

499 -2012

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
12 } ea.
County of Boone }

October Session of the October Adjourned

Term. 20

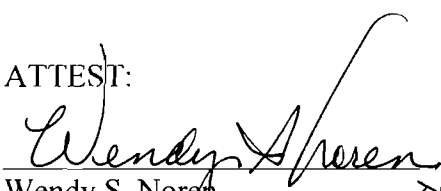
In the County Commission of said county, on the 16th day of October 20 12

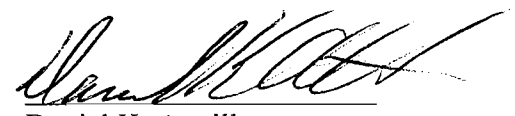
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 2280 E Alfalfa Dr, Parcel #12-415-20-03-040.00 01.

Done this 16th day of October, 2012.

ATTEST:

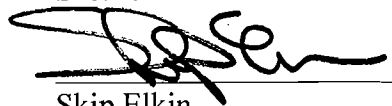

Wendy S. Noren *DKB*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

ASSENT

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone



ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	October Session
2280 E. Alfalfa Drive)	October Adjourned
Columbia, MO)	Term 2012
)	Commission Order No. <u>499</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 16th day of October 2012, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 2280 E. Alfalfa Drive, a/k/a parcel# 12-415-20-03-040.00 01, Section 20, Township 49, Range 12 as shown in deed book 2234 page 0752, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 6th day of September 2012 to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property


Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

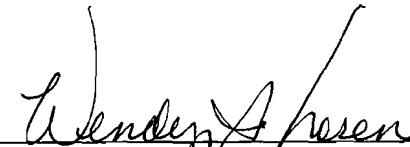
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission

ATTEST:



Presiding Commissioner



Boone County Clerk DKB

TAKEN 9-24-12 @ ~ 10:00 AM
2280 E. ALFALFA DRIVE

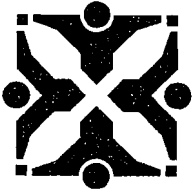


TAKEN 9-24-12 @ ~ 10:00 AM
2280 E. ALFALFA DRIVE



Mary B. Jeffers
2280 E. Alfalfa Drive
TIMELINE

- 8/29/12: citizen complaint received
- 8/31/12: initial inspection conducted
- 9/5/12: notice of violation sent to owner
- 9/6/12: owner signed for notice
- 9/24/12: 2nd inspection conducted - photographs of violations taken at ~ 10:00 am
- 10/2/12: hearing notice sent



HEARING NOTICE

Mary B. Jeffers
2280 E. Alfalfa Drive
Columbia, MO 65202

An inspection of the property you own located at 2280 E. Alfalfa Drive (parcel # 12-415-20-03-040.00 01) was conducted on August 31, 2012 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, October 16, 2012 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 02 day of October 2012 by DN.

File Edit Commands Help
SUNGARD PUBLIC SECTOR
 NavLine

5432
 Events
 Email log
 Reminders
 Work requests

Call Information
 Call ID: 5432 Status: Open Entity: City of Columbia
 Description:
 Comments
 2280 E. Alfafa Dr. Weeds overgrown at this hosue not mowed all summer

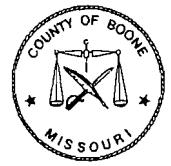
Call Details Call type: CE-County Nuisance Entry date/time: 08/29/2012 08:09:13 Entry user ID: Nichols, Denise M. - HL ASA Origin: Telephone Work group: Environmental Health	Contact information Contact ID: 154830 Contact name: Undefined Home phone: (573) 999-9999 Customer: Location: Service:
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Call Assignment/Notification Contact notification: Call back Notification date: Email updates: No Notification user: Forward to user: Vellema, Kristine - Health Ei	Close Information Close date/time: 00:00:00 Close user: Elapsed time: Action taken:
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8/31
 2280 Bullrush? (weeds)



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Mary B. Jeffers
2280 E. Alfalfa Drive
Columbia, MO 65202

An inspection of the property you own located at 2280 E. Alfalfa Drive (parcel # 12-415-20-03-040.00 01) was conducted on August 31, 2012 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature]

Kristine N. Vellema
Environmental Health Specialist

OCT 02 2012

This notice deposited in the U.S. Mail certified, return receipt requested on the 05 day of September 2012 by DV.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

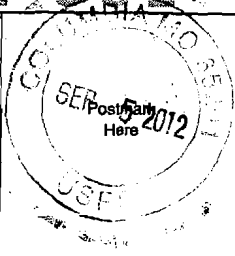
For more delivery information visit our website at www.usps.com®

OFFICIAL USE

7011 1150 0000 8664

KV
Env. Recpt

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	5.75



Mary B. Jeffers
 2280 E. Alfalfa Drive
 Columbia, MO 65202

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mary B. Jeffers
 2280 E. Alfalfa Drive
 Columbia, MO 65202

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
[Signature]

B. Received by (Printed Name) Agent Addressee
Mary B. Jeffers

C. Date of Delivery
9-6

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label) *KV*

7011 1150 0000 8664 6341

Parcel 12-415-20-03-040.00 01

Property Location 2280 E ALFALFA DR

City		Road	COUNTY ROAD DISTRICT (CO)	School	COLUMBIA (C1)
Library	BOONE COUNTY (L1)	Fire	BOONE COUNTY (F1)		

Owner JEFFERS MARY B
 Address 2280 E ALFALFA DR
 City, State Zip COLUMBIA, MO 65202

Subdivision Plat Book/Page 0034 0067
 Section/Township/Range 20 49 12

Legal Description WILLOW BROOK PLAT 2
 REPLAT LOT 40
 Lot Size 90.71 x 120
 Irregular shape Y

Deed Book/Page 2234 0752 1981 0771 1568 0443

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	19,800	109,400	129,200	RI	3,762	20,786	24,548
Totals	19,800	109,400	129,200	Totals	3,762	20,786	24,548

Most Recent Tax Bill(s)

Residence Description

Year Built 2000
 Use SINGLE FAMILY (101)

Basement	NONE (1)	Attic	NONE (1)
Bedrooms	2	Main Area	1,524
Full Bath	2	Finished Basement Area	0
Half Bath	0		
Total Rooms	5	Total Square Feet	1,524

www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

Boone County, Missouri
Unofficial Document

752



Recorded in Boone County, Missouri
Date and Time: 06/05/2003 at 09:33:49 AM
Instrument #: 2003022044 Book: 02234 Page: 0752
First Grantor JEFFERS, MARY B
First Grantee JEFFERS, MARY B
Instrument Type QTCL
Recording Fee \$26.00

Battle Johnson
Battle Johnson, Recorder of Deeds



QUIT-CLAIM DEED

THIS INDENTURE, Made and entered into this 30th of May, 2003, by and between **MARY B. JEFFERS, A Single Person and DONNA M. JEFFERS, A Single Person** parties of the first part, of Boone County, State of Missouri, grantor(s), and **MARY B. JEFFERS, A Single Person** party of the second part, of Boone County, State of Missouri, grantee(s).
Grantee's mailing address is: 2280 E. Alfalfa Columbia, MO 65202

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents Remuse, Release and forever Quit Claim unto the said party or parties of the second part the following WITNESSETH, that the said party or parties of the first part, for and in consideration of the described Real Estate, situated in the County of Boone, and State of Missouri, to wit:

Lot Forty (40) of WILLOW BROOK PLAT TWO (2) as shown by the plat of said subdivision as recorded in Plat Book 33, Page 53, Boone County, Missouri Records.

Property Address: 2280 E Alfalfa Drive Columbia, MO 65202
Parcel number (if known) 12-415-20-03-040 00

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part, and their heirs and assigns, FOREVER; so that neither the said party or parties of the first part, nor their heirs, nor any other person or persons for them or in their name-on behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

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

Mary B. Jeffers
MARY B. JEFFERS

Donna M. Jeffers
DONNA M. JEFFERS

Boone County, Missouri
Unofficial Document

753

STATE OF MISSOURI)

COUNTY OF Boone)^{ss}

On this 30 day of May, 20 03, before me personally appeared MARY B. JEFFERS, A Single Person and DONNA M. JEFFERS, A Single Person, to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that they executed same as their free act and deed

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

(SEAL)

Tracey Holden
Notary Public *Tracey Holden*

My term expires the 23 day of June, 20 03

TRACEY HOLDEN
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires June 23, 2003

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

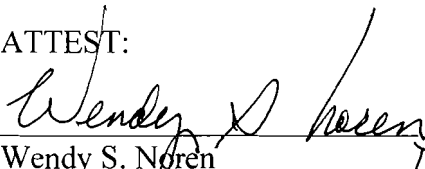
In the County Commission of said county, on the 16th day of October 20 12

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

Now on this day the County Commission of the County of Boone does hereby release a Certificate of Deposit from Bank of America in the amount of \$97,748.00. Said certificate was issued on behalf of Dubas LLC for stormwater improvements on land located at 99500 E Turner Farm Road, Columbia MO 65201. The work has been completed as required. The original Commission Order accepting the Certificate of Deposit is 474-2011.

Done this 16th day of October, 2012.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

ABSENT
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

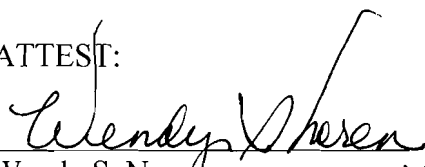
In the County Commission of said county, on the 16th day of October 20 12

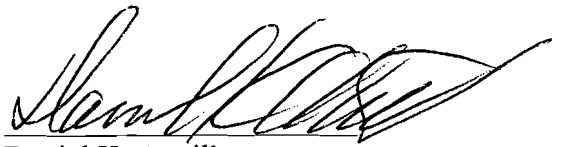
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Consultant Services Agreement S120298 for the Boone County Mo Ceremonial Courtroom with The Sextant Group, Inc.. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 16th day of October, 2012.

ATTEST:

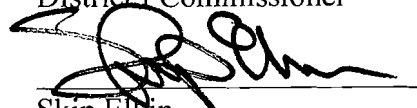

Wendy S. Noren *DKB*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

ABSENT

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

.....



Office of Court Administrator
Thirteenth Judicial Circuit Court
Boone County Courthouse
705 E. Walnut St.
Columbia, Missouri 65201

Kathy S. Lloyd
Court Administrator

Tel: (573) 886-4060
Fax: (573) 886-4070

MEMORANDUM

TO: C.J. Dykhouse
Legal Counsel

FROM: Kathy S. Lloyd, Court Administrator *KSL*
P.E.

DATE: September 13, 2012

REF: S120298 – Boone County MO Ceremonial Courtroom – Consultant Services Agreement

Attached, for your review, is the S120298 – Boone County MO Ceremonial Courtroom – Consultant Services Agreement.

Thanks,

KSL:pae

Attachment

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 16TH day of OCT, 2012, by and between **Boone County, Missouri**, a first class county and political subdivision of the State of Missouri through its County Commission, (herein "Owner") and **The Sextant Group, Inc.** (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Project Description** – See attached proposal dated July 30, 2012, from The Sextant Group, Inc., dated July 30, 2012, directed to Kathy Lloyd, Court Administrator. Said proposal is incorporated as if fully set forth herein.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner the professional services for the benefit of the Owner as set forth in the attached proposal. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing.

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered as follows:

- Program Verification: \$4,350.00
- RFP: \$5,700.00
- Estimated Expenses: \$1,200.00

Based on the foregoing, the **total contract not to exceed price shall be \$11,250.00**. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for

work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

THE SEXTANT GROUP, INC.

By Mark J Valenti

Title President & CEO

Dated: September 5, 2012

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: October 16, 2012

ATTEST:

Wendy S. Loren
County Clerk DKB

Auditor Certification:

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

Jane Pitchford by jg 10/12/12
Auditor acct # 4661-71231 Date

APPROVED AS TO FORM:

[Signature]
County Counselor



July 30, 2012

Ms. Kathy Lloyd
Court Administrator
13th Judicial Circuit Court
801 E. Walnut Street
Columbia, MO 65201

Re: 13th Judicial Circuit Court Ceremonial Courtroom
Proposal for Audiovisual Consulting Services s120298.00 Rev. 2

OMAHA
ATLANTA
COLUMBUS
NEW YORK
PHOENIX
PITTSBURGH
SAN FRANCISCO
SANTA BARBARA
WASHINGTON DC

Dear Kathy,

Thank you for inviting The Sextant Group to submit this proposal for audiovisual consulting services for the Ceremonial Courtroom of the 13th Judicial Circuit Court in Boone Country, MO.

It is our understanding that in 2008 the 13th Judicial Circuit Court courthouse underwent significant renovations and expansions of its facilities. During this time, the courthouse procured an infrastructure and audiovisual systems bid package. We understand that only the infrastructure portion of the bid package was installed in the Ceremonial Courtroom. We are responding to the courthouse's request for a review of the Ceremonial Courtroom's existing audiovisual infrastructure and systems design concept, as well as creating an audiovisual systems request for proposal.

This proposal is based on Matthew LeFeber's experience with the original renovation project in 2008 and his telephone discussions with you.

We propose design and consultation services for the following:

- ✦ **Audiovisual Systems**, including audio, video, display, conferencing, presentation, hearing assistance, and control systems. Our scope of work is limited to the Ceremonial Courtroom.

PROCESS: AUDIOVISUAL SYSTEMS

Program Verification

1. Meet with the Owner to ascertain the functional, aesthetic, sustainability and budgetary requirements of the Audiovisual Systems. This will be the first of two in-person meetings for the project.
2. Review existing audiovisual infrastructure and systems.
3. Submit a preliminary Audiovisual Program with a narrative description of the Ceremonial Courtroom, and an Opinion of Probable Cost for the installed system. The costs expressed are estimates for the equipment and labor necessary to achieve the planned functionality; the document does not identify specific component-level costs, manufacturers, makes or model numbers. The program is intended to be used as a decision-making tool for planning and budgeting purposes.
4. Meet with the Owner via telephone or web conference to review the Audiovisual Program.
5. Submit a final Audiovisual Program based on information provided at the meeting. The final document, upon acceptance by the Owner, will be used as a guideline for planning and design efforts as the project progresses.

THE SEXTANT GROUP INC.
AV + IT + SECURITY
ACOUSTICS + LIGHTING
5017 LEAVENWORTH STREET
SUITE 100
OMAHA NE 68106
402.932.6121
www.TheSextantGroup.com



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NEW YORK
OMAHA
PHOENIX
PITTSBURGH
SAN FRANCISCO
SANTA BARBARA
WASHINGTON DC

Audiovisual Systems RFP and Bidding

1. Prepare a Request for Proposal for audiovisual systems design/installation based on the approved Program. This RFP will be sufficient to receive design/build proposals from selected audiovisual integrators for complete engineering, fabrication, installation, testing, training, and warranty.
2. Participate via telephone or web conference in one pre-bid meeting with prospective bidders and provide answers to technical questions from bidders during the bidding process.
3. Review the RFP submittals and prepare analysis and recommendations for the Boone County Courthouse review.
4. Observe and report on the completed audiovisual systems and final documentation. Submit Punch List Report detailing results. This will be the second of two in-person meetings for the project.

SCOPE OF WORK ASSUMPTIONS

This scope of work is based on the following assumptions:

- ✦ We will adhere to the Owner standards and preferences as applicable.
- ✦ We expect to receive relevant architectural drawings, existing infrastructure plans and specifications, and existing audiovisual systems plans and specifications.
- ✦ Audiovisual systems bidding documents are expected to be completed by approximately September 2012, with the audiovisual systems installation being completed before the end of 2012.
- ✦ Our final bid package for the audiovisual systems will be submitted electronically plus one hard copy if needed. All audiovisual bid packages will be of sufficient detail to allow competitive bidding from specialty contractors. The Owner or others will duplicate, distribute, award and otherwise administrate all bids.
- ✦ The following services are *excluded* from our base scope of work: Audiovisual Systems Drawings and Specifications, Acoustics, Structured Cabling Systems, Voice/Data System electronics, Sound Masking Systems, Emergency Paging, Life Safety systems, Emergency Communications, Lighting Systems, Technical Millwork construction details, Audiovisual Control System Graphical User Interface layout/design, IPTV/TV Reception/Distribution head-end, Distributed Antenna System, and Intelligent Building systems. Many of these design elements are available as additional services.
- ✦ If additional services are required, we will offer those services under a separate fixed fee proposal, or on a time and materials basis, based on rates current at the time of the assignment.
- ✦ We reserve the right to withdraw this proposal after 90 days.



- ATLANTA
- COLUMBUS
- NEW YORK
- OMAHA
- PHOENIX
- PITTSBURGH
- SAN FRANCISCO
- SANTA BARBARA
- WASHINGTON DC

INVESTMENT

	Program Verification	Audiovisual Systems RFP	Labor Subtotal
Audiovisual Systems	\$ 4,350	\$ 5,700	\$ 10,050
Estimated Expenses			\$ 1,200
Grand Total			\$ 11,250

Payment terms are Net 30 days or per terms of the prime agreement. Reimbursable expenses will be invoiced at cost plus 10% or per the terms of the prime agreement.

If this is acceptable, please have an officer of the firm sign and date this proposal and return it to my attention, or submit similar contract instrument with this document as an attachment.

If you wish to discuss this further, please contact me at 402.932.6121 x341 or cpark@TheSextantGroup.com.

Thank you for your consideration, Kathy. We look forward to a highly successful project together.

Sincerely,
 THE SEXTANT GROUP, INC.

Craig Park, FSMPS, Assoc. AIA
 Principal

Accepted by: _____

 Print name Date

SEP 13 2012



TRANSMITTAL

SENT VIA: REGULAR MAIL OVERNIGHT MESSENGER
 HAND DELIVERY DIGITAL DELIVERY FAX

PITTSBURGH
 ATLANTA
 NEW YORK
 OMAHA
 PHOENIX
 SAN FRANCISCO
 SANTA BARBARA
 WASHINGTON DC

TO: **ATTN: Kathy S. Lloyd**
Boone County Courthouse
705 E. Walnut
Columbia MO 65201-4487
573-886-4060

FROM: **Matt LeFeber**

CC:

DATE: **September 6, 2012**

RE: **S120298 – Boone County MO Ceremonial Courtroom**

FOLLOWING IS: ATTACHED SENT UNDER SEPERATE COVER
 ENCLOSED OTHER

COPIES	DESCRIPTION
1	Consultant Services Agreement

REQUIRED ACTION: FOR YOUR USE FOR YOUR APPROVAL
 AS REQUESTED FOR REVIEW AND COMMENT

REMARKS:

THE SEXTANT GROUP INC.
 AV + IT + SECURITY
 ACOUSTICS + LIGHTING
 700 WATERFRONT DRIVE
 SUITE 200
 PITTSBURGH PA 15222
 412.323.8580
www.TheSextantGroup.com

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 16th day of October 20 12

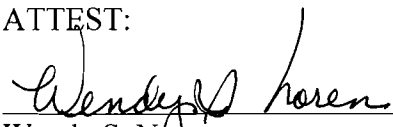
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish a budget for a one time Hospital Lease payment (\$1m), to be allocated as follows: 1)\$500K to Airport Revenue Guarantee Contract; 2) \$250K transferred to Road and Bridge Fund for Route Z/St Charles Rd.; 3)\$250K set aside for future capital project(s).

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1190	3823	Non-Departmental	Hospital Lease		1,000,000
1190	83919	Non-Departmental	Transfer out to Cap Project Fund		250,000
1190	83918	Non-Departmental	Transfer out to Rd & Bridge Fund		250,000
1510	84200	Economic Support	Other Contracts		500,000
4050	3913	Gen Capital Fund	Transfer from General Fund		250,000
2049	3913	Road & Bridge Fund	Transfer from General Fund		250,000

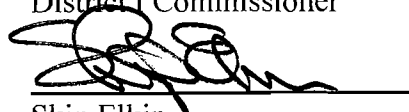
Done this 16th of October, 2012.

ATTEST:


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


Daniel K. Atwill
Presiding Commissioner

ABSENT
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

.....
Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

10/16/12

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1190	3823	Non-Departmental	Hospital Lease		1,000,000
1190	83919	Non-Departmental	Transfer Out to Cap Project Fund		250,000
1190	83918	Non-Departmental	Transfer Out to Rd. & Bridge Fund		250,000
1510	84200	Economic Support	Other Contracts		500,000
4050	3913	General Capital Fund	Transfer from General Fund		250,000
2049	3913	Road & Bridge Fund	Transfer from General Fund		250,000
				-	2,500,000

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

To increase General Fund revenue for one-time Hospital Lease payment (\$1m), to be allocated as follows: 1) \$500K to Airport Revenue Guarantee contract (General Fund- Economic Development); 2) \$250K transferred to Road and Bridge Fund for Route Z/St. Charles Rd.; 3) \$250K set aside for future capital project(s).

Commission
_____ **Requesting Official**

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached N/A Agenda
- A fund-solvency schedule is attached. N/A
- Comments: *CY Projected Actual amts. have been updated in all FY 2013 Budget Files.*

JP _____
CJ **Auditor's Office** *EG*

_____ **PRESIDING COMMISSIONER**

ABSENT

_____ **DISTRICT I COMMISSIONER**

Rosen

_____ **DISTRICT II COMMISSIONER**

BUDGET AMENDMENT PROCEDURES

County Clerk schedules the Budget Amendment for a first reading on the Commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.

At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days prior notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**

The Budget Amendment may not be approved prior to the Public Hearing.



CHARLES J. DYKHOUSE
BOONE COUNTY COUNSELOR
801 E. WALNUT, SUITE 211
COLUMBIA, MISSOURI 65201
TELEPHONE (573) 886-4414
FAX (573) 886-4413

July 31, 2012

Nicole Galloway
Boone County Treasurer
801 E. Walnut, Room 205
Columbia, MO 65201

RE: Boone County Hospital Lease
One-Million Dollar Community Benefit Payment

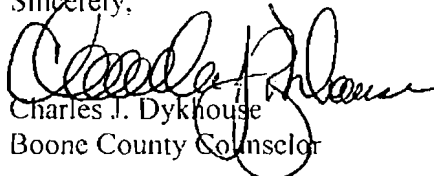
Dear Nicole:

Enclosed please find a check payable to Boone County in the amount of One-Million Dollar (\$1,000,000.00). This represents the one-time Community Benefit Payment to the County that we were able to negotiate in connection with the most recent amendment to the Boone County Hospital Lease, a copy of which is attached for your convenient reference.

I understand that the County Commission plans to appropriate Five-Hundred Thousand Dollars (\$500,000.00) from these funds to support the City of Columbia's revenue guarantee effort at the Columbia Regional Airport.

If there are any questions or concerns in connection with this payment, please do not hesitate to contact me. I appreciate your assistance.

Sincerely,


Charles J. Dykhouse
Boone County Counselor

Enclosure

cc: June Pitchford, Boone County Auditor (w/enclosures)

Per Jason 7-31-12
email
1190 - 3823

BJC HealthCare

BJC HEALTHCARE
 PH: 314-362-1689 MS: 90-68-100
 4353 CLAYTON AVENUE, RM. 166
 ST. LOUIS, MO 63110-1621

U.S. BANK
 MIAMISBURG, OH

4000099873

56-503/422

Date: 07/30/2012

***\$1,000,000.00

AMOUNT PAID

VOID AFTER 90 DAYS

PAY *****ONE MILLION AND XX / 100 DOLLAR*****

TO THE BOONE COUNTY
 ORDER OF C/O CJ DYKHOUSE, BOONE COUNTY COUNSEL
 801 EAST WALNUT, SUITE 211
 COLUMBLA, MO 65201



AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT HAS BEEN PRINTED IN WHITE INK IN MULTIPLE POSITIONS - HOLD AT AN ANGLE TO VIEW AND/OR USE A 3X MAGNIFYING GLASS

⑈4000099873⑈ ⑆042205038⑆ 130111674060⑈

BJC HealthCare

BJC HEALTHCARE
 PH: 314-362-1689 MS: 90-68-100
 4353 CLAYTON AVENUE, RM. 166
 ST. LOUIS, MO 63110-1621

BJC OFFERS PAYMENT OTHER THAN BY TRADITIONAL CHECK. CHOOSE SAFE/FAST/
 ENVIRONMENTALLY FRIENDLY PAYMENT METHODS. FOR INFO ABOUT CREDIT CARD OR DIRECT
 DEPOSIT EMAIL ACCOUNTSPAYABLE@BJC.ORG SUBJECT LINE "PAYMENT INFO"

APBU: 801AP Check Date: 07/30/2012 Vendor Number: 0000017250 Check No. 4000099873

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Paid Amount
7127112	07/27/2012	00499787	1,000,000.00	0.00	1,000,000.00
RETURN TO PHIL CAVORETTO IN AP					
Check Number	Date	Total Gross Amount	Total Discount	Total Paid Amount	
4000099873	07/30/2012	\$1,000,000.00	\$0.00	\$1,000,000.00	

CL

SECOND

AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE AGREEMENT is entered into as of May 17th 2012 and amends that certain Amended and Restated Lease which was effective as of the first day of January, 2001 (the "Lease"), by the Board of Trustees of Boone County Hospital, a county hospital organized pursuant to Chapter 205 RSMo. ("Lessor") and CH Allied Services, Inc., a Missouri not-for-profit corporation ("Lessee").

WITNESSETH:

WHEREAS, Boone County ("County") and/or Lessor is the owner of certain improved real property and equipment located principally at 1600 E. Broadway, Columbia, Missouri, said improvement being an acute care general hospital known as Boone Hospital Center (the "Hospital");

WHEREAS, pursuant to Missouri law, Lessor possesses the authority to govern and operate the Hospital and to lease the Hospital and all equipment and to therefore act as lessor of substantially all the real property and equipment of the Hospital, subject to the County's approval;

WHEREAS, pursuant to that certain Amended and Restated Lease Agreement, effective as of January 1, 2001, between Lessor and Lessee, Lessor leased said real property and equipment to Lessee (the "Lease");

WHEREAS, the parties entered into a prior Amendment to the Lease, dated December 27, 2006, and in the prior Amendment the parties established December 31, 2015 as the expiration date; and

WHEREAS, the parties wish to further extend the term of the Lease;

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **CAPITALIZED TERMS.** All capitalized words not otherwise herein defined shall have the meanings set forth in the Lease.

2. Paragraph 2(A) of the Lease is amended to read as follows:

2.(A) Term; Renewal. (i) The initial term ("Initial Term") of this Lease shall begin on January 1, 2001 (the "Commencement Date") and shall expire on December 31, 2010, subject to earlier termination pursuant to Section 3 hereof. For purposes of this Lease, references to the termination of this Lease shall include an expiration of this Lease by its terms.

(ii) The Lease Term is hereby extended further through December 31, 2020, subject to earlier termination only pursuant to Section 3.(A)(ii)-(iv) inclusive, and 3.(B), but not Section 3.(A)(i), which is hereby deleted.

(iii) Between December 1 and December 31, 2018, both Lessor and Lessee shall have the option to terminate the Lease, effective as of December 31, 2020, by giving written notice to the other party. If neither party provides such notice, the Lease Term will extend an additional five (5) years, through December 31, 2025. The Lease will then continue to be extended in five (5) year increments, and for each such extension, including the extension through 2025, either party shall have the option to terminate as of the end of such extension, by giving a similar two-year notice (i.e., between December 1 and December 31 of the year that is two (2) years prior to the end of the then-current term), to provide a full two-year notice of termination. The parties acknowledge and agree that the document attached hereto as Exhibit I sets forth the benchmarks agreed to in Exhibit H to the 2001 Lease and supersedes the current Schedule H.

3. (i) In the event either party gives a termination notice under revised Section 2.(A)(iii) above, then for the remaining term of the Lease, Lessee shall not increase the level of Information Technology ("IT") capital expenditures for the benefit of BHCF beyond that expended or projected in the prior calendar year, except as appropriate in the ordinary course of business. If Lessee believes an increase in IT expenditures is necessary to ensure quality of care or patient safety, Lessee shall propose such increase to Lessor, for approval (and inclusion of the expenditure under the Lease terms). If Lessor rejects the request, Lessor shall hold Lessee harmless from any claims, damages, or expenses resulting from the failure to make such expenditure, in accordance with the terms of Section 19.(B) of the Lease, to the extent permitted by law.

(ii) During the time between such termination notice and the end of the Lease Term, Lessee and BJC HealthCare will use commercially reasonable efforts, consistent with the capacity of its systems, to assist in transitioning BHCF to its new operator when identified by Lessor to assure equivalent functionality and to assure that all required data is transferred to the new operator to permit continued operations at BHCF without material interruption or loss of function. Without limiting the generality of the foregoing, BJC HealthCare will cooperate with the new operator to facilitate the migration of all data and related IT search and support functions so as to permit an independent third party to obtain searchable access or migration or duplication of data with respect to: (i) the medical records of patients treated at BHCF (consistent with receipt of any required patient consents); (ii) the relevant employment records of staff at BHCF (consistent with any required employee consents); (iii) the credentialing files of BHCF medical staff; (iv) vendor data and (v) other data used in clinical and administrative operations of BHCF, to enable such third party to use, search and access same in a substantially equivalent manner as it was operated by Lessee. If any action, omission or negligence by such third party results in a breach of patient confidentiality, violation of state or federal law, or claim against Lessee, Lessor shall hold Lessee harmless from any claims, damages or expenses resulting from such events, in accordance with the terms of Section 19.(B) of the Lease, to the extent permitted by law. Lessor shall require the Third Party to be responsible for any such claims, damages or expenses and to indemnify (or maintain reasonable insurance naming Lessor

and Lessee as additional insureds) both Lessor and Lessee from and against those claims, damages and expenses relating to acts or omissions of such Third Party. BJC Healthcare will not charge a license fee for continued use of software acquired with BCHF funds except amounts required to be paid to a third party vendor. At Lessor's option, Lessee or BJC (as the case may be) shall also make available to Lessor for a period of up to two (2) years after termination of the Lease all IT services, programs, personnel, or functions which were relocated or outsourced from BCHF to BJC (or a BJC affiliate) during the Lease for a charge or payment equal to the amount which would have been charged to BCHF but for the termination of the Lease for the periods and programs requested (and including any direct expenses resulting from the providing of such services, programs, personnel or functions. In the event the information and communications systems of the new operator and BCHF are not compatible to enable an efficient migration of data, BJC will agree to run parallel and permit communications access for any systems necessary to enable BCHF to continue with the same functionality for a period not to exceed two (2) years after termination of the Lease.

4. (i) Section 5 of the Lease ("Capital Expenditure Commitment") is revised to modify Clause (i) of the third sentence to read as follows:

(i) capital expenditure dollars will be counted in the year they are recorded in accordance with the Hospital audited financial statements, "Statement of Cash Flows," subject to section (ii) below; and capital expenditures for BJC system capital initiatives (e.g., system-wide data center, IMPPACT and other IT systems) will be counted in and allocated to the Capital Expenditure Requirement on a pro-rated basis, consistent with BJC's allocations to its other hospitals, whether or not the assets are recorded on the books of the Hospital. Any such BJC system capital initiatives that represent an "outsourcing" or relocation of services from Boone County also must comply with the applicable requirements of Section 6.(C) and 6.(E)(i and ii) of the Lease. Such allocation shall be on a good faith basis that reflects the actual or estimated use of such asset or service by BCHF and other BJC hospitals and will not include as to BCHF any "overhead" items provided by BJC and its affiliates as part of its management fee; Lessee will report on such methodology to the Trustees at least annually when presenting the financial statements for the prior calendar year.

Clauses (ii) and (iii) of such third sentence remain unchanged.

(ii) A second paragraph is added to Section 5 of the Lease as follows:

For clarity, as to capital expenditures made by BJC for BJC system initiatives not located at BCHF ("Off-Site Capital Item"), a pro-rata portion of the Off-Site Capital Item depreciation expense will be charged to BCHF annually, and will be counted toward the Capital Expenditure Commitment; i.e., the depreciation expense will be the only charge against BCHF revenues. The pro-rata portion of the depreciation expenses charged to BCHF will be determined in a non-discriminatory manner and based on a reasonable metric, consistent with BJC's allocation to and among its other hospitals.

(iii) An example of the operation of the Terms of sections 4(i) and 4(ii) above is attached as Exhibit 2.

5. If Lessor reduces its debt service obligations on outstanding Bonds issued for the benefit of the BHCF assets subject to the Lease ("BHCF Bonds"), and the result is that total debt service on outstanding BHCF Bonds is less than \$10 million in any calendar year, the Lessee will continue to pay \$10 million per year through 2015 toward debt service, and any excess not needed in a year will be held in a sinking fund (the "Bond Fund") for later debt reduction. Commencing in 2016, Lessee will pay the actual amount due for debt service on all BHCF Bonds. The amounts paid by Lessee toward debt service may be used to accelerate the payment of principal on any such BHCF Bonds. The terms of this section 5 of the Second Amendment constitute an amendment to Section 4.(A)(ii) of the Lease.

BHCF Net Revenues may not be used to retire debt or pay debt service on any debt issued to finance assets that are not included in the Lease or any additional debt issued without Lessee's approval. The Lessor will not issue any debt secured by BHCF assets subject to the Lease.

New Section 4.(A)(vii): BJC and BHCF plan to participate in the "Accountable Care Organization" ("ACO") program, and/or similar programs, established under the Affordable Care Act. The goal of such programs is to reduce Medicare costs and improve quality of care. Some decline in Medicare payments may result from such programs, as costs are reduced. Nevertheless, the parties expect that revenues to BHCF from such programs will be allocated among participants in a non-discriminatory manner.

Accordingly, in the event BHCF provides hospital services to any organization controlled or under common control of BJC, or as to which BJC or its controlled affiliates or subsidiaries holds directly or indirectly an equity interest greater than 25%, which contracts with governmental or private payors under an ACO program, ("BJC Accountable Care Organization") or in the event BHCF is paid on a bundled payment, shared savings, quality incentive or incentives for managing the total cost of care or similar Program in which a BJC Accountable Care Organization participates (a "Bundled Payment Program"), the BJC Accountable Organization will apply a non-discriminatory methodology for determining the portion of revenues paid to BHCF from the Accountable Care Organization or received as part of a Bundled Payment Program (the "ACO Revenues") that would comprise Net Revenues to BHCF. Lessor may request that such methodology be reviewed by an independent appraiser mutually approved by the parties in the event (i) such ACO Revenues payable to BHCF for equivalent BHCF services for any two full calendar years have declined by more than 10% from the corresponding BHCF Net Revenues for the immediately preceding prior calendar years or (ii) if such BJC Accountable Care Organization retains, as earnings (and specifically excluding investments reasonably required to support participation in said program(s)), more than 2.5% of BHCF Revenues relative to BHCF's participation in such BJC Accountable Care Organization.

The appraiser shall review the relevant methodology and issue a report as to whether the methodology was non-discriminatory, including the rationale for the findings. In performing the analysis, the appraiser shall consider market conditions and any legal requirements applicable to

the ACO or Bundled Payment Program. If Lessor and Lessee both agree with the report, they shall make any appropriate changes. If Lessor and Lessee do not agree, Lessor shall have the option to terminate the Lease, with two years' prior written notice, to be given within six (6) months after receipt of the final report of the appraiser.

6. In the event of a "shortfall" in net cash in any calendar year (as described in Section 4.(C) of the Lease,) Lessor may use the "50% Fund" established for investment in BHCF and the community to fund 50% of such shortfall. The other 50% of the shortfall shall be paid equally by Lessor and Lessee as described in 4.(C) of the Lease.

7. During 2012, BJC will contribute One million dollars (\$1,000,000) to the County Commission of Boone County for community benefit purposes in the BHC community. Those funds will not be an "Operating Expense" of BHCF under Section 4.(A)(i) of the Lease.

8. Section 4.(C) of the Lease is amended to provide that the additional \$500,000 payment to the County will not be paid from the "cash split," but instead will be a "County Payment" as described in Section 4.(A)(iii) of the Lease, to be paid as an Operating Expense of BHCF. That \$500,000 payment shall be increased, but not decreased, by the Consumer Price Index as described in Section 4.(A)(iii) of the Lease, beginning on December 31, 2012 (the increase to apply to the payment due in 2013). Such amount shall continue to be used by the County for community medical or health needs.

9. Section 12.(B) of the Lease is amended to include in the property to be insured by Lessee the additional property owned by Lessor and described in Exhibit 3 hereto, effective as of June 1, 2012. Lessee also agrees to provide general liability insurance (or self-insurance) for those properties, under the terms of Section 12.(A) of the Lease, effective as of June 1, 2012. Lessor shall be added as an additional insured and/or loss payee under the commercial casualty coverage, if and to the extent permitted by BJC's underwriters. Paragraph 12.(A) is modified by adding the words "or of Lessor" after the word "Lessee" so that it reads "to protect Lessor from claims arising from any act or omission of Lessee or of Lessor or any of their contractors, licensees, invitees, agents, servants or employees, naming Lessor as an additional insured (to the extent permitted under such coverage."

10. As a clarification to both Sections 3.(F) and 7.(F) of the Lease (relating to transfer of personnel and employees upon termination of the Lease), the following term is added to those Sections:

Upon termination of the Lease, Lessee will cooperate with Lessor to facilitate the transfer of all physician agreements related to the Hospital to the successor operator of the Hospital. This will include physician employment agreements, medical director and independent contractor agreements, whether with Lessee or with another BJC-related organization. Lessee will attempt to incorporate into such contracts (as they are entered into or renewed) a term permitting such transfer.

11. GENERAL TERMS

(A) Existing Lease. Except as modified by this Second Amendment to Lease the other provisions of the Lease shall be applicable and in full force and effect and in the event of any conflict between the provisions of the Lease and this Second Amendment to Lease, the provisions of this Second Amendment to Lease shall control. The Lease, as amended, constitutes the entire agreement between the parties with respect to the Leased Property. Any reference to a default under the Lease shall be deemed to refer to a default under the Lease as modified by this Second Amendment to Lease.

(B) Restatement of Lease. The parties will prepare and execute a restatement of the 2001 Lease with all amendments including this Second Amendment to Lease and the 2006 Amendment, as well as the Memorandum of Understanding executed in 2008, which upon execution will supersede this amendment. The purpose of this undertaking is not to change any of the terms of the Lease as amended, but rather to have all effective provisions set forth in one comprehensive document to avoid confusion.

(C) Representations. Each of the undersigned respectively represent to the others that all requisite consents and authorizations have been received to authorize the execution, delivery and performance of this agreement and to make it valid and binding as of the date first above written. This Second Amendment to Lease supersedes all other prior discussions and documents exchanged by the parties relating to the terms of this Second Amendment to Lease, and may be executed in counterparts with each such counterpart comprising one and the same agreement.

IN WITNESS WHEREOF the Lessor and Lessee have executed this Second Amendment to the Amended and Restated Lease on the 17th day of May, 2012.

THIS LEASE CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

LESSOR:
BOARD OF TRUSTEES OF
BOONE COUNTY HOSPITAL

By: _____

Its: CHAIRMAN

LESSEE:
CH ALLIED SERVICES, INC.

By: _____

Its: President

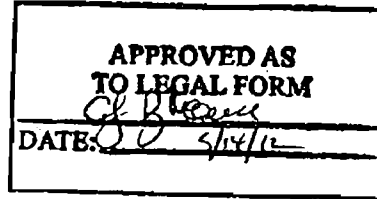
ACKNOWLEDGEMENT AND APPROVAL:

The Boone County Commission hereby approves this Second Amendment to Lease and acknowledges its representations and warranties and all rights, liabilities and obligations under the Amended and Restated Lease and hereby agrees to abide by the terms and conditions applicable to the County.

BOONE COUNTY COMMISSION

By: [Signature]

Its: Presiding Commissioner



Attest: [Signature]

Christian Health Services Development Corporation hereby guarantees Lessee's performance of Lessee's obligations as set forth in the Lease, as amended.

CHRISTIAN HEALTH SERVICES DEVELOPMENT CORPORATION

By: [Signature]

Its: President

BJC Health System ("BJC") joins this Second Amendment to Lease to acknowledge its agreement to those sections of the Amendment applicable to BJC.

BJC HEALTH SYSTEM

By: [Signature]

Its: President & CEO

Second Amendment to Lease

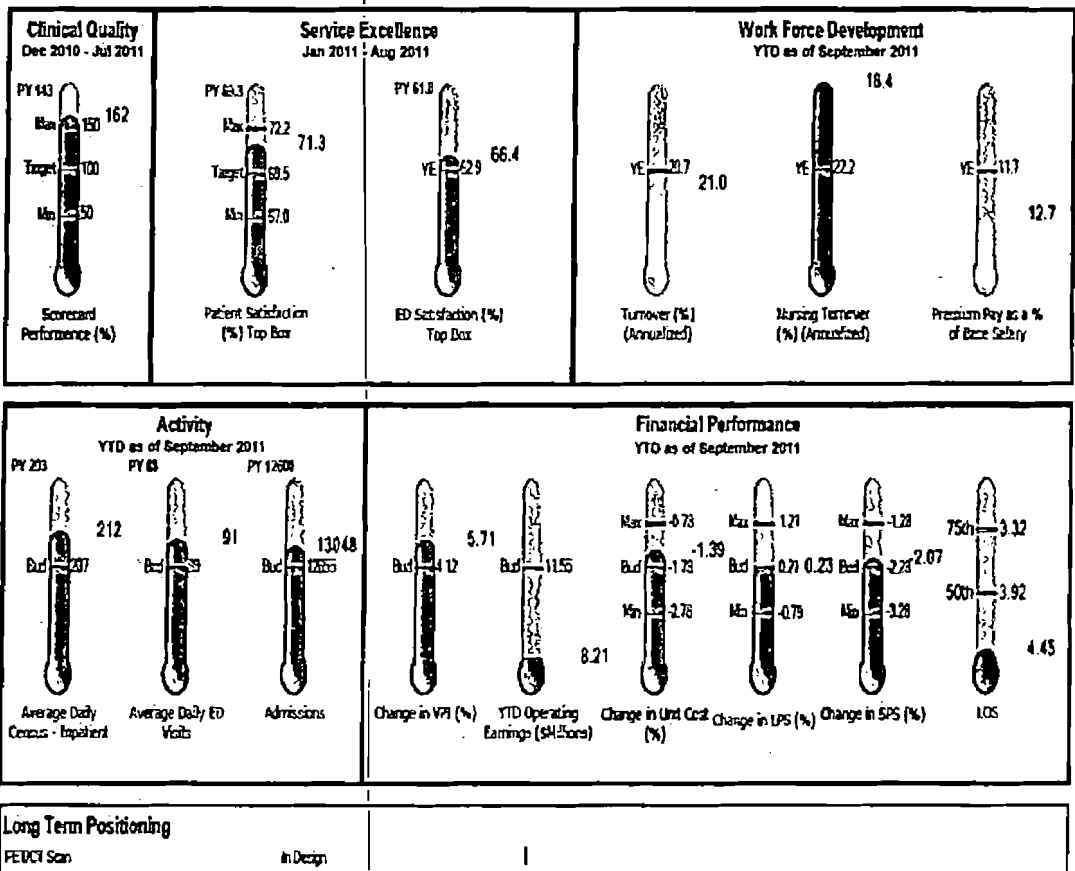
Exhibit 1

Updated Exhibit H to Lease

Lessee will report to Lessor quarterly on the performance of the Hospital on all BJC "best-in-class" indicators, as in effect during the term of the Lease. Attached as Exhibit 1-A is an example of some of the current indicators. Lessee will attempt to meet or exceed the minimum targets on such indicators as established by BJC for its community hospitals from time to time. If Lessee does not meet the minimum targets for such indicators, Lessee shall develop and implement an action plan or plans to improve its performance. Lessee will report on the results of such action plan(s) to Lessor, but is not required to obtain Lessor's input on such plan(s) or to describe the internal work done to develop or implement the plan(s).

Exhibit 1-A

Boone Hospital Center



Second Amendment to Lease

Exhibit 2

Examples

(all numbers are hypothetical, for illustration)

1. Purchase of capital equipment for use at BHC (\$1 Million cost):
 - \$1 Million capital asset on books of BHC; reduces BHC cash by \$1 Million when paid.
 - BHC operating income reduced each year by the amount of annual depreciation, (\$1 Million divided estimated useful life). No cash impact at BJC or BHC; i.e., the annual depreciation relating to such expenditure, does not affect the cash split calculation.
 - \$1 Million counts toward 7% capital expenditure requirement in the year of the purchase.
 - If BHC/BJC lease is terminated, this asset would remain the property of BHC.

2. Acquisition and construction of IT data center by BJC in St. Louis (to serve all BJC hospitals) at a total capital cost of \$35 Million (including construction cost and hardware)
 - \$35 Million capital asset on books of BJC. BJC cash reduced by \$35 million when paid.
 - No capital asset will/can be recorded for this item at BHC.
 - A pro-rata amount of the annual depreciation expense of the total \$35 Million BJC capital expenditure will be charged to all BJC facilities on a non-discriminatory basis. The BHC portion will be treated as a capital expenditure for purposes of determining/calculating the 7% capital expenditure requirement per Section 5 of the Lease. This will reduce BHC cash when the pro-rata amount is charged.

The operating costs of the data center (not included in the capital costs) will be charged to all BJC facilities, including BHC. The allocation of these expenses to these facilities will be determined in a non-discriminatory manner. This will reduce BHC cash by the amount of BHC's pro-rata portion of the operating costs as amounts are charged.

Second Amendment to Lease

Exhibit 3

Property owned by Lessor and to be insured under the Lease:

**Exhibit 3
Appendix A
Boone Hospital Center
Schedule of Locations for Property (Building) and
General Liability Coverage**

Location Name	Address	City	General Liability Coverage ("X" if Yes)	Property (Building) Coverage ("X" if Yes)	Property (Building) (Covered by BJC)	Property (Building) (Covered by Boone Trustees)	Notes
Leased Physician Offices	1021 E. Highway 22	Centralia	X	X	901,000	676,987	<i>Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12</i>
Office space	103 Ripley Street	Columbia	X				Leased Space - No Real Property Coverage
Parking Garage	11 South William	Columbia	X	X	13,833,000	14,780,756	<i>Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12</i>
Physician Office/Clinic	1502 - 1506 E. Broadway (Various Offices)	Columbia	X				Leased Space - No Real Property Coverage
Boone Hospital Center (Includes new elevators adding 5/09-4/10 and new room over Ronald Mc. Rm and expansion 2010)	1600 East Broadway	Columbia	X	X	145,055,582		
Pedestrian Bridge (Between Hospital & BMP 2)	1600 East Broadway	Columbia	X	X	1,594,418	1,594,418	<i>Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12</i>
Pedestrian Bridge (Between Hospital & New Garage)	1600 East Broadway	Columbia	X	X	1,042,000	1,235,275	<i>Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12</i>
Patient Tower	1600 East Broadway	Columbia	X	X	64,369,000		
William Street Project	1600 East Broadway	Columbia	X	X	3,266,392		
Moberly Specialty Clinic	1600 N. Morley, Suite A-120-B	Moberly	X				Leased Space - No Real Property Coverage
Broadway Medical Plaza 1 Leased Space	1601 East Broadway (Various Offices)	Columbia	X				Trustees own land, Graham Group owns and insures building.
Broadway Medical Plaza 2 Leased Space	1605 E Broadway (Various Offices)	Columbia	X				Trustees own land, Graham Group owns and insures building.

Broadway Medical Plaza 3 Leased Space	1701 East Broadway	Columbia	X	X	6,039,000	4,250,000	Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12
Parking Garage - North Campus	1703 East Broadway	Columbia	X	X	9,322,519	8,254,581	Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12
Broadway Medical Plaza 4 Leased Space	1705 East Broadway Tumor Registry, Suite 240	Columbia	X				Trustees own land, Graham Group owns and insures building.
Warehouse & Print Shop	2401 Vandiver	Columbia	X	X	3,053,000		
Ambulance Garage Addition	2401 Vandiver	Columbia	X	X	325,000		
Keene II Radiology Suite Leased	303-305 Keene Street	Columbia	X				Leased Space - No Real Property Coverage
SpaceBerrywood Medical Arts Building	3401 Berrywood Dr, Ste 104	Columbia	X				Leased Space - No Real Property Coverage
Leased Office Space Boone Clinic X-Ray	401 Keene	Columbia	X				Leased Space - No Real Property Coverage (Space was vacated as of 4/30/12)
Boone Hospital Home Care	601 Bus. Loop 70W, Suite 260	Columbia	X				Leased Space - No Real Property Coverage
Oxygen Tank Farm (Concrete pad w/Brick walls)	Walnut Street (b/w William & Old 63)	Columbia	X	X	400,000		
Parking Lot	1510 Bass Avenue	Columbia	X				Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12
Vacant Land	1700 East Broadway	Columbia	X				Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12
Vacant Land	Nifong & Forum	Columbia	X				Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12
Vacant Land	S. Henry Clay Blvd.	Ashland	X				Trustees to insure through end of day on 5/31/12; BJC to insure under current coverage from and after 6/1/12

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 16th day of October 20 12

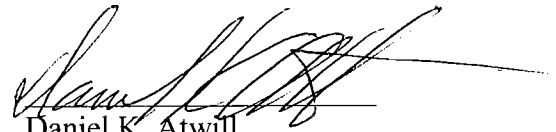
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize Commissioner Karen M. Miller to sign Change Order #7 in the amount of \$6,753.00 to provide additional concrete, labor and equipment to remove, haul off-site, re-pour, caulk and seal for the Boone County Government Center Plaza project.

Done this 16th day of October, 2012.

ATTEST:

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

BOONE COUNTY FACILITY MAINTENANCE

Change Order No.: Seven (7)

RFP Number: 19-01May12

Date: 10-17-12

Project Location: Boone County Courthouse Plaza

Contractor: Rost Inc.

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes: Provide all labor, equipment and materials to saw, remove, haul offsite, repour, caulk and seal an area in front of the Government Center west entrance (approximately 5' X 55'). See attached quote.

CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:

I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

Contract Amount: Add to the Contract Amount a total of Six Thousand Seven Hundred Fifty Three and no/100 (\$6,753.00)

Recommended by: Rost Inc.

Approved by Facility Maintenance:

SIGNATURE

[Handwritten Signature]

DATE

10/17/12

Accepted by: Boone County

SIGNATURE

[Handwritten Signature]

DATE

10/17/12

STATEMENT OF CONTRACT AMOUNT:

ORIGINAL CONTRACT AMOUNT	\$ 788,847.28
PREVIOUS ADDITIONS	\$ 26,430.55
TOTAL	\$ 815,277.83
PREVIOUS DEDUCTIONS	\$.00
NET PRIOR TO THIS CHANGE	\$ 815,277.83
AMOUNT OF THIS CHANGE <input checked="" type="checkbox"/> ADD <input type="checkbox"/> DEDUCT	\$ 6,753.00
CONTRACT AMOUNT TO DATE	\$ 822,030.83

**RECEIVED
OCT 18 2012**

BOONE COUNTY CLERK

504-2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 16th day of October 20 12

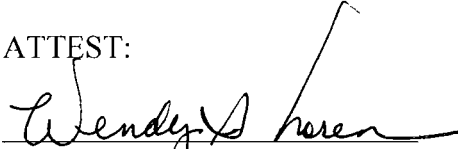
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby appoint/ reappoint the following:

Name	Board	Period
Tim Grenke, Centralia	Mid-Mo RPC	July 1, 2012 thru June 30, 2014

Done this 16th day of October, 2012.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

ABSENT
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

505-2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

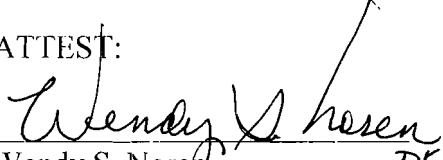
In the County Commission of said county, on the 16th day of October 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Boone County Conference Room #301 by The National Labor Relations Board for hearing, Friday, October 19, 2012, from 8am to 5pm.

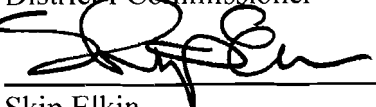
Done this 16th day of October, 2012.

ATTEST:


Wendy S. Norey *DKB*
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

ABSENT
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of