

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

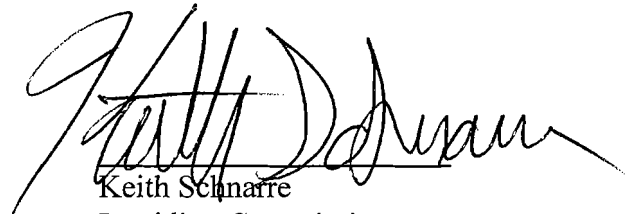
August Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the 18th day of August 20 05

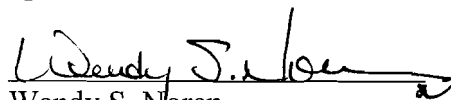
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 44-12JUL05 for Tactical Body Armor to Precinct Police Products. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 18th day of August, 2005.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

339-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: August 10, 2005
RE: 44-12JUL05 Tactical Body Armor

The Bid for Tactical Body Armor closed on July 12, 2005. Six bids were received. The bid from the low bidder, OMB Police Supply, Inc. was determined to be non-responsive because they bid 2 removable ID patches and the bid specifically requested four (4) removable ID patches. The bids from the next three lowest bidders; Southern Uniform and Equipment, Southern Uniform and Equipment Alternate Bid, and Ed Roehr Safety Products were determined to be unacceptable due to the extensive testing the Boone County Emergency Response Team performed on each one of the sample vests submitted (please see the attached testing results submitted by Mike Krohn). Therefore, Purchasing and the Sheriff's department recommend award to Precinct Police Products for submitting the next lowest bid.

Total cost of the contract is \$24,540.00 to be paid out of department 2901 – Sheriff Operations, LE Sales Tax, account number 91300 – Machinery & Equipment.

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

ATT: Bid Tabulation

cc: Leasa Quick, Sheriff's Department
Mike Krohn, Sheriff's Department
Bid File

BID TABULATION						
44-12JUL05 Tactical Body Armor						
4.7. Pricing		OMB Police Supply, Inc.			Barney's	
		Qty	Unit Price	Extended Price	Unit Price	Extended Price
4.7.1	Tactical Body Armor Vests - Protech Armored Products Stealth Series for NIJ 0101.04 Threat Level IIIa or Equivalent	12	\$1,250.00	\$15,000.00	\$1,050.00	\$12,600.00
4.7.2.	Groin Protector Level IIIA- Detachable	12	\$0.00	\$0.00	\$100.00	\$1,200.00
4.7.3.	Throat Protection Panel- Detachable	12	\$0.00	\$0.00	\$0.00	\$0.00
4.7.4.	Ballistic Upper Arm Protection- Level IIIA	12	\$0.00	\$0.00	\$200.00	\$2,400.00
4.7.5.	Modular Grid (Snap & Velcro) Pocket Attachment System	12	\$0.00	\$0.00	\$0.00	\$0.00
4.7.6.	4 Custom ID Removable Patches displaying "SHERIFF"	12	\$0.00	\$0.00	\$0.00	\$0.00
4.7.7.	6 Pouches as identified in Sections 2.18.2. through 2.18.4.	12	\$0.00	\$0.00	\$0.00	\$0.00
4.7.8.	Ballistic Plates	24	\$155.00	\$3,720.00	\$350.00	\$8,400.00
4.7.9.	GRAND TOTAL			\$18,720.00		\$24,600.00
4.9	CO-OP		Yes		Yes	
4.10	Delivery ARO:		30-60 Days		30-45 Days	
			Note: Only bidding 2 removable ID patches, also bidding 8 pouches rather than 6			
	Model Bid:		PPI Spitfire Front Opening IIIA Tactical Vest		Metro Pro MF472 Level IIIA	
	No Bid					
	Kiesler's Police Supply					

From: Mike Krohn
To: Heather Turner
Date: 8/4/2005 10:18:47 PM
Subject: Tac vest bid #44-12JUL05

Heather:

Per our conversation in late July, here are the results of our vest bid and subsequent "testing":

OMB

OMB did not subscribe to the requested specifics of the bid, and thusly were declared "non-responsive."

SOUTHERN UNIFORM AND EQUIPMENT

This is a PACA vest which has several flaws for our purposes and intended use.

1. The vest appears to be one full size smaller in fit than the label suggests. Similar samples from other companies in the "same size" are dramatically larger.
2. On different size test models, the vest left large portions of both the abdominal area and the lower back/kidney area exposed. **THIS IS UNACCEPTABLE!!**
3. The vest is very difficult, if not impossible to properly put on by a single officer. This cannot happen to members of an emergent response unit.

SOUTHERN UNIFORM AND EQUIPMENT (ALTERNATE BID)

This is a Point Blank vest, which also has unacceptable design for our purpose.

1. This vest is designed without connectivity and detachability at the shoulder joint. In event of an emergency it would need to be either cut off (destroying the vest) or drug off an injured man, potentially causing more injury.
2. The vest has inadequate neck and throat protection.
3. The groin protector is not able to be deployed in a convenient manner, as it folds to the vest and is hinged on the bottom. This means an officer would almost need to remove the vest or undo the side to utilize the groin protector. This is an option not always needed, but frequently needed rapidly.

ED ROHR SAFETY PRODUCTS

This is a Protech product we had modeled much of the bid after.

1. Firstly, to gain similar protection in the neck and throat area, the cost of additional options eliminates the bid placement by adding another \$852.00 minimum.
2. The Protech armor sample revealed more of the upper arm/shoulder joint area, leaving open a larger, lethal threat area, when compared to other vests.
3. The vest is again, difficult for one officer to get on alone.

PRECINCT POLICE PRODUCTS

This is a First Choice vest, and it is identical to the bid placed by Barney's except it is \$60.00 cheaper.

We really thought this vest was a great buy. It provides excellent coverage for protection, exceeds in ease of use, has many favorable options and weight is great. If possible we would like to select this vest as our winning bid. If necessary we can bring the samples before you or the commission or ruling authority. While I understand and can appreciate the "lowest possible bidder" process, this is one area I do not want to have to skip on. We are asking these men to go into places and face threats everyday officers dare not go. I certainly do not want to explain to a child or wife of an officer their loved one died so the county could save \$2,000.00 -\$3,000.00 when we have those monies budgeted and will still be under the budgeted amount by several thousand dollars.

Respectfully submitted,

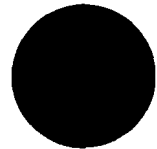
Sgt. Mike J. Krohn Jr.
Commander, Boone County Emergency Response Team
Boone County Sheriff's Department
2121 County Drive
Columbia, MO 65202

Phone 573-875-1111 x-6103
Fax 573-874-8953
mkrohn@boonecountymo.org

8/10/05

DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI



Precinct Police Products

303-421-1515

VENDOR NO.

VENDOR NAME

PHONE #

6350 Wadsworth Blvd
ADDRESS

Arvada
CITY

CO 80003
STATE ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (<\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

Transaction Not Subject To Bidding For The Following Reason:

- Utility
- Travel
- Dues
- Refund
- Cooperative Agreement
- Other (Explain):
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

To: County Clerk's Office

#44-12JUL05

(Enter Applicable Bid / Sole Source / Emergency Number)

Comm Order # 339-2005

Return to Auditor's Office

Ship To Department # 2901

Bill To Department # 2901

Department				Account				Item Description	Qty	Unit Price	Amount	
2	9	0	1	9	1	3	0	0	Tactical Body Armor Vests	12	800.00	9600.00
									Detachable Groin Protector	12	150.00	1800.00
									Detachable Throat Protection Panel	12	100.00	1200.00
									Ballistic Upper Arm Protection	12	100.00	1200.00
									Modular Grid (Snap & Velcro) Pocket Att. System	12	75.00	900.00
									4 Custom ID Removable Patches	12	N/C	N/C
									6 Pouches	12	120.00	1440.00
									Ballistic Plates	24	350.00	8400.00
									TOTAL			24540.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Requesting Official

Auditor Approval

**PURCHASE AGREEMENT FOR
Tactical Body Armor**

THIS AGREEMENT dated the 18 day of AUG 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Precinct Police Products**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Tactical Body Armor, bid number **44-12JUL05** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated July 6, 2005 executed by Stacy Schreiner, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:

• Item 4.7.1. – Twelve Tactical Body Armor Vests	\$9,600.00
• Item 4.7.2. – Twelve Detachable Groin Protectors	\$1,800.00
• Item 4.7.3. – Twelve Detachable Throat Protection Panels	\$1,200.00
• Item 4.7.4. – Twelve Ballistic Upper Arm Protections	\$1,200.00
• Item 4.7.5. – Twelve Modular Grid Pocket Attachment Systems	\$900.00
• Item 4.7.6. – Twelve Sets of 4 Custom ID Removable Patches	No Charge
• Item 4.7.7. – Twelve Sets of 6 Pouches as identified in Sections 2.18.2-2.18.4	\$1,440.00
• Item 4.7.8. – 24 Ballistic Plates	\$8,400.00
• For a total cost of	\$24,540.00

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within eight (8) weeks after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In

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STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the 18th day of August 20 05

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

Now on this day the County Commission of the County of Boone does hereby authorize the disposal of surplus property as listed on the August 11, 2005 memo from the Purchasing Department. It is further ordered that the Presiding Commissioner be hereby authorized to sign said disposal request forms.

Done this 18th day of August, 2005.

Keith Schnarre
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission



340-2005

MEMORANDUM

TO: Boone County Commission
 FROM: Kerry Patton
 RE: Misc Equipment
 DATE: August 11, 2005

The following items have been identified as surplus. The Purchasing Department is requesting approval for disposal by auction.

	Asset #	Description	Make	Model	Condition of Asset	Serial #
1.	N/A	500 Gallon Poly Tank	In House		Fair	
2.	None	Air Compressor		Vertical Tank	Poor, does not run	
3.	None	Air Compressor		Horizontal Tank	Poor, does not run	
4.	None	Ply Tank on truck skid w/ spray bar	500 Gallon		Fair	
5.	None	Heavy Duty Hydraulic Winch			Good, unit is functional	
6.	6675	970 Gallon Truck skid w/ hose			Poor	
7.	7992	Diesel Generator	Military		Cannot locate parts for repair	
8.	11725	Trailer Mounted Tank	500 Gallon	Military	Fair, unit is restorable	
9.	11814	Brine Making Unit	SB1400		New	
10.	11981	Anti Icing Sprayer		COMCPLA18002 10	Excellent	
11.	11982	Anti Icing Sprayer		COMCPLA92510	Excellent	
12.	12077	Anti Icing Sprayer		COMCPLA92510	Excellent	
13.	12078	Anti Icing Sprayer		COMCPLA92510	Excellent	
14.	12079	Anti Icing Sprayer		COMCPLA92510	Excellent	

15.	12080	Anti Icing Sprayer		COMCPLA92510	Excellent	
16.	12081	Anti Icing Sprayer		COMCPLA18002 10	Excellent	
17.	12082	Anti Icing Sprayer		COMCPLA18002 10	Excellent	
18.	12083	Anti Icing Sprayer		COMCPLA18002 10	Excellent	
19.	12084	Anti Icing Sprayer		COMCPLA18002 10	Excellent	
20.	12085	Anti Icing Sprayer		COMCPLA18002 10	Excellent	
21.	12086	Anti Icing Sprayer		COMCPLA18002 10	Excellent	
22.	14154	Digital Camera	Fuji	Finepix 3800	Broken	
23.	None	Mobile Camera	Eyewitness	FW2768	Broken Inoperable	
24.	None	496 Books	SW Reporter	1994	Outdated	
25.	None	53 Books	VAMS	2000	Outdated	

cc: Greg Edington, PW
Sue Lake, Auditor
Surplus File

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August Session of the July Adjourned Term. 20 05

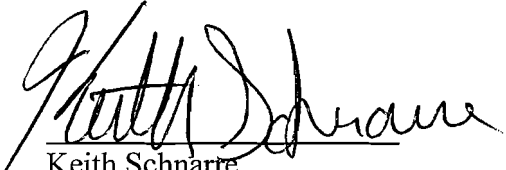
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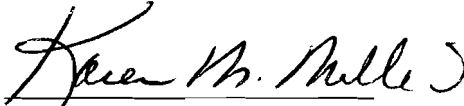
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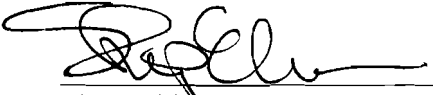
Now on this day the County Commission of the County of Boone does hereby approve the following recommendations from the Job Classification Committee effective January 1, 2006:

- All Office Specialists at range 15 be reclassified to range 20 (excluding all Office Specialist pool positions until we have further information on those pool positions);
- Create a new Senior Buyer classification at pay range 36, classified as non-exempt under the Federal Fair Labor Standards Act (Note – leave the Buyer classification as is);
- Merge all Warrant Specialists and Records Specialists into the Office Specialist classification at the recommended pay range of 20.

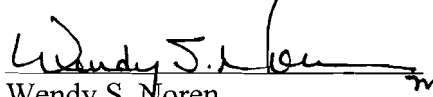
Done this 18th day of August, 2005.


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

341-2005

Boone County Human Resources

BETTY DICKNEITE
Director



601 E. Walnut-Room 211
Columbia, MO 65201
(573) 886-4395

August 12, 2005

TO: Keith Schnarre, Presiding Commissioner
Karen Miller, District 1 Commissioner
Skip Elkin, District 2 Commissioner

FROM: Betty Dickneite, Chairperson
Job Classification Committee

RE: Recommendations from Job Classification Committee

The Job Classification Committee met on August 11, 2005 to review Public Service Personnel Consultant's recommendations on several reclassification requests. After considerable discussion, the Job Classification Committee makes the following three (3) recommendations:

- 1) All Office Specialists at range 15 be reclassified to range 20 (excluding all Office Specialist pool positions until we have further information on those pool positions);
- 2) Create a new Senior Buyer classification at pay range 36, classified as non-exempt under the Federal Fair Labor Standards Act;
(Note – leave the Buyer classification as is);
- 3) Merge all Warrant Specialists and Records Specialists into the Office Specialist classification at the recommended pay range of 20.

Should you have any questions, please let me know.

Cc: Job Classification Committee Members

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August Session of the July Adjourned Term. 20 05

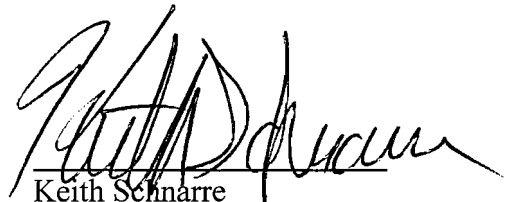
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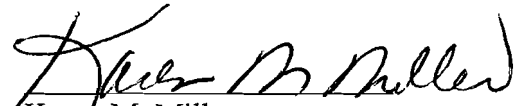
Now on this day the County Commission of the County of Boone does hereby approve the following recommendations from the Road and Bridge Advisory Committee:

- For A Civil Group at the location of Street Estates: To waive the requirement of a 1000' maximum length cul-de-sac and allow Daniel Street to be built as a 1450' cul-de-sac until the remaining property is developed.
- For A Civil Group at the location of Street Estates: To waive the requirement of 32-foot pavement section and allow 28-foot wide pavement section.

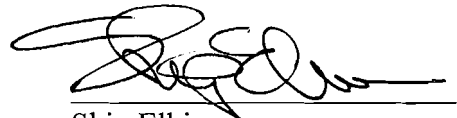
Done this 18th day of August, 2005.



Keith Schnarre
Presiding Commissioner

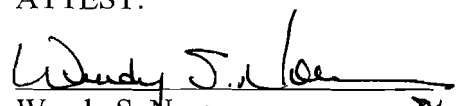


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

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August Session of the July Adjourned Term. 20 05

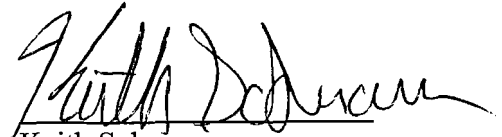
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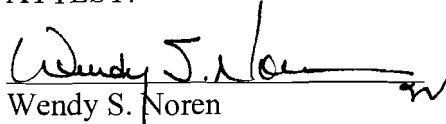
Now on this day the County Commission of the County of Boone does hereby approve the Commercial Lease between Fera Technologies, LLC and Boone County. It is further ordered that the Presiding Commissioner be hereby authorized to sign said lease.

Done this 18th day of August, 2005.

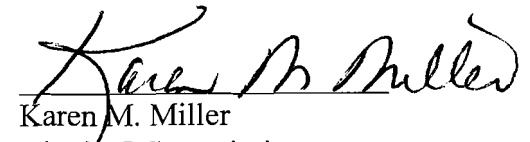


Keith Schnarre
 Presiding Commissioner

ATTEST:



Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

COMMERCIAL LEASE

THIS LEASE, dated the 5th day of Aug, 2005, by and between Boone County, Missouri through its County Commission, herein called "Lessor" and Fera Technologies, L.L.C., Patrick W. Carter and Mikhail Kovalenko, jointly and severally, herein collectively called "Lessee."

WITNESSETH:

WHEREAS, the Lessor is the owner of real estate and building located at 101 N. 7th Street, Columbia, Missouri with legal description as follows, to-wit:

The South Seventy-Nine (79) feet of Lot Number Two Hundred Seventy-Nine (279) in the original Town (now City) of Columbia, Boone County, Missouri;

Subject to easements and restrictions of record.

and

WHEREAS, Lessee desires to lease property for office and commercial retail purposes, and

WHEREAS, Lessor intends to lease the above property on a temporary basis to Lessee until Lessor converts the use of the property to governmental uses and

WHEREAS, both parties hereto desire to reduce and commit the terms and conditions of their lease agreement to writing.

NOW, THEREFORE, in consideration of the performance of the mutual obligations hereunder, the parties agree to the following:

1. Leasehold Conveyance - The Lessor hereby leases to the Lessee the above described premises consisting of approximately 5,047 gross square feet of building space, commencing on the 15th day of August, 2005, for an initial period of one year and 15 days, and which shall automatically renew for thereafter four additional one year periods thereafter, subject to the provisions for rent, increases in rent, and other terms and conditions set forth in this Lease.

2. Leasehold Consideration - In consideration of Lessor granting the above-described leasehold interest to Lessee, Lessee agrees to pay the Lessor the sum of \$1,140.00 as prorated rent for August, then \$2,280.00 per month in rent for the months of September and October, 2005, and thereafter the sum of \$5,000.00 per month for the remainder of the initial one year, fifteen day term; thereafter the Lessee shall pay the Lessor for the second year term annual rent in the sum of \$63,000.00, payable in twelve equal monthly payments. Thereafter, the annual rent shall be increased by 5% over the annual rent for the preceding year for each one year renewal term, payable in equal monthly payments, until this lease expires. All monthly rent shall be payable to Lessor on or before the first day of each month during the initial lease term and each renewal term, and delivered to the Treasurer of Boone County, Missouri, 801 E. Walnut St., Columbia, Mo 65201, or at such other address as may hereafter be designated in writing by Lessor.

3. Condition of Premises – Subject to Lessor’s repair and replacement of all broken window glass on the premises prior to the commencement of this lease, the premises are conveyed to the Lessee in the current condition without representation or warranty as to physical condition. In executing this Lease the Lessee represents that Lessee is knowledgeable of the physical condition of the building and assumes full responsibility and liability for same subject to the other terms and conditions of this Lease.

4. Use of Leased Premises - Lessee agrees that it shall use the leased premises only for general office space and commercial retail sales subject to Lessor’s written approval, which approval shall not be unreasonably withheld so long as the use of the building is in compliance with the ordinances of the City of Columbia and the use is consistent and not in conflict with the general land uses for the property in the downtown Columbia.

5. General Business Operations Expense - Lessee hereby agrees to pay all cost and expense of the business operations conducted on the premises and for all utility services provided or metered to the premises. In addition, Lessee shall pay for all cleaning and janitorial services for the building. Lessor shall be responsible for payment of any assessment for general real estate taxes or special assessments on the building, but only to the extent that Lessor is legal liable to pay for such taxes or assessments. Except as provided for above, it is understood and agreed that Lessor shall have no responsibility or liability for the general operating expense for the rented premises .

6. Maintenance and Repair - Lessee agrees to maintain the leased space in good repair and condition at its own expense, including but not limited to interior walls, interior and exterior window glass and doors, heating, cooling, and ventilation equipment and controls, interior hot and cold water supplies, plumbing and fixtures, and interior electrical and electrical appliances and fixtures. Lessee’s maintenance obligations shall include routine servicing and repair of the heating, ventilating, and air conditioning equipment and controls serving the premises, but should of any such heating, ventilating, or air conditioning equipment or controls require replacement in order to keep the same in good operating condition, the same shall be replaced at Lessor’s separate cost and expense, provided that Lessee demonstrates to the reasonable satisfaction of the Lessor that it has maintained any such equipment requiring replacement in accordance with the manufacturer’s recommended maintenance schedule while in possession of the property which is the subject matter of this lease; otherwise, any such replacement shall be at the expense of the Lessee. It is understood and agreed that Lessor shall have no individual or separate responsibility or liability for the maintenance, upkeep or repair of the interior. Lessor shall be obligated for maintenance, repairs, or replacement of the roof and exterior walls and finishes of the building (excluding exterior window glass and doors), the structural or mechanical components of the building (excluding those mentioned above), the plumbing or electrical service entrances serving the building, and building sewers and underground drains, provided, however, that Lessee shall be responsible for maintenance and repair of sanitary sewer drains resulting from stoppage or backup due to human use, but not due to defects in pipe as a result of age, condition, or obsolescence.

7. Alterations and Improvements - Lessee shall have the right at Lessee's sole cost and expense to make all additions, alterations and changes and improvements in and to the interior of the leased premises from the time as deemed necessary and appropriate; provided, however, if such changes are structural in character, Lessee shall not make such changes without the Lessor’s prior written consent, which consent Lessor agrees shall not be unreasonably withhold so long as such changes do not detrimentally effect the marketability for sale or rental purposes of the leased premises in the judgment of the Lessor. No additions, alterations, changes or improvements to the premises shall be made by the Lessee which will adversely effect the structural integrity of the building and any and all such changes

shall be in conformity with the applicable building and life safety codes.

8. Subletting and Assignment - Unless otherwise authorized in writing by the Lessor, Lessee shall not assign or sublet part or all of the leased premises; this prohibition on assignment shall include permitting third party business operations without the written consent of the Lessor during any lease term. Provided, however, that the Lessor shall not unreasonably withhold consent to subletting or assignment provided the Lessee satisfies the following conditions: (a) the proposed use by third party is in compliance with the provisions of paragraph 4 of this lease, (b) any proposed sublease or assignment shall be in writing and shall be consistent with the terms and conditions of this lease, and (c) that the third party to whom the premises is to be subleased or assigned is capable of meeting its financial obligations under any such sublease or assignment in the sole judgment of the Lessor.

9. Insurance - Lessee agrees to keep and shall be obligated to maintain at its own expense commercial general broad form public liability insurance in such amounts as approved by the Lessor, with the Lessor named as an additional insured and with 30 days advance notice to Lessor of cancellation. At Lessor's request Lessee shall provide certificates of insurance or such other evidence of insurance as will show compliance with the provisions of this paragraph. In addition, Lessee shall carry insurance on building contents or renter's insurance, including business interruption coverage, while this lease in effect. Lessor agrees to keep in full force and effect throughout the term hereof, at Lessor's own expense fire and casualty insurance policy in an amount and with such coverages as determined by the Lessor. Lessee understands and agrees that Lessor will not and shall not be obligated carry insurance of any kind on Lessee's leasehold interest, furniture, fixtures, equipment, leasehold improvements, or other property of the Lessee, and that Lessor shall not be obligated to repair any damage thereto or replace the same. Lessee hereby waives the right of subrogation against the Lessor with respect to any insurance coverage maintained by the Lessor.

10. Damage by Fire or Casualty - Should the leased premises be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered wholly untenable, Lessor at Lessor's option may cause such damage to be repaired at Lessor's sole expense, or Lessor may terminate this lease upon 15 days notice to Lessee. If, by reason of such occurrence, the leased premises shall be rendered wholly untenable, Lessor may at Lessor's option promptly cause such damage to be repaired, and the rent meanwhile shall be abated in whole, unless within thirty (30) days after said occurrence, Lessor shall give Lessee written notice that it has elected not to reconstruct the destroyed premises, in which event this Lease and the tenancy hereby created shall cease as of the date of said occurrence and the rent shall be adjusted as of that date.

11. Quiet Enjoyment - Lessor hereby covenants, warrants, and represents that Lessor has the full and complete legal right to lease the premises to Lessee according to the terms set forth herein and hereby further covenants that, so long as Lessee is not in default hereunder, Lessee shall be entitled to peaceably and quietly use and enjoy the premises free from the claims of all other persons or entities whatsoever.

12. Amendment and Termination - This Lease may be terminated or amended by mutual agreement in writing.

13. Waivers - Waiver of any condition or covenant of this lease or of any breach of any condition or covenant shall not be taken to constitute a waiver of any subsequent breach of such condition or covenant or to justify or authorize the nonobservance on any other occasion of the same or any other condition or covenant hereof. Nor shall any right or remedy of the Lessor herein set forth be exclusive but

shall be in addition to any other rights or remedies allowed by law or equity.

14. Relationship of Parties - Nothing contained in this Lease shall be deemed intended or construed by the parties hereto or by any third party as creating any relationship of principal or agent or of joint venture, or business affiliation. It is understood and agreed that the provisions contained in this Lease or any act of the parties hereto, their agents, officers or employers, shall not be deemed to create a relationship between the parties other than a relationship between Lessor and Lessee.

15. Notices - Whenever a notice shall be given under the provisions of this lease it shall be given in writing and delivered in person or mailed by ordinary mail with sufficient postage affixed as follows: (1) to the Lessor by delivery at the Lessor's address: Presiding Commissioner, Boone County Commission, 801 E. Walnut, Room 245, Columbia, MO 65201, or at another address as directed and actually communicated in writing by the Lessor to the Lessee, and (2) to the Lessee at the leased premises or at another address as directed and actually communicated in writing by the Lessee to the Lessor. Notice shall be sufficient regardless of form if acknowledged as sufficient by the recipient; mailed written notices shall be presumed received on the third day after the date stamped on the envelope by postal authorities unless the date of delivery is proven by other reliable means.

16. Default - It is mutually agreed that this Lease may be terminated by Lessor for nonpayment of rent at any time after the expiration of thirty (30) days following written notice to Lessee of nonpayment of the whole or any part of the rent past due, and such termination shall not prejudice Lessor's right to prosecute for any of the remedies it may have for breach of this Lease. This Lease is made upon the condition that Lessee shall punctually perform each and all of the covenants and agreements herein set forth to be by Lessee kept and performed, and if at any time there be any default on the part of the Lessee in the payment of any amount of money herein agreed to be paid by Lessee, including rental due hereunder, or in the performance or observance of any of the other covenants and agreements of this Lease not pertaining to the payment of money, and any such default shall continue for a period of thirty (30) days after written notice thereof shall have been served upon Lessee, or if Lessee shall file a petition in voluntary bankruptcy or commence any proceeding for the adjustment of its indebtedness under any applicable provisions of the Bankruptcy Act as then in effect, or if Lessee be adjudicated a bankrupt in voluntary bankruptcy proceedings and such adjudication shall not have been vacated within forty-five (45) days from the date thereof, or if a Receiver or Trustee of Lessee's property be appointed and the order appointing such Receiver or Trustee be not set aside or vacated within forty-five (45) days after the entry thereof, or if Lessee shall assign Lessee's estate or effects for the benefit of creditors, or if during the term of this Lease, Lessee shall abandon, vacate or remove from the premises the major portion of the goods, wares, equipment or furnishings usually kept on the premises, then, and in any such event, Lessor may, at its option, forthwith and without further notice, terminate this Lease and re-enter upon and take possession of the demised premises without prejudice, however, to any other right of action or remedy which Lessor may have with respect to any breach by Lessee of any of the terms or covenants herein contained, including Lessor's right to file and recover the maximum claim in bankruptcy permitted under the Bankruptcy Act as then in effect. In the event of default by Lessee in the performance of any of the covenants of this Lease and by reason thereof Lessor employs the services of an attorney to enforce performance of these covenants to evict the Lessee or to collect monies due from the Lessee or to perform any service based upon such default, then, in any of said events, the Lessee agrees to pay a reasonable attorney's fee and all expenses and costs incurred by Lessor pertaining to enforcement of any remedy provided under this Lease.

17. Holdover - In the event Lessee shall continue in possession after the end of the term or extension thereof or after this lease has otherwise expired or terminated, it must be with permission of

Lessor and shall then be deemed to be a month to month tenancy, but if such Lessee shall hold over without Lessor's consent, then the rent to be paid during such holdover term shall be double the rent provided for herein on a monthly basis.

18. Binding Effect - This agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

19. Section Headings - All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

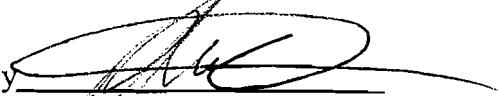
20. Execution - This Lease may be executed in any number of counter-parts, each of which shall be deemed to be an original but altogether shall constitute but one in the same lease.

21. Lessee Representations and Guarantees – Each of the Lessee signatories below represent to Lessor that each is a member of Fera Technologies, L.L.C., with full authority to enter into and perform this lease as Lessee, and that each individual signatory shall be individually, personally, as well as jointly and severally, responsible as Lessee and shall perform and be liable for performance and compliance with the terms and conditions of the lease hereunder in addition to the entity Fera Technologies, L.L.C.

IN WITNESS WHEREOF, the parties hereto have executed this Lease individually and by their duly authorized officers effective the day and year first above written.

LESSEE:

Fera Technologies, L.L.C.

by 
Patrick W. Carter

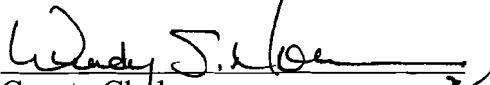
by 
Mikhail Kovalenko

LESSOR:

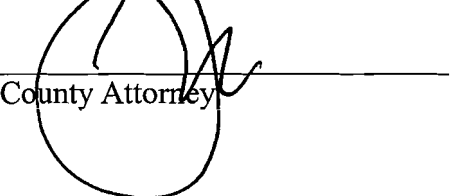
Boone County, Missouri
By its County Commission

by 
Keith Johnson
Presiding Commissioner

ATTEST:


Wanda S. Loe
County Clerk

APPROVED AS A LEGAL FORM


County Attorney

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
No Encumbrance Required 8/15/05
Auditor Date

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned Term. 20 05

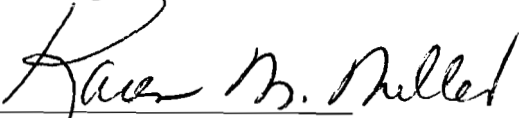
In the County Commission of said county, on the 18th day of August 20 05

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

Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Friday, August 19, 2005 at 11:00 a.m. The meeting will be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized 610.021(13) RSMo. to discuss individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

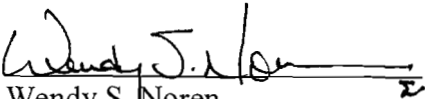
Done this 18th day of August, 2005.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission