

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the February Adjourned

Term. 20 03

In the County Commission of said county, on the 3rd day of February 20 03

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

Now on this day, the County Commission of the County of Boone does hereby vacate a portion of Mauller Road in accordance with the revised description by the Boone County Public Works Department. The attached description supercedes the original description on the petition.

Done this 3rd day of February, 2003.

ATTEST:

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

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

BEFORE THE COUNTY COMMISSION
OF
BOONE COUNTY, MISSOURI

In the Matter of the Vacation of

Mauler Road (a portion)
a public road

NOVEMBER Term, 200 2

PETITION FOR VACATION OF A PUBLIC ROAD

The undersigned, who by their signature to this petition swear or affirm that the matters alleged below are true to their best information and belief, state the following:

- Each petitioner separately that he or she is a resident of the township or townships through which the above named road, or part thereof, sought to be vacated by this application is situated.
- Each petitioner desires to have the following described public road (or part thereof) vacated which is located in ROCKY FORK Township(s), Boone County, Missouri, to-wit:

Common Name: Mauler Road (a portion)
 Location: Lying E of St. Hwy VV, W of U.S. Hwy 63
 Legal Description: Section 13, Township 49 N, Range 13 W, lying east of State Highway VV and west of U.S. Highway 63.

- The above described road should be vacated because it is useless and the repair of same presents an unreasonable burden to the road district responsible for the maintenance and repair of same.
- For the foregoing reasons, the undersigned petitioners request that the above described public road, _____ be vacated as prescribed by law.

PETITIONER'S NAME (print)	SIGNATURE	ADDRESS
Y 1. <u>Tabetha B. McCray</u>	<u>Tabetha B. McCray</u>	<u>450 E Mauler Rd Col. Mo</u>
Y 2. <u>Terra McCray</u>	<u>Terra McCray</u>	<u>450 E Mauler Rd Col. Mo</u>
Y 3. <u>James C. McCray</u>	<u>James C. McCray</u>	<u>450 E. Mauler Rd Col. Mo</u>
Y 4. <u>Danny Crutchfield</u>	<u>Danny Crutchfield</u>	<u>7632 N Hwy VV Col. Mo</u>
Y 5. <u>Debra Crutchfield</u>	<u>Debra Crutchfield</u>	<u>7630 N Hwy VV Col. Mo</u>
Y 6. <u>Travis Crutchfield</u>	<u>Travis Crutchfield</u>	<u>7630 N Hwy VV Col. Mo</u>
Y 7. <u>Shawn Smith</u>	<u>Shawn Smith</u>	<u>7650 N Hwy VV Col. Mo</u>
NO 8. <u>Jeffrey Baker</u>	<u>Jeffrey Baker</u>	<u>6100 N. Watercross Circle</u>
NO 9. <u>Laura M. Baker</u>	<u>Laura M Baker</u>	<u>6100 N. Watercross Cir.</u>
Y 10. <u>Emmett G. Crane</u>	<u>Emmett G Crane</u>	<u>9900 Creekland Dr. Col.</u>
Y 11. <u>Sharon I Crane</u>	<u>Sharon I Crane</u>	<u>9900 Creekland Dr. Col.</u>
Y 12. <u>Bernice N. Zobrisky</u>	<u>Bernice Zobrisky</u>	<u>41 E Hinton Rd - 1.2875 N. Marshall rd.</u>
Y 13. <u>Steve S. Zobrisky</u>	<u>Steve S. Zobrisky</u>	<u>41 Hinton Rd</u>
Y 14. <u>April Cockerell</u>	<u>April Cockerell</u>	<u>100 E. Hinton Rd.</u>

Note: Twelve (12) approved signatures are required

DESCRIPTION

For the vacation of a portion of
Mauler Road

All that portion of Mauler Road in Section 13, Township 49 North, Range 13 West, lying east of the east line of the driveway into the 3.99 acre tract presently owned by Jerry A. and Jana L. Wirth. That east line is located 1,055 feet east of the centerline of Highway VV.

From: "David Piest" <DPiest@boonecountymo.org>
To: <SElkin@boonecountymo.org>
Date: 10/31/02 11:11AM
Subject: Description

That part of the Boone County roadway known as Muller Road in Section 13, Township 49 North, Range 13 West, and lying east of State Highway Route VV and west of U. S. Highway 63.

228.110 Roads may be vacated, how.--

1. Any twelve residents of the township or townships through which a road runs may make application for the vacation of any such road or part of the same as useless, and the repairing of the same an unreasonable burden upon the district or districts. The petition shall be publicly read on the first day of the term at which it is presented, and the matter continued without further proceedings until the next term.

2. Notice of the filing of such petition and of the road sought to be vacated shall be posted up in not less than three public places in such township or townships, at least twenty days before the first day of the next term of the commission, and a copy of the same shall be personally served on all the persons residing in the district whose lands are crossed or touched by the road proposed to be vacated in the same manner as other notices are required to be served by law; and at the next regular term the same shall again be publicly read on the first day thereof.

3. If no remonstrance is made thereto in writing, signed by at least twelve residents of the township, the commission may proceed to vacate such road, or any part thereof, at the cost of the petitioners; but if a remonstrance thereto in writing, signed by at least twelve residents of such township or townships, is filed, and the commission after considering the same shall decide that it is just to vacate such road, or any part thereof, against the vacation of which the remonstrance was filed, the costs shall be paid by the parties remonstrating, and the original costs, and damages for opening such vacated road shall be paid by the petitioners to those who paid the same, except that if five years have elapsed since the original opening of the same no such reimbursement shall be made.

(RSMo 1939 § 8482, A.L. 1990 H.B. 1070)

Prior revisions: 1929 § 7836; 1919 § 10634; 1909 § 10445

CROSS REFERENCES

City streets, how vacated, RSMo 71.240, 71.280 Temporary abandonment to permit mining--limited to certain counties-- procedure, RSMo 229.420, 229.450 Vacation of streets in cemeteries, proceedings, RSMo 214.060, 214.070

(1957) "Useless" as used in this section is not synonymous with "unnecessary" or "unrequired"; but a finding that a road is of no public utility is necessary to the vacation of a road. Evidence held insufficient to support vacation order. *Burrows v. County Court Carter Co. (A.)*, 308 S.W.2d 299.

(1964) Proof of abandonment of public road by showing five or more years of continuous nonuse by public held sufficient in ejectment action and plaintiff did not need to obtain a county court order of abandonment pursuant to section 228.110. *Corbin v. Galloway (A.)*, 382 S.W.2d 827.

(1966) This section provides only way that title to lands dedicated in perpetual trust and platted for the purpose of establishing streets thereon as they are needed can be abandoned. *State v. Herman (Mo.)*, 405 S.W.2d 904.

PUBLIC NOTICE

OF PETITION FOR AND HEARING ON PROPOSED ROAD VACATION

46-2003

TAKE NOTICE: ALL MEMBERS OF THE PUBLIC are hereby notified that a petition has been filed with the Boone County Commission requesting an order vacating a public road or portion thereof as described below in accordance with provisions of section 228.110 RSMo. **All members of the public** are also hereby notified that the Boone County Commission did conduct a **first reading** of a **PETITION FOR VACATION OF A PUBLIC ROAD** on the **4th** day of **November, 2002**, and in accordance with said section 228.110 RSMo., no further action was taken and the matter was continued until the next adjourned term of the Commission at which time there will be a second reading

And all members of the public are hereby notified that the Boone County Commission will conduct a **second reading** of the aforesaid **PETITION FOR VACATION OF A PUBLIC ROAD** on the **4th** day of **February, 2003** at **9:30 o'clock a.m.** in the **Commission Chambers of the Roger B. Wilson Boone County Government Center** located at 801 E Walnut, Columbia, MO 65201, at the first meeting of the February, 2003 adjourned term of the Boone County Commission.

The portion of road proposed for vacation is described as follows:

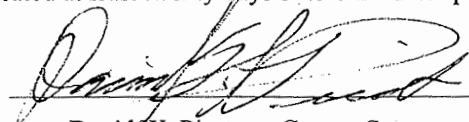
Muller Road (a portion)
Lying E. of St. Hwy VV, W of Hwy 63
Section 13, Township 49 N, Range 13 W

At the conclusion of the second reading, any remonstrances thereto in writing, signed by at least twelve residents of the Township in which the proposed road or section thereof is located, may be presented to the Commission for their consideration. **The Boone County Commission may**, after considering such remonstrances, if any, then hold a public hearing, schedule a public hearing for a later date, vacate the road as requested herein, deny the requested vacation or take any other action or schedule any other action it deems appropriate.

If you wish additional information on this matter you may contact the Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri or telephone 449-8515, or the office of the Boone County Clerk at 886-4297..

CERTIFICATION OF SERVICE AND POSTING

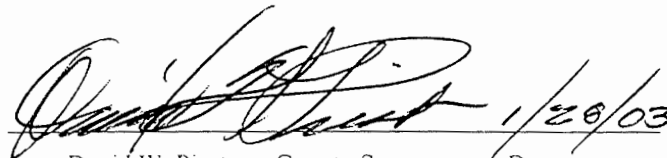
The undersigned hereby certifies that the above notice was posted not less than three public places in the township or townships in which the road sought to be vacated above is located at least twenty days before the date specified above

 1/10/03
David W. Piest - County Surveyor - Date

ADDENDUM TO NOTICE

TAKE NOTICE: ALL MEMBERS OF THE PUBLIC are hereby notified that an addendum to the above Petition is hereby being made to correct the date of the public hearing **TO MONDAY THE 3RD OF FEBRUARY, 2003.**

The above notice incorrectly states that the hearing would be held on the 4th of February, 2003.


David W. Piest - County Surveyor - Date 1/28/03

46-2003

Missouri Revised Statutes

Chapter 228 **Establishment and Vacation of Roads** **Section 228.110**

August 28, 2002

Roads may be vacated, how.

228.110. 1. Any twelve residents of the township or townships through which a road runs may make application for the vacation of any such road or part of the same as useless, and the repairing of the same an unreasonable burden upon the district or districts. The petition shall be publicly read on the first day of the term at which it is presented, and the matter continued without further proceedings until the next term.

2. Notice of the filing of such petition and of the road sought to be vacated shall be posted up in not less than three public places in such township or townships, at least twenty days before the first day of the next term of the commission, and a copy of the same shall be personally served on all the persons residing in the district whose lands are crossed or touched by the road proposed to be vacated in the same manner as other notices are required to be served by law; and at the next regular term the same shall again be publicly read on the first day thereof.

3. If no remonstrance is made thereto in writing, signed by at least twelve residents of the township, the commission may proceed to vacate such road, or any part thereof, at the cost of the petitioners; but if a remonstrance thereto in writing, signed by at least twelve residents of such township or townships, is filed, and the commission after considering the same shall decide that it is just to vacate such road, or any part thereof, against the vacation of which the remonstrance was filed, the costs shall be paid by the parties remonstrating, and the original costs, and damages for opening such vacated road shall be paid by the petitioners to those who paid the same, except that if five years have elapsed since the original opening of the same no such reimbursement shall be made.

(RSMo 1939 § 8482, A.L. 1990 H.B. 1070)

Prior revisions: 1929 § 7836; 1919 § 10634; 1909 § 10445

CROSS REFERENCES: City streets, how vacated, RSMo 71.240 to 71.280 Temporary abandonment to permit mining--limited to certain counties-- procedure, RSMo 229.420 to 229.450 Vacation of streets in cemeteries, proceedings, RSMo 214.060, 214.070

(1957) "Useless" as used in this section is not synonymous with "unnecessary" or "unrequired"; but a finding that a road is of no public utility is necessary to the vacation of a road. Evidence held insufficient to support vacation order. *Burrows v. County Court Carter Co. (A.)*, 308 S.W.2d 299.

(1964) Proof of abandonment of public road by showing five or more years of continuous nonuse by public held sufficient in ejectment action and plaintiff did not need to obtain a county court order of abandonment pursuant to section 228.110. *Corbin v. Galloway (A.)*, 382 S.W.2d 827.

(1966) This section provides only way that title to lands dedicated in perpetual trust and platted for the purpose of establishing streets thereon as they are needed can be abandoned. *State v. Herman (Mo.)*, 405 S.W.2d 904.

46-2003

January 13, 2003

Jerry A. and Jana L. Wirth
4020 N. Hinshaw Drive
Columbia, MO 65202

Dear Mr. and Mrs. Wirth:

The records of the office of the Boone County Assessor show that you are the owners of parcel 11-602-13-00-005.01, property located at 407 E. Mauller Road. As the owners of that parcel and in compliance with section 228.110 RSMo you are receiving the enclosed Public Notice of Petition for and Hearing on Proposed Road Vacation.

Also enclosed is a copy of Section 228.110 RSMo, the Missouri Statute that provides for vacation of public roadway and Remonstrance to proposed vacations.

7002 0860 0004 7637 0325

**U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)**

OFFICIAL USE

Postage	\$.37	Postmark Here
Certified Fee	2.30	
Return Receipt Fee (Endorsement Required)	1.75	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.42	

Sent To
JERRY A. & JANA L. WIRTH
 Street, Apt. No.;
 or PO Box No. **4020 N. HINSHAW DR.**
 City, State, ZIP+4 **COLUMBIA MO 65202**

PS Form 3800, April 2002 See Reverse for Instructions

mailed 01/13/2003

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
**JERRY A. & JANA L. WIRTH
 4020 N HINSHAW DR
 COLUMBIA MO 65202**

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **JUSTIN DANIEL ROBERT** B. Date of Delivery **1-17-03**

C. Signature **[Signature]** Agent Addressee

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

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

4. Restricted Delivery? (Extra Fee) Yes No

2. Article Number (Copy from service label) **7002 0860 0004 7637 0325**

PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

Parcel 11-602-13-00-005.01

Township RKF City Road CO School C1 Library L1 Fire F1
Property Location 407 E MAULLER ROAD

Owner Name WIRTH JERRY A & JANA L
and Address 4020 N HINSHAW DRIVE
City COLUMBIA State MO Zip 65202-0000

Subdivision Code Subdiv Plat Book/Page
Subdiv Block/Lots
Sect Twp Range 13 49 13
Legal Desc PT NW (TR G SUR 668-614)

Width Depth Irr Deeded Acreage Calculated Acreage
Lot Size X 3.99

Deed Book/Page 1391 / 0878 / /
Old Parcel Numbers

Roll Up/Down ENTER - Next Screen F2 - Enter a new parcel F3 - Exit

January 13, 2003

James Claude and Tabetha G. McCray
450 Mauller Road
Columbia, MO 65202

Dear Mr. and Mrs. McCray:

The records of the office of the Boone County Assessor show that you are the owners of parcel 11-602-13-00-005.00, property located at 450 E. Mauller Road. As the owners of that parcel and in compliance with section 228.110 RSMo you are receiving the enclosed Public Notice of Petition for and Hearing on Proposed Road Vacation.

Also enclosed is a copy of Section 228.110 RSMo, the Missouri Statute that provides for vacation of public roadway and Remonstrance to proposed vacations.

7002 0860 P 4 7637 0301

**U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)**

OFFICIAL USE

Postage	\$.37	Postmark Here
Certified Fee	2.30	
Return Receipt Fee (Endorsement Required)	1.75	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.42	

Sent To
JAMES CLAUDE & TABETHA G. MCCRAY
 Street, Apt. No.,
 or PO Box No. **450 MAULLER RD**
 City, State, ZIP+4 **COLUMBIA MD 65202**

PS Form 3800, April 2002 See Reverse for Instructions

mailed 01/13/2003

COMPLETE THIS SECTION ON DELIVERY

COMPLETE THIS SECTION

1. Article Addressed to:
JAMES CLAUDE & TABETHA G. MCCRAY
450 MAULLER ROAD
COLUMBIA MO 65202

2. Art (Tr)
 PS F

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

4. Restricted Delivery? (Extra Fee) Yes No

A. Signature Agent
X Charely McCray Addressee

B. Received by (Printed Name) Date of Delivery
7-14

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

102595-01-M-2509

Parcel 11-602-13-00-005.00

Township RKF City Road CO School C1 Library L1 Fire F1
Property Location 450 E MAULLER RD

Owner Name MCCRAY JAMES CLAUDE & TABETHA G MCCRAY
and Address 450 MAULLER RD
City COLUMBIA State MO Zip 65202-6727

Subdivision Code Subdiv Plat Book/Page
Subdiv Block/Lots C00

Sect Twp Range 13 49 13
Legal Desc NWPT W OF HWY SE /EPT N1/2 SW/ PT NW / SWPT NE (W OF HWY 63)
EXC TR 1 SUR 1494-934

Width Depth Irr Deeded Acreage Calculated Acreage
Lot Size X 89.90

Deed Book/Page 0986 / 0924 1379 / 0321 1194 / 0284 /
Old Parcel Numbers

Roll Up/Down ENTER - Next Screen F2 - Enter a new parcel F3 - Exit

January 13, 2003

Ruth M. Chick
6908 N. Maxine Street
Columbia, MO 65202

Dear Ms. Chick:

The records of the office of the Boone County Assessor show that you are the owners of parcel 11-602-13-01-001.00, property located at 6908 N. Maxine Street. As the owners of that parcel and in compliance with section 228.110 RSMo you are receiving the enclosed Public Notice of Petition for and Hearing on Proposed Road Vacation.

Also enclosed is a copy of Section 228.110 RSMo, the Missouri Statute that provides for vacation of public roadway and Remonstrance to proposed vacations.

7002 0860 0004 7637 0264

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$.37	Postmark Here
Certified Fee	2.30	
Return Receipt Fee (Endorsement Required)	1.75	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.42	

Sent To
RUTH M. CHICK
Street, Apt. No.;
or PO Box No. 6908 N. MAXINE ST
City, State, ZIP+4
COLUMBIA MO 65202

PS Form 3800, April 2002 See Reverse for Instructions

mailed 01/13/2003

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
RUTH M. CHICK
6908 N. MAXINE ST
COLUMBIA MO 65202

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Ruth M. Chick* Agent Addressee

B. Received by (Printed Name) _____ C. Date of Delivery 1-14

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

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

4. Restricted Delivery? (Extra Fee) Yes No

2. Arti (Tra PS Fc

102595-01-M-250

Parcel 11-602-13-01-001.00

Township RKF City Road CO School C1 Library L1 Fire F1
Property Location 6908 N MAXINE STREET

Owner Name CHICK RUTH M
and Address 6908 N MAXINE ST
City COLUMBIA State MO Zip 65202-9480

Subdivision Code 0328 Subdiv Plat Book/Page 0011 0090
Subdiv Block/Lots
Sect Twp Range 13 49 13
Legal Desc POWELLS S/D LOT 16

Width Depth Irr Deeded Acreage Calculated Acreage
Lot Size 142.50 X 103.80 Y

Deed Book/Page 0649 / 0045 0000 / 0000 0000 / 0000 0000 / 0000
Old Parcel Numbers

Roll Up/Down ENTER - Next Screen F2 - Enter a new parcel F3 - Exit

January 13, 2003

Harold J. and Joyce E. Beuer
6960 N. Highway VV
Columbia, MO 65202

Dear Mr. and Mrs. Beuer:

The records of the office of the Boone County Assessor show that you are the owners of parcel 11-602-13-01-015.00, property located on Mauller Road. As the owners of that parcel and in compliance with section 228.110 RSMo you are receiving the enclosed Public Notice of Petition for and Hearing on Proposed Road Vacation.

Also enclosed is a copy of Section 228.110 RSMo, the Missouri Statute that provides for vacation of public roadway and Remonstrance to proposed vacations.

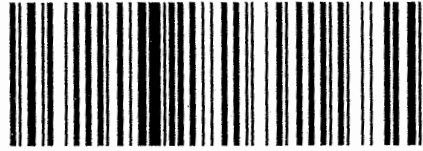
7002 086 1004 7637 0271

U.S. Postal Service CERTIFIED MAIL RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
OFFICIAL USE	
Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42
Postmark Here	
Sent To HAROLD J. JOYCE E. BEUER	
Street, Apt. No.; or PO Box No. 6960 N. HIGHWAY VV	
City, State, ZIP+4 COLUMBIA MO 65202	
PS Form 3800, April 2002 See Reverse for Instructions	

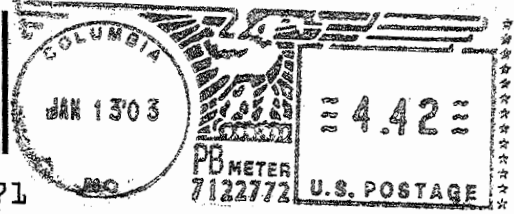
mailed 01/13/2003

CERTIFIED MAIL

Wendy S. Noren
Boone County Clerk
Boone County Government Center
801 E. Walnut Room 236
Columbia, MO 65201-7731



7002 0860 0004 7637 0271



RETURNED
TO
SENDER
UNCLAIMED

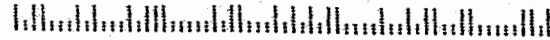
Harold J. and Joyce E. Beuer
6960 North Highway VV
Columbia MO 65202

Handwritten initials: NK
Handwritten number: 1-14

JAN 21 2003

JAN 29 2003

65202+7504 14



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

HAROLD J & JOYCE E.
BEUER
6960 N HIGHWAY VV
COLUMBIA MD 65202

2. Article Number
(Transfer from service label)

7002 0860 0004 7637 0271

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

QUALITY F
11117

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes



Parcel 11-602-13-01-015.00

Township RKF City Road CO School C1 Library L1 Fire F1
Property Location 00000 MAULLER RD

Owner Name BEUER HAROLD J & JOYCE E
and Address

6960 N HIGHWAY VV

City COLUMBIA

State MO

Zip 65202-0000

Subdivision Code 0328

Subdiv Plat Book/Page 0011 0090

Subdiv Block/Lots S02

Sect Twp Range 13 49 13

Legal Desc POWELL S/D

LTS 8 & 1

Width Depth Irr
Lot Size 112.40 X 207.60 Y

Deeded Acreage Calculated Acreage

Deed Book/Page 1625 / 0428 0619 / 0513 / /
Old Parcel Numbers

Roll Up/Down ENTER - Next Screen F2 - Enter a new parcel F3 - Exit

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the February Adjourned

Term. 20 03

In the County Commission of said county, on the 3rd day of February 20 03

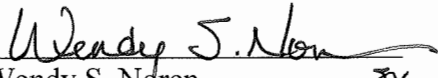
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the renewal of the following Sole Source Contracts through December 31 , 2003:

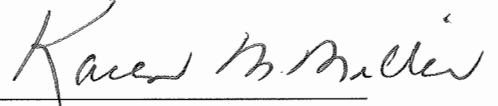
- | <u>Vendor Name</u> | <u>Department</u> | <u>Sole Source #</u> |
|--|------------------------|----------------------|
| 1) ACC Alarm Communications | Facilities Maintenance | 11-123102 |
| <i>Description: Monitoring Service of county fire, burglar, panic alarms for existing security equipment originally provided by ACC. This equipment is then purchased from the cooperative agreement in place at the University of Missouri.</i> | | |
| 2) Tech Electronics | Court Administration | 03-123102 |
| <i>Description: Maintenance agreement for courtroom sound system which was originally installed by Tech Electronics. The maintenance agreement must provide service labor and parts compatible with the current system, as well as an extensive knowledge of the particular system as installed.</i> | | |
| 3) Simplex/Grinnell | Facilities Maintenance | 16-123102 |
| <i>Description: Life Safety Service Agreement for alarms at Boone County jail to monitor existing Simplex fire alarm equipment.</i> | | |
| 4) City of Columbia | Auditor | 10-123102 |
| <i>Description: Parking at Armory and Wabash Lots</i> | | |
| 5) Snap-On Diagnostics | Public Works | 17-123102 |
| <i>Description: Upgrade to existing software in place. Upgrades are yearly. Original software purchased through Snap-On Diagnostics.</i> | | |

Done this 3rd day of February, 2003.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Parcel 11-602-13-00-006.00

Township	RKF	City	Road	CO	School	C1	Library	L1	Fire	F1
Property Location					SR	VV				00

Owner Name and Address	PETRY WARREN B & JAMES L TRUSTEES									
	1554 PLANTATION WAY									
City	EL CAJON	State	CA	Zip	92019-3601					

Subdivision Code	Subdiv	Plat	Book/Page
			Subdiv Block/Lots
Sect Twp Range	13 49 13		
Legal Desc	SUR 383-410 & 383-466 & 383- 477 PT SW NW		

Lot Size	Width	Depth	Irr	Deeded Acreage	Calculated Acreage
	X			26.00	

Deed Book/Page	0385 / 0454	0607 / 0025	1189 / 0626	0000 / 0000
Old Parcel Numbers				

Roll Up/Down ENTER - Next Screen F2 - Enter a new parcel F3 - Exit

January 13, 2003

Warren B. and James Petry Trustees
1554 Plantation Way
El Cajon, CA 92019

Dear Trustees:

The records of the office of the Boone County Assessor show that you are the owners of parcel 11-602-13-00-006.00, property located on State Road VV located in Columbia, MO. As the owners of that parcel and in compliance with section 228.110 RSMo you are receiving the enclosed Public Notice of Petition for and Hearing on Proposed Road Vacation.

Also enclosed is a copy of Section 228.110 RSMo, the Missouri Statute that provides for vacation of public roadway and Remonstrance to proposed vacations.

7002 0860 00 7637 0318

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$.37	Postmark Here
Certified Fee	2-30	
Return Receipt Fee (Endorsement Required)	1.75	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.42	

Sent To
WARREN B. & JAMES L. PETRY TRUSTEES
Street, Apt. No.;
or PO Box No. 1554 PLANTATION WAY
City, State, ZIP+4 EL CAJON CA 92019

PS Form 3800, April 2002 See Reverse for Instructions

mailed 01/13/2003

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) _____ C. Date of Delivery _____

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

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

4. Restricted Delivery? (Extra Fee) Yes No

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
WARREN B. & JAMES L.
PETRY TRUSTEES
1554 PLANTATION WAY
EL CAJON CA 92019

2. Article Number
(Transfer from service label)
7002 0860 0004 7637 0318

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2505

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 27, 2003
RE: Sole Source Renewals for 2003

Purchasing has received requests from departments to renew on-going sole source approvals. We are requesting approval to renew the following on-going sole source approvals for another year, ending on December 31, 2003.

<u>Vendor Name</u>	<u>Department</u>	<u>Sole Source #</u>
1) ACC Alarm Communications Description: Monitoring Service of county fire, burglar, panic alarms for existing security equipment originally provided by ACC. This equipment is then purchased from the cooperative agreement in place at the University of Missouri.	Facilities Maintenance	11-123102
2) Tech Electronics Description: Maintenance agreement for courtroom sound system which was originally installed by Tech Electronics. The maintenance agreement must provide service labor and parts compatible with the current system, as well as an extensive knowledge of the particular system as installed.	Court Administration	03-123102
3) Simplex/Grinnell Description: Life Safety Service Agreement for alarms at Boone County jail to monitor existing Simplex fire alarm equipment.	Facilities Maintenance	16-123102
4) City of Columbia Description: Parking at Armory and Wabash Lots	Auditor	10-123102
5) Snap-On Diagnostics Description: Upgrade to existing software in place. Upgrades are yearly. Original software purchased through Snap-On Diagnostics.	Public Works	17-123102

ATTACHMENT: Sole Source Request
cc: Sole Source File/Sam Amick, Public Works/Ken Roberts, Facilities
Maintenance/Robert Perry, Court Administration/June Pitchford/Auditor

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Flr
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4402

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	<u>Boone County Public Works</u>
Person Requesting	<u>SAM Amick</u>
Contact Number	<u>449-8575 Ext 226</u>

UPON COMPLETION OF THIS FORM, PLEASE ROUTE TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt Signature Date 3-12-02

COMMISSION APPROVAL: Karen M Miller Signature Date 3/15/02 50k Source # 17-123102

Expiration Date: _____ through 12/31/02 ongoing - need to One Time Purchase (check)
renew every year \$ 2905.00

Vendor Name SNAP-ON DIAGNOSTICS

Vendor Address C/O Theodore R Jensen 5555 Howard Orchard Drive Columbia, MO 65203

Vendor Phone and Fax 573-446-2594

Product Description SNAP-ON SHOP KEYS DIAGNOSTICS
Yearly upgrades to existing software in place. Original software
purchased through Snap-on Diagnostics.

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

1. Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician
 - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
 - Other - List (attach additional sheets if necessary)

2. Briefly describe the commodity/material you are requesting and its function.

*ENGINE ANALYZER DIAGNOSTICS update to Sun Machine 450
cancel on any repair that need to be done when out of warranty.*

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.

*This system has SWAP-ON DIAGNOSTICS software installed and must be
updated with same swap-on diagnostic update to work.*

4. What research has been done to verify this vendor as the only known source?

Vendor specific software installed and item specific diagnostic equipment.

5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?

Yes (please attach a list of known sources)

No

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.

*Yes, system will only work with SWAP-ON software that is already
installed on hard drive unit, and equipment is all SWAP-ON to go with system.*

7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?

This will be an annual update to primary diagnostic software.

Repair may need to be made in the future to the SWAP-ON Diagnostic Equipment.

8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).

*Competitive bid, but is now installed with vendor specific software that is
compatible to diagnostic equipment of various pieces. A complex diagnostic system.*

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.

*Sealed Bid for primary software, 1st time for update
and hardware*

10. What are the consequences of not securing this specific commodity/material?

*Without the updates, mechanic can not successfully diagnose problem
with vehicle. If repair are not done then equipment is obsolete or non-useable.*

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

*This is a complex diagnostic system that has several component designed
and installed by SWAP-ON, and must be compatible with each other to operate.*

12. How long is sole source approval necessary for this type of purchase? Is it a one-time purchase or is there an identified time period needed?

*On-going annual updates and/or repair to the diagnostic
equipment*

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut-2nd Floor
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4402

RECEIVED
MAR 14 2002
Boone County Commission

TO: Karen Miller
District I Commissioner

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

DATE: March 14, 2002

RE: Sole Source Approval for Snap-On Shop Keys Diagnostics

Please find attached for signature a sole source request from the Public Works department for Snap-On Shop Keys Diagnostics. Sam Amick explained that this is an upgrade to existing software in place at Public Works. Only one vendor can supply the upgrade to our existing software.

After you sign, please return to the Purchasing department.

Thanks!

TECH Electronics

Alarm Monitoring

~~Not known as~~ : ~~DB-127122~~

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Flr
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4402

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

Department 13th Judicial Circuit Court

1. Please check the reason(s) for this sole request:

- Only Known Source-Similar equipment or material not available from another vendor
- Equipment or materials must be compatible with existing Equipment
- Immediate purchase necessary to correct situation threatening life/property
- Lease Purchase - Exercise purchase option on lease
- Medical device or supply specified by physician
- Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
- Other - List (attach additional sheets if necessary)

Tech Electronics installed the current sound system, working closely with court personnel, and has an intimate understanding of how the components work and of the needs of the court for particular

2. Briefly describe the commodity/material you are requesting and its function. features in courtroom use

Maintenance agreement for courtroom sound systems.

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding. Tech Electronics installed the sound system in all courtrooms and assembly rooms over a 2-year period, working closely with court personnel to develop a particular system to meet our needs. Their understanding of the particular system and needs of the court

4. What research has been done to verify this vendor as the only known source. could not be matched
NA

5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?

- Yes (please attach a list of known sources)
- No

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.

The maintenance agreement must provide service labor and parts compatible with the current system, as well as an extensive knowledge of the particular system as installed.

7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?

We anticipate renewal of the maintenance agreement with Tech Electronics annually.

8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).

The sound system itself was bid, with Tech winning the bid.

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.

NA (Initial warranty will expire so need to purchase a maintenance agreement.)

10. What are the consequences of not securing this specific commodity/material?

No other ^(local) company would have the extensive knowledge and understanding of this particular sound system or the needs of the court regarding courtroom sound sys.

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

Name of person completing form Mary Mueller
Title Legal Counsel & Assistant to the Court Administrator
Date 6/25/01
Phone # 886-4059

COMMISSION APPROVAL:
Signature of Approving Authority [Signature] Date 6-29-01
Expiration Date: 12-31-2002

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.)

Signature _____ Date _____ Appropriation Account _____

Purchasing: Melinda [Signature] 9-15-01

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Flr
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4402

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	1190 / Non-Departmental
Person Requesting	June Pitchford
Contact Number	573-886-4275

UPON COMPLETION OF THIS FORM, PLEASE ROUTE TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL:

Melinda Bobbitt
Signature

1-9-02
Date

COMMISSION APPROVAL:

[Signature]
Signature

1/14/02
Date

Expiration Date: Indefinite 20__ through _____ 20__

One Time Purchase (check)

Vendor Name _____ City of Columbia _____

Vendor Address _____ P.O. Box 6912, Columbia, MO 65205 _____

Vendor Phone and Fax 573-874-7373 _____

Product Description Parking at Armory and Wabash Lots _____

June Pitchford
Signature

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

1. Please check the reason(s) for this sole request:

- Only Known Source-Similar equipment or material not available from another vendor
- Equipment or materials must be compatible with existing Equipment
- Immediate purchase necessary to correct situation threatening life/property
- Lease Purchase - Exercise purchase option on lease
- Medical device or supply specified by physician
- Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
- Other - List (attach additional sheets if necessary)

Parking for county employees is limited to areas near
county buildings.

2. Briefly describe the commodity/material you are requesting and its function.
Parking for Boone County Employees
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
Parking must be in reasonably close proximity to county buildings.
4. What research has been done to verify this vendor as the only known source?
A parking committee researched possibilities when previous lots became unavailable. (Bettie Johnson is chair of Parking Committee)
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 Yes (please attach a list of known sources)
 No
N/A
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
N/A
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
N/A
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
N/A
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.
Bank parking lots were leased in the past, however, because they needed that space themselves, the leases were terminated.
10. What are the consequences of not securing this specific commodity/material?
N/A
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
12. How long is sole source approval necessary for this type of purchase? Is it a one-time purchase or is there an identified time period needed?
The length of time for which this sole source will be needed is indefinite.

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut-2nd Floor
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4402

TO: Skip Elkin
District Two Commissioner

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

DATE: January 11, 2002

RE: Sole Source – Parking

Attached is a Sole Source request initiated by June Pritchford, County Auditor, for parking in the Armory and Wabash City lots. The Auditor and Purchasing offices are working closing to ensure that we have sole source requests signed and on file for all purchases greater than \$4,500.

Once you approve and sign, please forward a copy to the Auditor, and return the original to Purchasing.

Thanks

Sole Source #: 11-123102


Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Flr
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4402

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

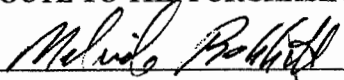
Originating Office	Facilities Maintenance		
Person Requesting	Ken Roberts		1-24-02
Contact Number			

UPON COMPLETION OF THIS FORM, PLEASE ROUTE TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL:

Signature

Date



1-24-02

COMMISSION APPROVAL:

Signature

Date



Expiration Date: 2002 through 2003

One Time Purchase (check)

on-going

Vendor Name ACC Alarm Communications

Vendor Address 806 N. Providence, Columbia, MO

Vendor Phone and Fax 875/8720

Product Description Monitoring service of county fire, burglar, panic alarms for existing security equipment already in place.

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician
 - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
 - Other - List (attach additional sheets if necessary) **Equipment is existing. Service contract only.**

2. Briefly describe the commodity/material you are requesting and its function.
Service contract
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
Service on existing equipment provided by Alarm Communication
4. What research has been done to verify this vendor as the only known source?
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 Yes (please attach a list of known sources)
 No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
Yes. Equipment is existing throughout county building.
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)
Please provide document numbers.
10. What are the consequences of not securing this specific commodity/material? **Re bid, and installation of totally new alarms systems.**
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
12. How long is sole source approval necessary for this type of purchase? Is it a one-time purchase or is there an identified time period needed? **As long as we have ACC equipment we will require monitoring**

DATE
January 3, 2002

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

15
VENDOR NO.

Vendor Name: Alarm Communications

Sole Source: YES - Attached

Address: Attn: Ron Philips

Bids (attached): _____

City, State, Zip: _____

Bid or Co. Order Number: _____

Bill To Dept. No. _____

Ship To Dept. No. Buildings as listed

Not Required: _____

Department				Account				Item Description (or managerial code)	Qty	Unit Price	Amount
6	1	0	0	6	0	0	5 0	004, Yearly Security Alarm monitoring, South Fac.	1 yr		240
								008, Yearly Security Alarm monitoring, Govt. Center Collector, Treasurer and Clerk's office	1 yr		240
								001, Yearly Security Alarm monitoring, Courthouse	1 yr		240
								006, Yearly Security Alarm monitoring, Johnson Bldg 2 nd Fl.	1 yr		240
								019 Yearly Security Alarm monitoring, Child Support	1 yr		240
								006 Yearly Security Alarm monitoring, Public Defender area in Johnson Building	1 yr		240
								008, Fire alarm system in Govt. Ctr. maintenance, yearly	1 yr		240
								TOTAL PURCHASE ORDER			1680

I certify that the goods, services or charges above specified are necessary for the use of this department and are solely for the benefit of the county.

Karen M. Miller

County Commission Approval

[Signature]

Requesting Official

Auditor Approval

ACC
Alarm Communication Center

January 23, 2002

Boone County Government
Attn: Ken Roberts

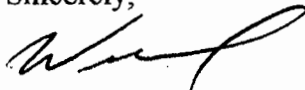
Dear Ken:

Alarm Communication Center provides monitoring service for the County's fire, burglar, panic and maintenance alarms as indicated by the following list of accounts:

Account 110	- BC Highway Dept ^v	<i>\$ 60/Qtr</i>	\$150.00/Qtr <i>\$20.00</i> ✓
Account 367	- BC Government Center Fire Alarm		\$60.00/Qtr
Account 433	- BC Courthouse		\$60.00/Qtr
Account 1609	- Public Defenders Office 601 Walnut		\$240.00/Yr
Account 1610	- 2 nd Floor 601 Walnut		\$240.00/Yr
Account 1615	- BC Government Center Common Areas		\$60.00/Qtr
Account 1616	- BC Government Center Collectors Office		
Account 1617	- BC Government Center Treasurer's Office		
Account 1618	- BC Government Center Clerk's Office		
Account 1689	- Prosecuting Attorney's Office		\$60.00/Qtr

All quarterly accounts have been billed for Jan-March 2002.
All annual accounts have been billed for Jan-December 2002.

Sincerely,



William Dall
Vice President

1680/47



Alarm Communication Center

January 15, 2002

Boone County Government
Attn: Janie

Dear Janie:

In response to our recent conversation, I am faxing this letter as verification of the services provided by ACC. ACC monitors the intrusion alarm systems at 601 Walnut for the annual rate of \$240.00 for the Public Defenders Office and \$240.00 per year for the offices located upstairs at 601 Walnut. Please call for any additional information that may be required.

Sincerely,

William Dall
Vice President

573-875-8720 800-944-7508 Fax: 573-874-0400
Website: alarmcomm.com Email: alarm@gte.net
806 N. Providence Rd. Suite 10 Columbia, MO 65203-4360

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut-2nd Floor
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4402

RECEIVED
JAN 23 2002

Boone County Commission

TO: Commissioner Miller
Liaison to Facilities Maintenance

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

DATE: January 24, 2002

RE: Sole Source Request

I received a sole source request from Ken Roberts of Facilities Maintenance for maintenance of the alarm system located throughout many of our County buildings. The Vendor that originally installed our security system is ACC Alarm Communications, and they are the only vendor that maintains their equipment.

We have the option of bidding a new alarm system, but I don't believe total expenditures warrant implementing a new alarm system.

If you approve, please return signed Sole Source Approval Form to my department.

Thanks



FACILITIES MAINTENANCE DEPARTMENT

David Mink, Director
Ken Roberts, Manager
J. Whelton, Admin. Coordinator

601 E. Walnut Street
2nd Floor – Room 205
Columbia, MO 65201
Ph: (573) 886-4401
FAX: (573) 886-4402

TO: Melinda Bobbitt
From: Ken Roberts
RE: Alarm Communication service contract
DATE: January 24, 2003

We would like to continue maintenance of the alarm system located at several entities for 2003. This is the vendor that originally installed the system. They are the only vendor that maintains the equipment.

Please advise if we can extend Sole Source #11-123102 of 1/24/02. Noticed there is printed "on-going" on the sheet under Karen Miller's signature?



July 18, 2002

Boone County Facility Maintenance
Johnson Building
Columbia, MO 65201

Attn: Ken Roberts

Ref: Quotation for camera system at Boone County Government Center

<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1 ea	Kalatel DVMRE-16EZT-160 Digital Recorder with 160 gig hard drive	\$4107.00
3 ea	FC62D Chugai black and white cameras @ \$140.80	422.40
3 ea	24V50 outdoor power supplies @ \$33.50	100.50
3 ea	TG2Z3514FCSA 3.5-8mm AI varifocal lens @ \$86.80	260.40
3 ea	EH3512-2HD/MTM Pelco outdoor enclosers with heaters @ \$226.20	678.60
10 ea	6358 BNC connectors @ \$2.45	24.50
600'	RG59UCL2P plenum coaxial cable @ \$.41 per foot	246.00
200'	CMP182 2/18 power cable @ \$.10 per foot	10.00
	Total equipment	\$5849.40
	Installation	500.00
	Total installed price	\$6349.40

There is a one year warranty full parts and labor on all camera equipment sold. The digital recorder proposed gives the Government Center the ability to add 9 more cameras for future growth. The 160 gig hard drive should be enough storage to give you at least 15-18 days of recorded history.

The prices quoted above are part of the University of Missouri contract #CO33995 between the University of Missouri and Alarm Communication Center to provide security systems. Under the Cooperative Buying Provision of that contract, Boone

UNIVERSITY OF MISSOURI • 616-244-7200 • FAX 616-244-7200
ALARM COMMUNICATION CENTER • 616-244-7200
ALARM COMMUNICATION CENTER • 616-244-7200

Page 2

Roger B. Wilson Government Center Cameras Continued

County Government can and has used this contract to purchase equipment and monitoring services.

If you have questions, or if there is a need for more information, please do not hesitate to call.

Thanking you in advance for your considerations,



Ron Phillips

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Flr
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4402

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Facilities Maintenance
Person Requesting	Ken Roberts
Contact Number	4401

UPON COMPLETION OF THIS FORM, PLEASE ROUTE TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt Signature 2-25-02 Date

COMMISSION APPROVAL: Karen M. Miller Signature 3-11-02 Date Sole Source #: 16-123102

Expiration Date: 1/1/2002 through 12/31/2003 on-going One Time Purchase (check)

Vendor Name **Simplex / Grinnell**

Vendor Address **3787 Rider Trail So., Earth city, MO 63045**

Vendor Phone and Fax

Product Description **Life Safety Service Agreement for alarms at Boone Co. Jail. To monitor EXISTING Simplex fire alarm equipment**

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician
 - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
 - Other - List (attach additional sheets if necessary) **Equipment is existing. Service contract only.**

2. Briefly describe the commodity/material you are requesting and its function.
Service contract
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
Service on existing equipment provided by Simplex
4. What research has been done to verify this vendor as the only known source?
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 Yes (please attach a list of known sources)
 No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
Yes. Equipment is existing throughout county jail
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)
Please provide document numbers.
10. What are the consequences of not securing this specific commodity/material? **Re bid, and installation of totally new alarms systems.**
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
12. How long is sole source approval necessary for this type of purchase? Is it a one-time purchase or is there an identified time period needed? **As long as we have Simplex equipment we will require monitoring**

From: David Mink
To: Janie Whelton; Ken Roberts
Date: 2/22/02 2:19PM
Subject: Re: Simplex fire alarm - 2002 service agreement for BC Jail

Is this an approved sole source vendor?

>>> Janie Whelton 02/22/02 12:45PM >>>

The service contract was received and I've reviewed it (see your in box)

Our budget # was \$9825 and the proposal cost is \$9057. Part of this is because Jan and Feb slipped by w/ no agreement in place - I had them adjust the price accordingly.

IF..and I say IF (please review carefully) this does what you want, lets issue purchase order. We need to move forward quickly as we have no coverage in place.

We would need David's signature and approval.

CC: Melinda Bobbitt

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut-2nd Floor
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4402

TO: John Patton, J.D.
Boone County Attorney

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

DATE: February 25, 2002

RE: Simplex Agreement

Please find attached a service agreement for the Simplex Fire Alarm Equipment located at the Boone County jail. Could you please review the terms and conditions of the service agreement, then stamp and sign the front page of the agreement that you have reviewed?

Thanks

Please return to me when approved.
To,
Melinda

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut-2nd Floor
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4402

TO: Karen Miller
District I Commissioner

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

DATE: March 12, 2002

RE: Sole Source Approval for Life Safety Service Agreement

COPY

Please find attached for signature a sole source request from the Facilities Maintenance department for a Life Safety Service Agreement for alarms located at Boone County Jail. This agreement is to monitor existing Simplex fire alarm equipment.

John Patton read and revised the terms and conditions. Please let me know if you have additional questions.

After you sign, please return to the Purchasing department.

Thanks!

D-U-N-S 00-112-5954

FED. ID 58-2608861

INVOICE AMOUNT
SEE PAGE 2

JCO / Fire & Security / **SimplexGrinnell**

INVOICE
83652250

INVOICE DATE
02/20/02

CUSTOMER P.O.

3787 RIDER TRAIL SOUTH
EARTH CITY MO 63045

314-739-4014

TERMS
NET 30 DAYS
VISA/MC/AE/DISCOV ACCEPTED

BILL TO 354-00573520
BOONE CO FACILITIES MAINT
601 E WALNUT ST
COLUMBIA

MO 65201-4460

SERVICE AT 354-00322427
BOONE COUNTY JAIL
2121 E COUNTY DR
COLUMBIA MO

65202-9051

MODEL	SERIAL	DESCRIPTION	LOCATION	SEQ	AMOUNT
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THIS INVOICE IS THE ANNUAL BILLING FOR YOUR
SIMPLEX SERVICE AGREEMENT WHICH COVERS THE EQUIPMENT
LISTED BELOW FOR THE PERIOD 01/01/02 - 12/31/02

4100-8001	J02840	4100 F/A PANEL	FIRE ALARM CONTROL PANEL	A010	
4100-8009	J02841	4100 ANNUN	4100 ANNUNCIATOR	A001	
4100-8009	J02842	4100 ANNUN	4100 ANNUNCIATOR	A002	
4100-8009	J02843	4100 ANNUN	4100 ANNUNCIATOR	A003	
2099-9813	11	STATION-SGL/ACT	STATION SGL/ACTION	A004	
2901-9838	27	AUDIBLE DEVICE	AUDIBLE DEVICE	A005	
4903-9101	27	4903 A/V UNITS	4903 A/V UNIT	A006	
2098-9438	24	HEAT DETECTORS	HEAT DETECTOR	A007	
2098-9544	194	IONIZATION DET	IONIZATION DETECTOR	A008	
98-9652	212	BASE ADDRESSABL	BASE ADDRESSABLE	A009	
8-9576	4	IONIZATION DET	IONIZATION DETECTOR	A011	
98-9649	11	DUCT DETECTORS	DETECTORS	A012	
CLEANING		SMOKE DET CLEAN	CLEANING ON ODD # YEAR	A028	

PLEASE MAKE INQUIRIES ABOUT THIS INVOICE WITH OUR LOCAL BRANCH OFFICE,
THE TELEPHONE NO. LISTED ON TOP OF THIS INVOICE.

PAY AMOUNT ON PAGE 2

MERCHANDISE MENTIONED HEREIN HAS BEEN MANUFACTURED IN ACCORDANCE WITH THE U.S. FAIR LABOR STANDARDS ACT AS AMENDED.

REMITTANCE COPY

JCO / Fire & Security / **SimplexGrinnell**

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

INVOICE AMOUNT
9,057.00

BILL TO 354-00573520 BOONE CO FACILITIES MAINT

INVOICE NUMBER 83652250

SHIP TO 354-00322427 BOONE COUNTY JAIL

INVOICE DATE 02/20/02

REMIT TO SIMPLEXGRINNELL LP
DEPT. CH 10320
PALATINE, IL.

60055-0320

ORDER NO.

ORDER DATE

CUSTOMER P.O.

7000905700583652250

D-U-N-S 00-112-5954

FED. ID 58-2608861

INVOICE AMOUNT
9,057.00

YCO / Fire & Security / **SimplexGrinnell**

INVOICE
83652250

INVOICE DATE
02/20/02

CUSTOMER P.O.

3787 RIDER TRAIL SOUTH
EARTH CITY MO 63045

314-739-4014

TERMS
NET 30 DAYS
VISA/MC/AE/DISCOV ACCEPTED

BILL TO 354-00573520
BOONE CO FACILITIES MAINT
601 E WALNUT ST
COLUMBIA

MO 65201-4460

SERVICE AT 354-00322427
BOONE COUNTY JAIL
2121 E COUNTY DR
COLUMBIA MO

65202-9051

MODEL	SERIAL	DESCRIPTION	LOCATION	SEC	AMOUNT
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THIS INVOICE IS THE ANNUAL BILLING FOR YOUR
SIMPLEX SERVICE AGREEMENT WHICH COVERS THE EQUIPMENT
LISTED BELOW FOR THE PERIOD 01/01/02 - 12/31/02

SENSITIVIT	SENSITIVTY TEST	TESTING ON ODD # YEAR	A029	9,057.00
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REFER INQUIRIES TO MARY ELLEN SYRON
AT ABOVE TELEPHONE NO
IF NECESSARY SEND VOUCHERS OR CLAIMS
FORMS TO SIMPLEXGRINNELL
3787 RIDER TRAIL SOUTH
EARTH CITY MO 63045

INVOICE SUMMARY ...

TOTAL BEFORE TAX	9,057.00
TAXES	.00

PLEASE MAKE INQUIRIES ABOUT THIS INVOICE WITH OUR LOCAL BRANCH OFFICE,
THE TELEPHONE NO. LISTED ON TOP OF THIS INVOICE.

PAY THIS AMOUNT  **9,057.00**

MERCHANDISE MENTIONED HEREIN HAS BEEN MANUFACTURED IN ACCORDANCE WITH THE U.S. FAIR LABOR STANDARDS ACT AS AMENDED.

REMITTANCE COPY

YCO / Fire & Security / **SimplexGrinnell**

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

INVOICE AMOUNT
9,057.00

BILL TO 354-00573520 BOONE CO FACILITIES MAINT

INVOICE NUMBER 83652250

SHIP TO 354-00322427 BOONE COUNTY JAIL

INVOICE DATE 02/20/02

REMIT TO SIMPLEXGRINNELL LP
DEPT. CH 10320
PALATINE, IL.

60055-0320

ORDER NO.

ORDER DATE

CUSTOMER P.O.

7000905700583652250



Proposal No. 354 - H -
 Date February 21, 2002
 Customer No. 354 - 00322427



By and
 SimplexGrinnell
 3787 Rider Trail South
 Earth City, MO 63045

nd Boone County Jail
2121 County Drive
Columbia, MO 65202
~~Attn: Chuck Nichols~~ Ken ROBERTS
 Phone: 573-886-4401

Services will be provided at the following location(s): Same address as above

Simplex shall perform according to the terms and conditions on the pages that are attached and listed below:

Time of Service: **Life Safety Service Agreement**

- 1-100% Annual System Test and Inspections
- Smoke Detector Cleaning/ Sensitivity Testing
- Standard Emergency Service/ Panel Parts Coverage
- Complete Documentation and Recommendations
- Customer Assisted Visits/ Informal Training
- Other Services Included in this Agreement
 (See "Special Provisions" pages for details)

Price: **All for the total annual sum of:**
Nine Thousand Fifty-Seven Dollars (\$ 9057.00)

Special Instructions: This contract is effective from January 1, 2002 through December 31, 2002.

The Customer agrees to purchase, and Simplex agrees to provide the services identified in this Agreement subject to management approval and continuance of credit approval by Simplex. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Simplex unless made in writing and signed by an officer or authorized manager of Simplex. The terms on the reverse side are part of this Agreement, and are hereby accepted by the undersigned.

Simplex Time Recorder Co.
 By Kelly Porter
 Title Service Sales Representative
 Approved For Simplex
 By Kevin White
 Title District Alarm Mgr

Customer
Boone County
 By Karen M Miller
 Title Assoc. Commissioner
 Date 3/11/02
 P.O. Number _____

2/21/02

Service
 That's
 Always
 A Step
 Ahead

General Simplex Service Agreement

Terms and Conditions

GENERAL PROVISIONS

The CUSTOMER has selected the service level it desires after considering and balancing various levels of protection afforded, and their related costs. The CUSTOMER acknowledges and agrees that by this Service Agreement, Simplex, unless specifically stated, does not undertake any obligation to maintain or render the CUSTOMER's system or equipment as Year 2000 compliant, which for this purpose shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. The terms and conditions of this Agreement and any attached pages are an important part of this Agreement and are hereby incorporated by reference and accepted by the CUSTOMER. This writing is intended by Simplex and the CUSTOMER as a final expression of their Agreement and as a complete and exclusive statement of the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between Simplex and the CUSTOMER, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Simplex unless made in writing and signed by an officer of Simplex.

All work to be performed by Simplex will be performed during normal working hours (8:00 a.m. to 5:00 p.m. local time) of normal working days (Monday through Friday, excluding Simplex holidays), as defined by Simplex, unless additional times are specifically described in a special provision to this Agreement.

Simplex will service one or more system(s) components including hardware and/or software as described in the listed attachments ("Covered System(s)").

The CUSTOMER shall promptly notify Simplex of any malfunction in the Covered System(s) which come to the CUSTOMER's attention.

This Agreement assumes the Covered System(s) covered are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Simplex determines that repairs are necessary, repair charges will be submitted for approval prior to any work. Should these charges be declined, all items which are not repaired will be eliminated from the Services and the Agreement price adjusted accordingly.

Repair, replacement, and emergency response obligations, if any, apply only to the covered system(s) components. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

Reloading computer software, making repairs or replacements necessitated by reason of negligence or misuse of the equipment by others, or caused by lightning, electrical storm, or other violent weather, or by any other cause beyond Simplex's control, except ordinary wear and tear, is expressly excluded from this Agreement unless added by an express scope of work.

EMERGENCY SERVICE EXCLUSIONS

If Emergency Services are included, the Agreement price does not include travel expenses, parts and labor charges required as a result of accident, fire, storm, water, negligence, misuse, vandalism, power failure, current fluctuations, lightning strikes, failure due to non-Simplex installation, parts, service, attachments, or devices, or any other cause external to the Covered System(s).

PERIPHERAL DEVICES

The purchase of peripheral devices, (e.g. smoke detectors, passive infrared detectors, card readers, etc.) from Simplex shall be subject to the terms and conditions of this Agreement, notwithstanding any different terms and conditions in the CUSTOMER's purchase order. If, in Simplex's sole judgment, any peripheral device which is attached to the Covered System(s), whether manufactured by Simplex or a third party, interferes with the proper operation of the Covered System(s), the CUSTOMER shall remove or replace such device upon notice from Simplex. Failure of the CUSTOMER to remove the device shall constitute a material breach of this Agreement. If the CUSTOMER adds any third party device or equipment to the Covered System(s), Simplex shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

CUSTOMER RESPONSIBILITIES

CUSTOMER further agrees to:

- Provide Simplex access to the Covered System(s) to be serviced,
- Provide ladders, lifts, and any other equipment necessary for Simplex to access the Covered System(s) to be serviced,
- Supply suitable electrical service,
- Provide a safe work environment,
- In the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death and property damage. Such measures shall continue until the Covered System(s) are operational. Owner shall notify Simplex as soon as practical under the circumstances,
- To make payments as provided in this Agreement.

HAZARDOUS MATERIALS

The CUSTOMER represents that, except to the extent that Simplex has been given written notice of the following hazards prior to the execution of this Agreement, to the best of the CUSTOMER's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "hazardous conditions".

Simplex shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Simplex during the course of Simplex's work, the discovery of such materials shall constitute an event beyond Simplex's control and Simplex shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by the CUSTOMER, and payment of disruption expenses as determined by Simplex.

The CUSTOMER shall indemnify and hold Simplex harmless for any damages resulting from the exposure of workers to hazardous conditions, including damages for bodily injury and/or property damage, any consequential or indirect damages, and any attorneys' fees and expert costs incurred in connection with any such event, whether or not the CUSTOMER pre-notifies Simplex of the existence of said hazardous conditions.

This Agreement does not provide for the cost of disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services, which shall at all times remain the property of the CUSTOMER. Simplex shall not be responsible for removal and disposal of such hazardous materials.

SIMPLEX RESPONSIBILITIES

Simplex shall perform Service(s) in accordance with the level of service selected by the CUSTOMER. This includes, where applicable, the repair, adjustment, or replacement, at Simplex's sole option, of the Covered System(s).

PAYMENTS

Payment is due upon receipt of invoice. All payments for Service(s) shall be made in advance of the period during which Services are to be performed unless specifically described in a special provision to this Agreement.

CUSTOMER agrees to pay all taxes, permits, and other charges including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

Charges for work outside the scope of this Agreement shall be billed at the applicable Simplex rates for labor, materials and travel. CUSTOMER shall make payment within 15 days of receipt of an invoice for such work.

If CUSTOMER fails to make any payment due, Simplex shall have the right, at Simplex's sole discretion, to stop performing any Services until the account is current. CUSTOMER's failure to make payment when due is a material breach of this Agreement.

GENERAL ARBITRATION CLAUSE

Simplex and CUSTOMER agree to submit any and all claims that do not exceed \$150,000, arising from or relating to the performance of this Agreement to binding arbitration, before a single arbitrator, at the American Arbitration Association office nearest servicing Simplex branch office, in accordance with the Rules of the American Arbitration Association. Any arbitration award shall be final and binding and judgment upon the arbitration award may be had in any court having jurisdiction.

The Arbitrator shall not have the authority to issue any award exceeding \$150,000 to either party. Moreover, the Arbitrator shall limit the arbitration duration to no more than two (2) days of hearings. The hearing may only continue a third day upon a written determination by the Arbitrator that a third day is necessary in the interest of justice, to allow inclusion of all relevant evidence. In no event shall the Arbitrator have the authority to hold hearings that in total exceed three (3) days. The arbitrator shall limit each party to one (1) full day of presentation time which may be utilized for direct or cross-examination, and the introduction of evidence. The Arbitrator will award to the prevailing party or Simplex and CUSTOMER such sums as are proper to compensate for the time, expense, and trouble of arbitration, including all arbitration costs and fees, and attorney fees.

TERM OF AGREEMENT

This Agreement will begin on the Agreement Date indicated on the front page and continue for an initial term of one (1) year, and continue thereafter from year to year unless terminated. The CUSTOMER may terminate this Agreement at the end of any service year by giving

written notice thirty (30) days prior to the anniversary date. Simplex may terminate this agreement at any time upon thirty (30) days written notice to the CUSTOMER. Upon termination by Simplex, Simplex shall return any prepaid but unearned payments.

WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SIMPLEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT SUPPORTED HEREUNDER. SIMPLEX MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT SIMPLEX' PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

LIMITATION OF LIABILITY

It is understood and agreed by the CUSTOMER that Simplex is not an insurer and that insurance, if any, covering personal injury and property damage on the CUSTOMER's premises shall be obtained by the CUSTOMER; that Simplex is being paid for the Services and/or maintenance of the Covered System(s) designed to reduce certain risks of loss. Simplex is not guaranteeing that no loss will occur; and CUSTOMER agrees that Simplex is not responsible for any losses which may occur, even if such loss is due to Simplex's negligent performance or failure to perform any obligation under this Agreement, or the performance or failure of any Simplex device or Covered System(s).

LIQUIDATED DAMAGES LIMITATIONS OF REMEDY

Simplex and CUSTOMER agree that it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the Covered System(s) or failure to perform, or negligent performance of Services; if, notwithstanding the above provisions, there should arise any liability on the part of Simplex, such liability shall be limited to an amount equal to two thousand five hundred dollars (\$2,500) or one half the Agreement price, whichever is less. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty. IN NO EVENT SHALL SIMPLEX BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. SIMPLEX SHALL NOT BE RESPONSIBLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.

INSURANCE

CUSTOMER shall list Simplex, its officers, employees, agents, subcontractors, suppliers and representatives as additional insureds on all its insurance policies in effect on the premises.

INDEMNITY

CUSTOMER agrees to indemnify, hold harmless and defend Simplex against any and all losses, damages, costs and expenses including reasonable defense costs, arising from any claim that any acts or omissions of CUSTOMER caused personal injury, property damage or economic loss. Simplex reserves the right to be represented in any such action by its own counsel at its own expense.

FORCE MAJEURE

Simplex shall not be responsible for failure to render Services due to causes beyond its control including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God, or any other cause beyond the control of Simplex.

WAIVER OF SUBROGATION

CUSTOMER does hereby for itself and all others claiming for it under this Agreement, release and discharge Simplex from and against all hazards covered by CUSTOMER's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Simplex.

ONE YEAR LIMITATION ON ACTIONS; CHOICE OF LAW

It is agreed that no suit, cause of action or arbitration shall be brought against either party more than one (1) year after the accrual of the cause of action and or claim arises, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory. For purposes of this section, an arbitration has not been brought until the demanding party has complied with the applicable demand and filing requirements of the American Arbitration Association. The laws of Massachusetts shall govern the validity, enforceability and interpretation of this Agreement, including in any arbitration brought hereunder.



Gardner, Massachusetts 01441-0001 U.S.A.
(978) 632-2500
<http://www.simplexnet.com>



Fire Alarm and Security Systems Testing and Inspection

Simplex will test and inspect the Fire Alarm and/or Security System described in the attached list of equipment and/or on the following system drawings: (See list of equipment)

1-100% Annual

Testing and Inspection

Testing Intervals:

Each inspection call will be scheduled by Simplex so that all tasks are performed using properly trained technicians and the special tools and instrumentation required to analyze the system to maintain its proper performance.

Tasks include: System performance evaluation, adjustment, and calibration of control equipment components.

Simplex will perform Pre-scheduled test(s) per year on equipment listed.

Simplex will provide the Customer with a report that such tests have been completed.

Predictive Maintenance

Simplex will analyze equipment covered under this Agreement to detect potential failures. If corrective actions are found necessary, repair charges will be submitted for Customer's approval.

*Service
That's
Always
A Step
Ahead.*

Terms And Conditions

General Provisions

This Agreement assumes the system covered to be in maintainable condition. If repairs are found necessary upon initial inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from the program and the Agreement price adjusted accordingly.

It is understood that repair, replacement, and emergency service are not covered by this Agreement.

This Agreement includes and incorporates all of the terms and conditions found on the reverse of the coversheet to which this rider is attached.

Customer-Assisted Tests and Inspections

The Customer will assist the Simplex representative in performing the required tests and inspections. The Customer will be required to oversee the control panel or main frame and inform the Simplex representative of alarm conditions, as well as reset panel and monitor the remaining tests.

If a Customer selects this option and either fails to supply the required assistance or is not qualified to do so, the scheduled testing and inspection may be canceled, or at Simplex's option, the Customer will be billed for the additional time and materials expended.

**PROTECTING PEOPLE, PROPERTY,
'D PEACE OF MIND**

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Printed in USA. Since Simplex is continually improving its products, specifications are subject to change without notice. Simplex and the Simplex logo are either trademarks or registered trademarks of Simplex Time Recorder Co. All other product references herein are either trademarks or registered trademarks of their respective owners.

Simplex

(978) 731-2500

Special Provisions

THIS IS A MODIFIED FULL SERVICE AGREEMENT WITH THE FOLLOWING PROVISIONS:

1. TEST AND INSPECTION SERVICES: Under this agreement, Simplex factory-trained technicians will perform 1-100% Annual inspections and functional/ diagnostic tests of panel functions, auxiliary/ monitoring functions, and all accessible peripheral devices listed and currently on-line with the facility Life Safety system. Tests will be scheduled in advance, and at the convenience of customer's staff. Simplex technicians will need the assistance from customer's staff for access to all areas of the facility in order to locate devices and ensure efficient transition between areas. (See "List of Equipment" page for equipment to be tested)

Note: If equipment or devices are out of reasonable reach, customer will need to provide safe access (i.e. Scaffolding, mechanical lift, ladders, etc.). If requested in advance, Simplex can provide this equipment for an additional cost.

CUSTOMER ASSISTED INSPECTIONS: Under this agreement provision, customer has agreed to provide at least one (1) able-bodied personnel to assist Simplex technicians for the duration of the visit. During this visit, customer's personnel will receive informal, hands-on training on basic system functions, and proper inspection procedures.

FUNCTIONAL TESTING: In accordance with NFPA 72, all accessible peripheral devices will be functionally tested. Smoke detectors will be functionally tested using a smoke generator, punk stick, or other method acceptable to the manufacturer. "Canned Smoke" will not be used for this task, per manufacturer's recommendations.

DETECTOR CLEANING: To help minimize false alarms, accessible smoke detection devices will be cleaned utilizing manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable) and cleaned prior to sensitivity testing using soft cloth, lint brush, or non-electrostatic vacuum.

Devices will be cleaned at a rate of: **50% Per Year**

(Note: Certain types of analog smoke sensors will be cleaned as needed per panel readings.)

This service has been declined by customer.

SENSITIVITY TESTING: To ensure accuracy, sensitivity testing will be performed on smoke detectors per NFPA. Testing will be performed using only UL approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and if necessary, noted and recommended for replacement.

Devices will be tested at a rate of: **50% Per Year**

(Note: Certain types of analog smoke sensors automatically satisfy this requirement electronically.)

This service has been declined by customer.

2. DOCUMENTATION: All accessible components and devices will be logged for:

- Exact location
- Test results/applicable voltage readings
- Any discrepancies noted, recommendations for correction, and any corrections made on site

Documentation will be provided to the customer. Copies will be kept on file by the Simplex branch office for five years.

3. Certain services may be required by the respective Authorities Having Jurisdiction (ref. NFPA 72). It is recommended that the customer review applicable codes and references to ensure compliance.

Customer: Karen B Miller

SimplexGrinnell: _____

Date: _____

Service
That's
Always
A Step
Ahead.

Special Provisions

ADDITIONALLY, THIS AGREEMENT PROVIDES FOR THE FOLLOWING:

- 4. EMERGENCY SERVICE:** This agreement provides for emergency service calls at no additional cost.
- Standard Service-** Provided during normal working hours (Mon - Fri, 8am - 5pm, excluding holidays)
 - 24 hr/ 7 day Service-** Provided 24hrs/ day, 7 days/ week, including holidays.

This provision includes Labor, travel, and mileage charges for repairs associated with normal equipment failures. (see Emergency Service Exclusions). This provision covers labor to troubleshoot and diagnose system problems, and labor to replace failed panel components, however it does not include labor to replace failed peripheral devices (i.e. smoke detectors, pull stations, horns, strobes, etc.).

Note: With Standard Emergency Service, customer is invoiced at standard (normal working hrs) labor rate for billable after hours service calls.

- 5. PANEL COMPONENT REPLACEMENT:** Additionally, this agreement covers maintenance and component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards and monitors associated with system. Provision covers only equipment listed. Replacement of faulty wiring is not covered. (See exclusions)

BATTERY REPLACEMENT INCLUDED N/A

SERVICES NOT INCLUDED:

PERIPHERAL DEVICE REPLACEMENT: This agreement does not include replacement of failed peripheral devices. (Peripheral devices include smoke/heat detectors, pull stations, horns, strobes, door contacts, speakers, phones, etc.) Replacement of these devices will be provided at customer's request at additional cost.

- 7. OTHER SERVICES INCLUDED:** (The provisions listed above may not apply to the following services.)

- N/A **AUTOMATIC SPRINKLER** - Annual complete test of listed sprinkler system per NFPA
 - Annual waterflow switch test
 - Annual manual test only (no water will be flowed)
- N/A **SECURITY SYSTEM** - Annual test and of listed security system equipment and functions.
 - Includes emergency service NO
 - Includes panel parts replacement NO
 - Includes peripheral replacement NO
- N/A **EMERGENCY LIGHTING** - Annual test of listed emergency egress lighting.
 - Includes battery replacement NO
 - Includes bulb replacement NO

8. OTHER SPECIFIC INSTRUCTIONS:

- N/A **Quarterly Circuit (Zone) Test** for compliance with the Joint Commission for Accredited Hospitals. (Each system circuit (zone) will be tested electronically, or by testing peripheral devices in the field)
- N/A **Semi-Annual Manual Pull Station Test** (required by some Authorities Having Jurisdiction)

Customer: *James M Miller*
 SimplexGrinnell: _____
 Date: _____

*Service
That's
Always
A Step
Ahead.*



Service
That's
Always
A Step
Ahead.

List of Equipment

QTY.	EQUIPMENT	SERIAL NO.	MANUFACTURER	DESCRIPTION/LOCATION	COVERAGE CODE
1	4100-8009	J02841		4100 Annunciator	H
1	4100-8009	J02842		4100 Annunciator	H
1	4100-8009	J02843		4100 Annunciator	H
11	2099-9813			Pull Station	H
27	2901-9838			Audible Devices	H
27	4903-9101			4903 AV Unit	H
24	2098-9438			Heat Detector	H
194	2098-9544			Ionization Smoke Detector	H
212	2098-9652			Addresable Base	H
1	4100-8001	J02840		Control Panel	H
4	2098-9576			Ionization Smoke Detector	H
11	2098-9649			Smoke Detector	H
				Cleaning Odd years	H
				Sensitivity Testing Odd Years	H

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the February Adjourned

Term. 20 03

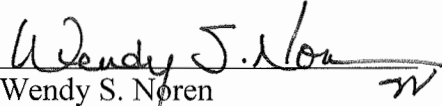
In the County Commission of said county, on the 3rd day of February 20 03

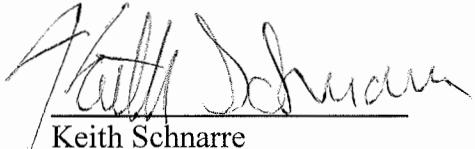
the following, among other proceedings, were had, viz:

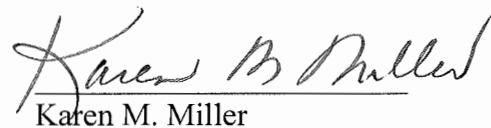
Now on this day, the County Commission of the County of Boone does hereby approve the Soil and Water Conservation Service Agreement with the Boone County Soil and Water Conservation District. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 3rd day of February, 2003.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

SOIL AND WATER CONSERVATION SERVICE AGREEMENT

FEB 04 2003

THIS AGREEMENT is made on the 3 day of February, 2003, by and between Boone County, Missouri, a first class county and a political subdivision of the state of Missouri, by and through its County Commission, hereinafter "County", and Boone County Soil and Water Conservation District, a political subdivision of the state of Missouri, hereinafter called "District".

IN CONSIDERATION OF each party's performance of its respective obligations under this agreement, the parties agree to the following:

1. **District's Obligations** - In consideration of the County's payment for services the District agrees to provide County with the following services during calendar year 2002:

1.1 **Planning Department Services** - District agrees to review proposed developments and subdivision plats for sufficiency of erosion control and storm water runoff plans and to make written comments and recommendations pertaining to same in a form of a written report for each such submittal. Written reports shall be submitted prior to the second Thursday of each month provided County makes request for review and written report at least two weeks before the second Thursday of each month. District further agrees to provide testimony on proposed developments and subdivision plats with respect to erosion control and storm water runoff periodically when and as needed at Planning and Zoning Commission meetings and/or County Commission meetings.

1.2 **Plat Books** - District agrees to provide County, at no additional cost, 64 Boone County Plats Books within the calendar year plat books are updated. Such plat book shall be provided to the Department of Planning and Building Inspection for distribution within County government as deemed appropriate by County. Additional plat books may be purchased through District.

2. **County Obligation** - County agrees to pay District a lump sum of \$15,000.00 for services under this agreement during calendar year 2003; payment shall be made in one lump sum upon invoice by District.

3. **Termination** - This agreement may be terminated by either party upon thirty days written notice for cause in the event either party materially fails to perform any term or condition of this agreement. In the event of termination, District shall refund any unearned amounts paid to District prorated through the date of termination.

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

BOONE COUNTY SOIL AND WATER CONSERVATION DISTRICT

Kevin May

Title *Chairman*

**BOONE COUNTY, MISSOURI
BY: BOONE COUNTY
COMMISSION**

Keith Johnson

Presiding Commissioner

ATTEST:

Wendy J. Now
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

Certification:

In accordance with RSMo 50.660, I hereby certify that a sufficient unnumbered 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.)

1430-8-6605 \$15,000.00

June Pitchford by KF *1/29/2003*
Auditor Date

soilwatr.doc

2003 01 29 08:34

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the February Adjourned

Term. 20 03

In the County Commission of said county, on the

3rd

day of

February

20 03

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

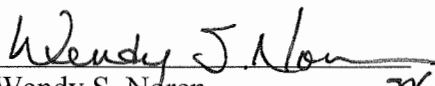
Now on this day, the County Commission of the County of Boone does hereby approve the following budget revision:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1176-71100: GIS County – Outside Services	\$1,000.00	
1176-91302: GIS County – Computer Software		\$1,000.00

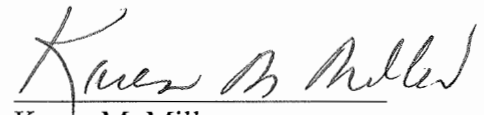
Said budget revision is for the purchase of SQL Server Software for the GIS Department.

Done this 3rd day of February, 2003.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

RECEIVED
JAN 27 2003

01/27/03

EFFECTIVE DATE

FOR AUDITORS USE

49-2003

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Transfer From	Transfer To	
										Decrease	Increase	
1	1	7	6	7	1	1	0	0	GIS - County	Outside Services	\$1000.00	
1	1	7	6	9	1	3	0	2	GIS - County	Computer Software		\$1000.00

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

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

Mike Mallin

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments: *According to Rose, this is the only software GIS will need to purchase - the upgrading of software referred to in his memo is being provided free of charge as part of the partnership. sl*

Auditor's Office

Keith Schenck

PRESIDING COMMISSIONER

Karen M Miller

DISTRICT I COMMISSIONER

[Signature]

DISTRICT II COMMISSIONER

From: Ross Short
To: Michael Mallicoat; Skip Elkin
Date: 1/27/03 4:10PM
Subject: SQL Server Software

Mike and Skip,

FYI - I have filled out the paperwork to request a budget revision for the GIS Department for the SQL Software. As discussed in our previous meeting the cost will be approximately \$1,000 for the SQL Software. Originally the Assessor's Office was going to pay for this software and additional hardware out of emergency funds, but since we came up with a solution ~~were~~ ^{wire} we only have to purchase software, the GIS Department has the funds to do this.

Mike has signed the appropriate documents and they have been forwarded to the Auditor's Office for approval. They will be added to the Commission agenda once all the appropriate signatures are on them.

Let me know if anyone has any questions.

Thanks,
Ross

CC: June Pitchford



BOONE COUNTY
Department of Information Technology
GIS Department

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 123
Columbia, MO 65201-4890
573-886-4325

Ross E. Short

GIS Program Manager

To: Michael Mallicoat
From: Ross E. Short
Date: January 27, 2003
Re: Budget Revision

Mr. Mallicoat,

The GIS Department would like to request a transfer of funds within its 2003 budget. Listed below is the requested transfer.

Funds from 2003 Budget line item 71100 (Outside Services) = \$1,000.00
Funds to 2003 Budget line item 91302 (Computer Software) = \$1,000.00

The requested transfer would subtract \$1,000.00 from the \$1,000.00 in the 2003 Budget line item 71100 (Outside Services) leaving \$0.

The requested transfer would add \$1,000.00 to the \$0 balance in the 2003 Budget line item 91302 (Computer Software) making \$1,000.00.

This request is due to the acceptance of the ESRI Partnership. With Boone County's acceptance of this partnership, we have agreed to upgrade current software, and add additional software. The software that will be purchased with these funds is Microsoft SQL Server Software. This software will allow for increased access to GIS maps and increase display speed. Boone County will receive approximately \$25,000 worth of free training with its acceptance of this partnership.

Thank you,

A handwritten signature in black ink, appearing to read "Ross E. Short".

Ross Short
GIS Project Manager

CORE BUDGET DESCRIPTION SCREEN

ISROSS 09:52

VIEW ONLY

1/27/

Year	2003	Dept	1176	GIS - COUNTY	Finalized	Y
		Account	71100	OUTSIDE SERVICES	CY Proj	100
Description					Qty	Amount
MISC OUTSIDE SERVICES						1,000
					Total	1,000

Class 12,510 Class 2-8 18,774

F2=Key Scr F3=Exit
 F6=Dept Supplemental Budget F10=Notes

Proposed Core	Bottom
Proposed Supplemental	1,000
Auditors Revisions	
Commission Revisions	
Total Budget	1,000

CORE BUDGET DESCRIPTION SCREEN
 VIEW ONLY
 ISROSS 09:5
 1/2
 Year 2003 Dept 1176 GIS - COUNTY Finalized N
 Account 91302 COMPUTER SOFTWARE CY Proj 1,3
 Description Qty Amount

Class 6,200 Class 2-8 18,774
 F2=Key Scr F3=Exit
 F6=Dept Supplemental Budget F10=Notes

Proposed Core _____
 Proposed Supplemental _____
 Auditors Revisions _____
 Commission Revisions _____
 Total Budget _____

FY 2003
Budget Amendments/Revisions
GIS - County (1176)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	1/27/03	91302 71100	Computer Software Outside Services	1,000	1,000	ESR1 partnership	Account 91302 Computer Software - 2003 Budget \$0 Class 9 Fixed Asset Additions - 2003 Budget \$6,200 YTD Actual \$0 Account 71000 Outside Services - 2003 Budget \$1,000 YTD Actual \$0 Class 7 Contractual Services - 2003 Budget \$12,510 YTD Actual \$1,018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the February Adjourned

Term. 20 03

In the County Commission of said county, on the

3rd day of February 20 03

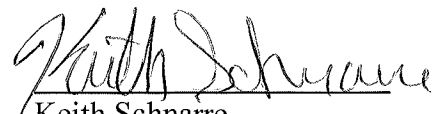
the following, among other proceedings, were had, viz:

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

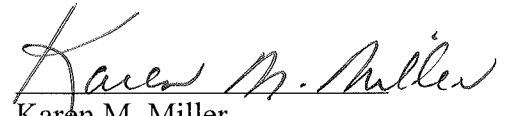
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1194-59000: Mail Services – Motor Fuel/Gas	\$490.00	
1194-59105: Mail Services – Tires	\$460.00	
1123-86800: Emergency Fund	\$7,410.00	
1194-10100: Mail Services – Salaries and Wages		\$1,100.00
1194-10110: Mail Services – Overtime		\$600.00
1194-10200: Mail Services – FICA		\$200.00
1194-22000: Mail Services – Postage		\$5,200.00
1194-48000: Mail Services – Telephone		\$10.00
1194-71600: Mail Services – Equipment Lease and Meter		\$1,250.00

Said budget revision is to cover unforeseen expenses for the FY2002 budget.

Done this 3rd day of February, 2003.



Keith Schnarre
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

REQUEST FOR BUDGET REVISION

RECEIVED
JAN 24 2003

12-31-02

BOONE COUNTY, MISSOURI

1-23-03

EFFECTIVE DATE

FOR AUDITORS USE

50-2003

Department				Account				Department Name	Account Name	(Use whole \$ amounts)	
										Transfer From	Transfer To
										Decrease	Increase
1	1	9	4	5	9	0	0	Mail Services	Motor Fuel/Gas	\$490.00	
1	1	9	4	5	9	1	0	Mail Services	Tires	\$460.00	
1	1	2	3	8	6	8	0	Emergency Fund		\$7,410.00	
1	1	9	4	1	0	1	0	Mail Services	Salaries & Wages		\$1,100.00
1	1	9	4	1	0	1	1	Mail Services	Overtime		\$600.00
1	1	9	4	1	0	2	0	Mail Services	FICA		\$200.00
1	1	9	4	2	2	0	0	Mail Services	Postage		\$5,200.00
1	1	9	4	4	8	0	0	Mail Services	Telephones		\$10.00
1	1	9	4	7	1	6	0	Mail Services	Equip Leases & Meter		\$1,250.00

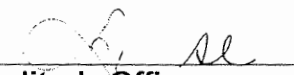
Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): Budget Revision is required due to vacation pay out for Mail Service employee who terminated employment unexpectedly. Also, overtime expense was more than expected due to Mail Service employee leaving suddenly. U.S. Post Office now requires all postage be purchased through Postage By Phone Meter Rental. Meter rental expense was not an expected cost for year 2002.

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


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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


Auditor's Office


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

1/27/03

FY 2002
 Budget Amendments/Revisions
 Mail Services (1194)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	1/24/03	10100	Salaries & Wages	1,100		Cover vacation payout, overtime and phone meter rental	Account 10100 Salaries & Wages - 2002 Budget \$36,228 YTD Actual \$36,504.78
		10110	Overtime	600			Account 10110 Overtime - 2002 Budget \$2,500 YTD Actual \$2,806.15
		10200	FICA	200			Account 10200 FICA - 2002 Budget \$2,962 YTD Actual \$3,010.31
		22000	Postage	5,200			Class 1 Personal Services - 2002 Budget \$50,334 YTD Actual \$50,828.94
		48000	Telephones	10			Account 22000 Postage - 2002 Budget \$220,000 YTD Actual \$199,339.62
		71600	Equip Leases & Meter Chrg	1,250			Class 2 Materials & Supplies - 2002 Budget \$220,280 YTD Actual \$199,861.45
		59000	Motorfuel/Gasoline		490		Account 48000 Telephones - 2002 Budget \$287 YTD Actual \$267.29
		59105	Tires		460		Class 4 Utilities - 2002 Budget \$287 YTD Actual \$267.29
		1123-86800	Emergency		7,410		Account 71600 Equip Leases & Meter Chg - 2002 Budget \$55,700 YTD Actual \$52,631.35
							Class 7 Contractual Services - 2002 Budget \$63,564 YTD Actual \$60,145.35
						Account 59000 Motorfuel/Gasoline - 2002 Budget \$1,500 YTD Actual \$1,018.42	
						Account 59105 Tires - 2002 Budget \$600 YTD Actual \$188.43	
						Class 5 Vehicles Expense - 2002 Budget \$2,800 YTD Actual \$1,843.29	

2002 Emergency Fund
1123-86800

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	AMOUNT	BALANCE	DESCRIPTION
1-1-2002				570,000	570,000	Original budget
3-6-2002	Corrections	1255	70050	15,900	585,900	Duplicate budget
4-18-2002	Purchasing	1118	92300	(3,115)	582,785	Copy machine for Johnson Bldg came in over budget
5-9-2002	Centralia Office	1125	10100/10200/10400	7,208	589,993	Correct budget. Dept 1125 class 1 budget should have been zero.
10-17-2002	Non-Departmental	1190	86885/71105	(17,966)	572,027	Arbitrage, Penalties, and legal fees
10-17-2002	Treasurer	1140	10100/10200/23000/91100	(4,013)	568,014	Hire part-time non-benefitted employee
11-5-2002	Victim Witness	1262	84600/84700/84800	(4,000)	564,014	Cover trial expenses
11-8-2002	Employee Benefits	1192	10600	(7,843)	556,171	Cover Quarter #3 unemployment expense
12-17-2002	Jury Services & Court Costs	1230	84600/71100	(17,600)	538,571	Cover court costs and jury service checks
12-17-2002	Planning & Zoning	1710	Classes 1, 2, 3, 7and 8	(3,900)	534,671	Cover overtime
12-17-2002	Building Codes	1720	Classes 1, 2, 3, 8, 9	(5,930)	528,741	Cover overtime
1-24-2003	Mail Services	1194	Classes 1, 2, 4, 7	(7,410)	521,331	Cover vacation payout, overtime and phone meter rental
Total Revisions				<u>(48,669)</u>		

LEDGER YEAR	FUND	DEPT	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	BUD	TTLEXP	BUD-ACT
2002	100	1194	10000	10100	SALARIES & WAGES	36,228.00	36,504.78	276.78-
	100	1194		10110	OVERTIME	2,500.00	2,806.15	306.15-
	100	1194		10120	HOLIDAY WORKED	.00	38.79	38.79-
	100	1194		10200	PICA	2,962.00	3,010.31	48.31-
	100	1194		10300	HEALTH INSURANCE	5,930.00	5,930.00	.00
	100	1194		10325	DISABILITY INSURANCE	168.00	160.59	7.41
	100	1194		10350	LIFE INSURANCE	66.00	64.80	1.20
	100	1194		10375	DENTAL INSURANCE	520.00	520.00	.00
	100	1194		10400	WORKERS COMP	790.00	793.52	3.52-
	100	1194		10500	401(A) MATCH PLAN	1,170.00	1,000.00	170.00
				TOTAL		50,334.00	50,828.94	494.94-
2002	100	1194	20000	22000	POSTAGE	220,000.00	199,339.62	20,660.38
	100	1194		22500	SUBSCRIPTIONS/PUBLICATION	180.00	302.66	122.66-
	100	1194		23000	OFFICE SUPPLIES	100.00	219.17	119.17-
				TOTAL		220,280.00	199,861.45	20,418.55
2002	100	1194	40000	48000	TELEPHONES	287.00	267.29	19.71
				TOTAL		287.00	267.29	19.71
2002	100	1194	50000	59000	MOTORFUEL/GASOLINE	1,500.00	1,018.42	481.58
	100	1194		59100	VEHICLE REPAIRS	600.00	611.42	11.42-
	100	1194		59105	TIRES	600.00	188.43	411.57
	100	1194		59200	LOCAL MILEAGE	50.00	25.02	24.98
	100	1194		59300	PARKING	50.00	.00	50.00
				TOTAL		2,800.00	1,843.29	956.71
2002	100	1194	70000	70050	SOFTWARE SERVICE CONTRACT	2,000.00	1,650.00	350.00
	100	1194		71500	BUILDING USE/RENT CHARGE	5,864.00	5,864.00	.00
	100	1194		71600	EQUIP LEASES & METER CHRG	55,700.00	52,631.35	3,068.65
				TOTAL		63,564.00	60,145.35	3,418.65
				TOTAL		337,265.00	312,946.32	24,318.68

*** BND OF REPORT ***

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the February Adjourned

Term. 20 03

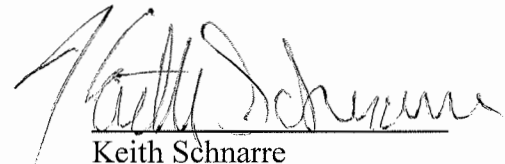
In the County Commission of said county, on the 3rd day of February 20 03

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

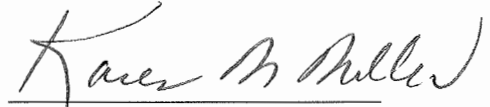
Now on this day, the County Commission of the County of Boone does hereby re-appoint the following to the Boone County Regional Sewer District Board of Directors:

- Richard L. Bock for a five year term to expire on January 31, 2008
- Mark E. Stone for a five year term to expire on January 1, 2008

Done this 3rd day of February, 2003.



Keith Schnarre
Presiding Commissioner

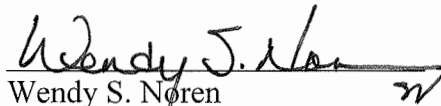


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

Keith Schnarre, Presiding Commissioner
Karen M. Miller, District Commissioner
Skip Elkin District II Commissioner



Boone County Government Center
801 E. Walnut, Room 24
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

RECEIVED
reappt. for 5 yr. term to expire 1/31/2008.
JAN 16 2002
Boone County Commission

Boone County Commission

51-2003

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: REGIONAL SEWER BOARD OF DIRECTORS Term: 5 yrs

Current Township: _____ Today's Date: 1-15-03

Name: RICHARD L. BOCK

Home Address: 5500 E MEXICO GRAVEL RD COLUMBIA Zip Code: 65202

Business Address: P.O. Box 809 JEFFERSON CITY Zip Code: 65102

Home Phone: 573 814-3606 Work Phone: 573-751-3132
Fax: 573-314-3606 E-mail: bocker@mail.ou.state.mo.us

Qualifications: GRADUATE CIVIL ENGINEER REGISTERED IN MISSOURI, OHIO & NEBRASKA, WORK AS OWNERS REPRESENTATIVE FOR PROJECT MANAGER FOR CAPITAL IMPROVEMENT PROJECTS FOR THE STATE

Past Community Service: 20 years on REGIONAL SEWER DISTRICT BOARD OF DIRECTORS

References: ROGER B. WILSON, DON STAMPER, CHIP ELKIN, KAREN MILLER

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Richard L. Bock
Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

Keith Schnarre, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

reappt. for 5 yr. term to
expire 11/1/2008.

51-2003

Boone County Commission

RECEIVED

JAN 24 2002

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Boone County Commission

Board or Commission: Sewer District Term: 5 yrs

Current Township: Rock Bridge Today's Date: 1/6/03

Name: Mark E. Stone

Home Address: 10265 S. Rt N, Columbia, MO Zip Code: 65203

Business Address: 1401 Hathmen Place, Columbia, MO Zip Code: 65201

Home Phone: (573) 657-1934 Work Phone: (573) 874-1646 ext. 27

Fax: N.A. E-mail: mstone@silcolumbia.org

Qualifications: Spent all of my 42 yrs of life (except 6 mths) living in Boone County. Currently live in South Boone County (since 1994). I am very familiar with Boone County government after serving as the Human Resources Director for the County from 1994 through 1999.

Past Community Service: Member of Northwest Rotary Club.

References: Don Stanger, Stan Shawver, Skip Elkin, Battie Johnson, M. Miller, Wendy Noren, Ted Boehm, Kevin Gene, Pat Lensmayer, John Patton, & June Pitchford

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Mark Stone
Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

CERTIFIED COPY OF ORDER

52 -2003

STATE OF MISSOURI }
County of Boone } ea.

February Session of the February Adjourned

Term. 20 03

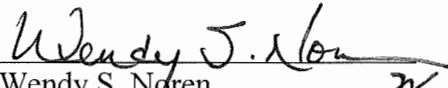
In the County Commission of said county, on the 3rd day of February 20 03

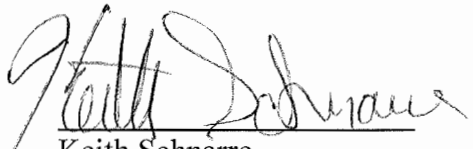
the following, among other proceedings, were had, viz:

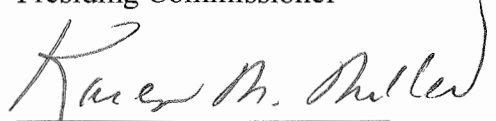
Now on this day, the County Commission of the County of Boone does hereby re-appoint Alyce Turner to the City/County Energy and Environment Commission for a three year term to expire on January 31, 2006.

Done this 3rd day of February, 2003.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



reappt. for 3 yr. term to expire
1/1/2006.

52-2003

Boone County Commission RECEIVED

JAN 15 2002

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Boone County Commission

Board or Commission: Energy and Environment Term: Jan 2003

Current Township: _____ Today's Date: 1/14/03

Name: Alyce Turner

Home Address: 2194 E Bearfield Co, MO Zip Code: 65201

Business Address: mo Dept of Health & Senior Services
930 Wildwood Joplin City MO Zip Code: 65102

Home Phone: (573-489-4388) Work Phone: _____
Fax: _____ E-mail: Turner A 1@dhss.state.mo.

Qualifications: Current Member Energy & Environment Commission (since Jan 2002)
Member Little Bonne Femme Partnership; Member Visioning effort
Work through MO Dept of Health partnering with MO Dept of Natural
Resources on various water quality and energy issues;

Past Community Service: Voter Registrar;
Involvement passage City of Columbia Parks Tax and Stephens Lake
Purchase; Involvement passage city recreation center tax;

References: DR James Davis, DR John Ikard,

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Alyce Turner
Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the February Adjourned

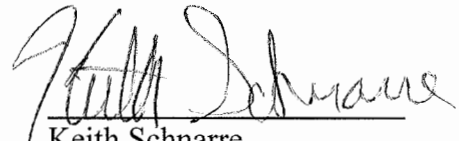
Term. 20 03

In the County Commission of said county, on the 3rd day of February 20 03

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

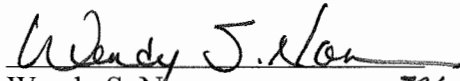
Now on this day, the County Commission of the County of Boone does hereby appoint Beth M. Brown to the Board of Parks Commissioners to expire on January 31, 2007.

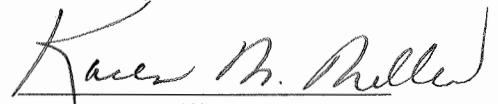
Done this 3rd day of February, 2003.



Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

53-2003

Keith Schnarre, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin District II Commissioner



Boone County Government Center
801 E. Walnut, Room 246
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymr.org

appt. for 4 yr term to expire
1/31/2007

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: BOARD OF PARK COMMISSIONERS Term: _____

Current Township: ROCK BRIDGE Today's Date: 1-23-03

Name: BETH M. BROWN

Home Address: 7650 CAVE CREEK ROAD Zip Code: 65203

Business Address: _____ Zip Code: _____

Home Phone: 573-441-7078 Work Phone: _____
Fax: _____ E-mail: KCBETH@AOL.COM

Qualifications: PARK USER & PARENT OF 4 ADDITIONAL PARK USERS
ACTIVE MEMBER OF THE COMMUNITY & OF THE SCHOOL DISTRICT
PARTICIPATED IN DEVELOPMENT OF THE RAYMORE PARK MASTER PLAN WHEN I WAS ALDERMAN.

Past Community Service: ALDERMAN, CITY OF RAYMORE, 1991-1993
FIREFIGHTER/EMT - BOONE COUNTY FIRE DISTRICT
~~1985~~ 1986-1990

References: STEVE PAULSELL 573-447-5000
SONDRA FLAKER 573-443-3501

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Bette M Brown
 Applicant Signature

Return Application To: Boone County Commission Office
 Boone County Government Center
 801 East Walnut, Room 245
 Columbia, MO 65201
 Fax: 573-886-4311