

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 12th day of November 20 09

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

Now on this day the County Commission of the County of Boone does hereby award bid 58-12OCT09 – Printer Toner Cartridges Term and Supply to Alpha Laser and Imaging of Evansville, Indiana. It is further ordered the Presiding Commissioner is hereby authorized to sign said Term and Supply contract.

Done this 12th day of November, 2009.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 5, 2009
RE: 58-12OCT09 – Printer Toner Cartridges Term and Supply

Bid 58-12OCT09 - Printer Toner Cartridges - Term and Supply closed on October 19, 2009. Fifteen bids were received. Purchasing and Information Technology recommend award to Alpha Laser and Imaging of Evansville, Indiana for offering the lowest bid (over the life of the contract) and best bid for Boone County.

Invoices will be paid from department 1170 – Information Technology, account number 23018 – Printer Supplies. \$72,500 was budgeted for 2009.

Attached is a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Aron Gish, IT
Bid File

Toner Manufacturer: Lexmark										
	Item Number	C5220KS Black	\$101.43	\$99.19	\$98.70	\$92.00	\$100.50	\$103.62	\$94.33	\$109.86
	Item Number	C5220CS Cyan	\$114.35	\$111.84	\$110.45	\$105.00	\$113.50	\$115.54	\$107.48	\$123.23
	Item Number	C5220MS Magenta	\$114.35	\$111.84	\$110.45	\$105.00	\$113.50	\$115.54	\$107.48	\$123.23
	Item Number	C5220YS Yellow	\$114.35	\$111.84	\$110.45	\$105.00	\$113.50	\$115.54	\$107.48	\$123.23
Photoconductor Kit Manufacturer: Lexmark										
	Item Number	C53034X	\$29.64	\$110.98	\$110.20	\$105.00	\$112.50	\$119.70	\$106.66	\$130.24
Printer: Lexmark C534dn # Of Printers = 2										
Toner Manufacturer: Lexmark										
	Item Number	C5240KH Black	\$152.87	\$149.50	\$145.90	\$138.00	\$151.50	\$157.78	\$142.19	\$166.45
	Item Number	C5340CS Cyan	\$177.25	\$150.00	\$167.80	\$138.00	\$175.75	\$177.22	\$187.22	\$196.35
	Item Number	C5340MX Magenta	\$177.25	\$150.00	\$167.80	\$138.00	\$175.75	\$177.22	\$166.62	\$196.35
	Item Number	C5340YX Yellow	\$177.25	\$150.00	\$167.80	\$138.00	\$175.75	\$177.22	\$166.62	\$196.35
Photoconductor Kit Manufacturer: Lexmark										
	Item Number	C53034X	\$29.64	\$110.98	\$110.30	\$105.00	\$112.50	\$121.04	\$106.66	\$127.49
Printer: Lexmark C543dn # Of Printers = 2										
Toner Manufacturer: Lexmark										
	Item Number	C540H1KG Black	\$60.47	\$59.14	\$60.25	\$54.00	\$60.00	\$61.79	\$56.84	\$67.52
	Item Number	C540H1YG Yellow	\$71.67	\$70.10	\$70.90	\$65.00	\$71.00	\$73.23	\$67.37	\$79.11
	Item Number	C540H1MG Magenta	\$71.67	\$70.10	\$70.90	\$65.00	\$71.00	\$73.23	\$67.37	\$79.11
	Item Number	C540H1CG Cyan	\$71.67	\$70.00	\$70.90	\$65.00	\$71.00	\$73.23	\$67.37	\$79.11
Waste Toner Bottle Manufacturer: Lexmark										
	Item Number	C540x71G	\$160.18	\$153.34	\$152.45	\$145.00	\$157.00	\$163.64	\$161.88	\$170.59
Printer: Lexmark C544dn # Of Printers = 1										
Toner Manufacturer: Lexmark										
	Item Number	C540H1KG Black	\$60.47	\$59.14	\$60.25	\$54.00	\$60.00	\$61.79	\$56.84	\$135.11
	Item Number	C540H1YG Yellow	\$71.67	\$70.10	\$70.90	\$65.00	\$71.00	\$73.23	\$67.37	\$135.43
	Item Number	C540H1MG Magenta	\$71.67	\$70.10	\$70.90	\$65.00	\$71.00	\$73.23	\$67.37	\$135.43
	Item Number	C540H1CG Cyan	\$71.67	\$70.10	\$70.90	\$65.00	\$71.00	\$73.23	\$67.37	\$135.43
Waste Toner Bottle Manufacturer: Lexmark										
	Item Number	C540x71G	\$160.18	\$153.34	\$152.45	\$148.00	\$157.00	\$163.64	\$161.88	\$170.59
Printer: Lexmark C720 # Of Printers = 1										
Toner Manufacturer: Lexmark										
	Item Number	15W0903 Black	\$138.79	\$127.08	\$125.00	\$119.00	\$129.00	\$143.32	\$135.71	\$150.02
	Item Number	15W0900 Cyan	\$207.24	\$189.76	\$183.65	\$179.00	\$192.00	\$203.37	\$202.62	\$221.57
	Item Number	15W0902 Yellow	\$207.24	\$189.76	\$183.65	\$179.00	\$192.00	\$203.37	\$202.62	\$221.57
	Item Number	15W0901 Magenta	\$207.24	\$189.76	\$183.65	\$179.00	\$192.00	\$203.37	\$202.62	\$221.57
Photoconductor Kit Manufacturer: Lexmark										
	Item Number	15W0904	\$173.96	\$159.28	\$155.85	\$150.00	\$163.00	\$179.64	\$171.89	\$186.79
Printer: Lexmark C920dtn # Of Printers = 1										
Toner Manufacturer: Lexmark										
	Item Number	C9202KH Black	\$216.07	\$211.32	\$206.00	\$185.00	\$214.20	\$230.47	\$200.98	\$238.22
	Item Number	C9202CH Cyan	\$316.07	\$309.13	\$298.95	\$275.00	\$313.20	\$333.41	\$333.41	\$346.17
	Item Number	C9202MH Magenta	\$316.07	\$309.13	\$298.95	\$275.00	\$313.20	\$333.41	\$297.09	\$346.17
	Item Number	C9202YH Yellow	\$316.07	\$309.13	\$298.95	\$275.00	\$313.20	\$333.41	\$297.09	\$346.17
	Item Number	12N0772 Color	\$183.97	\$179.92	\$175.60	\$172.00	\$182.50	\$202.91	\$172.92	\$210.34
	Item Number	12N0773 Black	\$54.34	\$54.09	\$54.40	\$50.00	\$54.50	\$58.59	\$56.72	\$210.34
Printer: Lexmark E280dn # Of Printers = 2										
Toner Manufacturer: Lexmark										
	Item Number	E250A11A	\$89.76	\$87.79	\$88.25	\$83.00	\$89.00	\$91.71	\$83.49	\$97.81
Printer: Lexmark E321 # Of Printers = 1										
Toner Manufacturer: Lexmark										
	Item Number	12A7405	\$128.92	\$123.40	\$121.75	\$112.00	\$125.00	\$128.19	\$117.36	\$138.82
Printer: Lexmark Optra R # Of Printers = 1										
Toner Manufacturer: Lexmark										
	Item Number	13B2150	\$199.99	\$332.07	\$320.70	\$299.00	\$336.50	\$339.76	\$315.82	\$383.98
Printer: Lexmark Optra 9620 # Of Printers = 2										
Toner Manufacturer: Lexmark										
	Item Number	13B2925	\$219.99	\$208.15	\$201.95	\$185.00	\$211.00	\$223.63	\$197.97	\$234.74
Printer: Lexmark T430dn # Of Printers = 3										
Toner Manufacturer: Lexmark										
	Item Number	12A8425	\$204.84	\$191.82	\$185.70	\$175.00	\$194.50	\$209.20	\$182.44	\$216.71
Maintenance Kit Manufacturer: Lexmark										
	Item Number	56P2333	\$349.99	\$412.00	\$381.00	\$379.00	\$360.50	\$402.26	\$362.39	\$378.73
Printer: Lexmark T520n # Of Printers = 13										
Toner Manufacturer: Lexmark										
	Item Number	12A6835	\$301.25	\$294.64	\$285.00	\$65.00	\$298.50	\$317.79	\$280.22	\$330.18

	Item Number	16W0904	\$205.80	\$162.50	\$155.92	\$163.00	\$175.69	\$179.17	\$156.50
Printer:	Lexmark C920dn	# Of Printers = 1							
Toner	Manufacturer: Lexmark								
	Item Number:	C9202KH Black	\$262.50	\$212.80	\$206.72	\$108.00	\$212.77	\$226.85	\$204.85
	Item Number:	C9202CH Cyan	\$389.33	\$308.00	\$297.50	\$301.00	\$311.70	\$331.85	\$297.70
	Item Number:	C9202MH Magenta	\$389.33	\$308.00	\$297.50	\$301.00	\$311.70	\$331.85	\$297.70
	Item Number:	C9202YH Yellow	\$389.33	\$308.00	\$297.50	\$301.00	\$311.70	\$331.85	\$297.70
	Item Number:	12N0772 Color	\$228.35	\$185.60	\$176.45	\$179.00	\$188.84	\$192.04	\$175.45
	Item Number:	12N0773 Black	\$66.16	\$57.00	\$52.26	\$56.00	\$56.45	\$201.88	\$51.85
Printer:	Lexmark E250dn	# Of Printers = 2							
Toner	Manufacturer: Lexmark								
	Item Number:	E250A11A	\$106.43	\$92.80	\$86.09	\$88.00	\$85.48	\$88.35	\$84.90
Printer:	Lexmark E321	# Of Printers = 1							
Toner	Manufacturer: Lexmark								
	Item Number:	12A7405	\$139.70	\$196.60	\$120.97	\$123.00	\$117.02	\$124.99	\$118.25
Printer:	Lexmark Optra R	# Of Printers = 1							
Toner	Manufacturer: Lexmark								
	Item Number:	1382150	\$403.62	\$332.00	\$322.58	\$329.00	\$361.51	\$335.95	\$317.70
Printer:	Lexmark Optra s1620	# Of Printers = 2							
Toner	Manufacturer: Lexmark								
	Item Number:	1382925	\$258.60	\$215.00	\$203.93	\$203.00	\$154.68	\$204.16	\$201.70
Printer:	Lexmark T430dn	# Of Printers = 35							
Toner	Manufacturer: Lexmark								
	Item Number:	12A8425	\$229.29	\$199.00	\$187.72	\$203.00	\$208.88	\$195.08	\$183.90
Maintenance Kit	Manufacturer: Lexmark								
	Item Number:	56P2333	\$450.00	\$440.00	\$355.67	\$351.00	\$371.28	\$358.56	\$377.30
Printer:	Lexmark T620n	# Of Printers = 13							
Toner	Manufacturer: Lexmark								
	Item Number:	12A6835	\$343.77	\$305.00	\$287.70	\$291.00	\$218.51	\$294.96	\$282.60
Printer:	Lexmark T630n	# Of Printers = 7							
Toner	Manufacturer: Lexmark								
	Item Number:	12A7462	\$359.65	\$320.00	\$298.22	\$305.00	\$229.15	\$313.95	\$295.45
Printer:	Lexmark T640n	# Of Printers = 6							
Toner	Manufacturer: Lexmark								
	Item Number:	64015HA	\$359.40	\$320.00	\$297.15	\$321.00	\$270.72	\$311.80	\$295.35
Printer:	Lexmark T650n	# Of Printers = 7							
Toner	Manufacturer: Lexmark								
	Item Number:	T650A11A	\$149.85	\$139.00	\$125.90	\$130.00	\$137.39	\$122.50	\$125.50
Printer:	Lexmark 4039-10plus	# Of Printers = 1							
Toner	Manufacturer: Lexmark								
	Item Number:	1382150	\$403.62	\$332.00	\$322.58	\$332.00	\$361.51	\$335.95	\$317.75
Printer:	Okidata Microline 380 Turbo	# Of Printers = 3							
Toner	Manufacturer: NuKote								
	Item Number:	BM249	\$10.00	N/A	NO BID	\$6.99	N/A	NO BID	\$8.70
Printer:	Xerox DocuPrint N2825	# Of Printers = 2							
Toner	Manufacturer: Xerox								
	Item Number:	113R00443	\$269.75	N/A	\$201.00	N/A	\$182.98	\$182.01	\$184.40
MAXIMUM PERCENTAGE INCREASE FOR EACH POTENTIAL RENEWAL PERIOD									
1st Renewal Period (January 01, 2010 through March 31, 2010)			10%	5%		3%	3%		5%
2nd Renewal Period (April 01, 2010 through June 30, 2010)			10%	5%		3%	3%		5%
3rd Renewal Period (July 01, 2010 through September 30, 2010)			10%	5%		3%	3%		5%
4th Renewal Period (October 01, 2010 through December 31, 2010)			10%	5%		3%	3%		5%
5th Renewal Period (January 01, 2011 through March 31, 2011)			10%	5%		5%	3%		5%
6th Renewal Period (April 01, 2011 through June 30, 2011)			10%	5%		5%	3%		5%
7th Renewal Period (July 01, 2011 through September 30, 2011)			10%	5%		5%	3%		5%
8th Renewal Period (October 01, 2011 through December 31, 2011)			10%	5%		5%	3%		5%
Minimum Discount For Cartridges Not Specified			0%	2%	25%	5%	0%		35%
Delivery After Receipt of Order (Days)			3	14-30	2	3	4		3
COOP			YES	NO		YES	YES		YES

**PURCHASE AGREEMENT
FOR
PRINTER TONER CARTRIDGES - TERM AND SUPPLY**

THIS AGREEMENT dated the 2nd day of November 2009 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Alpha Laser and Imaging** 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 **Printer Toner Cartridges Term and Supply**, County of Boone Request for Bid, bid number **58-12OCT09**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, the pricing clarification included with the bid response, as well as the Contractor's bid response dated October 15, 2009 and executed by Jason Althaus, 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, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on November 1, 2009 and extend through December 31, 2010 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) 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.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, 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 deliver the stocked items as specified and as requested by the County within one day as indicated in the bid response.

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

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

ALPHA LASER AND IMAGING

by [Signature]

title COO

address 1730 North Burkhardt Rd.
Evansville, IN 47715

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature]
Signature by cg

11/9/09
Date

1170/23018 Term/Supply
No Encumbrance Required
Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 09

County of Boone

In the County Commission of said county, on the

12th

day of November

20 09

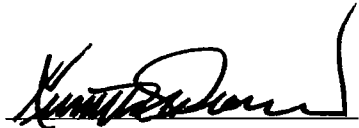
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the Parking Lot Lease and Right of First Refusal contract to begin on November 1, 2009 between Tom and Isabel Rife and Boone County. The terms of this lease agreement are specified in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said Lease and Right of First Refusal contract.

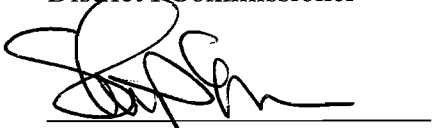
Done this 12th day of November, 2009.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PARKING LOT LEASE AND
RIGHT OF FIRST REFUSAL**

THIS PARKING LOT LEASE (the "Agreement" or "Lease") is entered into as of the 12 day of November, 2009, by and between TOM AND ISABEL RIFE, Landlord, and BOONE COUNTY, MISSOURI, by and through its County Commission, Tenant.

Recitals

WHEREAS, Landlord is the fee owner of property legally described as follows:

The South Forty-Two and One-half (42 ½) feet of Lot 355 and the North Thirty-Two and One-half (32 ½) feet of Lot 348 together with that part of the vacated alley lying between said lots, all in the original town, now City of Columbia, Boone County, Missouri.

Parcel Numbers: 16-320-00-17-003.00.01 and 16-320-00-17-046.00 01; and

WHEREAS, a picture depicting the contemplated parking lot is attached hereto and incorporated herein by reference; and

WHEREAS, Tenant is desirous of leasing the Property and Landlord is desirous of leasing the Property to Tenant for the purpose of operating a parking lot with fifteen (15) spaces in accordance with the terms and conditions of this Agreement.

Agreement

1. **Term.** The term of this Agreement will begin on November 1, 2009 (the "Commencement Date") and shall end on December 31, 2010 (the "Initial Term"). The lease shall thereafter automatically renew for four (4) additional, one-year periods, on the terms and conditions outlined herein, unless sooner terminated by written notice under the provisions herein.

2. **Rent.** Tenant agrees to pay Landlord the sum of Five Hundred Twenty-Five Dollars (\$525.00) per month rent during the Initial Term. The first rental payment shall be due after January 1, 2010 and before January 30, 2010, and thereafter monthly rent shall be due on the first of each month. For calendar years 2011 and beyond, on each January anniversary of the extension period, the monthly rent for the next twelve (12) months shall be increased, but not decreased, by the positive change in the Consumer Price Index, if any, as certified by the Missouri State Tax Commission for the immediately preceding calendar year. (For example, the CPI rate certified by the Missouri Tax Commission in 2010 shall be the increase amount for these lease purposes for the 2011 calendar year.) Said certified CPI rates can be found via the Missouri State Tax Commission's website, www.stc.mo.gov, under the "Certifications" tab. The only Consumer Price Index that will be used for this Lease is that rate certified by the Missouri State Tax Commission for the immediately preceding year. Notwithstanding the foregoing,

Tenant shall have the right to prepay the monthly rent contemplated herein on a semi-annual or annual basis if the same is more appropriate for Tenant's budgetary purposes.

3. **Permitted Uses.** The Property shall be used by Tenant only for purposes of a parking lot and for no other purpose without the Landlord's consent. Tenant shall have access to the parking lot for its exclusive use 24 hours a day / 7 days a week.

4. **Line Striping and Signage.** Tenant shall be entitled to stripe the subject parking lot so as to outline fifteen (15) spaces after the commencement of this Lease. Tenant will be permitted to, but is under no obligation to, re-stripe the lot as Tenant deems necessary during the term of this Lease. At the conclusion of the lease, any striping completed shall remain in "as-is" condition on the subject lot. Tenant is authorized to install such signage as appropriate to indicate that the parking lot is restricted to Tenant's use, provided Tenant shall remove said signage at the conclusion of the Lease.

5. **Snow clearing.** Tenant shall keep the subject lot free of accumulated snow on a level consistent with that level of clearing service performed by Tenant on other downtown lots that Tenant's employees use.

6. **Other expenses.** Other expenses relating to the subject property not outlined above shall be the Landlord's responsibility, including the payment of any real estate taxes.

7. **Events of Default.** The following events shall be deemed to be events of default under this Agreement:

(a) Tenant shall have failed to pay the rent provided for herein within twenty (20) days after the same is due and payable;

(b) Landlord or Tenant shall have failed to comply with any other provisions of this Lease and shall not cure such failure within thirty (30) days written notice of such noncompliance by one party to the other.

8. **Landlord's right to terminate.** Landlord shall have the right to terminate this Agreement as of December 31 of any given calendar year if Landlord desires to sell or otherwise change the use of the property. Landlord shall give Tenant no less than sixty (60) days notice of Landlord's intent to terminate this Lease as of December 31 of the subject year. In the event of a contemplated sale, Landlord shall comply with the Right of First Refusal provisions contained herein. Notwithstanding any termination of the Tenant's right of use, however, Landlord shall be prohibited from renting the subject property as a parking lot to anyone other than Tenant until the end of the Initial Term and all extensions contemplated herein, or through December 31, 2014.

9. **Tenant's right to terminate.** Tenant shall have the right to terminate this Agreement upon sixty (60) days written notice due to material breach of any term or condition of this agreement by Landlord or in the event that sufficient appropriations are not made available and budgeted for any calendar year.

10. **Tenant's right of first refusal to purchase the subject property.** In the event of a contemplated sale of the subject property, or any part thereof, by Landlord during the Initial Term or any renewal terms of this Lease as contemplated herein, Landlord agrees to give Tenant written notice at least sixty (60) days before the contemplated sale of the substance of the terms upon which the sale is proposed to be made (including a copy of the purchase and sale agreement, if any), which notice shall be sent by certified mail directed to the Tenant as set out herein, and thereupon for sixty (60) days from the date of mailing of that notice the Tenant shall have the right to purchase the premises on the terms and conditions proposed or such other terms and conditions as mutually agreed between Landlord and Tenant. If Tenant fails to exercise such option within the time aforesaid Landlord may enter into a binding contract on substantially the same terms as were provided to Tenant and this right of first refusal shall have no further force and effect; provided, however, that if the sale does not take place for any reason, or if the terms of sale are materially changed, the real estate must again be first offered to Tenant as provided herein. A transfer of the property in trust to secure a debt on the property shall not trigger this obligation.

11. **Notice to third parties.** Landlord agrees to execute any document prepared by Tenant, suitable for recording, that is designed to reasonably notify third parties of this Lease Agreement and the Right of First Refusal contemplated herein.

12. **Notices.** Any provision of notice called for herein shall be deemed given when a written notice is hand-delivered to the other party as set out herein, or in three (3) days after the same is placed in the U.S. Mail to the following addresses, as appropriate:

If to the Landlord:

Tom and Isabel Rife
3813 Cedar Lane
Columbia, MO 65201

If to the Tenant:

Boone County Commission
801 E. Walnut, Ste. 245
Columbia, Missouri 65201

With a copy to:

C.J. Dykhouse
Boone County Counselor
601 E. Walnut, Ste. 207
Columbia, Missouri 65201

13. **Miscellaneous.**

(a) The Agreement shall be interpreted according to and shall be governed by the laws of the State of Missouri.

(b) Any changes or modifications to this Agreement must be in writing and signed by the parties hereto. This Agreement supersedes any previous understandings or agreements between the parties relating to the Property.

(c) No delay or failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.

(d) Paragraph headings are for convenience only and in no way define or limit the scope and content of this Agreement.

(e) LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ONE PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

(f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SO AGREED.

LANDLORD:
Tom Rife
Tom Rife

Isabel Rife
Isabel Rife

TENANT:

**Boone County, Missouri
By and through its County Commission**

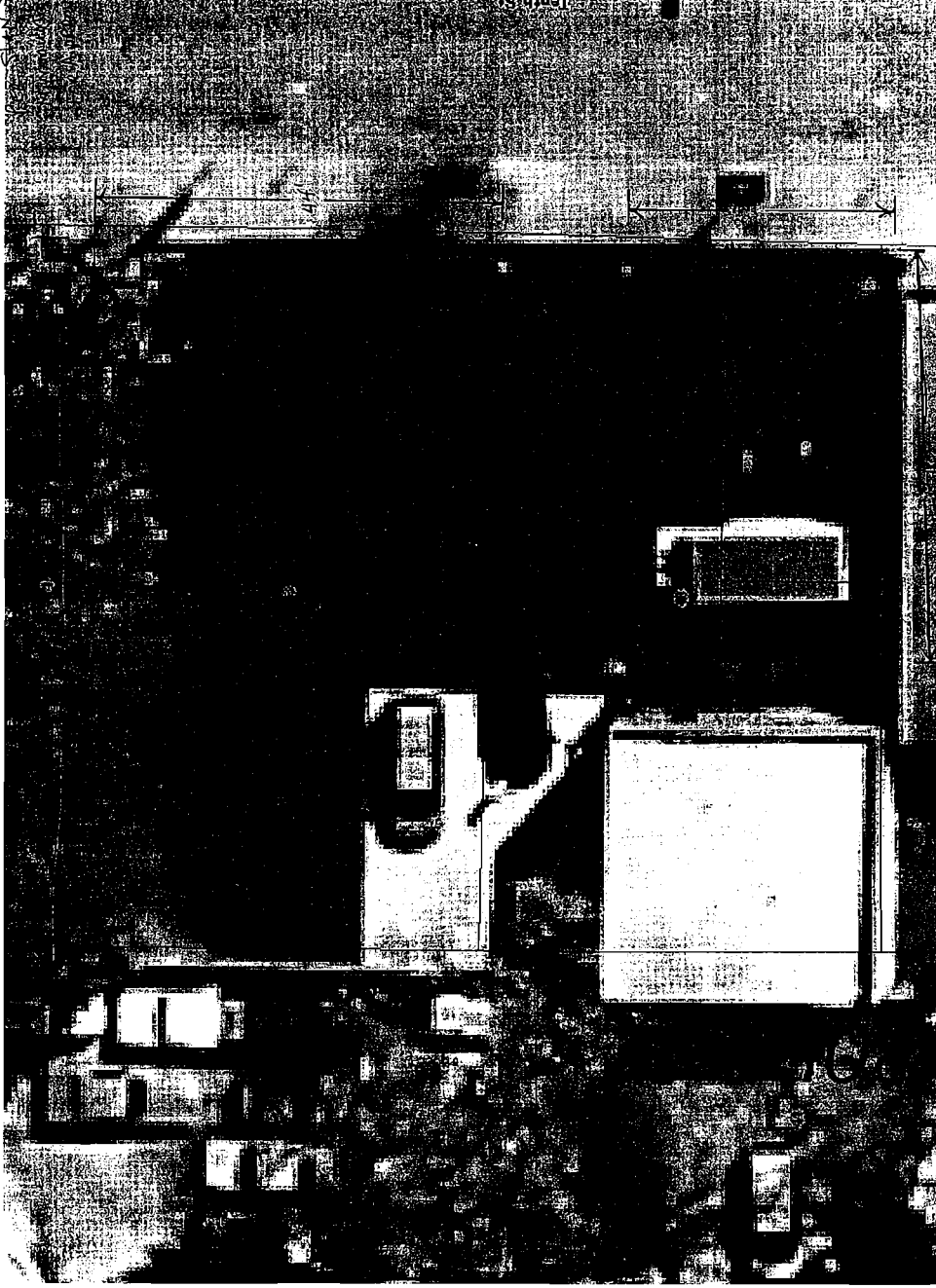
By: Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

Approved as to Legal Form:
C.J. Dykhouse
C.J. Dykhouse, County Counselor

Attest:
Wendy S. Noren
Wendy S. Noren, Boone County Clerk

Auditor Certification:
I hereby 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 appropriations sufficient to pay the costs arising from this contract.
June 24, 2010 11/5/09
Auditor 1190-59300 Date
FY2010 1st yr.

SHOWER
1' X 19'
50 SPACE



534-2009

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 12th day of November 20 09

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

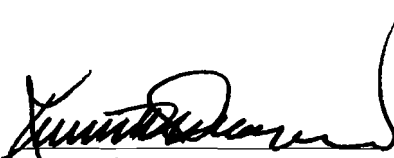
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to establish funds needed to cover 2009, 3rd & 4th Quarter Unemployment Expenses:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency	Emergency	19,000.00	
1192	10600	Employment Benefit	Unemployment Expenses		19,000.00

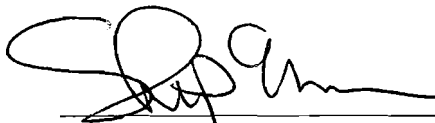
Done this 12th day of November, 2009.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

534-2009

11/12/09
EFFECTIVE DATE

RECEIVED

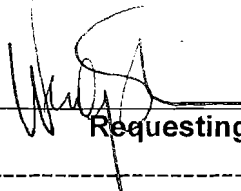
FOR AUDITORS USE
2009 84

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Transfer From	Transfer To	
										Decrease	Increase	
1	1	2	3	8	6	8	0	0	Emergency	Emergency	19,000 6939.00	
1	8	9	2	1	0	6	0	0	Employment Benefit	Unemployment Exp		19,000 6939.00

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): **Additional funding needed to cover 2009 Quarter 3 Unemployment Expenses.** *4th Quarter Estimate*

7,000 3rd Quarter
12,000 4th Quarter

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): **Unemployment expense varies from Quarter to Quarter. Amount budgeted for 2009 has been exhausted.**


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:

original FY2009 Budget = 20,000

I am using total projected of 40,000 for CY Projects, so this Budget Revision has been accounted for.


Auditor's Office

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

2009 Unemployment Expense

Prepared by Auditor's Office

<u>Department</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>	<u>Total</u>
1131 County Clerk	1,470.00	0.00	0.00		1,470.00
1150 Collector	882.90	1,912.95	941.34		3,737.19
1200 Public Administrator	0.00	0.00	1,963.34		1,963.34
1241 Juvenile Office	0.00	36.22	29.29		65.51
1242 Juvenile Justice Center	0.00	1,856.31	0.00		1,856.31
1243 Judicial Grants	2,637.60	2,260.80	0.00		4,898.40
1251 Sheriff	2,457.00	0.00	3,592.13		6,049.13
1255 Corrections	1,670.94	640.00	4,160.00		6,470.94
1262 PA Victim-Witness	0.00	0.00	412.00		412.00
TOTAL GENERAL FUND	<u>9,118.44</u>	<u>6,706.28</u>	<u>11,098.10</u>	<u>0.00</u>	<u>26,922.82</u>
2040 Public Works-Maintenance					0.00
2045 Public Works-Design & Construction	801.10	706.67	0.00		1,507.77
TOTAL PUBLIC WORKS	<u>801.10</u>	<u>706.67</u>	<u>0.00</u>	<u>0.00</u>	<u>1,507.77</u>
2904 Alternative Sentencing--LE Sales Tax					0.00
TOTAL LAW ENF SERVICES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
6100 Facilities & Grounds Maintenance					0.00
6101 Housekeeping					0.00
TOTAL FACILITIES & GROUNDS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL - ALL FUNDS	9,919.54	7,412.95	11,098.10	0.00	28,430.59
Plus: Interest/Penalties					0.00
TOTAL	<u>9,919.54</u>	<u>7,412.95</u>	<u>11,098.10</u>	<u>0.00</u>	<u>28,430.59</u>

2009 Emergency Fund
1123-86800

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	ORIGINAL BUDGET	AMOUNT USED	REMAINING BUDGET	DESCRIPTION
1/1/2009	Original budget			725,000		725,000	Original budget
1/22/2009	IV-D	1263	71100		(2,430)	722,570	Cover moving expenses, not re-budgeted
2/23/2009	Prosecuting Attorney	1264	10100, 10200, 10400, 91301, 91302			722,570	Establish budget for part-time temporary investigator Tabled
5/20/2009	Parks & Recreation	1610	60400		(23,266)	699,304	Cover costs of flood damage repair
9/16/2009	Public Administrator	1200	71000			699,304	Cover cost of bond on closed estate. Not needed
9/24/2009	Collector	1150	84400, 84500		(625)	698,679	Cover cost of delinquent property tax sale
9/25/2009	Indigent Burials/Cremations	1430	86615		(1,500)	697,179	Cover increased number of indigent cremations
10/16/2009	Parks & Recreation	1610	60400		(16,745)	680,434	Cover cost of flood damage repair
10/27/2009	Solid Waste Recycling	1360	71100		(4,749)	675,685	Cover increased cost of haul fees
10/28/2009	Victim Witness	1262	84700, 84800, 84600		(8,500)	667,185	Cover trial expenses for upcoming homicide trials
11/9/2009	Unemployment	1192	10600		(19,000)	648,185	Cover 3rd & 4th Qtr unemployment expense
			Total	<u>725,000</u>	<u>(76,815)</u>	<u>648,185</u>	