

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

27th

day of

October

20 16

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 3614-3616 Juniper Place, parcel #17-703-31-01-006.00 01.

Done this 27th day of October, 2016.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Janet M. Thompson

Janet M. Thompson  
District II Commissioner

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

|                           |   |                                      |
|---------------------------|---|--------------------------------------|
| In Re: Nuisance Abatement | ) | October Session                      |
| 3614-3616 Juniper Pl      | ) | October Adjourned                    |
| Columbia, MO 65202        | ) | Term 2016                            |
|                           | ) | Commission Order No. <u>487-2016</u> |

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 27th day of October 2016 the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: two hot tubs/parts and numerous piles of junk around the house
4. The location of the public nuisance is as follows: 3614-3616 Juniper Pl., Juniper Ridge SD Lot 17 (a/k/a parcel # 17-703-31-01-006.00 01) Section 31, Township 48, Range 12 as shown by deed book 0011 page 0087, Boone County
5. The specific violation of the Code is: two hot tubs/parts and numerous piles of junk around the house in violation of sections 6.5 of the Code. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 19th day of September 2016, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public

nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

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

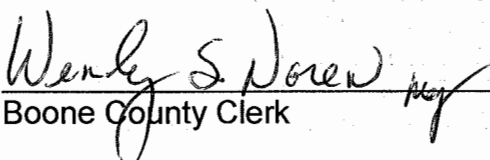
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment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

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

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

3614-3616 Juniper Place

17-703-31-01-006.00 01





3614-3616 Juniper Pl.

ACTIVITY LOG

09/16/2016 citizen complaint received

09/19/2016 complaint investigated – two hot tubs standing on sides/parts and numerous piles of junk around the property

09/16/2016 notice of violation sent via Certified Mail

09/22/2016 Certified Letter was signed for-signature is illegible

10/1/2016 reinspection conducted – violation still present

10/12/2016 pictures taken

10/12/2016 hearing notice sent via First Class Mail

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Recorded in Boone County, Missouri

Date and Time: 08/05/2014 at 09:10:33 AM  
Instrument #: 2014014804 Book: 4335 Page: 85

Grantor: BEETS & MILLER PROPERTIES LLC  
Grantee: CALLAWAY BANK THE

Instrument Type: DT  
Recording Fee: \$57.00 S  
No. of Pages: 12

  
Bettie Johnson, Recorder of Deeds



- 
1. TITLE OF DOCUMENT: Deed of Trust
  2. DATE OF DOCUMENT: August 4, 2014
  3. GRANTOR(S): BEETS & MILLER PROPERTIES LLC
  4. GRANTEE(S): The Callaway Bank
  5. STATUTORY MAILING ADDRESS(ES):

GRANTOR'S ADDRESS:  
1586 S LOUISVILLE DR, COLUMBIA, MO 65203-6527

GRANTEE'S ADDRESS:  
Chapel Hill Facility, 1600 Chapel Hill , Columbia, MO 65203

RECORDATION REQUESTED BY:  
The Callaway Bank, Chapel Hill Facility, 1600 Chapel Hill , Columbia, MO 65203

WHEN RECORDED MAIL TO:  
The Callaway Bank, Chapel Hill Facility, 1600 Chapel Hill , Columbia, MO 65203

SEND TAX NOTICES TO:  
The Callaway Bank, Chapel Hill Facility, 1600 Chapel Hill , Columbia, MO 65203

6. LEGAL DESCRIPTION:  
Legal description of the property is set out in EXHIBIT A.

7. REFERENCE BOOK AND PAGE(S):

Nora Dietzel, Recorder of Deeds

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**DEED OF TRUST  
WITH FUTURE ADVANCES AND FUTURE OBLIGATIONS  
GOVERNED BY SECTION 443.055 RSMO**

**THE TOTAL PRINCIPAL AMOUNT OF ALL OBLIGATIONS SECURED IS \$175,000.00**

**MAXIMUM LIEN.** The total principal amount of obligations at any one time which is secured by this Deed of Trust, in addition to any interest and any amounts advanced by Lender for the protection of the security interests granted herein, is \$175,000.00. This Deed of Trust, including any advances as described above, shall be governed by all provisions of Section 443.055 of the Revised Statutes of Missouri in effect as of the date of this Deed of Trust.

**THIS DEED OF TRUST** is dated August 4, 2014, among **BEETS & MILLER PROPERTIES LLC**, whose address is 1586 S LOUISVILLE DR, COLUMBIA, MO 65203-6527; A Missouri Limited Liability Company ("Grantor"); The Callaway Bank, whose address is Chapel Hill Facility, 1600 Chapel Hill, Columbia, MO 65203 ("Grantee", referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and James M Powell, whose address is 601 E Broadway Suite 203, Columbia, MO 65205 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor does hereby grant, bargain, sell, convey and confirm unto the Trustee for the benefit of Lender as Beneficiary the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); all proceeds (including insurance proceeds); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **BOONE County, State of Missouri:**

See **EXHIBIT A**, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as **3814-3816 JUNIPER PL, COLUMBIA, MO 65201-3866**. The Real Property tax identification number is **17-703-31-01-006.00**.

**FUTURE ADVANCES.** In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future obligations of Grantor to Lender and all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon; however, in no event shall such future advances and obligations (excluding interest) exceed in the aggregate \$175,000.00.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating



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to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Missouri law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall not further encumber the Property or permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien on the Property, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any

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contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy,

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title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

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(Continued)

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**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**TENANCY OF GRANTOR.** By the execution and delivery of this Deed of Trust, Grantor does hereby become a tenant of the Trustee, and Trustee hereby lets to Grantor the Property until the Indebtedness is fully paid or until a sale under the provisions of the paragraph of this Deed of Trust entitled "Foreclosure," at a rental of one cent per month, payable monthly on demand. Grantor agrees to surrender peaceable possession of the Property and every part of the Property sold or conveyed by the Trustee under the terms of this Deed of Trust to the purchaser at such sale upon the day of such sale, without notice or demand.

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Deed of Trust and this Deed of Trust shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Deed of Trust or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Deed of Trust.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Termination of Future Advances.** Grantor's exercise of Grantor's rights under Mo. Rev. Stat. Section 443.055 (or any successor provision to such statute) to terminate the operation of this Deed of Trust as security for future advances on future obligations.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with

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DEED OF TRUST  
(Continued)

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Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Foreclosure.** Lender shall have the right to direct the Trustee to proceed to sell the Property at public vendue or out-cry to the highest bidder for cash, at the customary place for foreclosure sales within BOONE County, State of Missouri, first giving all notices required by Missouri law, then in effect, with respect to exercising powers of sale under the deed of trust. Upon such sale, the Trustee shall execute and deliver a deed or deeds of conveyance of the Property sold to the purchasers thereof, and any statement or recital of fact in any such deed shall be prima facie evidence of the truth of such statement or recital. The Trustee shall receive the proceeds of any such sale, out of which the Trustee shall pay, first the costs and expenses of executing this trust, including compensation to the Trustee and to any attorneys employed by the Trustee, for their services, and the cost of procuring evidence of title; second, to Lender, for all moneys paid for insurance, taxes, lien claims, and other charges, together with interest thereon as provided in this Deed of Trust; third, to Lender, all remaining Indebtedness, including the Note; fourth, the remainder, if any, to the holders of any lien on the Property junior to the lien of this Deed of Trust and to the Grantor, as their interests may appear. In the event the net proceeds of such sale or sales shall not be sufficient to pay in full the Indebtedness secured by this Deed of Trust, unless prohibited by law, Grantor hereby promises and agrees to pay any deficiency thereon on demand, with interest.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Deed of Trust, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Cumulative Remedies.** All of Lender's rights and remedies, whether evidenced by this Deed of Trust, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property

DEED OF TRUST  
(Continued)

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or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property to the extent necessary to give clear title and upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of BOONE County, State of Missouri. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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DEED OF TRUST  
(Continued)

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**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Missouri.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Boone County, State of Missouri.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Missouri as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means The Callaway Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means BEETS & MILLER PROPERTIES LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means BEETS & MILLER PROPERTIES LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

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**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future Improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Deed of Trust, together with all interest thereon.

**Lender.** The word "Lender" means The Callaway Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated August 4, 2014, in the original principal amount of \$175,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means James M Powell, whose address is 601 E Broadway Suite 203, Columbia, MO 65205 and any substitute or successor trustees.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.**

GRANTOR:

BEETS & MILLER PROPERTIES LLC

By: 

KELLY BEETS, Member of BEETS & MILLER PROPERTIES LLC

By: 

EDWIN BREW MILLER, Member of BEETS & MILLER PROPERTIES LLC



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EXHIBIT A

**Lot Seventeen (17) of Juniper Ridge Subdivision in the City of Columbia, Boone County, Missouri, as shown by the Plat thereof recorded in Plat Book 11, Page 54, Records of Boone County, Missouri, and rerecorded in Plat Book 11, Page 87, Records of Boone County, Missouri.**

Nora Dietzel, Recorder of Deeds

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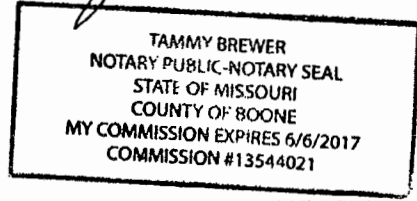
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Missouri )  
County OF Boone ) SS  
 )

On this 4 day of August, 20 14, before me appeared KELLY BEETS, Member of BEETS & MILLER PROPERTIES LLC and EDWIN DREW MILLER, Member of BEETS & MILLER PROPERTIES LLC, to me known to be the persons described in and who executed the foregoing Deed of Trust, as the members or designated agents of BEETS & MILLER PROPERTIES LLC, a limited liability company, and acknowledged that they executed the same as the free act and deed of said limited liability company and are acting for and on behalf of and as members or designated agents of the said limited liability company.

Tammy Brewer  
Notary Public (SEAL)

My Commission expires:  
6-6-17





# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH

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

The Callaway Bank  
Chapel Hill Facility  
1600 Chapel Hill  
Columbia, MO 65203

An inspection of the property you hold a lien on located at 3614-3616 Juniper Pl (parcel # 17-703-31-01-006.00 01) was conducted on September 19, 2016 and revealed two hot tubs and other junk/rubbish around the house.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

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

Sincerely,

Britni Hendren  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 20th day of September 2016 by MD.

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



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH

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

Beets & Miller Properties LLC  
1586 S Louisville Dr.  
Columbia, MO 65203

An inspection of the property you own located at 3614-3616 Juniper PI (parcel # 17-703-31-01-006.00 01) was conducted on September 19, 2016 and revealed two hot tubs and other junk/rubbish around the house.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

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

Sincerely,

Britni Hendren  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 20<sup>th</sup> day of September 2016 by MD.

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



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

Beets & Miller Properties LLC  
1586 S Louisville Dr.  
Columbia, MO 65203

An inspection of the property you own located at 3614-3616 Juniper Pl.(parcel #: 17-703-31-01-006.00 01) was conducted on September 19, 2016 and revealed two hot tubs and junk around the house. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5, 6.7.

**You are herewith notified that a hearing will be held before the County Commission on Thursday October 27<sup>th</sup> at 1:30 am in the County Commissioners Chambers, first floor, at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri.** The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

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

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

Sincerely,

Britni Hendren  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 12<sup>th</sup> day of October 2016 by mn.

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

check: Oct 10



Britni Hendren <britni.hendren@como.gov>

**Fwd: Office of Neighborhood Services Reporting Form : 9-16-2016 10:54:34 am**

**Kala Wekenborg-Tomka** <michala.wekenborg@como.gov>

Fri, Sep 16, 2016 at 12:38 PM

To: Kristine Vellema <Kris.Vellema@como.gov>, Britni Hendren <Britni.Hendren@como.gov>

This address sounds familiar - anyone handling this?

----- Forwarded message -----

From: **leigh.kottwitz** <leigh.kottwitz@como.gov>

Date: Fri, Sep 16, 2016 at 11:44 AM

Subject: Fwd: Office of Neighborhood Services Reporting Form : 9-16-2016 10:54:34 am

To: Michala Wekenborg-Tomka <Michala.Wekenborg@como.gov>

Here's one for you. It's in a tiny area that is outside of City limits. Thanks! Leigh

On Friday, September 16, 2016 at 10:54:35 AM UTC-5, webmaster@como.gov wrote:

The following form submission was received on the City of Columbia website. The sender has been notified of the successful receipt of this request. Recipients should respond to this request within a reasonable time frame, normally within 1 to 3 business days. For more information regarding origin of this message or to report spam contact the Webmaster at webmaster@como.gov

Below are the results of a Web form submitted on: September 16th, 2016 at 10:54AM (CDT).

Issue: Trash/Debris

Observation Date: 09/16/2016

Address/Intersection: 3816 Juniper Pl, Columbia, MO 65201, USA

Description of issue or damage: Two hot tubs out front and other debris around the house.

-----  
Name (optional):  
Email Address (optional):  
Phone Number (optional):  
-----

IP: 174.34.14.44  
Form: Office of Neighborhood Services Reporting Form

View complete results or download attachments at: <https://www.como.gov/CMS/WebForms/>

---  
Kala Wekenborg-Tomka  
Environmental Public Health Supervisor  
President, MO Environmental Health Association  
Columbia/Boone County Public Health and Human Services  
573.874.7346 [www.gocolumbiamo.com](http://www.gocolumbiamo.com)

*My e-mail address has changed to: michala.wekenborg@como.gov Thank you!*

CONFIDENTIALITY STATEMENT



# Boone County Assessor

Boone County Government Center  
801 E. Walnut, Rm. 143  
Columbia, MO 65201-7733

Office (573) 886-4270  
Fax (573) 886-4254  
Open 8:00 am - 5:00 pm Monday to Friday

**Parcel** 17-703-31-01-006.00 01

**Property Location** 3614-3616 JUNIPER PL

**City**  
**Library** BOONE COUNTY (L1)

**Road** COMMON ROAD DISTRICT (CO)  
**Fire** BOONE COUNTY (F1)

**School** COLUMBIA (C1)

**Owner** BEETS & MILLER PROPERTIES LLC  
**Address** 1586 S LOUISVILLE DR  
**City, State Zip** COLUMBIA, MO 65203

**Subdivision Plat Book/Page**

**Section/Township/Range** 31 48 12  
**Legal Description** JUNIPER RIDGE SD  
LOT 17

**Lot Size** 100.00 x 125.00

**Deed Book/Page**

| <b>Current Appraised</b> |               |                | <b>Current Assessed</b> |              |               |
|--------------------------|---------------|----------------|-------------------------|--------------|---------------|
| Type                     | Land          | Bldgs Total    | Type                    | Land         | Bldgs Total   |
| RI                       | 14,300        | 105,000        | RI                      | 2,717        | 19,950        |
| <b>Totals</b>            | <b>14,300</b> | <b>105,000</b> | <b>Totals</b>           | <b>2,717</b> | <b>19,950</b> |

**Most Recent Tax Bill(s)**  
**Residence Description**

**Year Built** 1976 (ESTIMATE)  
**Use** DUPLEX (102)

|                          |                                 |
|--------------------------|---------------------------------|
| <b>Basement</b> NONE (1) | <b>Attic</b> NONE (1)           |
| <b>Bedrooms</b> 6        | <b>Main Area</b> 3,016          |
| <b>Full Bath</b> 2       | <b>Finished Basement Area</b> 0 |
| <b>Half Bath</b> 4       |                                 |
| <b>Total Rooms</b> 10    | <b>Total Square Feet</b> 3,016  |

Copyright © 2016 Boone County, Missouri. All rights reserved.  
This Web application was developed by [Boone County](#).

**Nora Dietzel**  
**Boone County , Missouri - Recorder of Deeds**

[Click Here To View Document](#)

**Boone County Recorder of Deeds**  
**801 East Walnut, Rm. 132**  
**Columbia, MO 65201-7728**

**(573) 886-4345 Office**  
**(573) 886-4359 Fax**

Document recording information

**Instrument** DT - DEED OF TRUST  
**Document No.** 2014014804  
**Book** 4335  
**Page** 85  
**Recording Date** 8/5/2014 9:10:33 AM  
**Dated date** 8/4/2014

Referenced By This Document (0)

References To This Document (0)

**Referenced Amount \$175,000.00**

Grantor(s) (1)

**BEETS & MILLER PROPERTIES LLC**

Grantee(s) (1)

**CALLAWAY BANK THE**

Mortgagee's Address

**CHAPEL HILL FACILITY**  
**1600 CHAPEL HILL**  
**COLUMBIA, MO 65203**

Legal Description(s) (1)

**LT 17 JUNIPER RIDGE SUB COLUMBIA**



**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$  
Certified Fee  
Return Receipt Fee (Endorsement Required)  
Restricted Delivery Fee (Endorsement Required)  
Total Postage & Fees \$ 6.46

Sent To  
Street & Apt. or PO Box  
City, State  
Postmark Here  
SEP 20 2015  
COLUMBIA, MO

The Callaway Bank  
Chapel Hill Facility  
1600 Chapel Hill  
Columbia, MO 65203

PS Form 3811

See Reverse for Instructions

6866 6522 2000 064E 4702

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$  
Certified Fee  
Return Receipt Fee (Endorsement Required)  
Restricted Delivery Fee (Endorsement Required)  
Total Postage & Fees \$ 6.46

Sent To  
Street & Apt. or PO Box  
City, State  
Postmark Here  
SEP 20 2015  
COLUMBIA, MO

Beets & Miller Properties LLC  
1586 S. Louisville Dr.  
Columbia, MO 65203

PS Form 3811

See Reverse for Instructions

9666 6522 2000 064E 4702

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- 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:  
The Callaway Bank  
Chapel Hill Facility  
1600 Chapel Hill  
Columbia, MO 65203

2. Article Number (Transfer from service label)  
7014 3490 0002 2759 9389

3. Service Type  
 Adult Signature  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
 Mail Restricted Delivery

Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Return Receipt for Merchandise  
 Signature Confirmation™  
 Signature Confirmation Restricted Delivery

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X Jara Gracho  Agent  Addressee

B. Received by (Printed Name)  
C. Date of Delivery  
9/22

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

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- 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:  
Beets & Miller Properties LLC  
1586 S. Louisville Dr.  
Columbia, MO 65203

2. Article Number (Transfer from service label)  
7014 3490 0002 2759 9396

3. Service Type  
 Adult Signature  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
 Mail Restricted Delivery

Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Return Receipt for Merchandise  
 Signature Confirmation™  
 Signature Confirmation Restricted Delivery

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X  Agent  Addressee

B. Received by (Printed Name)  
C. Date of Delivery  
9/22

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

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

# CERTIFIED COPY OF ORDER

October Session of the October Adjourned

Term. 20 16

STATE OF MISSOURI }  
County of Boone } ea.

In the County Commission of said county, on the 27th day of October 20 16

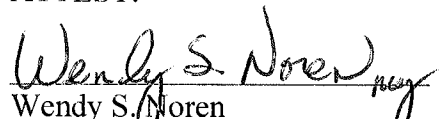
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Sole Source Contract 134-123116SS with Priority Dispatch for Licenses & Maintenance for call taking software system, Quality Assurance software, National Q Quality Assurance Program and training courses.

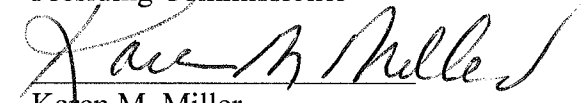
It is further ordered the Presiding Commissioner is hereby authorized to sign said Sole Source Fact Sheet.

Done this 27th day of October, 2016

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



613 E. Ash, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** October 27, 2016  
**RE:** Sole Source Approval –134-123116SS – Card and Software License and Service/Maintenance agreement for Priority Dispatch Systems software

Attached for signature and approval is a Sole Source Request Form. The intent to purchase as sole source was advertised in the Columbia Missourian and Columbia Tribune on September 16, 2016.

134-123116SS – Card and Software License and Service/Maintenance agreement for Priority Dispatch Systems software for the call taking software system (ProQA) and Quality Assurance software (AQUA); National Q quality assurance program (call review service); training courses.

Vendor: Priority Dispatch of Salt Lake City, Utah. They are the only contracted provider of protocol systems of the accrediting agency, International Academies of Emergency Dispatch (IAED).

Description: The 911 Call taking software guides emergency operators through the call-taking protocols established by International Academies of Emergency Dispatch (IAED). AQUA software interfaces with call logging system for case review. National Q is a call-review service for quality assurance; required for department accreditations. Courses are provided to new hires for individual IAED Emergency Operator certifications in Medical, Fire and Poice and to staff for certifications that allow them to serve in training and call review capacities.

Cost is \$30,464/year for the Card and Software License and Service/Maintenance agreement and will be paid from department 2701 – Joint Communications Operations, account 70050 – Software Service Contract. Cost is \$81,760.00 for the National Q service and will be paid from department 2701 – Joint Communications Operations, account 70050 – Outside Services.

ATT Sole Source Request

cc: Patricia Schreiner, Chad Martin / 911 Joint Communications, Sole Source File

Vendor #  
1535!

Commission Order: \_\_\_\_\_

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



613 E. Ash, Rm 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

|                             |                                       |
|-----------------------------|---------------------------------------|
| <b>Originating Office</b>   | Boone County 911 Joint Communications |
| <b>Person Requesting</b>    | Pat Schreiner, Budget Administrator   |
| <b>Date Requested</b>       | September 12, 2016                    |
| <b>Contact Phone Number</b> | 573-886-7207                          |

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

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt 9-15-16  
Signature Date

SOLE SOURCE NUMBER: 134-1234655  
(Assigned by Purchasing)

COMMISSION APPROVAL: [Signature] 10-27-16  
Signature Date

Expiration Date: 20 through ON-GOING 20 One Time Purchase (check)

|  |   |
|--|---|
| <b>Vendor Name</b>                     | Priority Dispatch   |
| <b>Vendor Address</b>                  | 110 S. Regent St., Suite 500, Salt Lake City UT 84111   |
| <b>Vendor Phone and Fax</b>            | (800) 363-9127  |
| <b>Product Description</b>             | Licenses & maintenance for call taking software system (ProQA) and Quality Assurance software (AQUA); National Q quality assurance program (call review service); training courses. |
| <b>Estimated Cost</b>                  | <del>36,824.50</del> 30,464.00<br>\$31,000/year for software maintenance; \$85,000/year for National Q  |
| <b>Department/Account</b>              |   |
| <b>Number(s) Invoices Will Be Paid</b> | 2703-70050<br><del>2701/60050</del> and 2701/71100  |

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)

2. Briefly describe the commodity/material you are requesting and its function:  
*911 Call taking software guides emergency operators through the call-taking protocols established by International Academies of Emergency Dispatch (IAED). AQUA software interfaces with call logging system for case review. National Q is a call-review service for quality assurance and is required for department accreditations. Courses are provided to new hires for individual IAED Emergency Operator certifications in Medical, Fire and Police, and to staff for certifications that allow them to serve in training and call review capacities.*
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.  
*Only contracted provider of protocol systems of the accrediting agency, International Academies of Emergency Dispatch (IAED).*
4. What research has been done to verify this vendor as the only known source?  
*Obtained memorandum of sole source from vendor, attached.*
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material? NA
  - 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 – this is the protocol system currently used in Joint Communications and is integral to the IAED accreditations held by the department for Medical, Fire, and Police dispatch.*
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?  
*Not initial purchase*
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).  
*Not an upgrade*
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)  
Please provide document numbers.  
*Sole Source (City of Columbia)*
10. What are the consequences of not securing this specific commodity/material?  
*Increased liability, compromised service to the public, loss of accreditations*
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).  
*Memorandum of Sole Source from the vendor is attached*
12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?  
*Indefinite*



**MEMORANDUM OF SOLE SOURCE**  
**Emergency Medical, Police, and Fire Priority Dispatch Systems**  
 26 January 2016

Priority Dispatch Corp. (evolved from Medical Priority Consultants, Inc.) is the only all-purpose and comprehensive Priority Dispatch systems provider company in the world. This includes the following exclusive areas within Emergency Dispatch:

- 1) Only provider of Expert System Priority Dispatch call-taking software
- 2) Only provider of fully two-way CAD integrated Priority Dispatch software system (ProQA)
- 3) Only provider of Automated Quality Assurance Priority Dispatch Case Review software (AQUA)
- 4) Only provider of 24 hour/7day technical support service for Priority Dispatch-related software
- 5) Only contracted provider of the International Academies of Emergency Dispatch's unified protocol systems: Medical Priority Dispatch System version 13.0, Police Priority Dispatch System version 5.0, and Fire Priority Dispatch System version 6.1
- 6) Only contracted provider of the International Academies of Emergency Dispatch's unified alternate care/referral protocol OMEGA (Medical Priority Dispatch System) version 13.0 OMEGA
- 7) Only contracted provider of the IAEMD's Principles of Emergency Medical Dispatch, 5<sup>th</sup> Edition
- 8) Only provider of Comprehensive Implementation of MPDS, FPDS, and PPDS Consulting Services (IAED Accreditation Eligibility services)
- 9) Only contracted Emergency Dispatch Instructor Training organization through the International Academies of Emergency Dispatch
- 10) Only contracted ED-Q Training organization through International Academies of Emergency Dispatch
- 11) Only contracted National Q comprehensive quality assurance program
- 12) Only contracted Priority Dispatch International Emergency Dispatch Leadership Certification Seminar Training organization through International Academies of Emergency Dispatch
- 13) Only Priority Dispatch CD-ROM-based continuing education (CDE) program provider
- 14) Only contracted provider of IAED-approved Priority Dispatch standards and versions update materials
- 15) Only provider of automated EMD Dispatch Diagnostics (Agonal Breathing Detector Dx, Pulse Check Dx, CPR Compressions Monitor and Metronome, Childbirth Contractions Timer Dx, Stroke Diagnostic Tool Dx, Aspirin Diagnostic and Instruction Tool, Meningitis Diagnostic Tool)

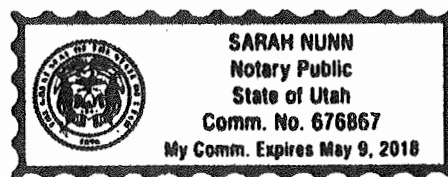
Priority Dispatch takes pride in being the sole source for the majority of Priority Dispatch-related systems and services and is generally acknowledged as both the inventor of the science and the leader in the field of Priority Dispatch.

If any further information is required, please contact me directly.

Sincerely,

Jeff J. Clawson, M.D.  
 CEO & Medical Director  
 Director, Division of Research & Standards

- Cc:
- Office of the President
  - Contracts Division
  - Director of Sales and Service
  - Director of Consulting
  - Director of Technical Support
  - Director of Software Development Group
  - Director of International Services
  - Manager of Research
  - Manager of Standards and Translation
  - Manager of Quality Assurance



*Sarah Nunn 1-26-2016*



# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



613 E. Ash St.-Rm 110  
Columbia, MO 65201  
Phone (573) 886-4391  
Fax (573) 886-4390

**To:** Melody Cook (884-0003)  
[cookmr@missouri.edu](mailto:cookmr@missouri.edu)  
[advertising@columbiamissourian.com](mailto:advertising@columbiamissourian.com)

**From:** Melinda Bobbitt, Director of Purchasing

**RE:** Advertisement for Sole Source Purchase

**Date:** September 14, 2016

**The following is a sole source purchase advertisement. Please call if you have any questions.**

## NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

**Uninterruptible Power Supply equipment maintenance plan from Eaton Corporation of Raleigh, NC and licenses and maintenance for call taking software system (ProQA) and Quality Assurance software (AQUA); National Q quality assurance program (call review service) with training courses from Priority Dispatch of Salt Lake City, UT.**

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on October 4, 2016**. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).

Melinda Bobbitt, CPPO  
Director, Boone County Purchasing

Insertion date: Friday, September 16, 2016  
COLUMBIA MISSOURIAN

**Page** : 1 of 1    09/15/2016 08:43:14  
**Order Number** : 30996233  
**PO Number** :  
**Customer** : L8864390 Boone Co. Purchasing  
**Contact** :  
**Address1** : 613 East Ash  
**Address2** :  
**City St Zip** : Columbia MO 65201  
**Phone** : (573) 886-4392  
**Fax** : (573) 886-4390  
**Credit Card** :  
**Printed By** : Cook, Melody R.  
**Entered By** : Cook, Melody R.  
**Keywords** : Uninterruptible Power Supply equipment maintenance  
**Notes** :  
**Zones** :

**Ad Number** : 31007516  
**Ad Key** : 30996233  
**Salesperson** : 67 - Legal Acct  
**Publication** : Columbia Missourian  
**Section** : Classified Section  
**Sub Section** : Classified Section  
**Category** : Legal Notices 1300  
**Dates Run** : 09/16/2016-09/16/2016  
**Days** : 1  
**Size** : 1 x 3.20, 32 lines  
**Words** : 162  
**Ad Rate** : Open  
**Ad Price** : 20.80  
**Amount Paid** : 0.00  
**Amount Due** : 20.80

---

**NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE**  
 Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:  
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 To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by 9:30 a.m. on October 4, 2016. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201. Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.  
 Melinda Bobbitt, CPPO  
 Director, Boone County Purchasing  
 Insertion date: September 16, 2016



# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



613 E. Ash St.-Rm 110  
Columbia, MO 65201  
Phone (573) 886-4391  
Fax (573) 886-4390

**To:** Ruby Kuhler  
rwheeler@tribmail.com

**From:** Melinda Bobbitt, Director of Purchasing

**RE:** Advertisement for Sole Source Purchase

**Date:** September 14, 2016

**The following is a sole source purchase advertisement. Please call if you have any questions.**

## NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

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To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on October 4, 2016**. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).

Melinda Bobbitt, CPPO  
Director, Boone County Purchasing

Insertion date: Friday, September 16, 2016  
COLUMBIA TRIBUNE

**Melinda Bobbitt - RE: ad**

---

**From:** "Kuhler, Ruby" <rgkuhler@columbiatribune.com>  
**To:** 'Melinda Bobbitt' <mbobbitt@boonecountymo.org>  
**Date:** 9/14/2016 4:27 PM  
**Subject:** RE: ad  
**Attachments:** 2048373.pdf

---

Melinda:

Good afternoon! I have attached a copy of the notice as it will appear Friday 9/16. Total cost is \$41.04. Please review the attached proof closely and make the following notations:

- If changes are required, mark them clearly on the proof; either email changes or and fax to 866-294-7696
- If no changes are required, please email confirmation

For your convenience, we will fax affidavits of publication on the final or next business day after the completion of your notice. If you'd like to utilize this option, please let us know with your fax number. We will mail the hard copy file after completion of the notice or with your bill.

**CANCELLATION POLICY**

Please be advised that if a legal notice is cancelled prior to publication, a \$35.00 production fee will be charged. Cancellations or changes made within the duration of the ad will be effective for the next available publication according to our deadlines (typically 72 – 96 hours prior to publication, depending on publication date). Cancellation instructions **MUST** be faxed to 866.294.7696. If you do not receive confirmation from us that the notice has been cancelled, it is your responsibility to follow up on the cancellation request by calling 573-815-1855. The Columbia Daily Tribune will not be liable for cancellation discrepancies if these procedures are not followed.

Thanks,

Ruby

Ruby Kuhler  
Classified Advertising Manager  
Columbia Daily Tribune / ColumbiaTribune.com PO Box 798, Columbia, MO 65205  
Ph 573.815.1859  
Fx 866.294.7696

TRIBUNE CLASSIFIEDS  
The Market Leader

**From:** Melinda Bobbitt [mailto:mbobbitt@boonecountymo.org]

**NOTICE OF INTENT TO  
MAKE SINGLE FEASIBLE  
SOURCE PURCHASE**

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

**Uninterruptible Power Supply equipment maintenance plan from Eaton Corporation of Raleigh, NC and licenses and maintenance for call taking software system (ProQA) and Quality Assurance software (AQUA); National Q quality assurance program (call review service) with training courses from Priority Dispatch of Salt Lake City, UT.**

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on October 4, 2016**. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201. Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail:

**[mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)**

Melinda Bobbitt, CPPO  
Director, Boone County Purchasing

**INSERTION DATE:** September 16,  
2016

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

27th

day of

October

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement between Boone County and Medical Priority Consultants, Inc. d/b/a Priority Dispatch Corp.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Addendum to Public Safety Priority Dispatch Systems Card and Software License and Service Agreement.

Done this 27th day of October, 2016.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Janet M. Thompson

Janet M. Thompson  
District II Commissioner

**BOONE COUNTY, MISSOURI**  
**ADDENDUM TO PUBLIC SAFETY PRIORITY DISPATCH SYSTEMS**  
**CARD AND SOFTWARE LICENSE AND SERVICE AGREEMENT**

This Addendum to the Software License and Service Agreement is hereby entered into by and between **Medical Priority Consultants, Inc. d.b.a. Priority Dispatch Corp.** (Contractor), and **Boone County, Missouri** (Customer):

Customer and Contractor, intending to be legally bound, agree to the following terms and conditions which are considered part of and a supplement to the Software License and Service Agreement between the parties:

1. **Description:** Basic Service Plan (maintenance, support, updates and services) for software already in place for Boone County 911 Joint Communications for the Priority Dispatch Systems (PDS). Priority Dispatch Systems includes Card Sets, call taking software (Pro-QA), quality assurance software (AQUA) and ESP Combo as detailed on the attached ESP Combo Request Form for \$30,464.00 per year. Boone County sole source number **134-123116SS**.
2. **Warranties of Contractor Capability:**
  - a. Contractor warrants that it is financially capable of fulfilling all requirements of this contract, that there are no legal proceedings or pending investigations against it that could threaten performance of this contract, and that Contractor is a validly organized entity that has the authority to enter into this contract. Contractor further warrants it is not prohibited by any loan, contract, financing arrangement, non-compete agreements, trade covenant, or similar restriction from entering into this contract.
  - b. No individual who owns a control interest defined as 5% or more of the voting stock or other equity interest in Contractor or who is an officer, member, or otherwise involved in the day to day management or operation of Contractor shall have been convicted or pled guilty, whether or not sentence is imposed, of an election-related offense or felony. If such conviction or plea of guilty occurs during the contract period or during any contract renewal period, Contractor shall notify County within twenty-four (24) hours of such conviction or plea; and, this contract may be subject to immediate contract termination in addition to any other remedies available pursuant to this contract.
3. **Termination:**
  - a. County may terminate this agreement at any time per the requirements in paragraph *17. Termination of the Client License and Service Agreement for Priority Dispatch Systems*.
4. **Inventions, Patents, and Copyrights:**
  - a. Contractor shall report to County promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which Contractor has knowledge.

- b. County agrees that Contractor has the right to defend or at its option to settle, and Contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against County on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by Contractor to County under this agreement. Contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against County on such issue in any suit or proceeding defended by Contractor. County agrees that Contractor at its sole option shall be relieved of the foregoing obligations unless County notifies Contractor promptly in writing of any such claim, suit, or proceeding, and at Contractor's expense, gives Contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by Contractor to County becomes, or in the opinion of Contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, Contractor may, at its option and its expense: (1) procure for County the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the County, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by County, less a reasonable sum for use and damage. Contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to County by Contractor, or (2) the modification of such product or part unless such modification was made by Contractor, or (3) the use of such product or part in manner for which it was not designed.
- c. Contractor shall not be liable for any cost, expense, or compromise, incurred or made by County in conjunction with any issue of infringement without Contractor's prior written authorization. The foregoing defines the entire warranty by Contractor and the exclusive remedy of County with respect to any alleged patent infringement by such product or part.

**5. Intellectual Property Rights:**

- a. Contractor hereby represents that to the best of its knowledge under the prevailing standards of diligence in its industry, has free and clear title (including all proprietary rights) to any products delivered to the County or the right to license, transfer or assign any and all products that are licensed, transferred, or otherwise provided to County by Contractor pursuant to this contract. Upon request of County, Contractor shall demonstrate that all aspects of the licensed products are its original work or that Contractor is authorized to sublicense on the terms stated herein. County shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the licensed software prior to installation and delivery thereof. It shall be Contractor's sole

responsibility to obtain insurance coverage for such loss in an amount that Contractor deems appropriate.

**6. Applicable Laws:**

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

**7. Contract Term:** November 1, 2016 through October 31, 2017. This contract may at the sole discretion of the County and with the agreement of Contractor be renewed for one-year periods. Contractor agrees and understands that the County may require supplemental information to be submitted by Contractor prior to any renewal of this agreement.

SO AGREED.

**CONTRACTOR – MEDICAL PRIORITY CONSULTANTS, INC. D.B.A. PRIORITY DISPATCH CORP.**

By:

  
\_\_\_\_\_

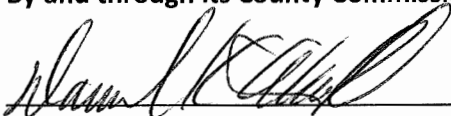
Printed Name/ Title:

Brent E. Hawkins, Vice President and General Counsel

**COUNTY – BOONE COUNTY, MISSOURI:**

**COUNTY OF BOONE**

By and through its County Commission

  
\_\_\_\_\_


Daniel K. Atwill, Presiding Commissioner

ATTEST:

  
\_\_\_\_\_

Wendy S. Noren, County Clerk

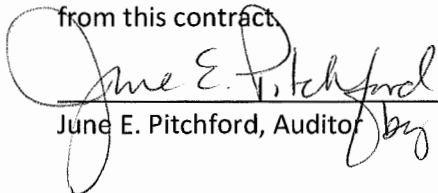
Approved as to legal form:

  
\_\_\_\_\_

County Counselor

**Auditor Certification:**

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

  
\_\_\_\_\_

June E. Pitchford, Auditor

10/27/14  
Date

2703/10050 / \$30,464.00

Appropriation Amount

### ESP Combo Request Form

Requested By: Shawn

Date: June 17, 2005

|                           |   |   |   |                |
|---------------------------|---|---|---|----------------|
| Agency Information        | Agency:   | Columbia/Boone County Joint Comms         |   |                |
|                           | Contact:  | Joe Piper                                 |   |                |
|                           | Address:  | 17 North 7th Street<br>Columbia, MO 65201 |   |                |
|                           | Phone:  | (573)874-7400                             | Fax:  | 1-573-875-1072 |
|                           | Email:  | MEDICAL                                   | FIRE  | POLICE         |
| <b>CARDSET</b>            |   |   |   |                |
| CARDSETS                  | License number:   | C00000B0098M                              | C00000B0098F                                | C00000B0098P   |
|                           | Version:  | 11.2                                      | 3.0   | 2.0            |
|                           | Quantity:   | 3   | 1   | 1              |
|                           | ESP Amount:   | 117                                       | 39  | 49             |
|                           | Origination Date:   | 8/1/2004                                  |   | 6/1/2003       |
|                           | ESP Expiration:   | 8/1/2005                                  |   | 6/1/2005       |
| <b>PRO-QA Information</b> |   |   |   |                |
| PRO-QA                    | License number:   | P000007F0                                 |   |                |
|                           | Version:  | 3.4.2                                     |   |                |
|                           | Quantity:   | 8   |   |                |
|                           | ESP Amount:   | 4419                                      |   |                |
|                           | Origination Date:   | 6/17/1999                                 |   |                |
|                           | ESP Expiration:   | 12/30/2005                                |   |                |
| <b>AQUA Information</b>   |   |   |   |                |
| AQUA Info.                | License number:   |   |   |                |
|                           | Version:  | 5.0.0.21                                  |   |                |
|                           | Quantity:   | 2   |   |                |
|                           | ESP Amount:   | 434                                       |   |                |
|                           | Origination Date:   | 6/17/1999                                 |   |                |
|                           | ESP Expiration:   | 8/17/2005                                 |   |                |
| <b>ESP Combo</b>          |   |   |   |                |
| ESP Combo.                | Cards <input checked="" type="checkbox"/>                       | \$117                                     | \$39  | \$49           |
|                           | ProQA <input checked="" type="checkbox"/>                       | \$4419                                    | \$  | \$             |
|                           | AQUA <input checked="" type="checkbox"/>                        | \$434                                     | \$  | \$             |
|                           | CDE <input checked="" type="checkbox"/> # of positions <u>8</u> | \$1200                                    | \$  | \$             |
|                           | <b>NEW TOTAL:</b>   | <b>\$6258</b>                             | <b>New Date:</b><br><b>November 1, 2005</b> |                |

AA  
Signature

6/17/05  
Date

[Signature]  
Signature

Date



## **PUBLIC SAFETY PRIORITY DISPATCH SYSTEM ("PDS")**

### **Client License and Service Agreement for Priority Dispatch Systems**

Welcome to Priority Dispatch! This PDS Card and Software License and Service Agreement (the "Agreement") details provisions agreed-upon for licensed client use of the specified Licensed Product(s) between Medical Priority Consultants, Inc. ("MPC"), d.b.a. Priority Dispatch Corp. ("PDC"), as Licensor, and you, the specified Client, as Licensee. Integral to this Agreement are its Basic and Extended Service Plans (all together, the "CLA/BSP"). The Licensed Product(s) are as specified in Client's License Fee Invoice from PDC and elsewhere in the documentation of the CLA/BSP. In order for you to use the Licensed Product(s), and to receive product service and customer support ("S&S") thereon, it is necessary for you to enter into this Agreement and to register with PDC using the Client Registration Form at the end of this Agreement. Thank you for purchasing this user's license, and for taking time to read the Agreement and register. Please contact your Client Representative at PDC for additional information and for any help required with your implementation and use of the Licensed Product(s), service and support.

### **Electronic-Acceptance Software License & Service Agreement**

**BEFORE PROCEEDING TO INSTALL THE SOFTWARE PROVIDED WITH (AND WHICH IS SUBJECT TO) THIS AGREEMENT, PLEASE CAREFULLY READ THE ACCOMPANYING TERMS AND CONDITIONS OF THIS LICENSE & SERVICE AGREEMENT**

***INSTALLING OR USING ANY OF THE SOFTWARE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.***

**IF YOU DO NOT AGREE TO ACCEPT THEM, YOU MAY RETURN THE SOFTWARE AND ACCOMPANYING DOCUMENTATION WITHIN 10 DAYS AFTER YOUR RECEIPT THEREOF, FOR A REFUND OF ANY NEW FEES YOU HAVE PAID FOR THIS PARTICULAR UPDATE, UPGRADE AND/OR NEW LICENSE**

#### ***ELECTRONIC-ACCEPTANCE:***

*The person accepting this Agreement for the Client represents that s/he is duly authorized to do so for and on behalf of the Client, and that the Client understands and agrees to be bound by the terms and conditions of this Agreement.*

#### ***Terms and Conditions of Agreement***

**1. Software** means the Priority Dispatch System ("**PDS**") software and/or cards that you receive from PDC in connection with this Agreement and as further identified above, regardless of the medium on which it is stored. **Documentation** means the end user documentation that you receive from PDC for the Software. Whenever the context reasonably permits, any reference in this Agreement to "Software" shall also apply to the PDS and to the Documentation, which together comprise the **Licensed Product**. Except as provided below, in the section entitled "Limited Software Warranty," any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC.

**2. A PDC Product.** The Software and any and all copies thereof and derivatives therefrom are owned by PDC. You acknowledge that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. You agree not to infringe upon any of these exclusive intellectual property rights of PDC and that you will not attempt to record or register any of them for any party. Copies of the Software are loaned to you by PDC for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section entitled "Termination").

**3. Stations, Licensed Stations, Number of Licensed Stations.** “Stations” are computers, terminals, nodes, computer aided dispatch stations, or workstations in your possession and control. “Licensed Stations” are your Stations that have access to the Software and for which you have paid the applicable License Fee to PDC for this License to use the Software. The “Number of Licensed Stations” is specified above and in your License Fee invoice from PDC. You may not use the Software in connection with any Stations (or any other computers, terminals, nodes or workstations) other than the Licensed Stations, and the number of Stations using or having access to the Software shall at no time exceed the Number of Licensed Stations. “Training Stations” are Stations that have access to the Software but are dedicated to the purpose of training personnel on the use of computerized functions in the call-center, and may not be used to take real or live calls. “Backup Stations” are Stations that have access to the Software but have been designated as backup stations for emergency contingency use only. Backup Stations are separate and independent from the Licensed Stations, and cannot run concurrent functions with the Licensed Stations. Backup Stations are only licensed to be used in circumstances when the Licensed Stations are rendered inoperable.

**4. License of Software.** PDC grants to you a nonexclusive, non-transferable limited license (the “License”) to use the Software on the Number of Licensed Stations. This License also authorizes you to use the Documentation, but only in connection with your licensed use of the Software. The Term of the License begins on the date you receive the Software and accept this Agreement, and runs thereafter for 99-years, unless terminated earlier, as provided in this Agreement. Rights not expressly granted to you under this Agreement are reserved by PDC.

**5. License Fee.** You must pay PDC the License Fee specified above and in your License Fee invoice from PDC when the License is purchased. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

**6. Copies & Use.** You may copy Software as necessary to use Software on Licensed Stations or for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit you from making any other copies; or from making any derivatives of the Software, system protocols, or anything in the PDS; or from making any use of the Software in any manner not licensed by this Agreement.

**7. Use and Protection of the Licensed Product(s) and PDS.** You are not entitled to receive any source code for the Software. Without PDC’s express, prior written permission, you may not: (a) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license. Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as provided for elsewhere in this Agreement) are not in breach of this section. You acknowledge that your material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support, and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek and obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against your breach or threatened breach of the Agreement, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

**8. Basic Service Plan.** This Agreement includes and incorporates the accompanying Basic Service Plan (“BSP”). For 30-days, beginning on the date the Software under this License is delivered to you (and provided that you have accepted this Agreement and registered, using the Client Registration Form at the end of this Agreement), you are entitled to the maintenance, support, Updates and services offered by PDC through the BSP. This 30-day BSP is included in your Initial License Fee, and it may be extended to 365-days if you elect to prepay with your Initial License Fee, PDC’s then-standard fee for such extension. Thereafter, if you desire to continue to receive maintenance, support, Updates, and services under this BSP, you must pay to PDC its then-current “Extended Maintenance Fee” for the Extended Service Plan (“ESP”). As specified therein, the BSP is subject to revision by PDC upon 30 days advance notice by PDC to you. Thereafter, the revised BSP shall govern. Certain terms used in this Agreement are more fully defined in an Appendix of the BSP. PDC’s obligations to maintain the Software and provide Updates, support or service are as specified, defined and limited in the BSP. To facilitate and expedite any time-sensitive contact that PDC may seek to make with its Licensees, you are required to specify on the Client Registration Form, a Designated Agency Contact Person, and to specify that person’s title and e.mail address. Failure on your part to so register not only affects the availability of services under the BSP, but also would make you solely responsible for delays in your receiving potentially urgent and vital communications about your Licensed PDC Product and for any failure on your part to implement any such system improvements. See also, section entitled “Use of Software; Updates,” below.

**9. Taxes.** Any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made

by you under this Agreement. If any taxes or amounts are withheld or deducted by any government or authority from any license fees or payments to PDC, you shall be obligated to pay the taxes or amounts withheld or deducted so that the license fees and payments actually received by PDC are the full amounts contemplated by this Agreement before such withholding or deduction. If necessary the license fees and amounts shall be increased (“grossed up”) so that the license fees and payments actually received by PDC after such withholding and deductions are the full amounts. This section does not apply to U.S. federal or state taxes that may be imposed upon PDC on the basis of net corporate income.

**10. Use of Software; Updates.** You may only use the Software in compliance with this Agreement and the Documentation. PDC may issue Updates or revisions to the Software and bulletins or advisories concerning use of the Software (see also, “Updates” in the BSP). Your failure to implement such PDC-provided Updates or revisions within 90-days of PDC providing same to you will constitute a material breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the I/NAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, BSP Section titled “Unsafe Practices”). Updates to the Software received by you from PDC shall be covered as “Software” under this Agreement, as provided above, in the section of this Agreement entitled “Software.” An exception to this general rule is provided immediately below with respect to refunds, in the section entitled “Limited Software Warranty.”

**11. Limited Software Warranty.** PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC’s published specifications, and if you report in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: (a) *remedy the failure or provide a reasonable work-around solution*; or (b) *offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software*. The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20 days from the date of the offer to either accept the refund or accept the Software “as-is.” If you elect to accept the Software as-is, then PDC’s warranties will be deemed satisfied and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to PDC that you have not retained in your possession or control, any copies of the Software and that you have not transferred or disclosed any Software to any third party. Then PDC will refund to you the License Fee and any prepaid Maintenance Fees received by PDC from you hereunder. **THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND PDC’S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.**

**12. Inspection.** PDC may, from time to time and at its own expense and option, inspect your facilities and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC’s reasonable satisfaction within 30-days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise use a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the competing or alternative product to determine if any of PDC’s intellectual property or intellectual property rights are being violated. See also, BSP section titled “Unsafe Practices.”

**13. DISCLAIMER OF OTHER PDC WARRANTIES.** PDC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. PDC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PDC DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

**14. LIMITATION ON PDC LIABILITY.** THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM PDC’S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEE PAID BY YOU TO PDC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. PDC SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PDC SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT

OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, PDC MAKES NO WARRANTY CONCERNING THE SOFTWARE, AND PDC SHALL NOT OTHERWISE BE LIABLE FOR ANY NONCONFORMITY IN THE SOFTWARE OR IN THE PDS.

**15. RESPONSIBILITY.** IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE BSP AND THE PROVISIONS AND DISCLAIMERS SET FORTH IN THE BSP UNDER THE HEADING "RESPONSIBILITY," AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

**16. ALLOCATION OF RISK.** THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

**17. Termination.** Either party may terminate this Agreement, based upon a breach of this Agreement by the other Party which is not cured within 30-days of written notice thereof. This Section 17 shall not limit the relief, remedies and damages to which the non-breaching party may be entitled. You may also terminate the Agreement by returning the Software to PDC at any time. Upon any termination of the Agreement, you must, within 15-days of termination, cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained and no longer control access to any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

**18. Disputes.** This Agreement shall be governed in all respects by the laws of the United States and of the State of Utah. <sup>MSB</sup> Any ~~litigation or arbitration between the parties shall be conducted exclusively in a state or federal court of competent jurisdiction in Salt Lake City, and their respective courts of appeal. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees.~~

**19. Export Controls.** You warrant and certify the Software will not be exported, re-exported or otherwise made available by you to any country in violation of any U.S. laws or regulations.

**20. Assignment.** You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

**21. Severability.** In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

**22. Government End Users.** A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: (a) only as a commercial end item; and (b) only pursuant to this Agreement. With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that Licensee has no rights not explicitly granted by PDC under this Agreement.

**23. Force Majeure.** Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

**24. Entire Agreement.** This Agreement, including the Basic and Extended Service Plan on the following pages: (a) represents the entire agreement between the Parties concerning its subject matter; (b) supersedes all prior communications, agreements, understandings, representations and warranties relating to the subject matter of this Agreement; and (c) may only be amended, cancelled or rescinded by a writing signed by both Parties. No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and promises specified in this Agreement. Any terms or conditions of any purchase order or other document submitted by you in connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective.

**25. Construction.** This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

**26. Confidentiality.** A party during the course of this Agreement may have access to or receive information regarding personnel, materials, data, systems, proprietary information/products, software programs, trade secrets, concepts, know-how, and other information which may not be accessible or generally known to the public. Any confidential or proprietary information/products received by one party from the other party must be kept confidential and shall not be used, published, divulged, and distributed by the receiving party to any other person or entity without the prior written approval of the disclosing party.

## **Client Service & Product Support for Registered, Licensed Software Users**

*PDC is responsible for providing maintenance, support, Updates and other services in accordance with this Basic Service Plan ("BSP"). To receive this maintenance, support, Updates and other services, you must be a Registered Licensee with service prepaid under either the Initial License Fee or under the Extended Service Plan ("ESP," see Section 1, below). Any maintenance, support, Updates or other services provided by PDC shall also be subject to and governed by the Client License & Service Agreement (the "Agreement") including, without limitation, the sections entitled "Disclaimer Of Other PDC Warranties," "Limitation On PDC Liability," "Allocation Of Risk" and "Disputes." To assure entitlement to PDC's maintenance, support and other services, and to receive notice of Updates (see Section 2, below), you must, within 30 days of receipt of the Software accompanying this License, complete, sign, and return to PDC, the accompanying Client Registration Form.*

### **1. Basic Service Plan/Extended Service Plan.**

- a. BSP: Basic Product Service and Client Support ("S&S") are available via telephone from PDC for up to 2-hours per Licensed Station during the first 30-days after the Software under this License is delivered to you (provided that you have accepted this Agreement and registered, using the Form at the end of this Agreement). This S&S is included in your Initial License Fee, and this BSP may be extended to an Extended Service Plan, or ESP, as specified in the section of the Agreement titled "Basic Service Plan."
- b. ESP: Extended S&S provides all Updates that PDC issues for the Software during periods covered by ESP, together with reasonable telephone S&S ( 1-hour per Licensed Station per year). It also includes written notification about significant development of and changes being made to the Software. The ESP period is for one year, and is renewed annually upon receipt of the extended maintenance fee.
- c. With the exception of specified S&S that has been prepaid and not refunded, PDC may modify and replace this Service Plan from time to time. Client's receipt of a modified replacement BSP constitutes notification of such replacement, and 30-days thereafter, any prior BSP is superseded. The modified replacement BSP/ESP then becomes the current BSP/ESP and is part of the Agreement.
- d. S&S hours in excess of those provided as part of the BSP or ESP during any covered period shall be available at PDC's then-current fees for same.
- e. PDC reserves the right to not extend the BSP for licensed users who are not current in their obligations to PDC, and/or after a New Version of the PDS has been released to replace a prior Version (see Section of this BSP titled "Updates & New Versions").

**2. Updates & New Versions.** An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings and recommendations of licensed Software users in the field; the College of Fellows of the International/National Academies of Emergency Dispatch ("I/NAED"); Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, Client must register at [http://www.prioritydispatch.net/support/int\\_notification.php](http://www.prioritydispatch.net/support/int_notification.php). As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

- a. **Updates** (see also, defined term "Update" in Appendix A to this BSP). When PDC determines that particular improvements, modifications or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software Notification registration and BSP/ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client's failure to register for Software notifications and implement Updates, as provided here, would constitute a Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled "Use and Protection of the Licensed Product(s) and PDS."
- b. **New Versions** (see also, defined term "Version" in Appendix A). When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you. It constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by PDC's then-current license agreement and BSP for the New Version. New licenses, as well as Updates, will only be issued for the then-current Version. PDC is not obliged to maintain or support prior or outdated versions and/or editions.

*Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. While not obliged to up-grade to a New Version, users that continue to use prior versions after a New Version has been so offered to them by PDC are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify and hold PDC and the INAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version offered to you by PDC.*

**3. Responsibility.** Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

**4. Research Data Sharing.** In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client as the source of the data.

**5. Expert System Disclosure.** This expert system is designed for use by EDs who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that Quality Assurance mechanisms be put in place that include review of each of these "special choice" situations for ED correctness and consistency. The designers also recommend continuing emergency dispatch training and periodic PDS refresher courses to keep trained EDs certified and up-to-date with current standards of professional dispatch practice and care. This system cannot, under this license, ever be used by non-INAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

**6. Modification of Software, Cards, or PDS.** Other than as specifically provided in this BSP, you may not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This BSP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the INAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this BSP). Implementation of Updates, as provided in the section of this BSP titled "Updates & New Versions," qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

**7. Derivative Products.** In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

**8. Customization of Responses.** Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of all protocols. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used.

**9. Changing the PDS.** All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this BSP titled "Accepted Process for PDS Modification." This is based on the following:

**a. Implementation and Familiarity with the PDS.** The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 12 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it "as is" at a demonstrated rate of high dispatcher compliance.

**b. Total Quality Management.** A Quality Improvement and Management Program is prerequisite to the successful application of the PDS. Key elements should include:

- i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the "front line" level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally "dispatch literate." The ED Director should

also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an I/NAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual I/NAED Dispatch Center accreditation.

- ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S)**: One or more committees should be established to set policy and review performance of ED operations with the PDS. The ED Director should participate in all material decisions by these committees and should be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee should be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.
- iii. **CERTIFICATION**: It is required that all EDs utilizing the PDS be certified by the I/NAED and strongly recommended that all system administrators, managers, and supervisors be certified in the I/NAED 1-day National Executive Certification Course. The PDS may not be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.
- iv. **CONTINUING DISPATCH EDUCATION (“CDE”)**: All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by I/NAED.
- v. **DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE**: It is essential that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation by an objective performance checklist or template. It is recommended that using the Academy’s Center of Excellence minimum performance requirements (available on the I/NAED website), a random sample of all dispatch calls be reviewed in this manner and that the ED’s compliance percentages to each area be serially maintained. EDs not complying should be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and should not be tolerated by managers and employers.
- vi. **ACCREDITATION**: It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the I/NAED.

**10. Accepted Process for PDS Modification.** In 1988, the I/NAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy’s structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: “To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards.”

THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color coded portion of Cards or Software unless authorized to do so by PDC, as agent of the I/NAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries and data with the College in writing (see section titled “Research Data Sharing” in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients.

**11. Unsafe Practices.** Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards or PDS is authorized or allowed under this License. Any modification or mis-use of the Licensed Product(s) – i.e., a use not specifically authorized in this written Agreement – must be considered unsafe unless and until it has been formally approved through the Academy’s scientific process referred to above. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue S&S hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or mis-use, and you hereby agree to indemnify and hold PDC and the I/NAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but not be limited to) the following: The modification or responses to incorporate a “no-send” or “referral” option is not authorized by this License. Such practices may only be authorized under a special “Omega” Software License from the I/NAED. Any implementation of any such modifications without such an Omega License is an unsafe practice and must not be undertaken. Interested Licensees should contact the I/NAED to pursue any contemplated modification. In addition, the use of the software, protocols, and training materials by non-I/NAED-certified individuals is considered to be an Unsafe Practice and is not allowed under this license agreement.

a. **CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES.** The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor’s sole discretion, grant a timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a Client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety.

**12. International Dispatch Coding System.** The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this Basic Service Plan, or in the Client License Agreement of which it is a part. As provided above, in the section of this BSP titled “Customization of Responses,” however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code ( e.g.,10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses “attached” in parallel to these codes.

**13. Standard of Care and Practice.** Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC’s Priority

Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by I/NAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

**14. Dedicated Legal and Consultative Support.** Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have kept their Software and/or Cards up-to-date (per sections titled "Basic Service Plan/Extended Service Plan" and "Updates & New versions" of this BSP), and to their professional staff of EDs and ED instructors who have been trained, then certified through the I/NAED and maintained their I/NAED certifications current. PDC's professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC's then-current fee schedule for such licensed client services.

**15. Appendix.** The following Appendix, entitled "A More Detailed Definition of Certain Key Terms Used in This Agreement," is made part of this BSP for additional information and clarification:

### ***A More Detailed Definition of Certain Key Terms Used in This Agreement***

***"Academies" and/or "Academy" and/or "I/NAED"***

The National Academies of Emergency Dispatch ("NAED"). Also known as the International Academies of Emergency Dispatch ("IAED").

***"Agreement," "Client License Agreement," "CLA"***

The Software License & Service Agreement between the Client and PDC. This is the Software License & Service Agreement, including its BSP, of which this Appendix is part.

***"BSP" The Basic Service Plan:***

This is the Client service and product support document and plan that is part of the Agreement for the licensed Software and that governs such service and support for such licensed Software. As provided in that part of the Agreement entitled "Basic Service Plan," the BSP in effect at the time the Initial License Fee was paid was attached to and made part of the Agreement.

***"Cards"***

The manual version of a PDS in the form of printed reference cards provided by PDC to Client under a CLA. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation and flip-file provided to Client with the Cards. User rights to the Cards are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Cards for a particular PDS is available to licensed Card users from PDC for a fee, and may also, as appropriate, be included in the defined term "Cards," but is further subject to the specific use limitations imposed therein. The defined term "Cards" shall further include any Updates and/or Releases of the current Version of the Cards, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

***"certification" and "recertification"***

When used in this agreement, certification and recertification mean specifically by the I/NAED.

***"Client," "Agency," "Licensee" and "You" or "you"***

The licensee licensed to use the licensed Software under the Agreement. This is the licensee who enters into the Agreement with PDC.

***"ED", Emergency Dispatch and/or Emergency Dispatcher.***

These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters "P", "F" and/or "M", respectively; as in "EPD", "EFD" and/or "EMD", respectively.

***"ESP" The Extended Service Plan:***

A BSP that has been extended pursuant to that part of the Agreement entitled "Extended Service Plan" becomes an ESP for the pre-paid period covered by any such ESP Fees paid by Client.

***"PDS", Priority Dispatch System.***

These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters "P", "F" and/or "M", respectively; as in "PPDS", "FPDS" and/or "MPDS", respectively.

***"Release"***

A Release represents a minor collection of improvements, modifications, or changes to and of the PDS, Software, Cards or Documentation within and Update. Generally, Releases are unscheduled events, provided only upon request to currently registered licensees under BSP or ESP S&S plans with PDC.

***"Service" and/or "Support" and/or "S&S"***

Client service and support via the telephone. Basic and Extended S&S are available as specified under the section titled "Service Plan/Extended Service Plan" in the BSP.



*"Software"*

The software version of a PDS in the form of computer programs provided by PDC to Client under a CLA, regardless of storage medium in which such computer programs are stored or used. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation provided to Client with the Software. User rights to the Software are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Software for a particular PDS is available to licensed Software users from PDC for a fee, and may also, as appropriate, be included in the defined term "Software," but is further subject to the specific use limitations imposed therein. The defined term "Software" shall further include any Updates and/or Releases of the current Version of the Software, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

*"Update"*

An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a Basic Service Plan or Extended Service Plan with PDC. See also the section titled "Updates & New Versions," in the BSP. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 11.2 would be an Update from Release 11.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

*"Version"*

A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). See also the section titled "Updates & New Versions," in the BSP.

*[Please complete and return the Registration Form on the next page]*

**Please complete, sign and return this Form to Priority Dispatch Corp. within 10 days to entitle you to new Releases, Updates, Versions, Warranty, and Service & Support of your licensed PDS product.**

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Name of Center where Licensed Product is used: \_\_\_\_\_

Address where Licensed Product is used: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

**Please provide the following data about your geographic area and Emergency Dispatch Center:**

1. Geographic area (city, county, etc.): \_\_\_\_\_
2. Base population within geographic area: \_\_\_\_\_
3. Number of Emergency Dispatch call taking stations in center: \_\_\_\_\_
4. Number of call takers who will use the Licensed Product at the Emergency Dispatch Center: \_\_\_\_\_

|   |       |
|---|-------|
| <b>For Office Use Only</b>  |       |
| License Number:   | _____ |
| License Date:   | _____ |
| Initial License Fee:  | _____ |
| Version Number:   | _____ |
| PDS Edition:  | _____ |
| <b>Number of Licensed Stations:</b> _____<br>(Active _____ Supervisory/Standby _____) |       |

**Agency Name**

**# of Licens/ Products**

**Cost Breakdown**

**Columbia / Boone County Joint Communications, MO**

7/7/2015

**Platinum Package**

**\$30,464.00**

Included in Package

|  |           |                   |   |
|--|-----------|-------------------|---|
| ProQA (All Disciplines) - Live   | 8         | \$14,280.00       |   |
| ProQA (All Disciplines) - Training                                       | 3         | \$2,677.50        |   |
| AQUA (All Disciplines)   | 3         | \$1,470.00        |   |
| Cardsets (All Disciplines)   | 3         | \$392.00          |   |
| EMD CDE Annual Series (4 Disks= 8 hrs of Con Ed)                         | 1         | \$1,220.00        |   |
| EFD CDE Annual Series (2 Lessons= 4 hrs of Con Ed)                       | 1         | \$820.00          |   |
| EPD CDE Annual Series (2 Lessons= 4 hrs of Con Ed)                       | 1         | \$820.00          |   |
| <b>Upgrades @ \$395 per Station of ProQA &amp; AQUA (every 3-5 Year)</b> | <b>36</b> | <b>\$3,555.00</b> | <b>\$14,220 Total upgrade fee averaged over 4 yrs</b> |
| QAG's (EMD)  | 15        | \$675.00          |   |
| QAG's (EFD)  | 15        | \$675.00          |   |
| QAG's (EPD)  | 15        | \$675.00          |   |
| FRG's (All Disciplines)  | 240       | \$2,400.00        |   |
| SEND CD  | 1         | \$65.00           |   |
| SEND Cards   | 200       | \$100.00          |   |
| ProQA & AQUA CBT's (Computer Based Training Disks)                       | 1         | \$1,000.00        |   |
| On Site consulting assistance days                                       | 2         | \$6,000.00        |   |
| 24/7 Telephone Tech Support  |           |                   | Included in ESP                                       |
| Updates to Current Version of Software                                   |           |                   | Included in ESP                                       |

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Retail Cost **\$36,824.50**

Annual Retail Savings **\$6,360.50**



Company ID Number: 326176

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Priority Dispatch** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 326176

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.**

**Employer Priority Dispatch**

**Kristy Owen**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

05/10/2010

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

05/10/2010

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |                                     |
|--|---|-------------------------------------|
| <b>PRODUCER</b><br>Diversified Insurance Group<br>136 E. South Temple Street<br>Suite 2300<br>Salt Lake City UT 84111  | <b>CONTACT NAME:</b> Deborah Walling<br><b>PHONE (A/C, No, Ext):</b> (801)325-5000<br><b>E-MAIL ADDRESS:</b> dwalling@digrisk.com | <b>FAX (A/C, No):</b> (801)532-2804 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                                     |
| <b>INSURED</b> Medical Priority Consultants, Inc.<br>DBA Priority Dispatch Corp.<br>and National Academies of Emergency Dispatch<br>Ste.110 S. Regent ST, 500<br>Salt Lake City UT 84111 | <b>INSURER A:</b> Federal Insurance Company   | 20281                               |
|  | <b>INSURER B:</b> Great Northern Insurance Co.  | 20303                               |
|  | <b>INSURER C:</b> Chubb Indemnity Insurance Co.   | 12777                               |
|  | <b>INSURER D:</b>   |                                     |
|  | <b>INSURER E:</b>   |                                     |

**COVERAGES**      **CERTIFICATE NUMBER:** 2016-17 GL-AL-WC-XS      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD            | POLICY NUMBER             | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|---------------------|---------------------------|-------------------------|-------------------------|---|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |                     | 3602-71-83                | 2/1/2016                | 2/1/2017                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> 1,000 Deductible<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS   |           |                     | 7358-70-16                | 2/1/2016                | 2/1/2017                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Physical Damage (Comp/Col) \$ Owned/Hired                                    |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED      RETENTION \$   |           |                     | 7988-79-42                | 2/1/2016                | 2/1/2017                | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>PRODUCTS/ COMPL OPS \$ 4,000,000  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       |                     | 7175-38-70 (Other States) | 2/1/2016                | 2/1/2017                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                          |
| A        |   |           | 7175-38-71 (Hawaii) | 2/1/2016                  | 2/1/2017                |                         |   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Regarding the evicended General Liability Insurance, Certificate Holder is included as an Additional Insured when required by written contract, subject to terms and conditions of the policy and its endorsements.

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>County of Boone, Missouri<br>C/O Purchasing Dept.<br>613 E. Ash Street<br>Columbia, MO 65201 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br>Regan Guth/DWALL |
|---|--|

*Policy Number* 3602-71-83  
*Policy Period* FEBRUARY 1, 2016 - FEBRUARY 1, 2017  
*Name of Company* FEDERAL INSURANCE COMPANY

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This Endorsement applies to the following forms:

GENERAL LIABILITY

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## **Who Is An Insured**

### **Vendors**

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.



Policy Number 3602-71-83  
Policy Period FEBRUARY 1, 2016 - FEBRUARY 1, 2017  
Name of Company FEDERAL INSURANCE COMPANY

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

**Who Is An Insured**

**Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

27th

day of

October

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached National Q Statement of Work with Priority Dispatch.

The terms of the Statement of Work are stipulated in the attached. It is further ordered the Presiding Commissioner is hereby authorized to sign said Statement of Work.

Done this 27th day of October, 2016.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



# NATIONAL Q STATEMENT OF WORK

*For*

BOONE COUNTY JOINT COMMUNICATIONS

*by*

PRIORITY DISPATCH CORP (PDC)

# Quality Assurance Services

## Introduction

Priority Dispatch Corp. ("PDC") will provide a comprehensive Quality Assurance Service ("QA Service") for Boone County Joint Communications (the "Customer"). This QA Service follows the standards established by the International Academies of Emergency Dispatch (IAED), which will help enable the Customer to meet the IAED performance requirements to become an Accredited Center of Excellence (ACE). The QA Services shall be provided by one of PDC's National Q Reviewers and were developed to maximize the probability that the Customer will become and maintain an IAED ACE.

## QA Service Process

### Dedicated Workstation

- Customer will allow us to have remote access to a dedicated physical or virtual workstation configured with AQUA<sup>®</sup>, ProQA<sup>®</sup> Admin Utility, XLERATOR<sup>®</sup>, server access and the respective audio logger.
- Options for Remote Access Services:
  - SecureLink<sup>®</sup> (www.securelink.com), or other mutually agreed upon site.
  - Secure Upload via ShareFile<sup>®</sup> (www.sharefile.com), or other mutually agreed upon site.
  - A Virtual Private Network (VPN).
- As appropriate, CAD (*Computer Aided Dispatch*), RMS (*Record Management System*), JMS (*Jail Management System*), and NCIC (*National Crime Information Center*) Terminal Access **should not** be accessible on this workstation.
- As part of the QA process, PDC will audit calls using customer's software from this assigned workstation. An additional AQUA<sup>®</sup> Software License will be provided by PDC for the National Q Reviewer's access for the term of contract.
- The above may be modified by mutual consent of the Customer and PDC.
- QA will be done according to IAED standards for Accreditation. IAED recommendation for ACE is 3%.
  - **Medical** call volume to be reviewed is 2,000 calls per year.
  - **Fire** call volume to be reviewed is 1,300 calls per year.
  - **Police** call volume to be reviewed is 2,540 calls per year.
- Customer will receive weekly completed QA in their AQUA based on NQ timeline. This will help the Customer give appropriate, timely, feedback and will help identify any issues or problems

### **Customer's ED-Q**

- Customer must identify an individual to provide case review feedback, provided to them by the National Q reviewer, to the center staff. This individual must be certified by the IAED as an ED-Q or will be within the year.
- Customer's contact person (ED-Q) will work directly with the NQ Advisor Reviewer or NQ Coordinator. As necessary, the ED-Q will provide any Quality Improvement feedback and training to Customer's dispatchers/calltakers. In other words, the customer ED-Q will work with Customer's dispatchers/calltakers to help them understand structured protocol utilization, address

protocol compliance and performance improvement requirements to become a more effective dispatcher/calltaker.

- In order to ensure the integrity of the QA Service, any feedback between the ED-Q and the dispatcher/calltaker the ED-Q should not provide education that is contrary to PDC's review of the relevant call in front of the dispatcher/calltaker. If the ED-Q does not understand how or agree with the National Q review of the call or believes a mistake or miscommunication has occurred the ED-Q should inform the dispatcher/calltaker that they will research the issue and contact the NQ Advisor Reviewer or NQ Coordinator so a resolution can be reached through the Appeal or Special Review process. The decision of the Appeal and Special Review panel is final.

**Updates**

- Customer understands that a material component of this Agreement is that they must always update to the latest version of AQUA In addition, the Customer must be using the most-current version of the protocols from the International Academies of Emergency Dispatch in ProQA.

**Technical Issues**

- If because of a Customer related technical issue, the National Q Reviewer is unable to complete the case reviews or associated reporting, the National Q and PDC will only be responsible for two (2) weeks of case review volume from the date of the identification of the problem/issue. Once all technical issues have been resolved QA will begin from that day forward and will not include any more than 2 weeks of down time for which case review was not conducted.

**Confidentiality**

- PDC will comply with all applicable government confidentiality regulations and restrictions. PDC will not publicly release any personally identifying information, unless authorized by applicable law. PDC or the IAED may use the calls, and data associated with the calls for publications, research, statistical purposes, and training as long as all personally identifying information is removed.

**Professional Fees and Expenses**

- Medical QA Fee for service..... \$28,000.00
- Fire QA Fee for Service..... \$18,200.00
- Police QA Fee for Service..... \$35,560.00
- TOTAL** **\$81,760.00**

**Priority Dispatch Corp.**

Signature: [Signature]

Print Name: Brent E. Hawkins

Title: Vice President & General Counsel

Date: 10/13/16

**Customer**

Signature: [Signature]

Print Name: Daniel E. Atwell

Title: PRESIDENTIAL COMMISSIONER

Date: 10-27-16

**APPROVED AS  
TO LEGAL FORM**

*[Signature]* Page 3 of 3

DATE: 10/19/2016

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

27th

day of

October

20 16

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 meeting on Tuesday, November 1, 2016, at 9:00 a.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 27th day of October, 2016.

ATTEST:

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

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Karen M. Miller*  
Karen M. Miller  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 16

County of Boone

} ea.

27th day of October 20 16

In the County Commission of said county, on the

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

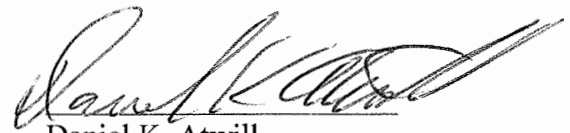
Now on this day the County Commission of the County of Boone does hereby authorize the approval of Change Order #46 to Boone County Emergency Communications Center Bid Number 44-11DEC14.

The terms of the Change Order are stipulated in the attached Change Order #46. It is further ordered that Commissioner Karen M. Miller is hereby authorized to sign said Change Order.

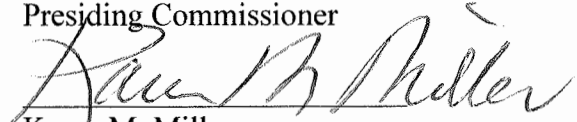
Done this 27th day of October, 2016.

ATTEST:

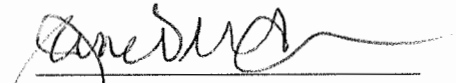
Wendy S. Noyen  
Wendy S. Noyen  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**CHANGE ORDER**

**PROJECT:**  
Boone County Emergency Communications Center  
Bid Number 44-11DEC14

CHANGE ORDER NUMBER: 46

DATE OF ISSUANCE: 10/25/2016  
CONTRACT DATE: 1/27/2015

**OWNER:**  
Boone County Commission  
Boone County Government Center  
801 E. Walnut, Rm 333  
Columbia, MO 65201-7732

ADG PROJECT NUMBER: 916-13  
PWA PROJECT NUMBER: 201340

**TO CONTRACTOR:**  
Little Dixie Construction, LLC  
3316 Lemone Industrial Blvd.  
Columbia, Missouri 65201

**ARCHITECT:**  
Architects Design Group  
333 Knowles Ave.  
Winter Park Florida 32789

PWArchitects, Inc.  
15 S. Tenth Street  
Columbia, MO 65201

**Change Order Number 46:**

**The Contract is changed as follows:**

1. Installation of a new Daiken Fan Coil Unit in the Secure Data Room 161 per the attached Proposal Request #37 and per Change Order request #089.....\$ 17,142.00


**Total CO #46.....\$ 17,142.00**

**Not valid until signed by the Owner, Architect and Contractor.**

|  |                  |
|--|------------------|
| The original Contract Sum was  | \$ 9,933,707.00  |
| Net change by previously authorized Change Orders                                  | \$ 417,414.89    |
| The Contract Sum prior to this Change Order was                                    | \$ 10,351,121.89 |
| The Contract Sum will be increased/decreased by this Change Order in the amount of | \$ 17,142.00     |
| The new Contract Sum including this Change Order will be                           | \$ 10,368,263.89 |
| The Original Contract Time +/- previous change orders for the project was          | 297 days         |
| Contract Period for Construction is Increased/Decreased by                         | 0 days           |
| New Contract Period for New Building and Site                                      | 297 days         |
| Contract Completion Date is  | April 29, 2016   |




ARCHITECT  
Architect's Agent  
Erik Miller, AIA, CDT  
Principal, PWA Architects, Inc.

BY 

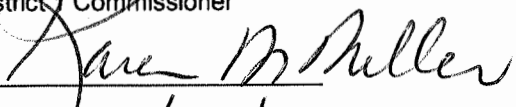
DATE 10-25-16

CONTRACTOR  
Little Dixie Construction, LLC  
John States  
Owner

BY 

DATE 10/25/16

OWNER  
Boone County, Missouri  
Karen M. Miller  
District 1 Commissioner

BY 

DATE 10/27/16

**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.

Jane Pitchford by HQ 10-26-16  
Auditor Date

OWNER'S REPRESENTATIVE  
Boone County Resource Management  
Doug Coley  
Building Inspector

BY 

DATE 10/26/16



3316 LeMone Industrial Blvd. / Columbia, Missouri 65201 / office 573.449.7200 / fax 573.449.7300  
littledixieconstruction.com

# CHANGE ORDER REQUEST #089

**PROJECT:** Boone County Emergency  
Communication Center  
2145 E County Drive  
Columbia, MO 65202

LDC# 15010

Request Submitted to: Karen Miller  
Boone County Commission, Suite 333  
801 E. Walnut  
Columbia, MO 65201-7732

Phone: 573-886-4308

| Description   | Deductive | Additive        | Unit Costs |
|---|-----------|-----------------|------------|
| <b>PW Architects Request For Proposal Number 37</b> |           |                 |            |
| LDC Labor (R&R ATC, Protection, Clean Up)           |           | \$ 1,425        |            |
| Protection Materials (plastic & tape)               |           | \$ 75           |            |
| Teel Mechanical                                     |           | \$ 13,811       |            |
| Meyer Electric                                      |           | \$ 709          |            |
|   | \$ -      | \$ 16,020       | \$ -       |
| 7% General Conditions, Profit & Overhead            |           | \$ 1,121        |            |
| Subtotals   | \$ -      | \$ 17,142       | \$ -       |
| <b>TOTAL</b>  |           | <b>\$17,142</b> |            |

**Attachments:**

PW Architects Request For Proposal #37 dated 10/10/2016  
Teel Mechanical change order request dated October 21, 2016  
Meyer Electric Change Order Proposal #23333 dated 10/24/2016

Time Extension Request: 0 Work Days

SUBMITTED BY:

*Joseph W. Gruender*

Joseph W. Gruender, Senior Project Manager

DATE: 10-25-16

## PROPOSAL REQUEST

---

**PROJECT:**

Boone County Emergency Communications Center  
Bid Number 44-11DEC14

REQUEST FOR PROPOSAL NUMBER: 37

DATE OF ISSUANCE: 10/10/2016

CONTRACT DATE: 1/27/2015

**OWNER:**

Boone County Commission  
Boone County Government Center  
801 E. Walnut, Rm 333  
Columbia, MO 65201-7732

ADG PROJECT NUMBER: 916-13

PWA PROJECT NUMBER: 201340

**TO CONTRACTOR:**

Little Dixie Construction, LLC  
3316 Lemone Industrial Blvd.  
Columbia, Missouri 65201

**ARCHITECT:**

Architects Design Group  
333 Knowles Ave.  
Winter Park Florida 32789

PWArchitects, Inc.  
15 S. Tenth Street  
Columbia, MO 65201

---

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 business days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS. AN OFFICIAL CHANGE ORDER WILL FOLLOW ONLY AFTER THIS REQUEST HAS BEEN RESPONDED TO WITH AN OFFICIAL APPROVAL TO PROCEED BY THE OWNER.

---

**Description:**

1. Add a Daikin model FXAQ24PVJU wall mount 2-ton fan coil above the door in Secure Data on the Secure Data Room side. Mount the new fan coil at 9' AFF. Connect back to the existing fan coil refrigerant piping and condensate drain piping above the Primary Data Room. Power shall be connected to the circuit for the existing fan coils in the ceiling of Primary Data. Add a wall mount thermostat at 54" AFF in Secure Data to control the new fan coil and connect the thermostat and fan coil back to the existing Daikin I-touch control panel.

**Attachment/s: None**

**By:** Erik Miller, AIA, CDT  
PWArchitects, Inc. (PWA)

**TEEL MECHANICAL SERVICE, INC.**  
***Air Conditioning, Heating, Refrigeration, Ventilation***

---

4388 County Road 203 • Fulton, Missouri 65251 • Phone (573) 642-9648 • Fax (573) 642-1313

October 21, 2016

Little Dixie Construction  
3316 Lemone Ind. Blvd  
Columbia, MO 65201

RFP-37

Add a Daikin, Model FXAQ24PVJU wall mount 2-ton fan coil above the door in Secure Data on the Secure Data Room side. Mount the new fan coil at 9' AFF. Connect back to the existing fan coil refrigerant piping and condensate drain piping above the Primary Data Room. Power shall be connected to the circuit for the existing fan coils in the ceiling of Primary Data. Add a wall mount thermostat at 54" AFF in Secure Data to control the new fan coil and connect the thermostat and fan coil back to the existing Daikin iTouch control panel.

|                             |                   |
|-----------------------------|-------------------|
| Teel:                       |                   |
| Material                    | \$ 673.00         |
| Labor – 84 hrs @ \$73.72/hr | \$ 6192.48        |
| 20% OH&P                    | <u>\$ 1373.10</u> |
|                             | <b>\$ 8238.58</b> |
| TMI:                        |                   |
| Quote                       | \$ 1871.00        |
| 20% OH&P                    | <u>\$ 374.20</u>  |
|                             | <b>\$ 2245.20</b> |
| Thermal Tech:               |                   |
| Quote                       | \$ 999.84         |
| 15% OH&P                    | <u>\$ 149.98</u>  |
|                             | <b>\$ 1149.82</b> |
| C&C:                        |                   |
| Quote                       | \$ 1893.72        |
| 15% OH&P                    | <u>\$ 284.06</u>  |
|                             | <b>\$ 2177.78</b> |

**Total: \$ 13811.38**

EXTENSIONS

Job: Boone County Emergency Center  
 Systems: 7  
 Floors: 1  
 Drawings: M1  
 Areas: Entire Job Area

| Diameter                | Qty or Length | Unit | Disc | PRICE |        | LABOR |      |      |       | Weight |
|-------------------------|---------------|------|------|-------|--------|-------|------|------|-------|--------|
|                         |               |      |      | Net   | Total  | Unit  | Mult | Net  | Total |        |
| PIPING                  |               |      |      |       |        |       |      |      |       |        |
| COPPER ACR L-HARD, SLVR |               |      |      |       |        |       |      |      |       |        |
| 3/8                     | 40            | 0.58 | 0%   | 0.58  | 23.20  | 0.04  | 1.50 | 0.06 | 2.40  | 0.0    |
| 5/8                     | 60            | 1.10 | 0%   | 1.10  | 66.00  | 0.05  | 1.50 | 0.08 | 4.50  | 0.0    |
| 7/8                     | 20            | 1.79 | 0%   | 1.79  | 35.80  | 0.06  | 1.50 | 0.09 | 1.80  | 0.0    |
| 1-1/8                   | 20            | 2.60 | 0%   | 2.60  | 52.00  | 0.07  | 1.50 | 0.11 | 2.10  | 0.0    |
| Totals                  | 140           |      |      |       | 177.00 |       |      |      | 10.80 | 0.0    |

|                                |    |      |    |      |       |      |      |      |       |     |
|--------------------------------|----|------|----|------|-------|------|------|------|-------|-----|
| FITTINGS                       |    |      |    |      |       |      |      |      |       |     |
| WROT COPPER ACR FITTINGS, SLVR |    |      |    |      |       |      |      |      |       |     |
| 90D Elbow LT CxC               |    |      |    |      |       |      |      |      |       |     |
| 5/8                            | 4  | 1.67 | 0% | 1.67 | 6.68  | 0.28 | 1.50 | 0.42 | 1.68  | 0.3 |
| 7/8                            | 4  | 2.00 | 0% | 2.00 | 8.00  | 0.37 | 1.50 | 0.55 | 2.22  | 0.6 |
| 1-1/8                          | 4  | 3.20 | 0% | 3.20 | 12.80 | 0.44 | 1.50 | 0.66 | 2.64  | 1.1 |
| REFNET                         |    |      |    |      |       |      |      |      |       |     |
| 3/8                            | 1  | 0.00 | 0% | 0.00 | 0.00  | 0.60 | 1.50 | 0.90 | 0.90  | 0.0 |
| 5/8                            | 1  | 0.00 | 0% | 0.00 | 0.00  | 0.65 | 1.51 | 0.98 | 0.98  | 0.0 |
| 3/4                            | 1  | 0.00 | 0% | 0.00 | 0.00  | 0.70 | 1.50 | 1.05 | 1.05  | 0.0 |
| 7/8                            | 1  | 0.00 | 0% | 0.00 | 0.00  | 0.80 | 1.50 | 1.20 | 1.20  | 0.0 |
| 1-1/8                          | 1  | 0.00 | 0% | 0.00 | 0.00  | 1.00 | 1.50 | 1.50 | 1.50  | 0.0 |
| 1-3/8                          | 1  | 0.00 | 0% | 0.00 | 0.00  | 1.20 | 1.50 | 1.80 | 1.80  | 0.0 |
| Totals                         | 18 |      |    |      | 27.48 |      |      |      | 13.97 | 1.9 |

|             |    |      |    |      |      |      |      |      |      |     |
|-------------|----|------|----|------|------|------|------|------|------|-----|
| CONNECTIONS |    |      |    |      |      |      |      |      |      |     |
| CONNECTIONS |    |      |    |      |      |      |      |      |      |     |
| Brazing     |    |      |    |      |      |      |      |      |      |     |
| 3/8         | 2  | 0.06 | 0% | 0.06 | 0.11 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5/8         | 8  | 0.09 | 0% | 0.09 | 0.72 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 3/4         | 2  | 0.11 | 0% | 0.11 | 0.22 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 7/8         | 6  | 0.11 | 0% | 0.11 | 0.66 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 1-1/8       | 6  | 0.20 | 0% | 0.20 | 1.19 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 1-3/8       | 2  | 0.23 | 0% | 0.23 | 0.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| Totals      | 26 |      |    |      | 3.36 |      |      |      | 0.00 | 0.0 |

|  |   |        |    |        |        |      |      |       |       |     |
|--|---|--------|----|--------|--------|------|------|-------|-------|-----|
| SPECIAL ITEMS                          |   |        |    |        |        |      |      |       |       |     |
| SPECIAL ITEMS                          |   |        |    |        |        |      |      |       |       |     |
| Condensate                             |   |        |    |        |        |      |      |       |       |     |
| 1-1/8                                  | 1 | 63.00  | 0% | 63.00  | 63.00  | 5.00 | 1.50 | 7.50  | 7.50  | 0.0 |
| Hang Wall Unit                         |   |        |    |        |        |      |      |       |       |     |
| 5/8                                    | 1 | 8.00   | 0% | 8.00   | 8.00   | 5.00 | 1.50 | 7.50  | 7.50  | 0.0 |
| MISC Nitrogen Oxygen ACT Silver Solder |   |        |    |        |        |      |      |       |       |     |
| 5/8                                    | 1 | 200.00 | 0% | 200.00 | 200.00 | 3.00 | 1.50 | 4.50  | 4.50  | 0.0 |
| Pump Down Daikin HP                    |   |        |    |        |        |      |      |       |       |     |
| 1-1/8                                  | 1 | 0.00   | 0% | 0.00   | 0.00   | 8.00 | 1.50 | 12.00 | 12.00 | 0.0 |
| Startup Daikin HP                      |   |        |    |        |        |      |      |       |       |     |
| 1-1/8                                  | 1 | 0.00   | 0% | 0.00   | 0.00   | 8.00 | 1.50 | 12.00 | 12.00 | 0.0 |
| Supervision                            |   |        |    |        |        |      |      |       |       |     |
| 1-1/8                                  | 1 | 0.00   | 0% | 0.00   | 0.00   | 8.00 | 1.50 | 12.00 | 12.00 | 0.0 |

EXTENSIONS

Job: Boone County Emergency Center  
 Systems: 7  
 Floors: 1  
 Drawings: M1  
 Areas: Entire Job Area

| Diameter                    | Qty or Length | Unit  | Disc | PRICE |        | LABOR |      |      |       | Weight |
|-----------------------------|---------------|-------|------|-------|--------|-------|------|------|-------|--------|
|                             |               |       |      | Net   | Total  | Unit  | Mult | Net  | Total |        |
| Unistrut And Carrier Hanger |               |       |      |       |        |       |      |      |       |        |
| 1-1/8                       | 3             | 64.80 | 0%   | 64.80 | 194.40 | 0.75  | 1.50 | 1.13 | 3.38  | 0.0    |
| Totals                      | 9             |       |      |       | 465.40 |       |      |      | 58.88 | 0.0    |
| GrdTotal                    | 193           |       |      |       | 673    |       |      |      | 84    | 2      |



# Thermal Mechanics, Inc.

715 Goddard Avenue, Chesterfield, MO 63005  
(636) 532-1110 FAX (636) 532-7318

# PROPOSAL

|  |                     |
|--|---------------------|
| To: Richard Teel- Teel Mechanical                    | Date: 10-20-16      |
|  | Addenda Rcvd:       |
|  | Quote Revision:     |
| Project: Boone Emergency 911 Center Server Room Unit | Print Date: 6-10-13 |

## DAIKIN

- (1)- FXAQ24PVJU (2 Ton Wall Mount)
- (1)- BRC1E73 (Room Controller)
- (1)- KHRP26M72TU0 (Refnet)
- (1)- KHRP26A33T9 (Refnet)
- (1)- ASP-MW-UNI (Condensate Pump)
- (1)- SS610E (Overflow Safety Switch)
- (1)- LDK-122-W (4.5" Line Set Cover Kit)

**TOTAL NET PRICE .....\$1,871.00**  
 Pricing is FOB Origin, Freight Allowed. Payment terms are NET 30 Days (subject to credit approval)

Best Regards,

**Bryan Reinhart**

Thermal Mechanics, Inc.

TAXES AND/OR PERMITS ARE NOT INCLUDED UNLESS NOTED OTHERWISE  
 ALL PROPOSALS ARE SUBJECT TO THE ACCEPTANCE. TERMS AND CONDITIONS IMPOSED BY THE INDIVIDUAL SELLER COMPANIES AS OFFEREEES HEREIN ABOVE  
 ENUMERATED. SUCH TERMS AND CONDITIONS ARE ON FILE AT THERMAL MECHANICS, INC. AND ARE AVAILABLE AT REQUEST  
 THE PURCHASER AND THERMAL MECHANICS, INC. MUTUALLY AGREE THAT THERMAL MECHANICS, INC. SHALL NOT BE LIABLE FOR NEGLIGENCE, MISCONDUCT,  
 WARRANTIES EXPRESSED FOR IMPLIED, EXCEPT BY WRITTEN CONSENT OF ALL PARTNERS OF SAID THERMAL MECHANICS, INC.

Phone: 636-584-0303

Fax: 636-584-0322



**THERMALTECH, INC.**

239 Rock Industrial Blvd., Suite 100, Union, MO 63084

October 18, 2018

Teel Mechanical  
P.O. Box 6308  
Fulton, MO 65251

RE: 1890 Boone County 911 Refrigerant

Gentlemen/Ladies:

Thermaltech proposes to furnish labor, materials, tools and equipment necessary to insulate the changes associated with the new FCU. Breakdown of estimate follows:

| <u>MATERIAL</u>                   |          |         | <u>Total</u>    |
|-----------------------------------|----------|---------|-----------------|
| 7/8"x1" Fiberglass                |          |         | \$40.00         |
| #7 PVC Fittings                   |          |         | \$8.00          |
| Armaflex Pipe Insulation          |          |         | \$85.00         |
| Misc. (sheilds, blocks, adhesive) |          |         | \$30.00         |
|                                   |          |         | <u>\$163.00</u> |
| <br>                              |          |         |                 |
| <b>LABOR</b>                      | 10 Hrs @ | \$67.02 | <b>\$670.20</b> |
| <br>                              |          |         |                 |
| <b>Subtotal</b>                   |          |         | \$833.20        |
| <b>20% Profit</b>                 |          |         | \$166.64        |
| <b>Subtotal</b>                   |          |         | <u>\$999.84</u> |
| <b>Total</b>                      |          |         | <u>\$999.84</u> |

Pricing good for 60 Days. If not accepted in the time frame we reserve the right to re-price. Any questions, please call me at 636-584-0303.

Sincerely,

Josh Wehmeyer  
Thermaltech, Inc.





**MEYER ELECTRIC INC.**

3513 North Ten Mile Drive  
Jefferson City, MO 65109

ph: (573) 893-2335 fax: (573) 893-3686  
office@meyerelectric.net

Little Dixie Construction  
3316 LeMone Industrial Blvd.  
Columbia, MO 65201

**CHANGE ORDER PROPOSAL**

10/24/2016

Boone County - Emerg. Comm.  
Boone Co Comm C  
Our Job #: 3620

Attention: Joe Gruender

Meyer Ref #: 23333

RFP# 37 - We propose to furnish material and labor to install electrical wiring to Daiken Unit above door in Primary Data Area, per the following breakdown. Please advise at your earliest convenience.

| <b>Material</b>                          | Quantity | Cost  |                |
|--|----------|-------|----------------|
| 1900 box                                 | 1.00     | 1.59  |                |
| 1900 box raised switch cover             | 1.00     | 2.45  |                |
| 1900 box support                         | 1.00     | 1.95  |                |
| 2 pole switch                            | 1.00     | 13.00 |                |
| 3/4" EMT conduit                         | 25.00 ft | 10.75 |                |
| 3/4" EMT connector                       | 2.00     | 1.16  |                |
| 3/4" EMT coupler                         | 6.00     | 3.60  |                |
| 3/4" EMT minnies                         | 6.00     | 2.70  |                |
| 1/2" greenfield                          | 10.00 ft | 6.00  |                |
| 1/2" greenfield straight                 | 2.00     | 1.18  |                |
| connector at Daiken Unit                 | 1.00     | 3.00  |                |
| connect thermostat - furnished by others | 1.00     |       |                |
| #12 THHN cooper                          | 90.00 ft | 9.90  |                |
| red scotchloks                           | 6.00     | 0.84  |                |
| Material Cost Subtotal                   |          |       | \$58.12        |
| Markup on Material @ 10.00%              |          |       | \$5.83         |
| Profit on Material @10.00%               |          |       | \$6.39         |
| <b>Material Subtotal</b>                 |          |       | <b>\$70.34</b> |

| <b>Labor</b>          | Rate  | Quantity | Cost            |
|-----------------------|-------|----------|-----------------|
| Labor                 | 79.84 | 8.00 Hr  | 638.72          |
| <b>Labor Subtotal</b> |       |          | <b>\$638.72</b> |

|              |               |
|--------------|---------------|
| <b>TOTAL</b> | <b>709.06</b> |
|--------------|---------------|

*Note: This proposal may be withdrawn by us if not accepted within 30 days.*

Submitted By:

Accepted By:

Signature: Leon J. Keller

Name, Title: Leon J. Keller, President

Date: October 24, 2016

Signature: \_\_\_\_\_

Name, Title: \_\_\_\_\_

Date: \_\_\_\_\_