.5.	Wall Bracket	\$ 9.00
4.8.6.	Vehicle Bracket	\$ 35.00
4.8.7.	Operating Lever (Top)	\$ 14.00
4.8.8.	Pull Pin - Stainless Steel	\$ 2.50
4.8.9.	Carry Handle (Bottom Lever)	\$ 14.00
4.8.10.	Valve Body	\$ 16.00
4.8.11.	Hose Nozzle	\$ 16.00
4.8.12.	Screw Nozzle	\$ 9.00
4.8.13.	Valve Stem Assembly - Plastic	N/A
4.8.14.	Valve Stem Assembly - Metal	\$ 16.00
4.8.15.	Hose and Horn Assembly (CO2)	\$ 25.50
4.8.16.	Siphon Tube	\$ 16.00
4.8.17.	Other Parts: ___ % Mark-up over cost	10%
4.8.18.	Cost to dispose of Halon Fire Extinguisher:	10.00 ea
4.9.	Emergency Contact 24 Hr.	Yes
4.10.	Response Time - Hours	2
4.11.	Holidays observed	Yes
4.13.	Max % Increase 2nd Year	10%
	Max % Increase 3rd Year	10%
	Max % Increase 4th Year	10%
	Max % Increase 5th Year	10%
	Attachment A:	Yes

No Bids

Wayne Hudson Fire Alarm

**PURCHASE AGREEMENT
FOR
FIRE EXTINGUISHER INSPECTION AND MAINTENANCE – TERM & SUPPLY**

THIS AGREEMENT dated the 22 day of JULY 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **FyrFyter of Missouri**, 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 **Fire Extinguisher Inspection and Maintenance Term & Supply**, County of Boone Request for Bid for Fire Extinguisher Inspection and Maintenance Term & Supply, bid number **23-21JUN04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Attachment A, Attachment B, Standard Terms and Conditions, as well as the Contractor's bid response dated June 15, 2004 and executed by Kristin Thomas 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, Attachment A, Attachment B, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on date of award through December 31, 2005 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.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Fire Extinguisher Inspection and Maintenance. 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 County.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to Boone County Facilities Management 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.

FYRFYTER OF MISSOURI

by: Andrew Thomas
 title Sales Representative
 address 7551 S. Hwy 63
Columbia, MO 65201

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

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.)

1191-60200 Term & Supply
(No Encumbrance Required)

Term & Supply - No Encumbrance Required 7/12/04
 Signature Date Appropriation Account

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
FIRE EXTINGUISHER INSPECTION AND MAINTENANCE
BID # 23-21JUN04**

The Agreement dated July 22, 2004 made by and between Boone County, Missouri and Fyrfyter of Missouri for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD to paragraph 2.2.3. the following locations:

Boone County Fairgrounds 5212 Oakland Gravel Road Columbia, MO 65202.	Lifestyles Building 101 N. Seventh Columbia, MO 65201
The Guaranty Building 602 E. Ash Columbia, MO 65201	Law Office Building 609 E. Walnut Columbia, MO 65201

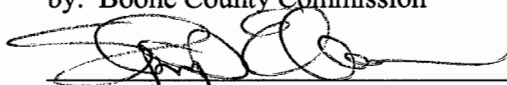
2. Change Contractor name from Fyrfyter of Missouri to Cintas Fire Protection.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

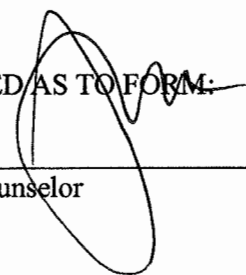
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

CINTAS FIRE PROTECTION

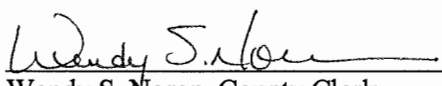
BOONE COUNTY, MISSOURI

by _____
title _____

by: Boone County Commission

Skip Elkin, Acting Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

~~2005: 1191-60200 Term and Supply.~~
2006: 6100-71100 Term and Supply

Term & Supply - No Encumbrance Required 10/26/05
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 2004

In the County Commission of said county, on the

22nd day of July 20 04

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

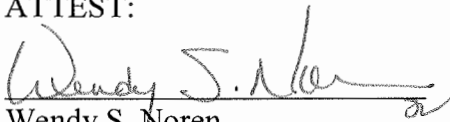
Now on this day the County Commission of the County of Boone does hereby award bid 42-30JUN04 for Duplicating Services Term and Supply as follows:

- Primary Supplier: FedEx / Kinko's
- Secondary Supplier: Brake Printing

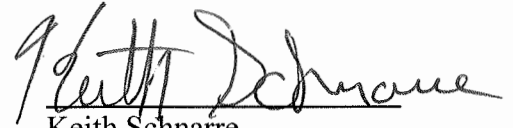
It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 22nd day of July, 2004.

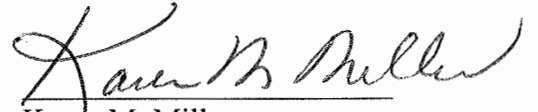
ATTEST:



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 Purchasing

Alice Winkelman, CPPB
Buyer



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

299-2004

MEMORANDUM

TO: Boone County Commission
FROM: Alice Winkelman, CPPB
DATE: July 8, 2004
RE: 42-30JUN04 Duplicating Services Term and Supply

The bid for Duplicating Services Term and Supply closed on June 30, 2004. Three bids were received. Upon completion of the bid evaluations, the Boone County Purchasing Committee recommends award as follows for the lowest and best bids in the following order:

Primary Supplier: FedEx / Kinko's
Secondary Supplier: Brake Printing

This contract runs through June 30, 2005 with four one-year renewal options. As this is a Term and Supply contract, there are no purchase requisitions attached.

A copy of the bid tabulation is attached for your review.

Att: Bid Tabulation

cc: Bid File
Purchasing Committee

Bid Tabulation

42-30JUN04 - Duplicating Services Term & Supply

4.7.	Pricing	Brake Printing			FedEx / Kinko's			Sir Speedy		
		Base Copy Price			Base Copy Price			Base Copy Price		
	Number of Copies	1-100	101-1000	1001-5000	1-100	101-1000	1001-5000	1-100	101-1000	1001-5000
4.7.1.	Sheet Size 8.5"x11"									
4.7.1.1.	Black & White Simplex	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	0.045	0.035	0.035
4.7.1.2.	Black & White Duplex	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	0.08	0.07	0.06
4.7.1.3.	Color Simplex	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.39	\$ 0.35	\$ 0.29	0.79	0.59	0.39
4.7.1.4.	Color Duplex	\$ 1.00	\$ 1.00	\$ 1.00	\$ 0.78	\$ 0.70	\$ 0.58	1.38	0.98	0.78
4.7.2.	Sheet Size 8.5"x14"									
4.7.2.1.	Black & White Simplex	\$ 0.035	\$ 0.035	\$ 0.035	\$ 0.03	\$ 0.03	\$ 0.03	0.055	0.045	0.04
4.7.2.2.	Black & White Duplex	\$ 0.07	\$ 0.07	\$ 0.07	\$ 0.06	\$ 0.06	\$ 0.06	0.1	0.08	0.07
4.7.2.3.	Color Simplex	\$ 0.55	\$ 0.55	\$ 0.55	\$ 0.39	\$ 0.35	\$ 0.29	0.85	0.69	0.49
4.8.2.4.	Color Duplex	\$ 1.10	\$ 1.10	\$ 1.10	\$ 0.78	\$ 0.70	\$ 0.58	1.38	1.18	0.98
4.7.3.	Sheet Size 11"x17"									
4.7.3.1.	Black & White Simplex	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.059	\$ 0.059	\$ 0.059	0.075	0.065	0.055
4.7.3.2.	Black & White Duplex	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.118	\$ 0.118	\$ 0.118	0.125	0.105	0.095
4.7.3.3.	Color Simplex	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.78	\$ 0.70	\$ 0.58	0.99	0.79	0.69
4.7.3.4.	Color Duplex	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.56	\$ 1.40	\$ 1.16	1.78	1.48	1.38
4.7.4.	60 lb white Sheet size 8.5" x11"									
4.7.4.1.	Black & White Simplex	\$ 0.035	\$ 0.035	\$ 0.035	\$ 0.04	\$ 0.04	\$ 0.04	0.045	0.04	0.04
4.7.4.2.	Black & White Duplex	\$ 0.07	\$ 0.07	\$ 0.07	\$ 0.08	\$ 0.08	\$ 0.08	0.085	0.08	0.08
4.7.4.3.	Color Simplex	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.39	\$ 0.35	\$ 0.29	0.79	0.59	0.39
4.7.4.4.	Color Duplex	\$ 1.00	\$ 1.00	\$ 1.00	\$ 0.78	\$ 0.70	\$ 0.58	1.38	0.98	0.78
	Additional Options									
4.7.5.	Color Paper									
4.7.5.1.	Pastel	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	0.01	0.01	0.01
4.7.5.2.	Astrobright	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	0.02	0.02	0.02
4.7.6.	Color Cardstock	\$ 0.09	\$ 0.09	\$ 0.09	\$ 0.09	\$ 0.09	\$ 0.09	0.035	0.035	0.035
4.7.7.	Folding									
4.7.7.1.	Half Fold	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	0.005	0.005	0.005
4.7.7.2.	Trifold	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	0.01	0.01	0.01

Bid Tabulation

42-30JUN04 - Duplicating Services Term & Supply

		Brake Printing			FedEx / Kinko's			Sir Speedy		
4.7.	Pricing	Base Copy Price			Base Copy Price			Base Copy Price		
4.7.8.	Stapling	n/c (Machine)	n/c (Machine)	n/c (Machine)	\$ 0.01	\$ 0.01	\$ 0.01	0.01	0.01	0.01
4.7.9.	Collate	n/c (Machine)	n/c (Machine)	n/c (Machine)	\$ 0.05	\$ 0.05	\$ 0.05	0.015	0.015	0.015
4.7.10.	3-hole punch	\$ 0.005	\$ 0.005	\$ 0.005	\$ 0.01	\$ 0.01	\$ 0.01	0.005	0.005	0.005
4.7.11.	Padded									
4.7.11.1.	Pad of 50 sheets	.25 per pad	.25 per pad	.25 per pad	\$ 0.30	\$ 0.30	\$ 0.20	0.50	0.50	0.50
	Pad of 100 Sheets	.25 per pad	.25 per pad	.25 per pad	\$ 0.30	\$ 0.30	\$ 0.20	0.50	0.50	0.50
4.7.12.	Binding (coil, wire or comb)									
4.7.12.1	Up to 1"binding	\$ 1.95	\$ 1.00	\$ 0.75	2.00/1.25	1.75/1.00	1.15/.85	0.99	0.79	0.69
4.7.12.2.	1" to 2" binding	\$ 2.45	\$ 1.50	\$ 1.25	\$ 2.00	\$ 1.75	\$ 1.75	1.75	1.55	1.25
4.7.13.	Miscellaneous Copy Service Discount From Price List For Any Service Not Detailed									
		0%			25%			0%		
4.7.14.	Emergency/Rush Services-Additional % Charge per Item.									
		0% If not taken Advantage of			No Charge			0%		
4.8.	Maximum % Increase									
	2nd Year %	5%			0%			5%		
	3rd Year %	5%			0%			5%		
	4th Year %	5%			0%			5%		
	5th Year %	5%			0%			5%		
4.9.	Hours of operation	8am-5pm Mon-Fri			24 Hours a day (Columbia Location)			8am-5pm Mon-Fri		
4.9.1.	Open 24 Hours yes/no	No			Yes			No		
4.10.	Time Lapse Between Placement of Order & Receipt of Goods									
		1 to 2 Business days			1 Day			4 days - Next day or same day on most orders		
4.11.	References	Yes			Yes			Yes		
4.13.	Co-op	Yes			Yes			Yes		

**PURCHASE AGREEMENT
FOR
DUPLICATING SERVICES TERM AND SUPPLY
PRIMARY SUPPLIER**

299-2004

THIS AGREEMENT dated the 22 day of JULY 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **FedEx / Kinko's**, 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 **Duplicating Services Term and Supply**, County of Boone Request for Bid, bid number **42-30JUN04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated June 25, 2004 and executed by Renee Dooling 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 un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall begin on September 1, 2004 and extend through June 30, 2005, 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the Duplicating Services as identified and responded to in the Contractor's Response Form. 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. FedEx/Kinko's shall act as the primary supplier and shall furnish Duplicating Services for the County. Proposed schedule must be honored. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the secondary contracted supplier.

4. Billing and Payment - All billing shall be invoiced to the ordering department, and may only include the prices as identified 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.

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.

FEDEX / KINKO'S

BOONE COUNTY, MISSOURI

by Rome Dooling
title Account Manager
address 255. 6th Street
Columbia, MO 65201

by Boone County Commission
Keith Schlarre
Keith Schlarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Countywide Term & Supply

Term & Supply - No Encumbrance Required 7/12/04
Signature Date Appropriation Account

**PURCHASE AGREEMENT
FOR
DUPLICATING SERVICES TERM AND SUPPLY
SECONDARY SUPPLIER**

299-2004

THIS AGREEMENT dated the 22 day of JULY 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Brake Printing**, 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 **Duplicating Services Term and Supply**, County of Boone Request for Bid, bid number **42-30JUN04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated June 29, 2004 and executed by Dan Block 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 un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall begin on September 1, 2004 and extend through June 30, 2005, 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the Duplicating Services as identified and responded to in the Contractor's Response Form. 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. Brake Printing shall act as the secondary supplier and shall furnish Duplicating Services for the County if the primary contracted supplier cannot provide an acceptable schedule for the County.

4. Billing and Payment - All billing shall be invoiced to the ordering department, and may only include the prices as identified 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.

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.

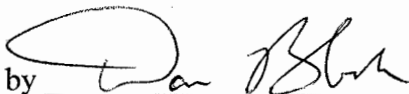
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

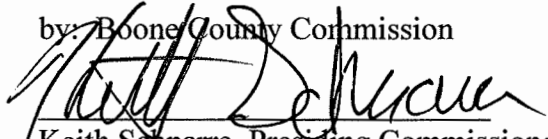
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

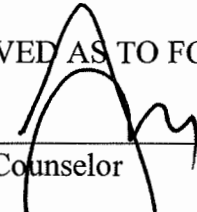
BRAKE PRINTING

by 
title VP of Printy Operations
address 609 Nebraska Ave
Columbia MO 65201

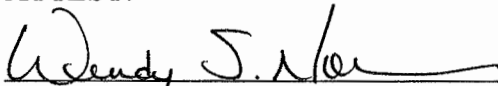
BOONE COUNTY, MISSOURI

by: Boone County Commission

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Countywide Term & Supply

Term & Supply - No Encumbrance Required 7/12/04
Signature Date Appropriation Account

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

May 10, 2005

Renee Dooling
FedEx/Kinko's
25 South 6th Street
Columbia, Mo 65201

RE: 42-30JUN04 Duplicating Services Term & Supply

Dear Ms. Dooling:

The County of Boone wishes to renew Bid # 42-30JUN04 Duplicating Services Term & Supply. Confirming our letter dated April 29, 2005, you agree to renew the contract under the same terms and conditions as set in the original bid. The contract renewal period is July 1, 2005 through June 30, 2006.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Patton", is written over a faint, larger signature.

Kerry Patton
Office Specialist

cc: Purchasing Committee Members
Bid File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 2004

In the County Commission of said county, on the

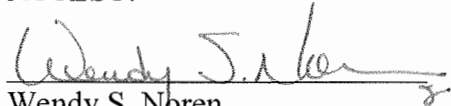
22nd day of July 20 04

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

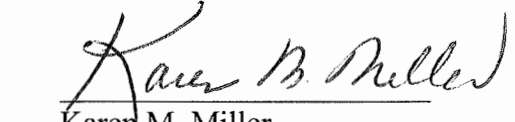
Now on this day the County Commission of the County of Boone does approve Amendment #1 for bid 11-09MAR04 (Tires – Passenger and Light Duty Trucks Term and Supply). It is further ordered that the Presiding Commissioner be hereby authorized to sign said amendment.

Done this 22nd day of July, 2004.

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 Purchasing

Melinda Bobbitt, CPPB
Director



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

300-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: July 16, 2004
RE: Amendment Number One – 11-09MAR04 – Tires - Passenger and Light
Duty Trucks - Term and Supply

The Purchasing department received a request from the Public Work's department to add a heavier tread tire to contract 11-09MAR04 – Tires – Passenger and Light Duty Trucks Term and Supply. Attached is Amendment Number One which adds Firestone tire LT 245/75R16 to the contract.

This is a county-wide term and supply contract.

cc: David Mink, Public Works
Greg Edington, Public Works
Stan Shawver, Planning & Building
Bid File

300-2004

CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
TIRES PASSENGER AND LIGHT DUTY TRUCKS – TERM AND SUPPLY
BID # 11-09MAR04

The Agreement dated April 22, 2004 made by and between Boone County, Missouri and Firestone for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD Tire: Firestone Product #288624, LT 245/75R16, Steeltex A/T Load E @ \$68.00 per tire.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

FIRESTONE

BOONE COUNTY, MISSOURI

by Mike Porter
title Manager of tire sales

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

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

no encumbrance required 7/15/04 Countywide Term and Supply
Signature Date Appropriation Account

Attn: Alice

07/13/04
(573) 886-439

Gov. Bid Price on

Product # 288624

Tire LT 245/75R16 SteeHex A/T Load (E)

Bid Price \$68.00

Please Add Above tire
to Purchase Contract

Thanks Tim De Hart

(573) 449-2421

FIRESTONE STORE
703 BUSINESS LOOP 70 W
COLUMBIA, MO 65203
21K9-009490

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 2004

In the County Commission of said county, on the

22nd day of July 20 04

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

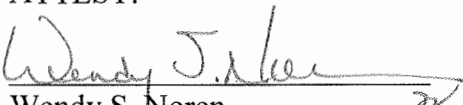
Now on this day the County Commission of the County of Boone does approve the following budget revision:

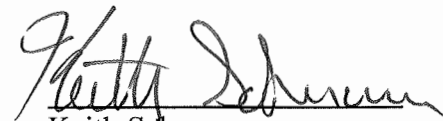
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1123-86850: Contingency	\$8,475.00	
1255-91300: Corrections -- New Equipment		\$8,475.00

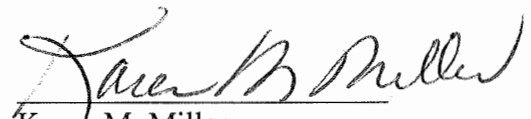
Said budget revision is for the purchase of new medical equipment to be used at the Boone County Jail.

Done this 22nd day of July, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Leasa Quick - Re: Heidi, I need to prepare a Budget Revision to transfer the funds for the medical equipment, and the F

From: Heidi Fussner
To: Leasa Quick
Date: 6/23/04 4:49PM
Subject: Re: Heidi, I need to prepare a Budget Revision to transfer the funds for the medical equipment, and the

EKG Machine: Donated by Boone Hospital

FAX Machine: you have receipt - 155.45

~~Exam Table \$925.00~~ Will not purchase exam table. See attached email.

Pulse Oximetry \$750

Otoscope/Ophthalmoscope: I had it looked at and the only thing needed to repair it is a new battery. \$50

Troponin Towers still looking into this, I have no data available at this time to give an approximate price. - 75

Thanks,
Heidi

~~8,930.45~~

155.45 +
750. +
50. +
7,500. +
8,455.45 1

From: June Pitchford
To: Heidi Fussner; Ted Boehm
Date: 6/8/04 12:57PM
Subject: Re: Equipment Proposal

Heidi and Ted,

Let's try to get the amounts firmed up and then discuss a budget revision. If any of the identified items require continuing operating costs (phone line for FAX, cost of individual tests for the Troponin Towers, etc...) please estimate the on-going annualized cost as best as you can.

We included about \$13,000 in Contingency (1123-86850) to cover the cost of increasing the .75FTE nurse to full time. I believe we only used a portion of this (~\$2,600), increasing the nurse's hours by 2 per week. I think this would be an appropriate funding source-- the identified items are very consistent with the overall objective that we were trying to address by including the \$13,000 in Contingency.

The budget revision will require commission approval. Please let me know if you have questions or need anything else from me.

June

>>> Heidi Fussner 06/07/04 07:06PM >>>

I have compiled a list of wanted equipment for the medical department. Please take a minute to look it over. If you have any questions please call!

Heidi

CC: Karen Frederick; Keith Schnarre; Warren Brewer

47500.00

From: Karen Frederick
To: Leasa Quick
Date: 7/13/04 11:26AM
Subject: medical equipment budget revision

Leasa:

I received budget revision for medical equipment. One of the attachments is 6/8/04 email from June, which notes "If any of the identified items require continuing operating costs (phone line for FAX, cost of individual tests for the Troponin Towers, etc...) please estimate the on-going annualized cost as best you can."

I don't see anything of this nature attached to the budget revision. Would you please check into this and let me know? Thanks.

Karen

From: Leasa Quick
To: KFrederick.GC-GWPO.BC-GWDOM
Date: 7/13/04 4:20PM
Subject: Fwd: Re: Fwd: medical equipment budget revision

Karen, please see attached from Heidi. Also the phone line is aprox. \$30.00 per month (more like \$28.00 +/- but \$30.00 should cover it. THX, Leasa

From: Heidi Fussner
To: Leasa Quick
Date: 7/13/04 2:51PM
Subject: Re: Fwd: medical equipment budget revision

The tests are \$30.00 each. It will depend on how many tests we run. For each patient a series of 3 tests are required. If we only tested one patient a month it would be \$90.00 and so on. I would guess that we would probably test no more than 5 patients a month....but don't quote me!

Also, I have really been thinking about this used exam table. I really don't think we have the space for another table. I spoke with Pat and Angie and we think that the table we already have will be sufficient. When we got the extra room we were going to use it as another exam room (which we are doing) but it has become more of a medication set up room. I went down there today to measure how much room it would take and I don't think we can fit it along with all the medication setup supplies.

So to make it short.... if it won't cause too much trouble I may hold off on the exam table for now. Let me know if this is going to be a huge problem.

Thanks
Heidi

Interoffice

Memo

Date: June 7, 2004
To: Ted Boehm
Cc: June Pitchford, Keith Schnarre, Warren Brewer
From: Heidi Fussner, RN Medical Department Supervisor
RE: Needed Medical Equipment

As the medical department broadens its scope of practice our need for equipment has changed. The following is a list of items the medical department would like to have:

-FAX Machine: New HIPPA laws require confidentiality with medical records. The wait for records to be mailed is too long in most cases. A FAX machine would be used very frequently and could be cost saving. Knowing patient history could save a trip to the emergency room.

-EKG Machine: This diagnostic tool is used for indicating possible heart ischemia or arrhythmias. Testing can be done on premises for complaints of chest pain, shortness or breath, palpitations, etc...

-Troponin Tower: This diagnostic tool is used to indicate abnormal cardiac enzymes which can be indicative of a heart attack. There may be some additional cost with these towers. Each tower must be CLIA tested by a CLIA certified control. I am looking into the cost of being certified as opposed to paying an outside institution for this service.

-Exam Table: Many options have been persued for this piece of equipment. I have found a used table in good condition for \$550.00. Additional cost of \$100-150.00 for upholstery work.

Otoscope/Ophthalmoscope: This item is not absolutely necessary but would be a nice addition to the new satellite nurse's station located at the opposite end of the building.

Pulse Oximetry: This diagnostic tool is used to measure oxygen saturation in the blood. Used to check stability of patients who claim shortness of breath, patients experiencing seizures, or respiratory distress.

Interoffice Memo: Needed Medical Equipment

The approximate cost for items listed above is still undecided. I have been working with Boone Hospital in order to secure an EKG machine for a very reduced price.

EKG- Unknown

Troponin Towers – approximately \$150.00 (tower includes 20 individual tests)

Otoscope/Ophthalmoscope - approximately \$350.00

FAX Machine – Unknown

Pulse Oximetry – Approximately \$300-500.00

Exam Table – as listed above

If you have any questions please let me know. My direct phone number is 876-6109. Thanks!

HRF

2004 Contingency Fund
1123-86850

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	AMOUNT	BALANCE	DESCRIPTION
1/1/2004	Budget-Elections Personnel	1132		51,143	51,143	Original budget
7/12/2004	Election & Registration	1132	71101	(18,000)	33,143	Contractual services for training (instead of new employee)
1/1/2004	Budget-Help Desk Personnel	1170		50,223	50,223	Original budget
1/1/2004	Budget-Jail Nurse Personnel	1255		13,354	13,354	Original budget
3/8/2004	Corrections	1255	10100, 10115, 10120, 10200, 10325, 10400	(2,572)	10,782	Pos #599 RN (part-time) - Additional 2 hrs/week
7/12/2004	Corrections	1255	91300	(8,475)	2,307	Corrections medical equipment
	Total Original Budget			114,720		
	Total Revisions			(29,047)		
	Total Remaining Budget			<u>85,673</u>		

7/14/2004

FY 2004
Budget Amendments/Revisions
Corrections (1255)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	3/8/2004	3528	Reimb personnel/projects	51,214		Establish budget for new full-time nurse to be reimb by Boone Hosp	
		10100	Salary & Wages	35,486			
		10110	Overtime	3,992			
		10115	Shift Differential	659			
		10120	Holiday Worked	1,552			
		10200	FICA	3,189			
		10300	Health Insurance	3,186			
		10325	Disability Insurance	192			
		10350	Life Insurance	31			
		10375	Dental Insurance	249			
		10400	Workers Comp	1,668			
		10500	401A Match Plan	550			
		48050	Cellular Telephones	460			
		2	3/8/2004	1123-86850	Emergency: Contingency		
10100	Salary & Wages			1,876			
10115	Shift Differential			8			
10120	Holiday Worked			410			
10200	FICA			175			
10325	Disability Insurance			11			
10400	Workers Comp			92			
3	3/8/2004	92400	Replacement Auto/Trucks		530	Purchase digital camera - REQUEST WITHDRAWN BY SHERIFFS DEPT	
		91300	Machinery & Equipment	530			
4	4/21/2004	1123-86800	Emergency		1,383	Inmate bus transmission repair	NOT RECOMMENDED BY AUDITOR
		1255-59100	Vehicle Repairs	1,383			
5	6/10/2004	92400	Replacement Auto/Trucks		330	Purchase washing machine	
		92300	Replacement Machinery & Equip	330			
6	7/12/2004	1123-86850	Contingency		8,475	Corrections medical equipment	
		1255-91300	Machinery & Equipment	8,475			

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 2004

In the County Commission of said county, on the

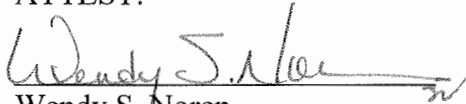
22nd day of July 20 04

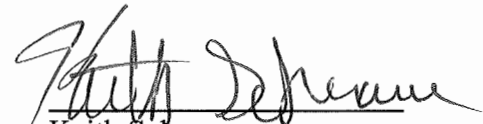
the following, among other proceedings, were had, viz:

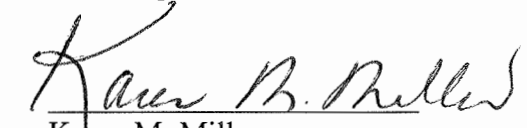
Now on this day the County Commission of the County of Boone does approve the agreement between the Curators of the University of Missouri and the Boone County Sheriff's Department for providing safety and security for events on the University of Missouri-Columbia campus.


Done this 22nd day of July, 2004.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

AGREEMENT

302-2004

THIS AGREEMENT is made and entered into by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, contracting on behalf of its Police Department at the University of Missouri-Columbia (hereafter "University") and THE BOONE COUNTY SHERIFF'S DEPARTMENT (hereafter "County").

WITNESSETH:

WHEREAS, University ^s is desirous of obtaining assistance in providing safety and security for the period from July 1, 2004 through June 30, 2005;

WHEREAS, County has the personnel and expertise to assist University in its efforts; and

WHEREAS, the parties deem it to their mutual benefit to set ^x for the terms of their agreement in writing;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. County will provide appropriately trained personnel and assistance as mutually agreed, when requested, during the period from July 1, 2004 through June 30, 2005.
2. University will consult with County in planning, scheduling and conducting the work to be performed pursuant to this agreement. University's representative for such purposes shall be Chief Jack Watring or his designee; County's representative shall be Major O.J. Stone.
3. University shall compensate ^{\$ 40.00} County for services rendered pursuant to this agreement at the rate of ~~\$30.00~~ per hour. County will invoice University of Missouri Police Department, 901 Virginia Ave. Columbia, MO 65211 for services rendered at the conclusion of each event during the term of this agreement. Such invoices shall contain sufficient documentation to permit independent verification by University of amounts due.
4. The parties mutually agree that:
 - a. Work conducted under this agreement will be carried out according to procedures which are mutually acceptable to the parties.
 - b. County acts as an independent contractor for purposes of this agreement, and shall not act as an agent for the University. Nor shall any individuals assigned by County to render services pursuant to this agreement be deemed to be employees of the University for any purposes whatsoever,



0401611A

BOONE CTY SHERIFF'S DEPT
LAW ENFORCEMENT SVCS

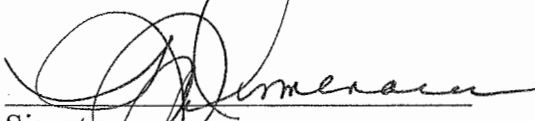
including but not limited to Social Security, Employment Compensation, Workers Compensation or other insurance.

- c. University shall retain overall administrative and professional supervision of individuals rendering services pursuant to this agreement insofar as their presence affects the operations of University.

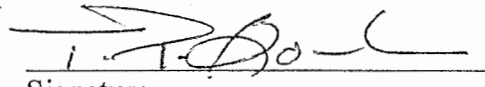
IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the dates below their respective signatures.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

BOONE COUNTY

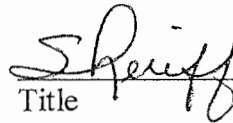
MJ 7/29/04


 Signature



 Signature

Lisa J. Winnebauer
Assoc. Director, Business Svcs.



 Title


Title

7-13-04

 Date

8/13/04

 Date

Form approved
 *7/20/04*

CERTIFICATION:

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

June Petchford by KF 7/21/2004
 Auditor Date

1251-10100

Contract will generate revenues to cover all related expenditures.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 04

In the County Commission of said county, on the

22nd day of July 20 04

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

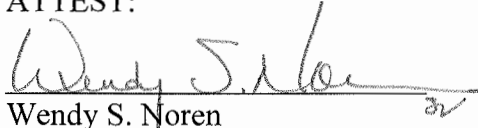
Now on this day the County Commission of the County of Boone does approve the following budget revision:

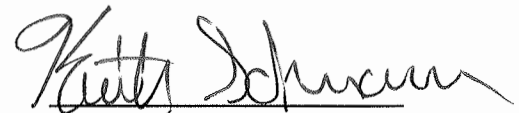
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
2100-91301: LEPC – Computer Software	\$1,000.00	
2100-23050: LEPC – Other Supplies		\$1,000.00

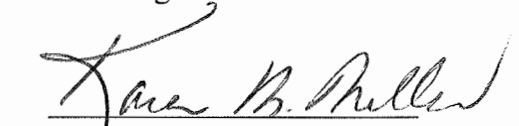
Said budget revision is for the purchase of RaeLink Communication Kit for the Boone County Fire District.


Done this 22nd day of July, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET REVISION

303

BOONE COUNTY, MISSOURI

RECEIVED

JUL 13 2004

7-13-04

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name		Account Name		(Use whole \$ amounts)	
													Transfer From	Transfer To
											Decrease	Increase		
2	1	0	0	9	1	3	0	1	LEPC	Computer Software		1000		
2	1	0	0	2	3	0	5	0	LEPC	Other Supplies			1000	

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): **To Pay for Raelink Communication KIT for Boone Co Fire District.**

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):

Kay R Murray
 Requesting Official

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:

[Signature]
 Auditor's Office

[Signature]
 PRESIDING COMMISSIONER

[Signature]
 DISTRICT I COMMISSIONER

[Signature]
 DISTRICT II COMMISSIONER

RAE Systems Inc.
 NEW REMIT TO ADDRESS:
 P.O. BOX 797068
 ST. LOUIS, MO 63179-7000
 Telephone: 408/752-0723

RECEIVED
 JUL 06 2004

Invoice 180199
 Invoice Date 06/30/04

Bill To:

Boone County Fire Protection Dist.
 Treas. Office Attn: Kay Muery
 801 East Walnut
 Columbia, MO 65201

Ship To:

Boone County Fire Protection Dist.
 Treas. Office Attn: Kay Muery
 801 East Walnut
 Columbia, MO 65201

Customer	Ship Via	F.O.B.		Terms	
BOONE	UPS-GROUND	Origin		Net 30 Days	
Purchase Order Number		Territory	Salesperson	Order Date	Orig. Order Number
2004-38-B		CE	07	06/24/04	89865
Quantity Ordered	Quantity Shipped	Item Number	Unit of Measure	Unit Price	Extended Price
1	1	029-5002-100	KIT	2000.00	2000.00
	0	RAELINK COMMUNICATION KIT, for		N	
		M2K/PPBRAE/MultiRAE,900MHZ			
1.00	1.00	SHIP		65.00	65.00
	0.00	SHIPPING & HANDLING FEE		N	
		1Z6E51330300032093 - 06/30/2004			

2100-23050

All sales of RAE Systems products to distributors and customers are final. Each product furnished by RAE Systems shall be deemed accepted by the purchasing distributor and customer unless notice of defect or non-conformity is received in writing within 30 days of delivery. Authorization of return of the company's goods for credit is at the sole discretion of RAE Systems. A returned materials authorization (RMA) is required for any goods which are returned to RAE Systems for credit. A restocking fee of 20% of the order, or \$50, whichever is higher, will be charged for goods returned to RAE Systems for credit. Goods at distributor for more than 30 days from delivery date may not be returned for credit.

Nontaxable Subtotal	2065.00
Taxable Subtotal	0.00
Tax	0.00
Total Invoice	2065.00

SUBLSCR

SUBSIDIARY LEDGER INQUIRY MAIN SCREEN

7/13/04 16:15

Year 2004
 Dept 2100 LOCAL EMERG PLANNING COMMITTEE
 Acct 90000 FIXED ASSET ADDITIONS
 Fund 210 LOCAL EMERG PLANNING COMMITTEE

Original Appropriation	<u>4,000.0</u>
Revisions	
Original + Revisions	<u>4,000.0</u>
Expenditures	
Encumbrances	
Actual To Date	
Remaining Balance	<u>4,000.0</u>
Shadow Balance	<u>4,000.0</u>

Class/Account C CLASS
 Account Type E EXPENSE
 Normal Balance D DEBIT

Expenditures by Period

January	_____	July	_____
February	_____	August	_____
March	_____	September	_____
April	_____	October	_____
May	_____	November	_____
June	_____	December	_____

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

7/13/2004

FY 2004
Budget Amendments/Revisions
Local Emergency Planning Committee (2100)

<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	7/13/2004	91301 23050	Computer Hardware Other Supplies	1,000		Communication kit for BoCo Fire Dist	

CERTIFIED COPY OF ORDER

July Session of the July Adjourned

Term. 20 04

STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the

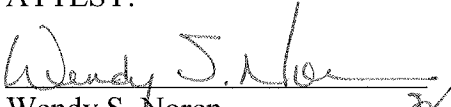
22nd day of July 20 04


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

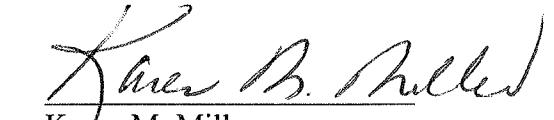
Now on this day the County Commission of the County of Boone does approve Charter Communications Franchise Agreement and Internet Connections Letter Agreement. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreements.

Done this 22nd day of July, 2004.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

304-2004

Facsimile Transmittal Sheet



From: Kathy Seim

To: Boone County

Phone:

Fax: 573 886 4300

Date: 31-Oct-05

Attention:

Time: 05:27 PM

Company:

Message:

The information contained in this facsimile message is confidential, may be privileged, and is intended for the use of the individual or entity named above. If you, the reader of this message, are not the intended recipient, the agent, or employee responsible for delivering this information to the intended recipient, you are expressly prohibited from copying, disseminating, distributing, or in any other way using any of the information contained in this facsimile message.

This facsimile copy is as valid as an original.

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CHI-001203551-03

PRODUCER
Marsh USA Inc.
701 Market Street, Suite 1100
St. Louis, MO 63101-1830
Attn: Renee' L. Butler

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

405245-UMB-CAS-05-06 CCEI y BoC-M

INSURED
Charter Communications Inc.
Charter Investment Inc.
12405 Powerscourt Drive
St. Louis, MO 63131-3674

- COMPANY
A AMERICAN HOME ASSURANCE CO (AIG)
- COMPANY
B NATIONAL UNION FIRE INSURANCE CO OF PITTSBURGH
- COMPANY
C INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
- COMPANY
D BIRMINGHAM FIRE INSURANCE COMPANY

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 1

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	5751458	11/01/05	11/01/06	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 500,000
					MED EXP (Any one person)	\$ 10,000
B A A	AUTOMOBILE LIABILITY	5832695 (AOS)	11/01/05	11/01/06	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	5832700 (MA)	11/01/05	11/01/06		
	<input type="checkbox"/> ALL OWNED AUTOS	5832699 (TX)	11/01/05	11/01/06	BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS	5833451 (VA)	11/01/05	11/01/06	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE	\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
B	EXCESS LIABILITY	BE4485024	11/01/05	11/01/06	AGGREGATE	\$
	<input checked="" type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$ 1,000,000
C A D B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SEE ADDITIONAL INFORMATION	11/01/05	11/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
		6610713 (CA)	11/01/05	11/01/06	EL EACH ACCIDENT	\$ 1,000,000
	<input checked="" type="checkbox"/> THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	6610715 (OR)	11/01/05	11/01/06	EL DISEASE-POLICY LIMIT	\$ 1,000,000
	OTHER	6610716 (OH,WA,WI,WV)	11/01/05	11/01/06	EL DISEASE-EACH EMPLOYEE	\$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
(See reverse and/or attached for additional information)

CERTIFICATE HOLDER

CANCELLATION

Boone County
Attn: Boone County Commission
Roger I. Wilson Government Center
801 E. Walnut, Room 245
Columbia, MO 65201

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.
BY: Alfred A. Peterfeso *Alfred A. Peterfeso*
MM1(3/02) VALID AS OF: 10/31/05

ADDITIONAL INFORMATION

CHI-001203551-03 DATE (MM/DD/YY)
10/31/05

DUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101-1830 Attn: Renee' L. Butler 405245-UMB-CAS-05-06 CCEI y BoC-M	COMPANY E COMPANY F
INSURED Charter Communications Inc. Charter Investment Inc. 12405 Powerscourt Drive St. Louis, MO 63131-3674	COMPANY G COMPANY H

TEXT

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

C. Insurance Company of the State of Pennsylvania Policy Number 6610712 (AOS) Policy Number 6610714 (IN, MA, MI, NY, UT, VA)

Charter Communications, Inc.
 Named Insured Includes the Following Entities

Charter Investment, Inc., Charter Communications, Inc. and their:

- subsidiaries, associated, affiliated and inter-related companies;
- controlled or majority (more than 50%) owned partnerships, limited liability companies;
- interest only in (or its subsidiaries' interest in) any other partnerships or joint ventures or limited liability company;
- interest in (or its subsidiaries' interest in) any company or organization coming under its active management or control;
- any entity or party required to be insured under any contract or agreement which may now exist, may have previously existed, or may hereafter be created or acquired.

Marcus Cable Associates, L.L.C. Marcus Cable of Alabama, L.L.C. Marcus Cable - Corporate Marcus Cable Partners, L.L.C.	Robin Media Group, Inc. Tennessee, LLC Charter RMG, LLC
Renaissance Media LLC American Cable Entertainment Company, LLC Charter Communications Entertainment I, LLC	Charter Communications VI, LLC Falcon CC Michigan, LLC CC New England, LLC
Charter-Helicon, LLC Helicon Partners I, LP	CC VIII Operating, LLC Midwest Cable Communications, Inc. Cablevision of Michigan Bresnan Communications Fanch
Rifkin Acquisition Partners, LLC Interlink Communications Partners, LLC Cable Equities of Colorado, LLC	

...and any corporation or other business organization other than a joint venture in which the Named Insured shown in the declarations has or acquires during the policy period an ownership of more than 50% and which is domiciled within the United States of America, its territories or possessions, Puerto Rico or Canada.

Entity: Charter Communications Entertainment I, LLC d/b/a Charter Communications

The Franchising Authority is included as Additional Insured under the General Liability policy where required by written contract.

CERTIFICATE HOLDER

Boone County Attn: Boone County Commission Roger I. Wilson Government Center 801 E. Walnut, Room 245 Columbia, MO 65201	MARSH USA INC. BY Alfred A. Peterfeso <i>Alfred A. Peterfeso</i>
---	---



July 2, 2004

Boone County Commission
Roger I. Wilson Government Center
801 E. Walnut, Room 245
Columbia, MO 65201

RE: Boone County, Missouri Franchise - Internet Connections

Dear Commissioners:

As part of the renewal in the County of Boone, Missouri ("County"), Falcon Telecable, a California Limited Partnership d/b/a Charter Communications ("Charter") agrees that within ninety (90) days after passage of Charter's new franchise agreement with the County, Charter will provide, without charge, one (1) outlet of cable Internet access, including the necessary cable modem to each elementary and secondary (K-12) public, private and parochial school within two hundred (200) feet of Charter's plant, where cable modem service is provided.

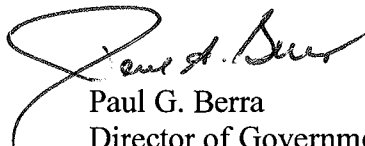
Charter shall also provide, without charge, up to four (4) outlets of cable Internet access, including the necessary cable modems, for the County at a government facility within two hundred (200) feet of Charter's plant, where cable modem service is provided. The County agrees that it will not internally network Grantee's connections to any other computer terminals without Charter's express authority.

Charter agrees to provide all such cable internet access and cable modems for the duration of its new franchise agreement executed concurrently with this agreement and that the requirements of Charter's obligations under this letter agreement may be enforced in the same manner as other terms and conditions of Charter's franchise with Boone County. Charter's obligations hereunder shall be binding upon any successor or assign of Charter, which may assume ownership of Charter's franchise with Boone County.

Consistent with discussions with County representatives during the franchise renewal deliberations, please execute the acknowledgement set forth below. Thank you very much for your consideration.

Very truly yours,

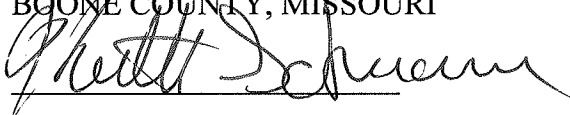
FALCON TELECABLE, A CALIFORNIA LIMITED PARTNERSHIP
d/b/a CHARTER COMMUNICATIONS



Paul G. Berra
Director of Government Affairs & Franchise Relations

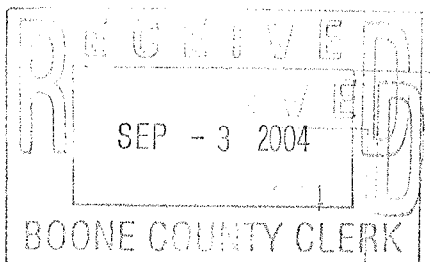
Acknowledged and Agreed by the County of Boone, Missouri this 22 day of
JULY, 2004.

BOONE COUNTY, MISSOURI



Its: PRESIDING COMMISSIONER
304-2004

From Approved
AD 7/20/07



Susan M. Flynn
Senior Paralegal
Government Relations
Direct Dial: 314-543-2404
Email: sflynn@chartercom.com

September 1, 2004

Ms. Wendy Noren, County Clerk
Boone County
801 East Walnut
Columbia, MO 65201

Re: Franchise Documents

Dear Ms. Noren:

I attach for your files, the following franchise-related documents:

- Fully executed original Franchise Agreement for Boone County granting a franchise to Falcon Telecable, a California Limited Partnership; and
- Certificate of Insurance No. CHI-001203551-01 naming Boone County as Certificate Holder and Additional Insured.

Charter Communications appreciates working with your community. If you have any questions or need additional information, please do not hesitate to call.

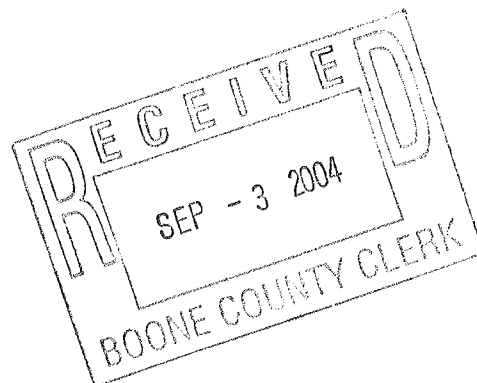
Sincerely,

A handwritten signature in cursive script, appearing to read 'Susan'.

Susan M. Flynn
Sr. Paralegal – Government Relations

Attachments

cc: Paul Berra



EFFECTIVE DATE: 9-5-04
EXPIRATION DATE: 9-4-19

COUNTY OF BOONE, MISSOURI

FRANCHISE AGREEMENT

July, 2004

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FRANCHISE AGREEMENT

This Franchise Agreement (this "Franchise") is between Boone County, Missouri, hereinafter referred to as "Franchising Authority" and Falcon Telecable, a California Limited Partnership d/b/a Charter Communications, hereinafter referred to as "Grantee."

The Franchising Authority, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction and operation of a cable system on the terms set forth herein.

SECTION 1

Definition of Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. "Basic Cable" is the lowest priced tier of service that includes the retransmission of local broadcast television signals.
- B. "Cable Act" means Title VI of the Communications Act of 1934, as amended.
- C. "Cable Services" shall mean (A) the one-way transmission to Subscribers of (i) video programming, or (ii) other programming service, and (B) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a Service Area.
- E. "FCC" means Federal Communications Commission, or successor governmental entity thereto.
- F. "Franchising Authority" means the County of Boone, Missouri or the lawful successor, transferee, or assignee thereof.
- G. "Grantee" means Falcon Telecable, a California Limited Partnership d/b/a Charter Communications, or the lawful successor, transferee, or assignee thereof.

- H. "Gross Revenues" mean all revenues received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area. "Gross Revenue" shall not, however, include: (1) any tax, fee or assessment of general applicability collected by the Grantee from the Subscriber for pass-through to a government agency, and (2) unrecovered bad debt.
- I. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- J. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.
- K. "Service Area" means all unincorporated areas of Boone County, Missouri, within a radius of five (5) miles outside the present or future city limits of Columbia, Missouri, a municipal corporation, within Boone County, Missouri; and any other unincorporated areas of Boone County as jointly determined by the Franchising Authority and Grantee.
- L. "Standard Installation" is defined as 150 feet from the nearest tap to the Subscriber's terminal.

SECTION 2
Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults,

manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

2.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinances or regulations to the extent that the provisions of any such ordinances or regulations do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Grantee reserves the right to challenge provisions of any ordinance which conflict with its contractual rights pursuant to this franchise either now or in the future. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

2.3 Equal Protection. It is the parties intent that in the Franchising Authority's grant of franchises subsequent to the effective date of this agreement, in order that one operator not be granted an unfair competitive advantage over another the following standards shall apply to any grant of authority to use the County's Public Rights of Way by the Franchising Authority. The Franchising Authority agrees that it shall not authorize or permit any Person to enter into the Franchising Authority's Public Ways or renew it authorization to enter into the Franchising Authority's Public Ways for the purpose of constructing, reconstructing or operating a Cable System or providing Cable Service to any part of the Service Area on terms or conditions (such as but not limited to, the length of the term of the franchise, the franchise fee, access obligations, required extensions service, service to public buildings and construction and upgrade commitments) which are more favorable or less burdensome to such Person than those applied to the Grantee pursuant to this Franchise.

In the event that Grantee reasonably believes that any such future grant or authorization by the Franchising Authority is on terms and conditions more favorable or less burdensome to such Person, Grantee shall have the option to adopt such more favorable or less burdensome terms and conditions for inclusion in this Franchise Agreement. If Grantee does not adopt such terms and conditions Grantee may give the Franchising Authority written notice of its alleged violation of this section with a detailed statement of the reasons serving as a basis for the alleged violation and requesting a meeting or hearing with the Franchising Authority. Upon receipt of such notice, the Franchising Authority and the Grantee shall meet within (15) business days and confer with respect to the alleged violation in an attempt to resolve the matter. If the Franchising Authority and Grantee are unable to resolve the matter within thirty (30) days of the Franchising Authority's receipt of Grantee's notice, or such longer time as the parties mutually agree upon in writing. If the Franchising Authority and Grantee are unable to resolve the matter of the alleged violation, then in addition to Grantee's option as set forth above, the parties agree that the sole remedy for enforcement of the provisions of this paragraph shall be to seek a declaratory judgment and any other equitable relief deemed appropriate in the Circuit Court of Boone County, Missouri, the general object and nature of which is to determine whether a violation of the provisions of this paragraph has or will occur and if such violation has or will occur, to compel compliance with the provisions of this paragraph. Any judgment shall be subject to appeal as provided by law and each party shall bear and pay their own costs and attorney's fees.

2.4 Term. The Franchise granted hereunder shall be for an initial term of fifteen (15) years commencing on the effective date of the Franchise as set forth below, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 3 **Standards of Service**

3.1 Conditions of Street Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance. Grantee's restoration shall be guaranteed for one (1) year or as otherwise required by the Franchising Authority's generally applicable regulations governing utility use of Boone County right of ways.

3.3 Relocation at Request of the Franchising Authority. Upon its receipt of reasonable advance notice, not to be less than five (5) business days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority; but, the Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any Person using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall make application for such funds on behalf of the Grantee.

3.4 Relocation at Request of Third Party. The Grantee shall, on the request of any Person holding a building moving permit issued by the Franchising Authority, temporarily raise or lower its wires to permit the moving of such building, provided: (a) the expense of such temporary raising or lowering of wires is paid by said Person, including, if required by the Grantee, making such payment in advance; and (b) the Grantee is given not less than 10 business days advance written notice to arrange for such temporary wire changes.

3.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth in order to access and maintain the Cable System.

3.6 Safety Requirements. Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in

substantial accordance with applicable FCC or other federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Service Area.

3.7 Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

3.8 Property Rights. The Franchising Authority does not warrant title or make any representations concerning the status of its title or possessory interest or other interests in its Public Ways.

3.9 Required Extensions of the Cable System. Whenever the Grantee receives a request for Cable Service from a Subscriber in a contiguous unserved area where there are at least 15 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscriber(s) at no cost to said Subscriber(s) for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.10 Subscriber Charges for Extensions of Service. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a Subscriber's request to locate his cable drop underground, existence of more than 150 feet of distance from distribution cable to connection of service to Subscribers, or a density of less than 15 residences per 1,320 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Subscribers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1,320 cable-bearing strand feet of its trunks or distribution cable, and whose denominator equals 15 residences. Subscribers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscriber shall also be responsible for any Standard/Non-standard installation charges to extend the Cable System from the tap to the residence.

3.11 Service to Public Buildings.

A. The Grantee, within sixty (60) days after the effective date of this Franchise, shall provide without charge, one outlet of Basic and Expanded Basic Cable Service to the County Release Center and the North Maintenance Building. The Grantee shall provide without charge, one outlet of Basic and Expanded Basic Cable Service to the South Public Works Facility by no later than November 1, 2004 and to the Juvenile Justice Department (Center) by no later than April 1, 2005.

B. The Grantee shall also provide Standard Installation and one outlet of Basic and Expanded Basic Cable Service to administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public, private, and parochial school(s) accredited by the State of Missouri, that are passed by its Cable System. The Grantee shall not be required to provide an outlet to such buildings that are beyond two hundred (200) feet of its Cable System unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation.

C. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this Section with respect to administrative buildings owned by the Franchising Authority. If additional outlets of Basic and Expanded Basic Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

3.12 Emergency Use. If the Grantee provides an Emergency Alert System ("EAS"), then the Franchising Authority shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Grantee, its employees, officers and assigns harmless from any claims arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

3.13 Customer Service Obligations. The Grantee shall adhere to all general operating requirements as set by the provisions of FCC Regulations Part 76, subpart H, Section 76.309, or as amended from time to time.

3.14 Government Access Obligations. Grantee agrees to provide one (1) channel for Government Access, which may be used for the cablecast of Boone County Commission meetings or public meetings or hearings authorized by the Boone County Commission for

County governmental purposes. The channel location for such Government Access cablecasting will be designated by Grantee. The Grantee further agrees that the cablecasts of Boone County Commission meetings shall be replayed twice subsequent to each such cablecast.

3.15 Interconnection. Grantee shall interconnect within sixty (60) days of the effective date of this Franchise with other Cable Systems adjacent to the Service Area for the purposes of cablecasting Government Access and other PEG programming to Grantee subscribers to the same extent as such access programming is provided to subscribers by other adjacent Cable Systems. Nothing in this subsection should be construed as requiring the Grantee to either increase the number of PEG channels or interconnect the Government Access programming with an overbuilder in the County.

SECTION 4
Regulation by the Franchising Authority

4.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee equal to five percent (5%) of Gross Revenues as defined in Section 1.1 of this Franchise. For the purpose of this Section, the 12-month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year, unless otherwise agreed to in writing by the Franchising Authority and the Grantee. The franchise fee payment shall be due and payable 45 days after the close of each calendar quarter. Each payment shall be accompanied by a brief report from a representative of the Grantee showing the basis for the computation.

B. **Limitation on Franchise Fee Actions.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.

4.2 Rates and Charges. The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by applicable law.

4.3 Rate Notification. The schedule of all rates charged by the Grantee to Subscribers in the Service Area shall be kept on file with the Franchising Authority at all times. Any adjustment in the rate schedule shall be filed by the Grantee to the Franchising Authority thirty (30) days prior to the effective date of the rate adjustment.

4.4 Renewal of Franchise.

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

B. In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as, the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such a preliminary assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this Section, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this Section to be consistent with the express provisions of Section 626 of the Cable Act.

4.5 Conditions of Sale.

A. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

B. The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, at the Grantee's request, which shall be made in its sole discretion, the Grantee shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. The Franchising Authority further agrees that during such a period of time, it shall authorize the Grantee to continue to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period of time greater than six months from the effective date of such revocation. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that the Grantee's continued operation of its Cable System during the six month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.6 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure

indebtedness. Within 30 days of receiving the request for transfer, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within 120 days after receiving such request, consent by the Franchising Authority shall be deemed given.

SECTION 5 **Books and Records**

The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review such of its books and records at a Grantee's office located in Missouri, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the Section of the Franchise, which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at said office of the Grantee, Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information, which it reasonably deems to be proprietary or confidential in nature and which is unrelated to factual information necessary to audit and verify Grantee's compliance with accurate payment of franchise fees payable to the Franchising Authority under this agreement. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

SECTION 6 **Insurance and Indemnification**

6.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of \$2,000,000 combined single limit for bodily injury, and property damage. The Franchising Authority shall be designated as an additional insured. Such insurance shall be noncancellable except upon 30 days prior written notice to the Franchising Authority. Upon request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage as required by this Section.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury

(including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within 10 days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 7 **Enforcement and Termination of Franchise**

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, or any agreement between the Franchising Authority and Grantee associated with this Franchise, it shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

7.2 The Grantee's Right to Cure or Respond. The Grantee shall have 30 days from receipt of the notice described in Section 7.1: (a) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within 30 days or the date projected pursuant to 7.2(c) above, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority which is scheduled at a time which is no less than five business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with an opportunity to be heard.

7.4 Enforcement. Except as otherwise specifically provided in this agreement and subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, determines that the Grantee is in default of any provision of the Franchise, or any agreement made between the Franchising Authority and the Grantee associated with this Franchise, the Franchising Authority may:

A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

B. Commence an action at law for monetary damages or seek other equitable relief;
or

C. In the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

1. The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have 90 days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response satisfactory from the Grantee; it may then seek termination of the Franchise at a public meeting. The Franchising Authority shall cause to be served upon the Grantee, at least 10 days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to request such termination.

2. At the designated meeting, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority "de novo" and to modify or reverse such decision as justice may require. Such appeal to the appropriate court must be taken within 60 days of the issuance of the determination of the Franchising Authority.

3. The Franchising Authority may, at its sole discretion, take any lawful action, which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.5 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise or local cable ordinance, which shall include but are not limited to the following:

- A. In instances or for matters where a violation or a breach by the Grantee of the Franchise or local cable ordinance was good faith error that resulted in no or minimal negative impact on the customers within the Service Area; or
- B. Where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise or local cable ordinance, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise or local cable ordinance.

7.6 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate and control.

This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

SECTION 8
Miscellaneous Provisions

8.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and Franchising Authority. The parties shall mutually agree to amendments to this Franchise in writing.

8.3 New Technology. It shall be the policy of the Franchising Authority to liberally amend this Franchise upon application by the Grantee, when necessary to enable the Grantee to take advantage of any developments in the field of transmission of video, audio, digital and data signals which will afford the Grantee with an opportunity to more effectively, efficiently and/or economically serve its Subscribers.

8.4 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party five business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid.

The notices or responses to the Franchising Authority shall be addressed as follows:

Boone County
801 East Walnut
Columbia, Missouri 65201
Attention: Presiding Commissioner

The notices or responses to the Grantee shall be addressed as follows:

Charter Communications
12405 Powerscourt Drive, 4th Floor – Outer MO
St. Louis, Missouri 63131
Attention: Vice President of Operations

With a copy to:

Charter Communications
12405 Powerscourt Drive, 4th Floor
St. Louis, Missouri 63131
Attention: Corporate Government Affairs

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other.

8.5 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.6 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

8.7 Effective Date. This Franchise shall be effective within forty-five (45) days after passage provided the Franchise is herein accepted by the Grantee. This Franchise may be extended by the mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Franchise Agreement on 22 JULY, 2004.

COUNTY OF BOONE, MISSOURI

By: [Signature]
Presiding Commissione

(Seal)

ATTEST:

[Signature]
COUNTY CLERK

Approved as to form

[Signature]
COUNTY COUNSELOR

FALCON TELECABLE, A CALIFORNIA LIMITED PARTNERSHIP
d/b/a CHARTER COMMUNICATIONS

By: [Signature]

Title: SVP

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CHI-001203551-01

PRODUCER

Marsh USA Inc.
800 Market Street, Suite 2600
St. Louis, MO 63101-2500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

405245-w/XS-CASUA-2004 CCEI y BoC-M

INSURED

Charter Communications Inc.
Charter Investment Inc.
12405 Powerscourt Drive
St. Louis, MO 63131-3674

COMPANIES AFFORDING COVERAGE

COMPANY

A AMERICAN HOME ASSURANCE CO (AIG)

COMPANY

B NATIONAL UNION FIRE INSURANCE CO OF PITTSBURGH

COMPANY

C INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

COMPANY

D

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 1

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	4806009	11/01/03	11/01/04	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 500,000
					MED EXP (Any one person)	\$ 10,000
						COMBINED SINGLE LIMIT
B A B A	AUTOMOBILE LIABILITY	6612626 (AOS)	11/01/03	11/01/04		
	<input checked="" type="checkbox"/> ANY AUTO	6612627 (MA)	11/01/03	11/01/04		
	<input type="checkbox"/> ALL OWNED AUTOS	6612628 (TX)	11/01/03	11/01/04	BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS	6612629 (VA)	11/01/03	11/01/04	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
B	EXCESS LIABILITY	BE2860619	03/01/04	11/01/04	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
C A C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2981472 (AOS), 2981474(OR)	11/01/03	11/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
		2981473 (CA)	11/01/03	11/01/04	EL EACH ACCIDENT	\$ 1,000,000
	<input checked="" type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	2981475 (IN,MA,MI,NY,UT,VA)	11/01/03	11/01/04	EL DISEASE-POLICY LIMIT	\$ 1,000,000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL	2981476 (WI)	11/01/03	11/01/04	EL DISEASE-EACH EMPLOYEE	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
(See reverse and/or attached for additional information)

CERTIFICATE HOLDER

Boone County
Attn: Boone County Commission
Roger I. Wilson Government Center
801 E. Walnut, Room 245
Columbia, MO 65201

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Alfred A. Peterfeso

MM1(3/02)

Alfred A. Peterfeso

VALID AS OF: 09/01/04

ADDITIONAL INFORMATION

CHI-001203551-01 DATE (MM/DD/YY) 09/01/04

PRODUCER Marsh USA Inc. 800 Market Street, Suite 2600 St. Louis, MO 63101-2500	COMPANIES AFFORDING COVERAGE	
	COMPANY E	
405245-w/XS-CASUA-2004 CCEI y BoC-M	COMPANY F	
INSURED Charter Communications Inc. Charter Investment Inc. 12405 Powerscourt Drive St. Louis, MO 63131-3674	COMPANY G	
	COMPANY H	

TEXT

Charter Communications, Inc.
 Named Insured Includes the Following Entities

Charter Investment, Inc., Charter Communications, Inc. and their:

- subsidiaries, associated, affiliated and inter-related companies;
- controlled or majority (more than 50%) owned partnerships, limited liability companies;
- interest only in (or its subsidiaries' interest in) any other partnerships or joint ventures or limited liability company;
- interest in (or its subsidiaries' interest in) any company or organization coming under its active management or control;
- any entity or party required to be insured under any contract or agreement which may now exist, may have previously existed, or may hereafter be created or acquired.

Marcus Cable Associates, L.L.C.
 Marcus Cable of Alabama, L.L.C.
 Marcus Cable - Corporate
 Marcus Cable Partners, L.L.C.

Robin Media Group, Inc.
 Tennessee, LLC
 Charter RMG, LLC

Renaissance Media LLC
 American Cable Entertainment Company, LLC

Charter Communications VI, LLC
 Falcon
 Charter Communications Michigan, LLC
 Charter Communications New England, LLC

Charter-Helicon, LLC
 Helicon Partners I, LP

CC VIII Operating, LLC
 Midwest Cable Communications, Inc.
 Cablevision of Michigan
 Bresnan Communications
 Fanch

Rifkin Acquisition Partners, LLC
 Interlink Communications Partners, LLC
 Cable Equities of Colorado, LLC

...and any corporation or other business organization other than a joint venture in which the Named Insured shown in the declarations has or acquires during the policy period an ownership of more than 50% and which is domiciled within the United States of America, its territories or possessions, Puerto Rico or Canada.

Entity: Charter Communications Entertainment I, LLC d/b/a Charter Communications

The Franchising Authority is included as Additional Insured under the General Liability policy where required by written contract.

CERTIFICATE HOLDER

Boone County
 Attn: Boone County Commission
 Roger I. Wilson Government Center
 801 E. Walnut, Room 245
 Columbia, MO 65201

MARSH USA INC. BY
 Alfred A. Peterfeso



MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CHI-001203551-02

PRODUCER

Marsh USA Inc.
800 Market Street, Suite 2600
St. Louis, MO 63101-2500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A AMERICAN HOME ASSURANCE CO (AIG)

COMPANY

B NATIONAL UNION FIRE INSURANCE CO OF PITTSBURGH

COMPANY

C INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

COMPANY

D

405245-WUMB-CASUA-04-05 CCEI y BoC-M

INSURED

Charter Communications Inc.
Charter Investment Inc.
12405 Powerscourt Drive
St. Louis, MO 63131-3674

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	5548742	11/01/04	11/01/05	GENERAL AGGREGATE	\$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000	
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000	
					FIRE DAMAGE (Any one fire)	\$ 500,000	
					MED EXP (Any one person)	\$ 10,000	
B A A	AUTOMOBILE LIABILITY	2030289 (AOS) 2030290 (MA) 2030291 (TX) 2030292 (VA)	11/01/04	11/01/05	COMBINED SINGLE LIMIT	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:		
					EACH ACCIDENT	\$	
					AGGREGATE	\$	
B	EXCESS LIABILITY	BE2860835	11/01/04	11/01/05	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 1,000,000	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$	
C A C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	5898943 (AOS) 5898946 (OR) 5898944 (CA) 5898945 (IN, MA, MI, NY, UT, VA) 5898947 (OH, WA, WI, WV)	11/01/04	11/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
	<input type="checkbox"/> THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE:				<input checked="" type="checkbox"/> INCL	EL EACH ACCIDENT	\$ 1,500,000
					<input type="checkbox"/> EXCL	EL DISEASE-POLICY LIMIT	\$ 1,500,000
						EL DISEASE-EACH EMPLOYEE	\$ 1,500,000
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
(See reverse and/or attached for additional information)

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CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Alfred A. Peterfeso

Alfred A. Peterfeso

MM1(3/02)

VALID AS OF: 10/30/04

304-2004

ADDITIONAL INFORMATION

CHI-001203551-02 DATE (MM/DD/YY) 10/30/04

<p>PRODUCER Marsh USA Inc. 800 Market Street, Suite 2600 St. Louis, MO 63101-2500</p>	<p>COMPANIES AFFORDING COVERAGE</p>
<p>405245-W/UMB-CASUA-04-05 CCEI y BoC-M</p> <p>INSURED Charter Communications Inc. Charter Investment Inc. 12405 Powerscourt Drive St. Louis, MO 63131-3674</p>	<p>COMPANY E</p> <p>COMPANY F</p> <p>COMPANY G</p> <p>COMPANY H</p>

TEXT

Charter Communications, Inc.
Named Insured Includes the Following Entities

Charter Investment, Inc., Charter Communications, Inc. and their:

- subsidiaries, associated, affiliated and inter-related companies;
- controlled or majority (more than 50%) owned partnerships, limited liability companies;
- interest only in (or its subsidiaries' interest in) any other partnerships or joint ventures or limited liability company;
- interest in (or its subsidiaries' interest in) any company or organization coming under its active management or control;
- any entity or party required to be insured under any contract or agreement which may now exist, may have previously existed, or may hereafter be created or acquired.

Marcus Cable Associates, L.L.C.
Marcus Cable of Alabama, L.L.C.
Marcus Cable - Corporate
Marcus Cable Partners, L.L.C.

Robin Media Group, Inc.
Tennessee, LLC
Charter RMG, LLC

Renaissance Media LLC
American Cable Entertainment Company, LLC

Charter Communications VI, LLC
Falcon
Charter Communications Michigan, LLC
Charter Communications New England, LLC

Charter Communications Entertainment I, LLC
Charter-Helicon, LLC
Helicon Partners I, LP

CC VIII Operating, LLC
Midwest Cable Communications, Inc.
Cablevision of Michigan
Bresnan Communications
Fanch

Rifkin Acquisition Partners, LLC
Interlink Communications Partners, LLC
Cable Equities of Colorado, LLC

...and any corporation or other business organization other than a joint venture in which the Named Insured shown in the declarations has or acquires during the policy period an ownership of more than 50% and which is domiciled within the United States of America, its territories or possessions, Puerto Rico or Canada.

Entity: Charter Communications Entertainment I, LLC d/b/a Charter Communications

The Franchising Authority is included as Additional Insured under the General Liability policy where required by written contract.

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MARSH USA INC. BY

Alfred A. Peterfeso

Alfred A. Peterfeso

Facsimile Transmittal Sheet



From: Renee Butler

To: Boone County

Phone:

Fax: 573 886 4300

Date: 30-Oct-04

Attention:

Time: 06:29 PM

Company:

Message:

The information contained in this facsimile message is confidential, may be privileged, and is intended for the use of the individual or entity named above. If you, the reader of this message, are not the intended recipient, the agent, or employee responsible for delivering this information to the intended recipient, you are expressly prohibited from copying, disseminating, distributing, or in any other way using any of the information contained in this facsimile message.

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