

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the February Adjourned

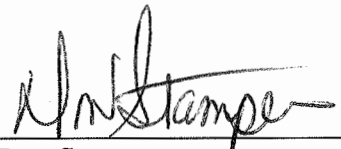
Term. 20 02

In the County Commission of said county, on the 4<sup>th</sup> day of April 2002

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

Now on this day, the County Commission of the County of Boone does hereby award bid 14-05MAR02 for Double Drum Vibratory Roller to Cooke Sales and Service. The County Commission of the County of Boone does hereby authorize the disposal of a 1994 Stone AVR4000 Double Drum Vibratory Roller (Fixed Asset Tag # 8682). It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts and disposal request form.

Done this 4<sup>th</sup> day of April, 2002.



Don Stamper  
 Presiding Commissioner

ATTEST:

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



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

# Boone County Purchasing

**Marlene Ridgway**  
Buyer



601 E. Walnut, 2nd Flr  
Columbia, MO 65201  
(573) 886-4392

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## MEMORANDUM

TO: Boone County Commission  
FROM: Marlene Ridgway *MR*  
RE: 14-05MAR02 – Double Drum Vibratory Roller  
DATE: March 21, 2002

The Public Works Department and I have reviewed the bids submitted and recommend the following:

The apparent low bidder is Crown Power & Equipment, however, they did take some deviations to the bid specifications. There were not able to provide a Hydraulic oil temperature gauge or indicator light or rear lights for the roller. The next low bidder, Cooke Sales and Service, are able to provide us with the minimum specifications with a lower shop rate and better OEM parts discount.

We further recommend award to Cooke Sales and Service for the acquisition cost of \$21,860.00 with an additional contract price of \$49.50 hourly shop rates and 10% discount of list price for OEM parts for 5 years. The original budgeted amount was \$46,000.

We are also asking at this time for approval of disposal through trade-in of a 1994 Stone AVR4000 Double Drum Vibratory Roller fixed asset tag #8682. The disposal form is attached to this memo.

Attached is the bid tabulation for your review.

Award Amt: \$21,860.00  
Avg Bid: \$24,317.75  
Savings: \$2,457.75

An Affirmative Action/Equal Opportunity Institution

<b>Bid Tabulation</b> <b>14-05MAR02 - Double Drum</b> <b>Vibratory Roller</b>		Van Keppel Const. Equip. Columbia	Roland Machinery, Bridgeton MO	G M Supply Co. Columbia	Crown Power & Equip. Columbia	Tri-State Construction Ashland	Nu Way Concrete Forms, Jeff City	Fabick and Company, Columbia	Cooke Sales & Service
4.7.1	Double Drum Vibratory Roller	\$ 26,645.00	\$ 27,275.00	\$ 30,989.00	\$ 28,200.00	\$ 33,500.00	\$ 26,427.00	\$ 31,985.00	\$ 39,360.00
4.7.2	Make:	Hypac	Ingersoll-Rand	Stone Const E	Sakai	Bomag	MultiQuip/Rammax	Caterpillar	Hamm
4.7.3	Model:	C747B	DD24	Wolfpac6400	SW300	BW120	T-26	CB-224D	HD12
4.8.	<b>Trade In</b>								
	1994 Stone AVR4000 Double Drum Vibratory Roller - Hours: 535	\$ 2,500.00	\$ 2,200.00	\$ 8,289.00	\$ 6,850.00	\$ 4,000.00	\$ 3,500.00	\$ 5,000.00	\$ 17,500.00
	<b>Grand Total</b>	<b>\$ 24,145.00</b>	<b>\$ 25,075.00</b>	<b>\$ 22,700.00</b>	<b>\$ 21,350.00</b>	<b>\$ 29,500.00</b>	<b>\$ 22,927.00</b>	<b>\$ 26,985.00</b>	<b>\$ 21,860.00</b>
4.9.	Warranty Features:	1 yr/1000 hrs	1 yr/1000 hrs	1 year	1 year	12 mos parts/l	roller 1yr/1000 hrs	6 mo/1500 hrs	1 yr/1,000 hours
4.10.	Hourly/Labor Repair Rate	\$ 56.00	\$ 70.00	\$ 40.00	\$ 55.00	\$ 62.00	\$ 35.00	\$68/shop \$74/field	\$ 49.50
4.11.	Percentage discount off list price for OEM parts	0%	5%	OEM list	0%	OEM list price	10%	0%	10%
4.13.	Cooperative Purchasing:	Yes	Yes	Yes	Yes	No	Yes	Yes	No
4.14.	Delivery:	30 days	3-4 weeks	1-2 weeks	30-45 days	30-60 days	7 days	8 weeks	30 days
	Addendum One	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

No Bids

The Victor Phillips Co. Kansas City  
Allied Construction Equip. Co., St. Louis

Opened By: Marlene Ridgway

Recorded By: Melinda Bobbitt

Date: 3/12/02 Time: \_\_\_\_\_

# BOONE COUNTY

## REQUEST FOR DISPOSAL OF COUNTY PROPERTY

DATE 1/30/02

FIXED ASSET TAG NUMBER 9682

DESCRIPTION

Roller, Double Drum, Vibratory

REQUESTED MEANS OF DISPOSAL: Trade-In

OTHER INFORMATION:

Vehicle # 2786      Stone A124000      Year: 1994      Ser# 2021001

CONDITION OF ASSET

Fair

REASON FOR DISPOSITION UNSAFE

Machine is a small gasoline engine Driven unit that has no Rollover Protective Structure to protect the operator.

DEPARTMENT Public Works

SIGNATURE

[Signature]

### AUDITOR

ORIGINAL PURCHASE DATE

5/10/94

ORIGINAL COST

\$5,250

16.04

ORIGINAL FUNDING SOURCE

2741 - RR

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER

DEPARTMENT NAME

NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE

AUCTION

SEALED BIDS

OTHER

EXPLAIN

COMMISSION ORDER NUMBER

157-2002

DATE APPROVED

1/30/02

SIGNATURE

[Signature]



**PURCHASE AGREEMENT FOR  
DOUBLE DRUM VIBRATORY ROLLER**

**THIS AGREEMENT** dated the 4th day of April 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Cooke Sales & Service, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a Double Drum Vibratory Roller, County of Boone Request for Bid for Double Drum Vibratory Roller, bid number 14-05MAR02 including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form and any Addendum, as well as the Contractor's bid response dated February 28, 2002 executed by Oscar M. Cooke on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review and the unexecuted Response Form and Addendum shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with one (1) Hamm HD12 Double Drum Vibratory Roller per the bid specifications with a trade-in of a 1994 Stone AVR4000 Double Drum Vibratory Roller for a total contract price of \$21,860.00. Contractor also agrees to provide the County for a period of 5 years from the date of this contract an hourly shop labor rate of \$49.50 and a 10% discount off of OEM list prices for said equipment.

3. **Delivery** - Contractor agrees to deliver the vehicles stated above to the Public Works Department with in thirty (30) days after order.

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

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

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

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

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

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

**COOKE SALES & SERVICE**

by [Signature]  
title Assoc.

APPROVED AS TO FORM:

[Signature]  
County Counselor

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

June E. Patchard  
Signature 6 Aug 12

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
[Signature]  
Don Stamper, Presiding Commissioner

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

3/22/12 2040-92300 - \$21,860.00  
Date Appropriation Account

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the February Adjourned

Term. 20 02

In the County Commission of said county, on the

4<sup>th</sup>

day of

April

20 02

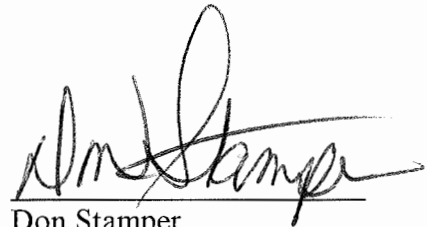
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby reject bid 17-20MAR02 for Courthouse Doors per the attached recommendation from the Purchasing and Public Works Departments.

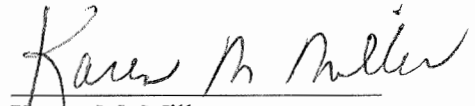
Done this 4<sup>th</sup> day of April, 2002.

ATTEST:

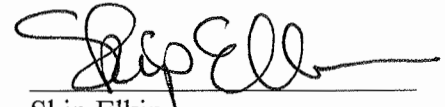
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Don Stamper  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner



# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



601 E. Walnut, 2nd Floor  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4391

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: March 21, 2002  
RE: 17-20MAR02 – Court House Doors

The Bid for Court House Doors was issued on February 26, 2002. The bid closed on March 20, 2002. One bid was received from McAfee Construction for \$10,857. Public Works estimated and budgeted the project for \$4,500. Public Works recommends rejecting the bid and issuing a “no award” on this bid.

ATTACHMENT: Bid Tabulation  
Bid Award Recommendation

cc: Bid File  
Ken Roberts, Facilities Maintenance

**Bid Tabulation**

		McAfee Construction Inc.
4.7.1.	Hardware Door Furnishing	\$10,857
4.7.2.	Stain & Finish	Devoe
4.7.3.	Manufacturer	ICI
4.8.	Warrenty	Warrants all labor, material & workmanship for 2 years excluding weather related damage.
4.9.	Project Completion	90 days ARO
4.10.	Cooperative Purchasing	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Receipt of Addenda #1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>No Bids</b>		
Rick Hague Construction		
Prost Builders Inc. <b>Opened By: Melinda Bobbitt</b>		
H&G Sales Inc. <b>Recorded By: Janie Whelton</b>		
Koonse Glass Co. Inc. <b>Date: 3/21/02</b>		
Randy Adams Contruction <b>Time: 1:35 p.m.</b>		
Boone Construction Co.		
Brady's Columbia Glass		
Boone County Lumber		
Goedecke		
Triple B Doors		
Kidwell Construction		
Coil Construction Inc.		

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



601 E. Walnut-2nd Floor  
Columbia, MO 65201  
(573) 886-4391  
(573) 886-4390

---

**TO:** Ken Roberts  
Manager, Facilities Maintenance

**FROM:** Melinda Bobbitt, CPPB  
Director of Purchasing

**DATE:** March 20, 2002

**RE:** **BID AWARD RECOMMENDATION - BID # 17-20MAR02**  
**Court House Doors**

Attached is the bid tabulation for the one response received for the above referenced bid from McAfee Construction.

Please return this cover sheet with your recommendation after you have completed the evaluation of this bid. If you have any questions, please call 886-4391 or E-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).

**DEPARTMENT REPLY:**

Award bid to McAfee Construction for \$10,857  
Department Number: 6100  
Account Number: 60100  
Original Budgeted Dollars: \$4,500

Recommend rejecting the bid for reasons detailed on attached page.  
(Attach department recommendation).

*over budget. Will reduce scope & re-bid*

Department Head Signature: David Mink Date: 3/21/02

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the February Adjourned

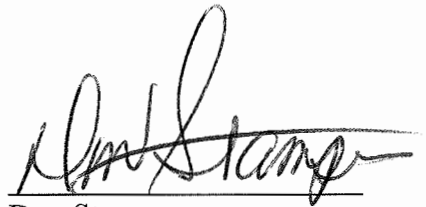
Term. 20 02

In the County Commission of said county, on the 4<sup>th</sup> day of April 20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the disposal of Sheriff Vehicles per the attached recommendation from the Purchasing Department. It is further ordered that the Presiding Commissioner be hereby authorized to sign the disposal request forms and titles.

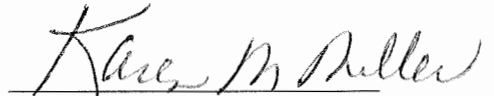
Done this 4<sup>th</sup> day of April, 2002.



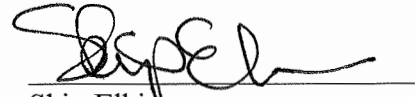
Don Stamper  
 Presiding Commissioner

ATTEST:

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



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB  
Director of Purchasing

DATE: March 21, 2002

RE: Sheriff Vehicle Disposal

Attached is a list of vehicles that the Purchasing department requests permission to surplus. The list includes the Sheriff Department vehicles that have recently been replaced, and the Mail Room Services Vehicle. One of the Sheriff vehicles will be transferred to the Mail Room, a division of the Information Services department, and their Dodge Intrepid will be surplus.

Purchasing is requesting Commission approval to dispose of half of these vehicles through the Kirksville Auto Auction with Cornell Motors serving as our representative, and half the vehicles through Rangeline Auto Auction using the Mid-Missouri Public Purchasing Cooperative Agreement (initiated by the City of Columbia). Attached for signature is the fixed asset disposal form and original title.

<b>DISPOSAL THROUGH CORNELL MOTORS – KIRKSVILLE AUTO AUCTION</b>			
<b>Year</b>	<b>Description</b>	<b>Approximate Mileage</b>	<b>VIN #</b>
1998	Ford Crown Victoria	98,280	2FAFP71W9WX124351
1997	Ford Crown Victoria	75,237	2FALP71W0VX134493
2000	Ford Crown Victoria	104,888	2FAFP71W4YX176408
1999	Ford Crown Victoria	73,149	2FAFP71W5XX175833
1997	Dodge Intrepid	99,308	2B3HD46F7VH713637
<b>DISPOSAL THROUGH RANGELINE AUTO AUCTION</b>			
1999	Ford Crown Victoria	87,960	2FAFP71W0XX175836
1998	Ford Crown Victoria	84,227	2FAFP71W8WX124356
1999	Ford Crown Victoria	79,449	2FAFP71W8XX175843
1999	Ford Crown Victoria	75,130	2FAFP71W9XX175835
1998	Ford Crown Victoria	81,788	2FAFP71W1WX124358
<b>TRANSFER FROM SHERIFF DEPT TO INFORMATION SERVICES DEPT</b>			
1999	Ford Crown Victoria	70,107	2FAFP71W7XX175834

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the February Adjourned

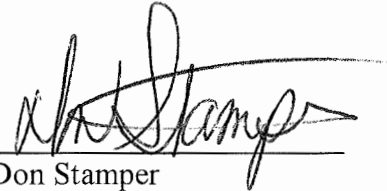
Term. 20 02

In the County Commission of said county, on the 4<sup>th</sup> day of April 20 02

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

Now on this day, the County Commission of the County of Boone does hereby adopt the attached proclamation for the Child Abuse Prevention Month.

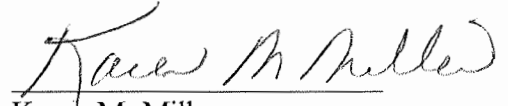
Done this 4<sup>th</sup> day of April, 2002.



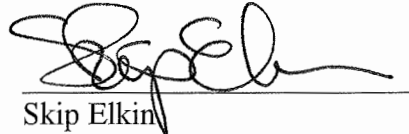
Don Stamper  
Presiding Commissioner

ATTEST:

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



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**CHILD ABUSE PREVENTION MONTH  
PROCLAMATION**

**WHEREAS**, the protection of all children is a community responsibility and serving our children in this way depends on involvement among people throughout the community, and;

**WHEREAS**, statistics of children who are abused and neglected escalate each year, and;

**WHEREAS**, the effects of child abuse are reflected not only in the present, but in the welfare of the future and need to be addressed by the entire community, and;

**WHEREAS**, effective child abuse prevention programs succeed because of cooperation and collaboration among social service agencies, schools, religious organizations, law enforcement agencies, and the business community;

**WHEREAS**, youth-serving prevention programs offer positive alternatives for young people and encourage youth to develop strong ties to their community and increase the potential for future positive contributions to the community that nurtured them, and;

**WHEREAS**, all citizens should become more aware of child abuse and its prevention within the community, and to become involved in teaching, supporting, and encouraging parents to raise their children in a safe, nurturing environment, and;

**NOW, THEREFORE** the Boone County Commission does hereby proclaim April as **Child Abuse Prevention Month** in Boone County and call upon all citizens, community agencies, religious organizations, medical facilities, and businesses to increase their participation in our efforts to prevent child abuse, thereby strengthening the communities in which we live.

Done this 4<sup>th</sup> Day of April, 2002.



ATTEST:

Don Stamper, Presiding Commissioner

Karen M. Miller, District I Commissioner

Skip Elkin, District II Commissioner

Wendy S. Noren, County Clerk

**CERTIFIED COPY OF ORDER**

161 -2002

927

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the February Adjourned Term. 20 02

In the County Commission of said county, on the 4<sup>th</sup> day of April 2002  
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:

**Whereas**, the County has examined that segment of the westerly 556 feet, more or less, of the roadway for Prairie View Drive located in the Northeast Quarter of Section 35, Township 49, Range 13 West, and within the right-of-way for said Drive located within said Quarter Section and dedicated on Plat NO. 1 of Prairie Hills Subdivision recorded in Plat Book 10, Page 24, of the Boone County, Missouri records, and

**Whereas**, the county finds that the above described roadway is in a condition acceptable to the Boone County Public Works Director, as attested by the Roadway Maintenance Acceptance Certificate for said roadway,

**Now therefore it is ordered**, that the County Commission authorizes the Presiding Commissioner to sign the Roadway Maintenance Acceptance Certificate for said segment of Prairie View Drive on behalf of the County Commission and further assumes responsibility for the maintenance and control of this road from and after the date of this order, and

It is also ordered, that this order be certified by the County Clerk and be recorded in the Office of the Recorder of Deeds.

Done this 4<sup>th</sup> day of April, 2002.



ATTEST:

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

Don Stamper  
Don Stamper  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner



STATE OF MISSOURI

County of Boone

} ss.

I, Wendy S. Noren Clerk

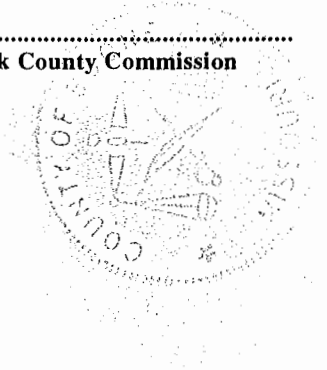
of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

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

Columbia, Missouri, this the 4th day of April

20.02 Wendy S. Noren Wendy S. Noren Clerk County Commission

By Shawna M. Victor D.C. Shawna M. Victor



No. 161-2002

Certified Copy of Order

of BOONE COUNTY COMMISSION, Made at

February Term, 2002

In the Matter of

Roadway Maintenance - Prairie View Drive



Recorded in Boone County, Missouri

Date and Time: **04/05/2002** at **10:59:04 AM**

Instrument #: **2002009247** Book: **01894** Page: **0926**

Grantor: **BOONE COUNTY COMMISSION**

Grantee: **PRAIRIE VIEW DRIVE**

Instrument Type: **ODR**

Recording Fee: **\$29.00**

  
Bettie Johnson, Recorder of Deeds



## RECORDER OF DEEDS CERTIFICATE BOONE COUNTY, MISSOURI EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



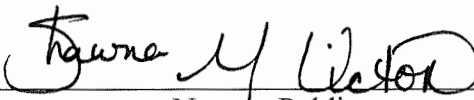
Bettie Johnson  
Recorder of Deeds  
801 E Walnut, Room 132  
Columbia, Missouri 65201  
573-886-4345

## ACKNOWLEDGMENT

State of Missouri     }  
                                   }  
 County of Boone     }

On this 4<sup>TH</sup>, day of APRIL, 2002, before me, a Notary Public in and for the state of Missouri, personally appeared Don Stamper, Karen M. Miller, and Skip Elkin, who upon their oath and upon being duly sworn, did state, affirm and acknowledge that they are the Commissioners composing the County Commission of the County of Boone, a political subdivision of the State of Missouri, that they have executed the within Order of Acceptance of Road as County Road on behalf of said County as the free act and deed of said County, for the purposes therein stated and pursuant to the authority vested in them to execute said within instrument as Commissioners of said Commission of said County, that said within instrument is binding in all respects upon said County, and that said County is duly empowered by law to accept the road described in the said within instrument as a county road by means of the said within instrument.

**SHAWNA M. VICTOR**  
 Notary Public - Notary Seal  
 State of Missouri  
 County of Boone  
 My Commission Expires October 14, 2005

  
 \_\_\_\_\_  
 Notary Public  
 SHAWNA M. VICTOR

SEAL

My Commission Expires: OCTOBER 14, 2006

**ROADWAY MAINTENANCE  
ACCEPTANCE CERTIFICATE**

Road Name: Prairie View Drive

Subdivision Name: Prairie Hills Subdivision

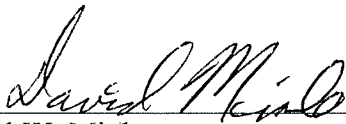
Description of Roadways: Prairie View Drive is a Portland Cement concrete street of varying widths

This road was constructed within it's appropriate right-of-way in that segment of the westerly 556 feet, more or less, located in the Northeast Quarter of Section 35, Township 49 North, Range 13 West and within the right-of-way for said Drive located within said Quarter Section and dedicated on Plat NO. 1 of Prairie Hills Subdivision recorded in Plat Book 10, Page 24, of the Boone County, Missouri records

Variances: Approved by Commission order 91-2002:  
-This section was built without engineered plans  
-Some of the road was built without county inspection  
-The road width varies from twenty-five (25) to thirty (30) feet  
-Portions of the road have roll-back curb and gutter

Other Comments: None

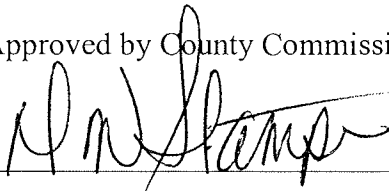
The above roadway is hereby accepted by the County for maintenance.



\_\_\_\_\_  
David W. Mink  
Director of Public Works

\_\_\_\_\_  
Date

Approved by County Commission:



4-4-02

\_\_\_\_\_  
Date



## Boone County Public Works

# Memorandum

---

Date: March 25, 2002

To: Don Stamper, Presiding Commissioner  
Karen M. Miller, Associate Commissioner, District I  
Skip Elkin, Associate Commissioner, District II

From: David W. Piest, County Surveyor

Subject: Roadway Maintenance Acceptance Certificate for Prairie View Drive (partial)

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Attached is a Roadway Maintenance Acceptance Certificate for Prairie View Drive constructed within its appropriate right-of-way in that segment of the westerly 556 feet, more or less, located in the Northeast Quarter of Section 35, Township 49 North, Range 13 West and within the right-of-way for said Drive located within said Quarter Section and dedicated on Plat NO. 1 of Prairie Hills Subdivision recorded in Plat Book 10, Page 24, of the Boone County, Missouri records

The Boone County Public Works Department, recommends that the Commission authorize the Presiding Commissioner to sign the ROADWAY MAINTENANCE ACCEPTANCE CERTIFICATE for and accept the segment of road for county maintenance, all as detailed within the attached and proposed ORDER OF ACCEPTANCE OF ROAD AS COUNTY ROAD. If you concur with this recommendation, please make a motion to that effect.

c: Greg Edington                      Stan Shawver                      Rosie James  
Road File                              Subdivision File                      David Nichols

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the February Adjourned

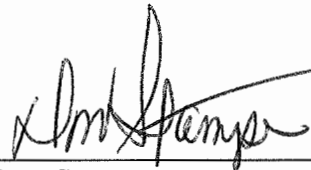
Term. 20 02

In the County Commission of said county, on the 4<sup>th</sup> day of April 20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the contract with MAXIMUS, INC (formally DMG MAXIMUS) to prepare the County-wide indirect Cost Allocation Plan, in the amount of \$6,300.00. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

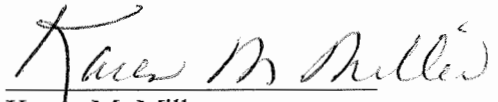
Done this 4<sup>th</sup> day of April, 2002.



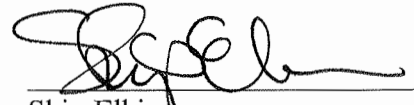
Don Stamper  
Presiding Commissioner

ATTEST:

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



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES TO  
THE COUNTY OF BOONE, MISSOURI**

**THIS AGREEMENT**, entered into this 4th day of April, 2002, and effective immediately by and between MAXIMUS, INC. (hereinafter called the "Consultant") and the County of Boone, Missouri (hereinafter called the "County"),  
**WITNESSETH THAT:**

**WHEREAS**, the County is interested in obtaining professional services for the preparation of a central service cost allocation plan and indirect cost rate proposal as defined in US Office of Management & Budget Circular A-87, and

**WHEREAS**, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing such governmental cost determination studies, and

**WHEREAS**, the County desires to engage the Consultant to assist in preparing such a study.

**NOW THEREFORE**, the parties hereto mutually agree as follows:

**1. Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

**2. Scope of Services.** The scope of services is a central service cost allocation plan and indirect cost rate proposal as defined in Consultant's letter dated March 12, 2002, which is attached hereto and incorporated by reference. County, at its sole option and discretion, may request Consultant to perform optional tasks of Phase III, as described in proposal.

**3. Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence so as to assure their expeditious completion and best carry out the purposes of the agreement. A final report shall be submitted to the County seven weeks after commencement of on-site work, unless the time for performance is extended at the request of County.

**4. Compensation.** Compensation for tasks of the proposal shall be a fixed fee of \$6,300.

**5. Method of Payment.** The consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall submit an invoice for the full fixed fee upon completion of the cost allocation plan and indirect rate proposal and acceptance by County.

**6. Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

**7. Services and Materials to be Furnished by County.** The County shall furnish the Consultant with all available necessary information pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate liaison between the Consultant and other agencies of the County. The County is responsible for providing accurate and timely information necessary to prepare the central services cost allocation plan.

**8. Rights to Terminate Contract.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

**9. Information and Reports.** The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project as may be requested by the County. The Consultant shall furnish the County, upon request, subject to reasonable prior notice, with copies of all documents and other materials prepared or developed in relation with or as part of the project. Consultant shall not be obligated to deliver copies in person.

**10. Records and Inspections.** The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain interview notes, working papers and other documentation of findings for a period of five years after delivery of the final report.

**11. Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on within the County.

**12. Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.



**13. Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

**14. Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

**15. County not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.

**16. When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no wise impair or prejudice any right or remedy available to the County in respect to such breach or default.

**17. Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

**18. Confidentiality.** The County agrees that in connection with this Agreement, it may become aware of confidential information, trade secrets, marketing strategies and properties whether or not subject to copyright protection of Consultant. Consultant shall advise County if any such proprietary information is contained in reports delivered to County. The County covenants and agrees to use its best efforts and diligence in guarding Consultant's confidential information, trade secrets, marketing strategies and properties whether or not subject to copyright protection. The County further covenants and agrees that its employees and agents will not, directly or indirectly, use for him or herself or others any of Consultant's confidential information, trade secrets, marketing strategies and properties whether or not subject to copyright protection during or at any time after the term of this Agreement.

**19. Consultant Certification.** The Consultant certifies that the Consultant has not been convicted of bribery or attempting to bribe an officer or employee of the County, nor has the Consultant made an admission of guilt of such conduct that is a matter of record.

**20. Indemnification.** Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses that arise out of the performance of this Agreement and which are due to that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious acts and other unlawful conduct of its respective agents, officers and employees.

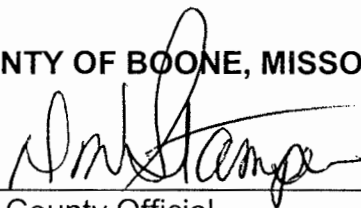
**21. Notices.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

June Pitchford  
Boone County Auditor  
Boone County Government Center  
801 E Walnut  
Columbia, Missouri 64201-7731

Bruce Cowans  
Vice President  
MAXIMUS, INC.  
60 Revere Drive - Suite 200  
Northbrook, Illinois 60062

**IN WITNESS WHEREOF**, the County and the Consultant have executed this agreement as of the date first written above.

**COUNTY OF BOONE, MISSOURI**

By:   
County Official

MAXIMUS, INC., a Virginia Corporation

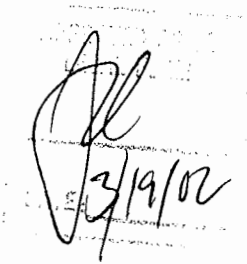
By:   
Robert H. Antrim, Senior Manager

**CERTIFICATION:**

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

June Pitchford by KF 3/18/2002  
Auditor Date

1190-71101 \$ 6300.00

  
3/19/02

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the February Adjourned

Term. 20 02

In the County Commission of said county, on the 4<sup>th</sup> day of April 20 02

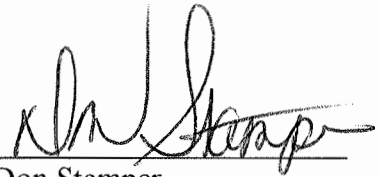
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize the use of the Courthouse Grounds for the Downtown Twilight Festivals on the following dates:

- June 6, 13, 20, and 27, 2002 from 3:00 p.m. to 10:00 p.m.
- September 5, 12, 19, and 26, 2002 from 3:00 p.m. to 9:00 p.m.

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

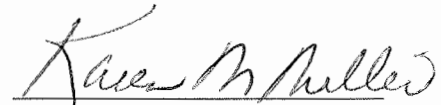
Done this 4<sup>th</sup> day of April, 2002.



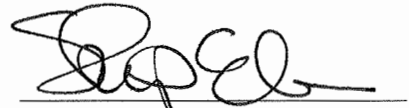
Don Stamper  
Presiding Commissioner

ATTEST:

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



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

Don Stamper, Presiding Commissioner  
 Karen M. Miller, District I Commissioner  
 Skip Elkin, District II Commissioner



Boone County Government Center  
 801 East Walnut Room 245  
 Columbia, MO 65201-7732  
 573-886-4305 • FAX 573-886-4311

# Boone County Commission

*Commission Agenda*

## APPLICATION FOR PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE GROUNDS

The undersigned organization hereby applies for a permit to use the Boone County Courthouse grounds as follows:  
 Description of Use: Downtown Twilight Festivals

Date(s) of Use: June 6, 13, 20, 27 Sept. 5, 12, 19, 26

Time of Use: From: 3 pm a.m/p.m thru 10 pm a.m/p.m in June  
3 pm 9 pm in Sept

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department grounds, of time and place of use and abide by all applicable laws and ordinances in using Courthouse
2. To remove all trash or other debris which may be deposited on the courthouse grounds by participants in the organizational use.
3. To repair or replace or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds.
4. To conduct its use of courthouse grounds in such a manner as to not unreasonably interfere with normal courthouse functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds as specified in this application.

Name of Organization: Downtown Columbia Assoc.

Organization Representative/Title: Carrie Gartner, Exec. Director

Phone Number: 442-6816

Date of Application: 3.27.02

### PERMIT FOR ORGANIZATIONAL USE OF COURTHOUSE GROUNDS

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

ATTEST:

Wendy S. Noren  
 Clerk

BOONE COUNTY, MISSOURI

Don Stamper  
 Commissioner

DATE: 04/04/02

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the February Adjourned

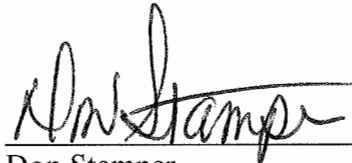
Term. 20 02

In the County Commission of said county, on the 4<sup>th</sup> day of April 20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the agreement for Professional Architectural Services between the County of Boone, City of Columbia and Rafael Architects, Inc of Kansas City, MO for the new health facility. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

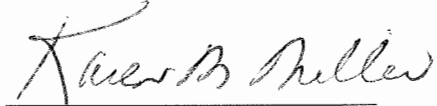
Done this 4<sup>th</sup> day of April, 2002.



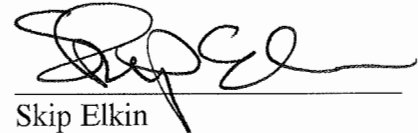
Don Stamper  
 Presiding Commissioner

ATTEST:

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



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

**AGREEMENT**  
**For**  
**PROFESSIONAL ARCHITECTURAL SERVICES**  
**Among**  
**THE CITY OF COLUMBIA, MISSOURI,**  
**THE COUNTY OF BOONE, MISSOURI**  
**And**  
**Rafael Architects, Inc.**  
**106 West 11<sup>th</sup> Street, Suite 2001**  
**Kansas City, Missouri 64105**

THIS AGREEMENT made on the 4 day of APRIL, 2002, among the City of Columbia, Missouri, hereinafter called the CITY, the County of Boone, hereinafter called COUNTY, and Rafael Architects, Incorporated of Kansas City, Missouri, hereinafter called the ARCHITECT. CITY AND COUNTY are referred to collectively as OWNERS.

OWNERS intend to make the following improvements, hereinafter called the PROJECT:

Conversion of an existing 48,180 square foot former grocery store into office space for the Columbia Health Department and a health clinic. The services will be in three separate divisions identified as 1) Exterior; 2) Interior Health Department; and 3) Health Clinic.

1. **The Exterior Phase** will be related to developing an exterior architectural theme for the building including colored renderings. It will also include the structural, mechanical and electrical modifications necessary to divide the building into two separate and independent units. The building alterations will include new electrical services and mechanical systems for separately metered uses and firewalls as required for building separation. Site work will include landscaping, pedestrian accommodations, and modifications to the parking lot layout, resurfacing of the lot and storm water management evaluation to address existing neighborhood drainage problems.
2. **The Interior Health Department Phase** will consist of traditional space planning and design for the approximate 30,542 SF on the west side of the building for use by the Health Department. The Architect will be conscious of the Owners' environmental priorities and will address energy efficiency in all aspects of the design, particularly HVAC and lighting.
3. **The Health Clinic Phase** will consist of traditional space planning and design for the approximate 17,638 SF of the remaining space to be used as a health clinic. The Architect will be conscious of the OWNERS' environmental priorities and will address energy efficiency in all aspects of the design, particularly HVAC and lighting.

OWNERS intend to bid all three phases at the same time.

ARCHITECT shall serve as OWNERS' professional consultant in those assignments to which this Agreement applies, and shall give consultation and advice to OWNERS during the performance of its services. All services shall be performed under the direction of a professional architect registered in the State of Missouri and qualified in the particular field.

#### SECTION 1 - AUTHORIZATION OF SERVICES

1.1 ARCHITECT shall not undertake to begin any of the services contemplated by this agreement until directed in writing to do so by OWNERS. City is currently the sole owner of the property

on which the Project is located. The Health Clinic Phase shall not begin until County has agreed to purchase an ownership interest in the Property. OWNERS may elect to authorize the Exterior Phase and the Interior Health Department Phase as a whole or in parts.

1.2 Authorized work may include services described hereafter as Basic Services or as Additional Services of ARCHITECT.

## SECTION 2 - BASIC SERVICES OF ARCHITECT

2.1 General

2.1.1 Perform professional services as set forth in Attachment A - "Scope of Basic Services", dated January 07, 2002.

2.1.2 The ARCHITECT will designate the following listed individuals as its project team with responsibilities as assigned. The ARCHITECT shall dedicate whatever additional resources are necessary to accomplish the PROJECT within the specified time frame but will not remove these individuals from the assigned tasks for any reason within the control of the ARCHITECT without the written approval of the OWNERS.

<u>Name and Title</u>	<u>Assignment</u>
<u>Rafael Architects, Inc.</u>	
Rafael I. Garcia, AIA, NCARB	Principal-in-Charge
Laura Gagliano, AIA	Project Manager
Rohn Grotenhuis, AIA	Senior Project Designer
Lisa Schmitz	Interior Designer
Ken Plautz	Project Architect
George Knipp	Project Architect
James Haake	Project Architect

The Architect will identify in writing any other individuals who may assume a key project role as the work progresses within the Architects or the Engineers offices.

2.2 Public Art

The OWNERS are committed to enhancing the quality of the community by integrating publicly accessible Art into capital improvement projects. ARCHITECT shall work closely and cooperatively with the OWNERS' ARTIST before and during ARCHITECT's design work to ensure ARTIST's work and any designs or work of Art selected by the OWNERS are incorporated in an appropriate manner into the ARCHITECT's design of the project.

2.2.1 The ARCHITECT shall meet with the ARTIST to discuss the concepts of the ARTIST's work and shall exchange whatever documents are necessary with the ARTIST to ensure the parties understand the requirements of the work of Art and the project.

2.2.2 When the OWNERS have selected an ENGINEER, and again when the OWNERS have selected a CONTRACTOR, the ARCHITECT shall meet with the ENGINEER and CONTRACTOR to ensure all parties understand the concept, scope and construction requirements of the Public Art program and shall exchange with the parties whatever documents are necessary to this end.

2.2.3 Disagreements between the ARCHITECT and ARTIST, ENGINEER, or CONTRACTOR regarding the execution or completion of the work of Art and its incorporation into the project or any element of the project shall be referred to the OWNERS for resolution.

### SECTION 3 - ADDITIONAL SERVICES OF ARCHITECT

#### 3.1 General

If authorized in writing by OWNERS and agreed to in writing by ARCHITECT, ARCHITECT shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

#### 3.1.1 Financial Consultation

Consult with OWNERS' fiscal agents and bond attorneys and provide such data as required for any bond prospectus or other financing requirements

3.1.2 Preliminary or final architectural design of capital facilities except as specifically identified herein.

3.1.3 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.

#### 3.1.4 Extra Services

Services not specifically defined heretofore that may be authorized in writing by OWNERS.

### SECTION 4 - RESPONSIBILITIES OF OWNERS

4.1 Provide full information as to OWNERS' requirements for the PROJECT.

4.2 Assist ARCHITECT by placing at ARCHITECT's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Attachment A - "Scope of Basic Services", dated January 07, 2002.

4.3 Guarantee access to and make all provisions for ARCHITECT to enter upon public and private property as required for ARCHITECT to perform his services under this Agreement.

4.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by ARCHITECT and render in writing decisions pertaining thereto.

4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the PROJECT.

4.6 City, after consulting with County, shall designate an individual as OWNERS' representative. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNERS' policies and decisions with respect to materials, equipment, elements and systems to be used in the PROJECT, and other matters pertinent to the services covered by this Agreement.

4.7 Give prompt written notice to ARCHITECT whenever OWNERS observe or otherwise become aware of any defect in the PROJECT.



4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

4.9 Furnish ARCHITECT data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all of which ARCHITECT may rely upon in performing his services under this Agreement.

#### SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement will become effective upon the first written notice by OWNERS authorizing services hereunder.

5.2 This Agreement shall be applicable to all work assignments authorized by OWNERS subsequent to the date of its execution and shall be effective as to all assignments authorized.

5.3 Work shall be started within fourteen (14) calendar days of Notice to Proceed and completed within 365 calendar days from the issuance of the Notice to Proceed. OWNERS shall have the right to establish performance times for individual phases or elements of the PROJECT by delivering a written schedule setting out the performance times to the ARCHITECT.

#### SECTION 6 - PAYMENTS TO ARCHITECT

6.1 Amount of Payment

6.1.1 For services performed, OWNERS shall pay ARCHITECT the sum of amounts determined as follows:

6.1.1.1 For time spent by personnel, payment at the hourly rates indicated in the "Schedule of Hourly Labor Billing Rates" (Attachment "B", dated January 07, 2002). Such rates include overhead and profit. The schedule is effective to December 31, 2002, and may be revised thereafter.

6.1.1.2 For outside expenses incurred by ARCHITECT, such as authorized travel and subsistence, commercial services, and incidental expenses, the cost to ARCHITECT.

6.1.1.3 For reproduction, printing, long-distance telephone calls, company vehicle usage, testing apparatus, computer services and computer-assisted drafting (CAD), amounts will be charged according to the ARCHITECT's standard rates in effect at the time service is provided.

6.1.1.4 For professional services rendered by others as subcontractor(s) to ARCHITECT such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required or requested by OWNERS, will be billed at the cost to ARCHITECT.

6.1.1.5 For time spent by outside individual professional consultants employed by ARCHITECT in providing services to OWNERS, the cost to ARCHITECT. Expenses incurred by such outside consultants in service to OWNERS shall be reimbursable in accordance with 6.1.1.2 above.

6.1.2 Payment for the Scope of Services described herein **shall not exceed the amounts for each phase of the project as set forth in Attachment B, dated January 7, 2002.**

6.2 Statements: See Notes on the attached "Schedule of Hourly Labor Billing Rates," (See Attachment "C", dated January 07, 2002).

6.3 Payments

6.3.1 City and County shall each be responsible for 50% of the amount due ARCHITECT for services under the Exterior Phase and the Interior Health Department Phase. County shall be responsible for 100% of the amount due ARCHITECT for services under the Health Clinic Phase. The ARCHITECT shall submit to City a progress report and an invoice for services not more than once every month. ARCHITECT shall identify on all statements the phase for which each unit of service was performed. Upon receipt of the invoice and progress report, City shall invoice County for County's share of the amount due ARCHITECT. County will pay City the amount of each uncontested invoice and the uncontested portion of each contested invoice, within fourteen (14) days of receipt of the invoice. City will, as soon as practical, pay the ARCHITECT for the services rendered, provided the OWNERS do not contest the invoice, to the extent of 95% of the uncontested amount earned. Upon completion and acceptance of the final plans by the OWNERS, the 5% of the amounts retained by OWNERS will be paid to the ARCHITECT.

## SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 ARCHITECT'S INSURANCE: The ARCHITECT shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the OWNERS, nor shall the ARCHITECT allow any subcontractor to commence work on its subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and companies satisfactory to the OWNERS, **which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.**

COMPENSATION INSURANCE: The ARCHITECT shall take out and maintain during the life of this contract, Employers' Liability and Worker's Compensation Insurance for all of its employees employed at the site of the work, and in case any work is sublet, the ARCHITECT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the ARCHITECT. Worker's Compensation coverages shall be statutory with minimum limits of \$500,000.00. Employers' Liability minimum limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under the Worker's Compensation Statute, the ARCHITECT shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

COMPREHENSIVE GENERAL LIABILITY INSURANCE: The ARCHITECT shall take out and maintain during the life of this contract such comprehensive general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

**AUTOMOBILE PUBLIC LIABILITY AND PROPERTY:** The ARCHITECT shall maintain during the life of this contract, automobile public liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence and not less than \$150,000.00 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the ARCHITECT's own automobiles, teams and trucks; hired automobiles, teams and trucks; and automobiles both on and off the site of the work.

**PROOF OF CARRIAGE OF INSURANCE:** The ARCHITECT shall furnish the OWNERS with Certificate(s) of Insurance which name the OWNERS as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the OWNERS have made final acceptance of the facility contracted.

**7.1.2 HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, ARCHITECT shall indemnify and hold harmless the OWNERS and their officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of ARCHITECT, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with ARCHITECT or a subcontractor for part of the services), of anyone directly or indirectly employed by ARCHITECT or by any subcontractor, or of anyone for whose acts the ARCHITECT or its subcontractor may be liable, in connection with providing these services except as provided in the Agreement. This provision does not, however, require ARCHITECT to indemnify, hold harmless or defend the OWNERS from their own negligence, except as set out herein.

**7.1.3 Professional Oversight Indemnification**

The ARCHITECT understands and agrees that OWNERS has contracted with ARCHITECT based upon ARCHITECT's representations that ARCHITECT is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, ARCHITECT agrees to defend, indemnify and hold and save harmless the OWNERS from any and all claims settlements and judgments whatsoever arising out of the OWNERS' alleged negligence in hiring or failing to properly supervise the ARCHITECT.

The insurance required by this Agreement shall include coverage which shall meet ARCHITECT's obligations to indemnify the OWNERS as set out above and the OWNERS shall be named as co-insured for such insurance

**7.2 Professional Responsibility**

**7.2.1** ARCHITECT will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional architectural practices. If the ARCHITECT fails to meet the foregoing standard, ARCHITECT will perform at its own cost, and without reimbursement from OWNERS, the professional architectural services necessary to correct errors and omissions which are caused by ARCHITECT's failure to comply with above standard, and which are reported to ARCHITECT within one year from the completion of ARCHITECT's services for the PROJECT.

**7.2.2** In addition, ARCHITECT will be responsible to OWNERS for damages caused by its negligent conduct during its activities at the PROJECT site or in the field.

**7.3 Estimates and Projections**

Estimates and projections prepared by ARCHITECT relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ARCHITECT's experience, qualifications and judgment as a design professional.

Since ARCHITECT has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, ARCHITECT does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by ARCHITECT.

7.4 On-Site Services

PROJECT site visits by ARCHITECT during construction shall not make ARCHITECT responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the plans and specifications.

7.5 Changes

OWNERS shall have the right to make changes within the general scope of ARCHITECT's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the OWNERS and the President or any Principal of the ARCHITECT.

7.6 Suspension of Services

Should OWNERS fail to fulfill their responsibilities as provided under Section 4 to the extent that ARCHITECT is unduly hindered in its services or if OWNERS fail to make any payment to ARCHITECT on account of its services and expenses within ninety (90) days after receipt of ARCHITECT's bill therefor, ARCHITECT may, after giving seven (7) days' written notice to OWNERS, suspend services under this Agreement until OWNERS have satisfied their obligations under this Agreement.

7.7 Termination

Services may be terminated by the OWNERS at any time and for any reason, and by the ARCHITECT in the event of substantial failure to perform in accordance with the terms hereof by the OWNERS through no fault of the ARCHITECT, by seven (7) days' notice. If so terminated, OWNERS shall pay ARCHITECT all uncontested amounts due ARCHITECT for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

7.8 Publications

Recognizing the importance of professional development on the part of ARCHITECT's employees and the importance of ARCHITECT's public relations, ARCHITECT may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ARCHITECT's services for the PROJECT. Such publications will be provided to OWNERS in draft form for OWNERS' advance review. OWNERS will review such drafts promptly and will provide comments to ARCHITECT. OWNERS may require deletion of proprietary data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of ARCHITECT's activities pertaining to any such publication shall be paid entirely by the ARCHITECT.

7.9 Nondiscrimination

During the performance of this Agreement, the ARCHITECT agrees to the following:

7.9.1. The ARCHITECT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The ARCHITECT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action

shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The ARCHITECT agrees to post notices in conspicuous places, available to employees and applicants for employment.

7.9.2 The ARCHITECT shall, in all solicitation or advertisements for employees placed by or on behalf of the ARCHITECT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin.

7.9.3 The ARCHITECT shall comply with all provisions of State and Federal Laws governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

7.10 Successor and Assigns  
OWNERS and ARCHITECT bind themselves and their successors and assigns to the other parties to this Agreement and to the successors and assigns of such other parties, in respect to all covenants of this Agreement; except as above, neither OWNERS nor ARCHITECT shall assign or transfer its interest in the Agreement without the written consent of the other.

7.11 Rights and Benefits  
ARCHITECT's services will be performed solely for the benefit of the OWNERS and not for the benefit of any other persons or entities.

7.12 Entire Agreement  
This Agreement represents the entire and integrated Agreement between the ARCHITECT and OWNERS relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to ARCHITECT's services described herein are superseded.

CITY OF COLUMBIA, MISSOURI

By Raymond A. Beck  
Raymond A. Beck, P.E., City Manager

ATTESTED BY:

By Penny St. Romaine  
Penny St. Romaine, City Clerk

APPROVED AS TO FORM:

By Fred Boeckmann  
Fred Boeckmann, City Counselor  
Henry C. Stoltz Acting

I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 440-8300-538.40-23, 040151, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By Lori B. Fleming  
Lori B. Fleming, Director of Finance

BOONE COUNTY, MISSOURI

Don Stamper  
Don Stamper  
Presiding Commissioner

ATTEST:

Wendy S. Noren  
Wendy Noren, County Clerk

APPROVED AS TO FORM:

John Patton  
John Patton, County Attorney

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

June Pitchford 4040-71103  
June Pitchford, County Auditor 4-11-02

Rafael Architects, Incorporated

ARCHITECT

By Rafael I. Garcia  
Rafael I. Garcia, AIA, NCARB  
President

## ATTACHMENT "A" SCOPE OF BASIC SERVICES

The scope of basic Architectural and Engineering services will include planning, design and construction administration services.

### PROJECT TEAM

The RAI Project Team offers a combined portfolio comprised of experience in design of *healthcare, community agency and public administration facilities*. Foremost we offer the understanding that projects that are publicly funded are of major significance within that specific community.

We will work to maximize every opportunity for you to effectively plan for the future of the Columbia Health Department, maintaining the levels of quality, which support your continued mission, and setting goals with you for an attainable goal.

- Proven team: Rafael Garcia, Rohn Grotenhuis, Laura Gagliano & Lisa Schmitz supported by the entire staff of RAI;
- Experience in all phases of the project design and implementation;
- Consensus building with the Owner and User;
- Multi-departmental and multi-user space planning and design;
- Planning and design for healthcare, community agency, and public administration facilities;
- Proven project approach and efficient resource management that knows when to involve key decision makers; and
- Personal commitment to and genuine interest in improving community service environments;
- The earliest possible identification of all information and constraints that may ultimately come into play on the perfect solution.

Our process has been developed and fine-tuned to uncover every aspect of information possible and to make the best use of the "Brain Trust" involved at the commencement of a project. This process is also designed to make efficient use of time for all involved parties.

### GENERAL SERVICES

We have developed an initial understanding of this project. Based on this understanding, we have identified several key issues to be addressed by the team:

**Identification** - that explores, fosters and translates your service mission through the appearance of your new facility.

**Creative Space Planning** - that energizes the work environment. The plan maximizes efficiency and provides the most value for the dollar.

**Staff Efficiency** - dictates the introduction of features within the design that contribute to an overall healthy environment, reduces stress, minimizes operational cost, and maximizes operational efficiency.

**Specialized Requirements** - recognizing and understanding the unique and specialized needs to bring a well used building up to current requirements in code and life safety, lighting, HVAC; etc.

**Functional requirements** - not only include the flow of work, but also the appropriate systems for the project. Systems include lighting, HVAC, exterior windows, etc.

**Technology** - creates the backbone for efficient office functions. The integration of technology into the design provides for future expansion of systems and modification to layouts.

**Easy Maintenance** - integrating facilities management concepts into building design and related operating systems to provide durability and ease of building systems maintenance.

**Design Standards** - application of local codes other standards as well as ADA requirements.

### PROJECT APPROACH

## I. PRE-DESIGN

### A. Discovery Session –

An extensive on-site group of meetings to introduce a forum for input of any entity that may ultimately have any influence or approval concerning this project. This would include meetings with facility user representatives, City, County and Health Department decision-makers, all RAI Team members, and other appropriate parties.

The session would include tours of your existing offices by the RAI Team. At this point, we will engage in a grass roots approach of getting to know City and Health Department, your people, your distinct dynamics, and missions. From this dialogue, we can work with you to define the goals for your new facility.

Deliverable goods for the Discovery Session include:

1. Pertinent Project Data (site surveys, utility plans, etc.)
2. Building Condition/Site Analysis
3. Preliminary Statement of your Identity
4. A Project Management Plan & Schedule of Activities (from design to construction)
5. A Short and Long-Term Program for operational services, including:

Discovery tasks include the following:

1. Space Standards Analysis - The Team will review space needs assessment prepared by Paulien and Associates in 2000, to verify and update as necessary. Based upon these standards and methods, the RAI Team will work with user representatives to create space adjacencies or develop finalized standards.
2. Space Occupancy Program - Rafael Architects, Inc. will review the existing program which should offer a summary of the square footage planning requirements for the facility, personnel, office, support areas, storage, equipment requirements and circulation factors.
3. Specialty Construction Considerations - Unique construction and program requirements will be evaluated to identify any areas warranting special consideration.
4. Adjacency Diagrams - Rafael Architects, Inc. will prepare adjacency diagrams indicating the desired relationships between the various primary and support functions. These diagrams will be based upon our analysis of departmental functions; work and traffic flow; and lines of communication required for proper function.

## II. Design Implementation

After the Discovery Session, we will proceed to design implementation. Based on our understanding of your required scope of services, we propose the following approach to accomplish the three phases you have defined. Each of these phases will be broken down into a series of Tasks. While each of the phases (I. Exterior appearance, structural and grounds; II. Interior - City/County Health Department; and III. Health Clinic) will have different and distinct Task 1 services, the remaining Tasks will be the same in each Phase.

### A. Phase I: Exterior Appearance, Structural & Grounds

#### Task One - Schematic Design / Preliminary Report

This Task consists of developing options for exterior enhancement, conceptual diagrammatic floor plans, site and landscape plan and preparing a preliminary cost estimate associated with the concept design. Again, all alternatives will be based on the information and input gathered in the prior "Discovery Session".

Deliverables of this effort would include:

1. A building schematic;
2. A preliminary construction cost estimate;
3. Conceptual architectural design alternatives; and
4. Site plan alternatives.



### **Task Two – Design Implementation / Construction Documents and Bid Services**

This Task consists of implementation of the preferred design alternative into documents suitable for permitting:

1. Preparation of Construction Documents
2. Quality Assurance Reviews
3. Final coordination of all disciplines
4. Final Cost Estimate
5. Incorporation of design comments and pricing input from consultants, as applicable

And for bidding by contractors:

1. Distribute Bid Documents to qualified bidders (including addenda, as required)
2. Respond to any questions/clarifications of bidders
3. Assist Owners in Pre-Bid conference
4. Assist Owners in bid reviews & contract initiation
5. Presentation/Approval by Owners' representatives

### **Task Three – Construction Administration Services**

This Task consists of the services provided during construction including:

1. Review of shop drawings, submittals, samples, mock-ups, etc.
2. Review Construction Schedule; Report Changes to Owners' representatives
3. Periodic Site Inspections
4. Submit Field Reports to Owners representatives
5. Review of Contractor Pay Applications
6. Inspections for Substantial Completion and final closeout

## **B. Phase II: Interior City/County Health Department**

### **Task One - Schematic Design / Preliminary Report**

A. Space Plan Design: Space plan designs will be created based on review of the Existing Program.

Deliverables to be included:

1. Blocking Diagrams -- Blocking plans depict in diagrammatic form the adjacencies and individual relationships between the various primary and ancillary support functions.
2. Planning Concepts -- Based upon the program information and the Team's analysis of the user's overall requirements, planning concepts will be developed which depict the overall organization of space and the relationship of enclosed areas (private offices, auxiliary and support areas, etc.) to storage areas (entry areas, etc.).

B. These planning concepts will be further developed for final space plans (including additional concepts and areas) for renovation. The plans will include the following:

1. Furniture layouts.
2. Wall locations indicating door swings, openings and special wall or door types.
3. Identification of special areas.
4. Summary of information including total square footage requirements, allocation of square feet by use.

C. Cost Estimates and Analyses -- Planning concepts will be accompanied by costs and pros/cons.

D. Layouts will be reviewed with each user in preliminary form and revised as necessary for final approval. Upon completion of schematic design and owner acceptance, the RAI Team will continue with typical design, production and construction administration services.

### **Task Two – Design Implementation / Construction Documents and Bid Services**

This Task consists of implementation of the preferred design alternative into documents suitable for permitting:

1. Preparation of Construction Documents
2. Quality Assurance Reviews
3. Final coordination of all disciplines
4. Final Cost Estimate
5. Incorporation of design comments and pricing input from consultants, as applicable

And for bidding by contractors:

1. Distribute Bid Documents to qualified bidders (including addenda, as required)
2. Respond to any questions/clarifications of bidders
3. Assist Owners in Pre-Bid conference
4. Assist Owners in bid reviews & contract initiation
5. Presentation/Approval by Owners' representatives

### **Task Three – Construction Administration Services**

This Task consists of the services provided during construction including:

1. Review of shop drawings, submittals, samples, mock-ups, etc.
2. Review Construction Schedule; Report Changes to Owners' representatives
3. Periodic Site Inspections
4. Submit Field Reports to Owners' representatives
5. Review of Contractor Pay Applications
6. Inspections for Substantial Completion and final closeout

### **C. Phase III: Health Clinic**

#### **Task One - Schematic Design / Preliminary Report**

- A. Space Plan Design: Space plan as required for the future Tenant.
- B. These planning concepts will be further developed for final space plans (including additional concepts and areas) for renovation. The plans will include the following:
  1. Furniture layouts.
  2. Wall locations indicating door swings, openings and special wall or door types.
  3. Identification of special areas.
  4. Summary of information including total square footage requirements, allocation of square feet by use.
- C. Cost Estimates and Analyses -- Planning concepts will be accompanied by costs and pros/cons.
- D. Layouts will be reviewed with each user in preliminary form and revised as necessary for final approval. Upon completion of schematic design and owner acceptance, the RAI Team will continue with typical design, production and construction administration services.

#### **Task Two – Design Implementation / Construction Documents and Bid Services**

A. This Task consists of implementation of the preferred design alternative into documents suitable for permitting:

1. Preparation of Construction Documents
2. Quality Assurance Reviews
3. Final coordination of all disciplines
4. Final Cost Estimate
5. Incorporation of design comments and pricing input from consultants, as applicable

And for bidding by contractors:

1. Distribute Bid Documents to qualified bidders (including addenda, as required)
2. Respond to any questions/clarifications of bidders

3. Assist COUNTY in Pre-Bid conference
4. Assist COUNTY in bid reviews & contract initiation
5. Presentation/Approval by COUNTY representatives

**Task Three – Construction Administration Services**

This Task consists of the services provided during construction including:

1. Review of shop drawings, submittals, samples, mock-ups, etc.
2. Review Construction Schedule: Report Changes to COUNTY representatives
3. Periodic Site Inspections
4. Submit Field Reports to COUNTY representatives
5. Review of Contractor Pay Applications
6. Inspections for Substantial Completion and final closeout

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the February Adjourned

Term. 20 02

In the County Commission of said county, on the 4<sup>th</sup> day of April 20 02


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

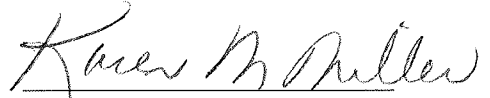
Now on this day, the County Commission of the County of Boone does hereby approve the Health Facility Agreement between the County of Boone and City of Columbia. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 4<sup>th</sup> day of April, 2002.

  
Don Stamper  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

## HEALTH FACILITY AGREEMENT

THIS AGREEMENT is entered into this 4 day of APRIL, 2002, between the City of Columbia, Missouri, a municipal corporation ("City") and the County of Boone, Missouri, a political subdivision of the state of Missouri ("County").

WHEREAS, City has operated a Health Department for years in order to prevent disease and assess, monitor and improve the health of the community; and

WHEREAS, City and County have entered into a number of annual agreements whereby the County provides funding for the City to provide a wide variety of health related services to the residents of Boone County, including residents living outside the city limits of Columbia; and

WHEREAS, the Health Department is in great need of additional space for its operation; and

WHEREAS, City is meeting the space needs of the Health Department by purchasing, for the sum of \$1,200,000, a 5.2 acre tract of land located at 1005 West Worley Street including a 48,180 square feet structure that was previously used as a grocery store; and

WHEREAS, the 48,180 square feet structure contains more space than is currently needed by the Health Department; and

WHEREAS, County wishes to purchase an interest in the Worley Street property and to share the renovation and operational costs of the Health Department with the City; and

WHEREAS, the County wishes to provide space for the Family Health Center of Boone County.

NOW, THEREFORE, the parties agree as follows:

### ARTICLE I DEFINITIONS

Sec. 1.1. As used in this agreement, the following words and terms have the following meanings:

"Act" means the Uniform Condominium Act, Sections 448.1-101 to 448.4-120, RSMo and any successor statute.

"Building" means the 48,180 square feet structure on the Property that was previously used as the Nowell's grocery store.

“Common Elements” means those parts of the Property either described in the Act as being Common Elements or described in the Declaration or in the Plats and Plans as being Common Elements.

“Declaration” means the Declaration of Condominium of the Columbia/Boone County Health Department Condominium.

“Health Department” means the department of the City of Columbia government known as the “City Health Department” or the “Columbia/Boone County Health Department.”

“Plats and Plans” means the Plats and Plans recorded with the Declaration.

“Property” means the real estate located at 1005 West Worley Street which is further described in Section 2.1 of this agreement.

“Unit 1” means Unit One of the proposed Columbia/Boone County Health Department Condominium consisting of the west 30,542 square feet of the Building.

“Unit 2” means Unit Two of the proposed Columbia/Boone County Health Department Condominium consisting of the east 17,638 square feet of the Building.

## ARTICLE II. CREATION OF CONDOMINIUM; SALE OF UNITS

Sec. 2.1. The City shall create a two unit condominium on Lot 1 of Highland Park Addition, Block VII, a 3.99 acre tract of real estate located at 1005 West Worley Street. The condominium shall be created by recording a “Declaration of Condominium of the Columbia/Boone County Health Department Condominium” substantially in the form of Exhibit 1 which is attached to this agreement. The Declaration shall be recorded no later than one month following substantial completion of the renovation of the Building unless both parties agree to an extension of time for recording the Declaration.

Sec. 2.2. After the condominium has been created, the City agrees to sell and the County agrees to buy, upon the terms and conditions set forth in this agreement, an undivided one-half interest in Unit 1.

Sec. 2.3. After the condominium has been created, City agrees to sell and the County agrees to buy, upon the terms and conditions set forth in this agreement, Unit 2.

Sec. 2.4. County waives the requirement of an original sale certificate.

Sec. 2.5. The purchase price for the real estate to be conveyed pursuant to Sections 2.2 and 2.3 shall be \$ 724,074, which shall be paid upon execution of this agreement.

Sec. 2.6. The closing of the sale of the real estate to be conveyed pursuant to Sections 2.2 and 2.3 shall be held within thirty (30) days of the creation of the condominium at a

time to be agreed upon by the parties. The closing shall take place at the office of the City Manager, Daniel Boone Building, 701 East Broadway, Columbia, MO or at such other place as the parties may agree.

Sec. 2.7. All provisions of this agreement other than the provisions relating solely to the initial sale of real estate pursuant to this Article shall survive and remain in effect after the closing of the property.

### ARTICLE III. USE, SALE AND LEASE OF PROPERTY

Sec. 3.1. Parties agree to be bound by the restrictions on the use, sale and lease of the property set forth in Article VII of the Declaration.

Sec. 3.2. The City has entered into an agreement with Columbia Farmers Market, Inc. allowing Farmers Market to operate a farmers market on a temporary basis on the paved parking lot on the west side of the Building. This agreement expires on October 30, 2002 and shall not be renewed or extended without the consent of the County.

Sec. 3.3. In consideration of County's payment of the purchase price upon execution of this agreement under Section 2.5, City agrees that it will make no interim use of the property without the County's consent.

### ARTICLE IV. GOVERNANCE OF CONDOMINIUM

Sec. 4.1. Parties agree to adopt the Bylaws of the Unit Owners Association of the Columbia/Boone County Health Department Condominium substantially in the form of Exhibit 2 which is attached to this agreement.

### ARTICLE V. UNIT 1 COMMITTEE

Sec. 5.1. A four member Unit 1 Committee is established consisting of two members appointed by the Columbia City Council and two members appointed by the Boone County Commission. The Committee shall begin to function after an interest in Unit 1 is conveyed to the County. Committee members shall serve at the pleasure of their appointing authority. The term of office for each Committee member shall be one year and until the member's successor has been appointed. Members of the Executive Board of the Unit Owners Association of the Columbia/Boone County Health Department Condominium are eligible to serve as members of the Unit 1 Committee.

Sec. 5.2. The City Manager shall be entitled to attend all meetings of the Unit 1 Committee and shall act as secretary for the Committee. The City Manager shall maintain an official permanent record of the actions of the Committee. All minutes of meetings shall be subject to the approval of the Committee.

Sec. 5.3. The Unit 1 Committee shall meet from time to time and at such places as the chairman or any two members may direct. Three members of the Committee shall

constitute a quorum for the transaction of business.

Sec. 5.4. The Unit 1 Committee shall advise and make recommendations to the County Commission, City Council and City Manager concerning use, maintenance and improvements of Unit 1. The Committee shall be advisory in nature and is not empowered to bind or obligate the City or County legally, financially or in any other manner.

#### ARTICLE VI. HEALTH FACILITY COMMITTEE

Sec. 6.1. A temporary five-member Health Facility Committee is established consisting of the City's Director of Health Services, who shall chair the committee, the City's Director of Public Works, one member appointed by the City and two members appointed by the County. Committee members shall serve at the pleasure of their appointing authority. Parties agree to appoint members to the Health Facility Committee as soon as possible after the execution of this agreement. The Health Facility Committee is an interim committee formed to assist and advise the City Council and County Commission on matters related to the renovation of the Building and site improvements to the Common Elements. The Committee shall cease to exist when Unit 2 and an interest in Unit 1 have been conveyed from the City to the County.

#### ARTICLE VII. RENOVATION OF BUILDING AND IMPROVEMENT OF COMMON ELEMENTS

Sec. 7.1. The provisions of this Article shall apply to the initial renovation of the Building and the initial improvements to the Common Elements.

Sec. 7.2. The County shall, at its cost, provide for such renovation of the interior of Unit 2 as it determines is necessary or desirable.

Sec. 7.3. City and County have contracted with an architect to develop plans for renovation of the exterior of the Building, the mechanical system of the Building, the interior of Units 1 and 2 and site improvements for the Common Elements. The City's Director of Public Works shall serve as the parties' representative in dealing with the architect and contractor. The Health Facility Committee shall work with the architect in developing the plans for the exterior of the Building, the mechanical system of the Building, the interior of Unit 1 and site improvements for the Common Elements. The County shall designate a person or persons to work with the City's Director of Public Works and the architect in developing plans for Unit 2. After the plans have been completed, the Health Facility Committee shall forward the plans to the County Commission and the City Council with its recommendations.

Sec. 7.4. Plans for the renovation of the exterior of the Building, the mechanical system of the Building, the interior of Unit 1 and site improvements for the Common Elements, are subject to the approval of the Boone County Commission and the Columbia City



Council.

Sec. 7.5. Plans for renovation of the Building shall include construction of a firewall between Unit 1 and Unit 2 and separate HVAC systems for the units. Utilities for the units shall be metered and billed separately.

Sec. 7.6. All renovations of the Building shall be in accordance with the Building Code of Columbia, Missouri and all other applicable City ordinances.

Sec. 7.7. Exterior renovation costs that can be apportioned to either Unit 1 or Unit 2 (for example, separate bid items on a contract or a roof repair on the roof over only one of the units) shall be apportioned to the appropriate unit. All other costs shall be apportioned between the units on a proportionate basis (63.39% for Unit 1; 36.61% for Unit 2).

Sec. 7.8. County shall pay all costs for renovation of Unit 2 including exterior work and mechanical system work, architect design and separate utilities.

The estimated costs for these items are as follows:

<u>ITEM</u>	<u>ESTIMATED COST</u>
● Renovation costs (includes exterior work, one-half of cost of construction of firewall and mechanical system work)	\$ 1,058,280
● Architect design	79,700
● Separate utilities	14,755
	<u>\$ 1,152,735</u>

Sec. 7.9. County and City shall each pay 50% of the cost of the following items related to Unit 1:

<u>ITEM</u>	<u>ESTIMATED COST</u>
● Renovation costs (includes exterior work, one-half of cost of construction of firewall and mechanical system work)	\$ 1,832,520
● Architect design	138,000
● Fiber optics and telecommunications equipment	50,000
● Modular furniture	285,000
● Separate utilities	25,551
	<u>\$ 2,331,071</u>

Sec. 7.10. County and City shall each pay 50% for public art for the Unit 1 Property under the City's Percent for Art program.

Sec. 7.11. County shall pay 68% and City shall pay 32% of the costs of the site improvements for the Common Elements including sidewalk costs and parking lot renovation costs. The estimated cost of these items is \$ 18,000.

Sec. 7.12. City will contract for the construction of the firewall, for renovation work on Unit 1, for mechanical system work for Unit 1 and Unit 2, for the exterior building renovations and for site improvements for the Common Elements following its public improvement process. City may contract for other services following its purchasing policies.

Sec. 7.13. County and City shall each pay 50% of the closing costs of the City's purchase of the Property, costs of creating a condominium and expenses of moving the Health Department. The estimated cost of these items is \$6,000.

Sec. 7.14. City shall not contract for any of the items set forth in this Article without the prior approval of County if the contract amount would cause the cost to exceed the estimates set forth in this Article. If the contract amounts are lower than the estimates, those contract amounts shall supercede or replace the estimates as the amount the parties are responsible for paying.

Sec. 7.15. The agreements made in Article VII are agreements for the allocation of financial responsibility between the City and County. No agreements or contracts for the renovation of the building shall be executed until and unless the City and County have appropriated funds for the complete renovation of the building.

#### ARTICLE VIII. HEALTH DEPARTMENT BUILDING MAINTENANCE

Sec. 8.1. City and County will share the building maintenance and utility costs that are routinely included in the City's annual Health Department budget. Each party's share of the cost will be determined by the percent of Boone County population residing inside and outside of the Columbia city limits. (For example, if 62% of Boone County residents reside within Columbia, City would pay 62% of building maintenance cost.) Annually, during budget preparation, population projections will be reviewed and adjustments to the budget will be made accordingly.

#### ARTICLE IX. UNIT 1 MAINTENANCE AND IMPROVEMENT COSTS

Sec. 9.1. The provisions of this Article shall apply to maintenance and improvement costs for Unit 1 that are not included in the initial renovations and improvements described in Article VII and that are not routinely included in the annual Health Department budget.

Sec. 9.2. The Unit 1 Committee may initiate and shall review all proposals for extraordinary maintenance and improvements of Unit 1 and make its recommendations to the County Commission and City Council. All extraordinary maintenance of and improvements to Unit 1 shall require the approval of the County Commission and the

City Council.

Sec. 9.3. All costs for extraordinary maintenance and improvements to Unit 1 shall be divided evenly between the County and the City unless otherwise agreed to by the parties.

#### ARTICLE X. TERMINATION OF CONDOMINIUM

Sec. 10.1. Either party may initiate a termination of the condominium by giving written notice to the other party of its desire to terminate the condominium.

Sec. 10.2. After notice is given, the parties shall cooperate in taking all actions required under the Act to terminate a condominium.

Sec. 10.3. Unless the parties agree otherwise, the termination of the condominium shall not occur less than one year from the time the notice is received and shall not occur less than one hundred eighty (180) days before the beginning of the next succeeding fiscal year of the party upon whom notice is served.

Sec. 10.4. After the notice described in Sec. 10.1 has been given, the parties shall have the Property appraised. If the parties agree on an appraiser, they shall divide the cost of the appraisal equally. If the parties do not agree on an appraiser, each party shall retain and pay its own appraiser. The appraised value shall be the average of the two appraisals. If either party shall object to the appraised value being the average of the two appraisals, it may elect at its own expense to require the two appraisers to select a third appraiser who shall appraise the Property. Appraised value shall then be the average of the three appraisals.

Sec. 10.5. The party initiating the termination shall offer to buy the other party's interest in the Property, offer to sell its interest in the Property to the other party or make some other offer on dividing or disposing of the Property. If the Property is sold pursuant to this section, the sales price shall be the appraised value as determined by Sec. 10.4. If the City buys the County's interest in the Property, it shall pay County 68% of the appraised value of the Property. If the County buys the City's interest in the Property, it shall pay City 32% of the appraised value of the Property.

Sec. 10.6. If the parties are unable to reach an agreement on the sale or division or other disposition of the Property, they shall offer the Property for sale on the open market. If the parties are unable to agree on the manner of offering the Property for sale on the open market, either party may initiate a partition action in the Circuit Court of Boone County, Missouri.

Sec. 10.7. Any lease of any portion of the Property entered into after the execution of this agreement shall terminate upon termination of the condominium. Any lease of the Property entered into after the execution of this agreement shall provide that the lease shall be terminated upon termination of the condominium.

ARTICLE XI. MISCELLANEOUS

Sec. 11.1. Notice under this agreement shall be given in writing and may be hand delivered, sent by US Mail or faxed as follows:

If delivered to City:  
City of Columbia  
City Manager  
PO Box 6015  
Columbia, MO 65205  
FAX: 874-7539

If delivered to County:  
Boone County  
Presiding Commissioner  
801 East Walnut  
Columbia, MO 65201  
FAX: 886-4311

A party may change the address to which, fax number to which or official to whom notice is to be given by giving notice of such change to the other party.

Sec. 11.2. This agreement is for the sole benefit of the County and City. Nothing in this agreement is intended to confer any rights or remedies on any third party.


Sec. 11.3. Neither party shall assign, lease or convey its interest in the Property or assign its interest in this agreement to any third party without the written consent of the other party. Any such assignment, lease or conveyance shall not relieve a party from its obligations to the other party under this agreement.

Sec. 11.4. This agreement shall take effect upon its execution by both parties and shall remain in effect until either party no longer retains an interest in the Property or until this agreement is terminated by mutual agreement of the parties.


Sec. 11.5. This agreement shall be recorded in the office of the Recorder of Deeds of Boone County, Missouri.

IN WITNESS WHEREOF, the parties hereto have executed the agreement on the day and year first above written.


CITY OF COLUMBIA, MISSOURI

BY:   
Raymond A. Beck, City Manager

ATTEST:

  
Penny St. Romaine, City Clerk

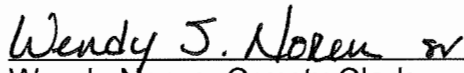
APPROVED AS TO FORM:

  
Fred Boeckmann, City Counselor  
*Henry C. Stoltz Acting*

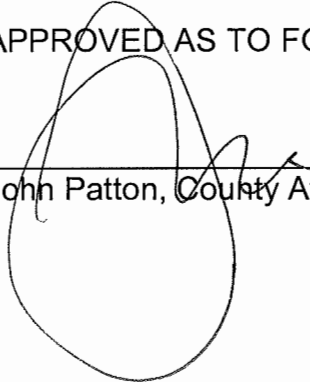
BOONE COUNTY, MISSOURI

  
Don Stamper  
Presiding Commissioner

ATTEST:

  
Wendy Noren, County Clerk

APPROVED AS TO FORM:

  
John Patton, County Attorney

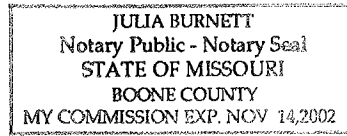
STATE OF MISSOURI     )  
  )ss.  
COUNTY OF BOONE     )

On this 4<sup>th</sup> day of April, 2002, before me appeared Raymond A. Beck, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

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

Julia Burnett  
Notary Public

My commission expires: 11-14-02

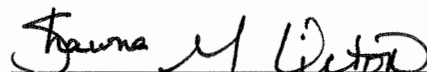


STATE OF MISSOURI     )  
  )  
  )     ss.  
COUNTY OF BOONE     )

On this 4 day of APRIL, 2002, before me, a Notary Public in and for said state, personally appeared Don Stamper, Presiding Commissioner of Boone County, Missouri, who being by me duly sworn, acknowledged that said instrument was signed in behalf of Boone County, Missouri, by authority of the County Commission and further acknowledged that he executed the same as the free act and deed of the County.


IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

(SEAL)  
SHAWNA M. VICTOR  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires October 14, 2005


  
\_\_\_\_\_  
Notary Public  
SHAWNA M VICTOR

My commission expires 14 OCTOBER 2005.

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

  
\_\_\_\_\_  
June Pitchford, County Auditor

I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 440-8800-538.49-90-240151, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

  
\_\_\_\_\_  
Lori B. Fleming, Director of Finance 97

**DECLARATION OF CONDOMINIUM OF THE COLUMBIA/BOONE COUNTY  
HEALTH DEPARTMENT CONDOMINIUM**

The City of Columbia, Missouri, a municipal corporation, as the owner in fee simple of Lot 1 of Highland Park Addition, Block VII, as shown on the plat thereof recorded in Plat Book 6, Page 46 of the records of the Boone County Recorder of Deeds, declares on this \_\_\_\_\_ day of \_\_\_\_\_, 2002 as follows:

**ARTICLE I. DEFINITIONS**

Section 1.1. As used in this Declaration, the following words and terms have the following meanings:

“Act” means the Uniform Condominium Act, Sections 448.1-101 to 448.4-120, RSMo and any successor statute.

“Association” means the Unit Owners Association of the Columbia/Boone County Health Department Condominium, an unincorporated association consisting of the Unit owners of the Condominium.

“Bylaws” means the Bylaws of the Unit Owners Association of the Columbia/Boone County Health Department Condominium.

“Common Elements” means those parts of the Property either described in the Act as being Common Elements or described in this Declaration or in the Plats and Plans as being Common Elements.

“Common Expenses” means expenditures made by or financial liabilities of the Association together with any allocations to reserves.

“Condominium” means the Columbia/Boone County Health Department Condominium described in this Declaration and the Plats and Plans.



“Condominium Documents” includes the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

“Declarant” means the City of Columbia, Missouri.

“Declaration” means this document, as it may be amended from time to time.

“Executive Board” means the Executive Board of the Association.

“Limited Common Elements” means those parts of the Property either described in the Act as Limited Common Elements or described in this Declaration as Limited Common Elements.

“Plats and Plans” means the Plats and Plans recorded with this Declaration as such may be amended from time to time, reduced photocopies of which are attached hereto as Exhibit A.

“Property” means Lot 1 of Highland Park Addition, Block VII, as shown on the plat thereof recorded in Plat Book 6, Page 46 of the records of the Boone County Recorder of Deeds.

“Rules and Regulations” means such Rules and Regulations as are promulgated by the Executive Board from time to time with respect to the use of all or any portion of the Property.

“Unit” means a physical portion of the Condominium created by this Declaration or any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article III.

## **ARTICLE II. SUBMISSIONS**

- 2.1 Declarant, the owner in fee simple of the Property, situated in Boone County, Missouri, hereby submits the Property to the provisions of the Uniform Condominium Act. The provisions of the Act shall apply to and govern the operation of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.
- 2.2 The Condominium consists of two Units as depicted on the plat.
- 2.3 Declarant does not reserve the right to create additional Units.
- 2.4 The name of the Condominium is “Columbia/Boone County Health Department Condominium.”

## **ARTICLE III. UNIT BOUNDARIES**

- 3.1 The vertical boundary lines of each Unit are as shown on the plat and are intended to be

the centerline of the wall between the Units and the outermost projection of the existing building structure.

3.2 There are no horizontal boundary lines.

#### **ARTICLE IV. MAINTENANCE**

4.1 The Association is responsible for maintenance, repair and replacement of the Common Elements and Limited Common Elements.

4.2 Each Unit owner is responsible for maintenance, repair and replacement of its Unit.

4.3 Electric, gas and water service will be separately metered for each Unit. Each Unit owner will be responsible for the cost of all utility service furnished to its Unit.

#### **ARTICLE V. COMMON ELEMENTS**

5.1 The Common Elements include all portions of the Condominium other than the Units.

5.2 The Association may allocate parking spaces to particular Units as Limited Common Elements.

#### **ARTICLE VI. ALLOCATION OF PERCENTAGE INTEREST, COMMON EXPENSES AND VOTING RIGHTS**

6.1 Unit 1 shall have a 63.39% undivided interest in the Common Elements of the Association. Unit 2 shall have a 36.61% undivided interest in the Common Elements of the Association. These percentage interests were determined by dividing the approximate square footage of each Unit as of the date of this Declaration by the total square footage of both Units of the Condominium.

6.2 Unit 1 shall be liable for 63.39% of the Common Expenses of the Condominium. And Unit 2 shall be liable for 36.61% of the Common Expenses of the Condominium. These percentage liabilities were determined by dividing the approximate square footage of each Unit as of the date of this Declaration by the total square footage of both Units of the Condominium.

6.3 One vote shall be allocated to each Unit to permit equality between Units.

#### **ARTICLE VII. RESTRICTIONS ON USE, SALE AND LEASE OF UNITS**

7.1 All Units are restricted to nonresidential use. Unit 1 shall be used solely for the Columbia/Boone County Health Department. Unit 2 is intended to be leased to Family

Health Center of Boone County, a Missouri not-for-profit corporation, for use as a health clinic. If the unit is not used as a health clinic, it may be used for any governmental purposes that are consistent with general office use. No other use of the Units may be made without the express permission of 100% of all owners of each Unit.

- 7.2 A portion of the Common Element is leased by the Boone County National Bank for use as an ATM. This lease may be renewed only with the consent of the owners of both Units. The income from this lease shall be used to pay a portion of the Common Expenses of the Association.
- 7.3 No Unit owner may obstruct the Common Elements in any way. No Unit owner may store anything on the Common Elements without the consent of the Association.
- 7.4 No Unit owner may place any garbage, trash or rubbish anywhere on the Common Elements except as may be designated for such purpose by the Association.
- 7.5 No Unit owner may have any sign on the Property that has not been approved by the Association and that is not in compliance with Chapter 23 of the Code of Ordinances of the City of Columbia, and any successor ordinance.
- 7.6 The Association may promulgate reasonable Rules and Regulations, not in conflict with this Declaration, concerning the use and enjoyment of the Property.
- 7.7 The owner of each Unit shall be responsible for maintaining the Unit in good order and repair at the owner's expense.
- 7.8 The owner of a Unit shall not alter in any way any exterior portion of the Unit without the prior consent of the Association.
- 7.9 A Unit owner may not sell, convey or lease the Unit without the written consent of 100% of all owners of each Unit.

#### **ARTICLE VIII. INSURANCE**

- 8.1 The Association shall maintain as a Common Expense such insurance as the Executive Board deems appropriate.

#### **ARTICLE IX. APPLICABILITY OF CONDOMINIUM**

- 9.1 Each present and future owner, lessee and occupant of a Unit shall be subject to and comply with the provisions of the Act and with the covenants, conditions and restrictions set forth in the Condominium Documents.

- 9.2 Entering into a lease or entering into occupancy of a Unit shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents are accepted and ratified by the lessee or occupant.
- 9.3 Every lease of a Unit shall contain a provision stating that the lessee is subject to the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents.
- 9.4 All covenants, conditions and restrictions set forth in the Condominium Documents are covenants running with the land and shall bind any person having at any time any interest or estate in a Unit.
- 9.5 The Association and any person having any ownership interest in any Unit shall have a right of action against any Unit owner or tenant who fails to comply with any of the provisions of the Condominium Documents. An aggrieved Unit owner shall have a similar right of action against the Association.

#### **ARTICLE X. BUDGET**

- 10.1 The Executive Board shall adopt a proposed budget at least two months before the beginning of the Association's Fiscal Year in accordance with procedures and guidelines set forth in the Bylaws. The budget must be approved by the affirmative vote of at least three Board members.

#### **ARTICLE XI. ASSESSMENTS**

- 11.1 The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, for each fiscal year, the sums necessary and adequate to provide for the Common Expenses for the fiscal year. The Executive Board in accordance with the Bylaws shall have the power to levy a monthly assessment against each Unit sufficient to pay the estimated Common Expenses for the fiscal year.
- 11.2 If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year, the Executive Board shall have the power, at any time it deems necessary and proper, to levy one or more special assessments against each Unit owner. Special assessments shall be due and payable in the manner and on the date set forth in the notice thereof.
- 11.3 Each Unit owner shall pay all assessments levied by the Association. Liability for such assessments shall be determined in accordance with the Bylaws. Assessments that are unpaid for over thirty (30) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid.

11.4 No Unit owner may exempt itself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of its Unit or otherwise.

**ARTICLE XII. AMENDMENT OF DECLARATION**

12.1 This Declaration may be amended only by a vote of 100% of the Unit owners.

**ARTICLE XIII. TERMINATION**

13.1 The Condominium may be terminated in accordance with the provisions of Section 448.2-118 of the Act or any successor statute.

**ARTICLE XIV. GENERAL PROVISIONS**

14.1 The headings used in this Declaration are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

14.2 The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions unless such deletions shall destroy the uniform plan of development and operation of the Condominium project which this Declaration is intended to create.

14.3 This Declaration shall become effective when it has been recorded.

IN WITNESS WHEREOF, the Declarant, by Raymond A. Beck, its City Manager, duly authorized, has caused this Declaration to be duly executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

CITY OF COLUMBIA, MISSOURI

BY: \_\_\_\_\_  
Raymond A. Beck, City Manager

ATTEST:

\_\_\_\_\_  
Penny St. Romaine, City Clerk



**BYLAWS OF THE UNIT OWNERS ASSOCIATION OF THE  
COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT CONDOMINIUM**

These Bylaws are adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by the Unit Owners Association of the Columbia/Boone County Health Department Condominium.

**ARTICLE I. DEFINITIONS**

1.1 As used in these Bylaws, the following words and terms have the following meanings:

“Act” means the Uniform Condominium Act, Sections 448.1-101 to 448.4-120, RSMo and any successor statute.

“Association” means the Unit Owners Association of the Columbia/Boone County Health Department Condominium, an unincorporated association consisting of the Unit owners of the Condominium.

“Bylaws” means the Bylaws of the Unit Owners Association of the Columbia/Boone County Health Department Condominium.

“Common Elements” means those parts of the Property either described in the Act as being Common Elements or described in the Declaration or in the Plats and Plans as being Common Elements.

“Common Expenses” means expenditures made by or financial liabilities of the Association together with any allocations to reserves.

“Condominium” means the Columbia/Boone County Health Department Condominium described in the Declaration and the Plats and Plans.

“Condominium Documents” includes the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

“Declarant” means the City of Columbia, Missouri.

“Declaration” means the Declaration of Condominium of the Columbia/Boone County Health Department Condominium, as it may be amended from time to time.

“Executive Board” means the Executive Board of the Association.

“Limited Common Elements” means those parts of the Property described in the Act or the Declaration as Limited Common Elements.

“Plats and Plans” means the Plats and Plans recorded with the Declaration.

“Property” means Lot 1 of Highland Park Addition, Block VII, as shown on the plat thereof recorded in Plat Book 6, Page 46 of the records of the Boone County Recorder of Deeds.

“Rules and Regulations” means such Rules and Regulations as are promulgated by the Executive Board from time to time with respect to the use of all or any portion of the Property.

“Unit” means a physical portion of the Condominium created by the Declaration or any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article III of the Declaration.

## ARTICLE II. THE ASSOCIATION

- 2.1 The Association is an unincorporated association comprised of all Unit owners of the Condominium. A person shall become a member of the Association automatically at the time the person acquires legal title to a Unit. The person shall continue to be a member for as long as the person holds title to the Unit. A Unit owner shall not be permitted to resign from membership in the Association before transferring title to the Unit to another. Membership may be transferred only by transfer of title to the Unit to which the membership pertains.

## ARTICLE III. ASSOCIATION MEETINGS

- 3.1 The Association shall hold an annual meeting in January of each year at a date, time and place designated by the Executive Committee. Special meetings of the Association may be called by the president or by any Executive Board member or owner. Not less than ten nor more than sixty days in advance of any meeting, the secretary shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove a director or officer.
- 3.2 Owners of both Units must be present at all times in order to constitute a quorum for the transaction of business.
- 3.3 Each Unit of the Condominium is allocated one vote in the Association. Fractional votes may not be cast. If only one of the multiple owners of a Unit is present at a meeting of the Association, that owner is entitled to cast the vote allocated to the Unit. If more than one of the multiple owners are present, the vote allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. Voting by proxy shall be allowed in accordance with Section 448.3-110 of the Act.



- 3.4 The president shall preside over all meetings of the Association. The secretary shall keep minutes of each meeting and shall keep records of all resolutions adopted and all transactions occurring at a meeting.

#### ARTICLE IV. EXECUTIVE BOARD

- 4.1 The affairs of the Association shall be governed by the Executive Board. The Executive Board shall consist of four (4) members over the age of eighteen. For such time as the City of Columbia and Boone County are the sole owners of Units of the Condominium, two members of the Executive Board shall be appointed by the Boone County Commission and two members shall be appointed by the Columbia City Council. Executive Board members shall serve at the pleasure of their appointing authority. The term of office for each Executive Board member shall be one year and until the member's successor has been appointed. The Executive Board may fill vacancies in its membership for the unexpired portion of any term. The manner of appointing members to the Executive Board shall be modified if a fee interest in either Unit of the Condominium is conveyed to any party other than the City of Columbia or Boone County.
- 4.2 The Executive Board shall hold an annual meeting to elect officers immediately following the annual meeting of the Association. The Executive Board shall hold meetings at the call of the president or upon request to the president of any two members of the Executive Board. The president shall designate the time and place of Executive Board meetings.
- 4.3 Not less than forty-eight (48) hours before any Executive Board meeting, a written notice stating the date, time and place of such meeting shall be delivered, either by hand, by mail or by electronic mail, to each Executive Board member at the address given to the Executive Board by such Executive Board member for such purpose. Any Executive Board member may waive notice of a meeting. An Executive Board member's attendance at a meeting shall constitute the member's waiver of notice of such meeting.
- 4.4 Three (3) members shall constitute a quorum for the transaction of business, and the votes of three (3) members shall be required to take any action. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.
- 4.5 The president shall preside over all meetings of the Executive Board. The secretary shall keep minutes of each meeting and shall keep records of all resolutions adopted and all transactions occurring at a meeting.
- 4.6 The Unit owners, by a two-thirds majority vote, of all persons present and entitled to vote at any meeting of the Unit owners at which a quorum is present, may remove any member

of the Executive Board.

- 4.7 Executive Board members shall serve without compensation.
- 4.8 The Executive Board shall have all of the powers and duties granted by the Act. Nothing in this section or elsewhere in these Bylaws shall be considered to grant the Executive Board or to the officers of the Association any powers or duties which, by law, are possessed by Unit owners. Unless otherwise provided in the Act, in the Declaration, or in these Bylaws, the Executive Board shall comply with all instructions given by the Unit owners at any annual or special meeting of the Association.

#### ARTICLE V. OFFICERS

- 5.1 At the first meeting of the Executive Board and at every annual meeting of the Executive Board thereafter, the Executive Board shall elect, from its members, officers of the Association for the following year. The officers shall serve from the time of their election until their successors are elected. The officers to be elected are: president, vice-president, secretary and treasurer. Any member may hold two offices simultaneously, except that the president shall not hold any other office.
- 5.2 The president shall be the chief executive officer of the Association and shall chair the Executive Board. The president shall be responsible for implementing the decisions of the Executive Board and, in that capacity, shall direct, supervise, coordinate and have general control over the affairs of the Association and the Executive Board, subject to the limitations of the laws of the state of Missouri, the Condominium Documents and the actions of the Executive Board. The president shall have the power to sign documents on behalf of the Association and the Executive Board. The president shall preside at all meetings of the Association and the Executive Board at which the president is in attendance. The president is empowered to prepare and execute any amendments to the Declaration on behalf of the Association.
- 5.3 The vice-president shall, in the absence of the president, exercise the powers and perform the duties of the president. The vice-president shall perform such other duties and have such other powers as the Executive Board may designate from time to time.
- 5.4 The secretary shall keep or cause to be kept all records of the Association and the Executive Board. The secretary shall give or cause to be given all notices as required by law, the Declaration or these Bylaws, shall take and keep or cause to be taken and kept minutes of all meetings of the Association and the Executive Board. The secretary shall keep copies of the Declaration, the Plats and Plans, these Bylaws and the Rules and Regulations. The secretary is empowered to certify and record any amendments to the Declaration on behalf of the Association.

- 5.5 The treasurer shall keep correct and complete accounts and records of all financial transactions of the Association and the Executive Board. The treasurer shall submit to the Executive Board and the Association such reports as the Act, Declaration, the Executive Board, or these Bylaws may from time to time require. Such records shall include, without limitation, chronological listing of all receipts and expenditures on account of the Common Elements, Limited Common Elements, the amounts of each assessment for Commons Expenses and the amounts paid and the amounts due on such assessments. Such records shall specify and itemize the maintenance, repair and replacement expenses relating to the Common Elements and the Limited Common Elements and any other expenses incurred by the Association.
- 5.6 The officers of the Association shall serve without compensation.
- 5.7 Any officer may resign at any time by written notice to the Executive Board, such resignation to become effective at the next Executive Board meeting. Any officer who ceases to be a member of the Executive Board for any reason shall also cease to be an officer. Any officer may be removed from office at any time by a majority vote of the Executive Board. A vacancy in any office shall be filled by the Executive Board.

#### ARTICLE VI. BUDGET

- 6.1 The fiscal year of the Association shall begin on October 1 and end on September 30 unless otherwise determined by the Executive Board. The first fiscal year shall begin when the Declaration is recorded and shall end on September 30 of the same year.
- 6.2 At least two months before the beginning of the fiscal year, the Executive Board shall adopt an annual budget for the Association. The affirmative vote of at least three (3) members of the Executive Board shall be required to adopt the budget. The budget shall contain an estimate of the total amount considered necessary to pay the following:
- 1) The cost of maintenance, management, operation, repair and replacement of the Common Elements and Limited Common Elements;
  - 2) The cost of materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for management and administration expenses;
  - 3) The amount of such reserves as shall be reasonably established by the Executive Board including operating contingency reserves for expenses both unanticipated and extraordinary and reserves for periodic maintenance, repair and replacement of the Common Elements and Limited Common Elements; and
  - 4) Such other expenses of the Association as may be approved by the Executive

Board.

- 6.3 At least fifty-five (55) days before the beginning of the fiscal year, the Executive Board shall make the budget available for inspection and shall mail to each Unit owner a summary of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. The budget shall constitute the basis for determining each Unit owners assessments for Common Expenses of the Association.
- 6.4 The Executive Board shall set a date for a meeting of the Unit owners to consider ratification of the budget not less than fourteen (14) days nor more than thirty (30) days after mailing the summary. Unless at that meeting a majority of all the Unit owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the budget last ratified by the Unit owners shall be continued until such time as the Unit owners ratify a subsequent budget proposed by the Executive Board.
- 6.5 The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.
- 6.6 The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined. In the absence of any annual budget or adjusted budget, each Unit owner shall continue to pay each monthly assessment at the rate established for the previous fiscal year until the new annual or adjusted budget has been adopted.
- 6.7 All books and records of the Association shall be kept in accordance with good and accepted accounting practices and shall be audited annually by an independent accountant retained by the Executive Board. The Association shall make an audited statement for the preceding fiscal year available to each Unit owner.

#### ARTICLE VII. ASSESSMENTS

- 7.1 The Executive Board shall calculate the monthly assessments for Common Expenses against each Unit by multiplying (a) the total amount of the estimated funds required for the operation of the property set forth in the budget adopted by the Executive Board for the fiscal year in question by (b) the percentage of Common Expenses liability of each Unit in the Condominium and dividing the result by (c) the number of calendar months in the fiscal year. Such assessments, payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each Unit owner's Unit as provided in the Act. Within ninety (90) days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit owner an itemized accounting of the Common Expenses and funds received during the fiscal year less

expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Common Expenses, after application of such reserves as the Executive Board may determine shall be assessed promptly against the Unit owners and shall be payable as a special assessment.

- 7.2 Extraordinary expenses not originally included in the annual budget which may become necessary during the year may be charged first against reserves for working capital, operations, contingencies, and replacements. If the reserves are deemed to be inadequate, the Executive Board may at any time levy further assessments for Common Expenses which shall be assessed against the Unit owners and shall be payable as a special assessment, in such manner as the Executive Board may determine.
- 7.3 The Executive Board shall serve notice on all Unit owners of any further assessments by a statement in writing giving the amount of and reasons for the assessments. Such further assessments, unless otherwise specified in the notice, shall become effective with the next monthly assessment which is due more than ten (10) days after the delivery of the notice of further assessments. All Unit owners who are assessed shall be obligated to pay the amount of the monthly assessments. The monthly assessments shall be a lien against each Unit owners Unit as provided in the Act.

#### ARTICLE VIII. AMENDMENT OF BYLAWS

- 8.1 These Bylaws may be amended only by a vote of 100% of the Unit owners.

#### ARTICLE IX. GENERAL PROVISIONS

- 9.1 The headings used in these Bylaws are inserted solely as a matter of convenience for the readers of these Bylaws and shall not be relied upon or used in construing the effect or meaning of any of the provisions of these Bylaws.
- 9.2 The provisions of these Bylaws shall be deemed independent and severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions unless such deletions shall destroy the uniform plan of development and operation of the Condominium project which these Bylaws are intended to create.