

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the 19th day of April 20 01

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

Now on this day the County Commission of the County of Boone does hereby award bid 09-07MAR01 as follows:

FOR	TO
Computer Maintenance and Repair Service T/S	Computer Resources of Columbia, Inc.

Said bid is awarded per the attached recommendation of the Purchasing Department. It is further ordered that the Presiding Commissioner be authorized to sign the agreements.

Done this 19th day of April, 2001.

ATTEST:

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

Don Stamper
Don Stamper
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 09-07MAR01 – Computer Maintenance and Repair Service T/S
DATE: April 9, 2001

The Purchasing Department has reviewed the 3 responses received for the above reference bid. We recommend rejecting the bids from Central MO Computer Center, as they do not show history of supporting facilities with a comparable volume of equipment to Boone County. Computer maintenance is essential to our daily operations and upon conferring with the Information Technology department, this is an important issue to be addressed and a main consideration in the award of this bid.

We further recommend awarding this bid to Computer Resources of Columbia, Inc. for their bid as having the best and lowest bid meeting the minimum bid specifications.

This is a term and supply contract, hence not the need for purchase orders.

BID TABULATION
09-07MAR01
COMPUTER MAINTENANCE AND REPAIR SERVICE T/S

	Central MO Computer Center	Decision One		Computer Resources of Columbia, Inc.
	Total	Total	Notes	Total
TOTAL FOR SECTION 4.7.1	\$ 95.00	\$ 357.09		\$ 146.50
TOTAL FOR SECTION 4.7.2	\$ 35.00	\$ 149.01		\$ 81.30
TOTAL FOR SECTION 4.7.3	\$ 61.00	\$ 190.59		\$ 84.10
TOTAL FOR SECTION 4.7.4	\$ 56.00	\$ 163.18		\$ 84.10
TOTAL FOR SECTION 4.7.5	\$ 40.00	\$ 69.00		\$ 34.50
TOTAL FOR SECTION 4.7.6	\$ 138.00	\$ 571.75		\$ 321.60
TOTAL FOR SECTION 4.7.7	\$ 56.00	\$ 180.00		\$ 82.05
TOTAL FOR SECTION 4.7.8	\$ 109.00	\$ 263.01		\$ 152.70
TOTAL FOR SECTION 4.7.9	\$ 40.00	\$ 147.26		\$ 61.00
TOTAL FOR SECTION 4.7.10	\$ 126.00	\$ 353.71		\$ 193.70
TOTAL FOR SECTION 4.7.11	\$ 35.00	\$ 58.50		\$ 27.15
TOTAL FOR SECTION 4.7.12	\$ 12.00	\$ 28.75		\$ 14.60
TOTAL FOR SECTION 4.7.13	\$ 28.00	\$ 90.25		\$ 54.60
TOTAL FOR SECTION 4.7.14	\$ 119.00	\$ 384.60		\$ 199.25
TOTAL FOR SECTION 4.7.15	\$ 21.00	\$ 72.00		\$ 28.35
TOTAL FOR SECTION 4.7.16	\$ 323.00	\$ 631.00		\$ 320.65
TOTAL FOR SECTION 4.7.17	\$ 360.00	\$ 785.00		\$ 1,065.28
TOTAL FOR SECTION 4.8.1	\$ 216.00	\$ 921.25		\$ 325.40
TOTAL FOR SECTION 4.8.2	\$ 28.00	\$ 65.00		\$ 28.35
TOTAL FOR SECTION 4.9	\$ 24.00	\$ 80.50		\$ 37.50
TOTAL	\$ 1,922.00	\$ 5,561.45		\$ 3,342.68
		824.99	Less Govt disc.	
		\$ 4,736.46		
References for all types of Equip. Bid Encl.	Yes	Yes		Yes
Maximum % increase 2nd Contract Period	3%	0%		No Response
Maximum % increase 3rd Contract Period	3%	0%		No Response

No Bids Received From:

Elliot Data Systems, Ballwin, MO	Data Comm Inc. JC	Moore North America, JC	Central Communications Sedalia, MO
Media Recovery, KC	Team Electronics, Co	Sysems Consultants, Inc. St. Louis	MTC., KC
Networks, Inc. Springfield, MO	Mid-West CAD Inc.,	L DataLink Tech, Columbia	Unisys Corp., St. Louis

**PURCHASE AGREEMENT
FOR
COMPUTER MAINTENANCE SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the _____ day of _____ 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Computer Resources of Columbia, Inc., herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement For Computer Maintenance Services Term and Supply, County of Boone Request for Quotation for Computer Maintenance Services Term and Supply, bid number 09-07MAR01 Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated March 7, 2001 and executed by Terry Thornsberry on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above and expire on February 28, 2002 and subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County equipment maintenance and repair services in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - It is understood that all services will provided at the County Site described in the bid specifications. Contractor agrees to deliver said services in accordance with the bid specifications.

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

... in ... said

... 2001 is made between

184

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

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

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
c. If appropriations are not made available and budgeted for any calendar year.

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

COMPUTER RESOURCES OF COLUMBIA, INC.

BOONE COUNTY, MISSOURI

by _____
title _____
address _____

by: Boone County Commission
Don Stamper
Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

no encumbrance required *4/10/01* Term/Supply
Signature *Odysse* Date 1170-6050
Appropriation Account

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Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209
Columbia, MO 65201
(573) 886-4394
Fax (573) 886-4390
Email: dcrutchfield@boonecountymo.org

February 6, 2003

Terry Thornsberry
Computer Resources of Columbia, Inc.
1400 Forum Blvd., Suite 19BB
Columbia MO. 65203

RE: 09-07MAR01 – Computer Maintenance Services Term & Supply

Dear Mr. Thornsberry:

The County of Boone wishes to renew the above referenced contract. Confirming the letter faxed and dated January 23, 2003 you agree to renew the contract under the same terms and conditions. This contract renewal date will cover through February 28 2004.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc . Mike Mallicoat
Bid File
Clerk's File

 **COPY**

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

County of Boone

} ea.

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the

19th

day of April

20 01

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

Now on this day the County Commission of the County of Boone does hereby award bid MM28 as follows:

FOR	TO
Bituminous Materials Term and Supply	KOCH Materials

Said bid is awarded per the attached recommendation of the Purchasing Department. It is further ordered that the Presiding Commissioner be authorized to sign the agreements.

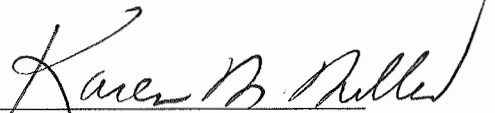
Done this 19th day of April, 2001.

ATTEST:

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



Don Stamper
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: MM28 – Bituminous Materials Term and Supply
DATE: April 5, 2001

Members of the Mid-Missouri Purchasing Cooperative have reviewed the above referenced bid and have determined that KOCH Materials submitted the lowest and best bid meeting the minimum bid specifications. We are recommending acceptance of this award and approval of the contract documents.

This is a term and supply contract; hence Purchase Orders are not required.

Attached for your review is a copy of the bid tabulation.

Bid Number MM28
Bituminous Materials

			CARTER WATERS CORPORATION KANSAS CITY, MO		KOCH MATERIALS COMPANY		VANCE BROTHER, INC.	
Item #	Type	Gallons	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
DELIVERED - 5,800 Gal. Min.								
1	CRS-2	220,000	No Bid		0.645	\$141,900.00	0.670	\$147,400.00
2	MC-3000	15,000	0.925	\$ 13,875.00	0.805	\$ 12,075.00	0.880	\$ 13,200.00
3	PEP	60,000	No Bid		0.709	\$ 42,540.00	0.720	\$ 43,200.00
4	SS-1	750	No Bid		0.699	\$ 524.25	0.720	\$ 540.00
5	CRS-2P	104,000	No Bid		0.914	\$ 95,056.00	0.960	\$ 99,840.00
6	MC-800	3,100	0.925	\$ 2,867.50	0.825	\$ 2,557.50	0.880	\$ 2,728.00
TOTAL			1.85	\$ 16,742.50	4.597	\$294,652.75	4.830	\$306,908.00
PICKED UP - 3,000 Gal. Min.								
1	CRS-2	220000	No Bid		0.605	\$133,100.00	0.630	\$138,600.00
2	MC-3000	15000	No Bid		0.765	\$ 11,475.00	0.840	\$ 12,600.00
3	PEP	60000	No Bid		0.669	\$ 40,140.00	0.680	\$ 40,800.00
4	SS-1	750	No Bid		0.659	\$ 494.25	0.680	\$ 510.00
5	CRS-2P	104000	No Bid		0.874	\$ 90,896.00	0.920	\$ 95,680.00
6	MC-800	3100	No Bid		0.785	\$ 2,433.50	0.840	\$ 2,604.00
TOTAL					4.357	\$278,538.75	4.590	\$290,794.00
PICKED UP - 5,800 Gal. Min.								
1	CRS-2	220000	No Bid		0.605	\$133,100.00	0.630	\$138,600.00
2	MC-30	15000	No Bid		0.765	\$ 11,475.00	0.840	\$ 12,600.00
3	PEP	60000	No Bid		0.669	\$ 40,140.00	0.680	\$ 40,800.00
4	SS-1	750	No Bid		0.659	\$ 494.25	0.680	\$ 510.00
5	CRS-2P	104000	No Bid		0.874	\$ 90,896.00	0.920	\$ 95,680.00
6	MC-800	3100	No Bid		0.785	\$ 2,433.50	0.840	\$ 2,604.00
TOTAL					4.357	\$278,538.75	4.59	\$290,794.00

No Bids

APAC-Missouri Inc. Central Mo Division

**PURCHASE AGREEMENT
FOR
BITUMINOUS MATERIAL TERM AND SUPPLY**

THIS AGREEMENT dated the _____ day of, _____ 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and KOCH Materials, herein, "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this agreement for Bituminous Materials, Mid-Missouri Public Purchasing Cooperative Request for Quotation for Bituminous Materials (Term and Supply), bid number MM28, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by Larry Reddick) consisting of eight (8) sheets. All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Bituminous Materials when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The products and services under this agreement shall be guaranteed from the commencing date of the contract and ending April 1, 2002.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

8. **Termination** - This agreement may be terminated by the County upon ten days advance written notice for any of the following reasons or under any of the following circumstances.
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
 - c. If appropriations are not made available and budgeted for any calendar year.

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

KOCH MATERIALS

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

title _____

Don Stamper
Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren BW
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

no encumbrance required
Signature [Signature]

4/9/2001
Date

Term/Supply
Appropriation Account

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

County of Boone

} ea.

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the

19th

day of April

20 01

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

Now on this day the County Commission of the County of Boone does hereby award bid 12-28MAR01 as follows:

FOR	TO
Boom Mower and Tractor	Cooke Sales and Service

Said bid is awarded per the attached recommendation of the Purchasing Department. It is further ordered that the Presiding Commissioner be authorized to sign the agreements.

Done this 19th day of April, 2001.

ATTEST:

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

Don Stamper
Don Stamper
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 12-28MAR01 – Boom Mower and Tractor
DATE: April 5, 2001

The Purchasing Department has reviewed the 7 responses received for the above reference bid. We recommend rejecting the bids from Lauf Equipment and the alternate bid received from Cooke Sales and Service as non-responsive for not meeting the minimum specifications set forth in the bid. We further recommend awarding this bid to Cooke Sales and Service for their bid of a Year 2001 Tiger Saber Tooth Boom Mower and a Year 2001 John Deere 7210 4WD tractor as having the lowest and best bid meeting the minimum bid specifications.

At this time, we are also requesting disposal as a trade in a 1991 Alamo 60" and Case 5120 Rotary Boom Mower with serial number JJF1014561. The Request for Disposal Form is attached to this memo.

Total contract price with trade-in is \$74,982.00 to be paid out of organization 2040 account 92300. The total budgeted for this item was \$73,000. I have discussed this with the Auditor's office and have identified funds saved from previous purchases to accommodate this additional cost.

Attached for your review is a copy of the bid tabulation.

BID OPENING
12-28 MAR04 Boom Mower and Tractor

		CROWN POWER & EQUIPMENT	GLASGOW EQUIP. GLASGOW, MO	TRI-STATE	TRI-STATE Alternate Bid	COOKE	COOKE Alternate Bid	LAUF EQUIPMENT
	Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
	2001 Industrial Self-propelled Hydraulically Powered Boom Rotary Mower per Section 2.2.	\$31,368.00	\$39,370.00	\$30,225.00	\$31,380.00	\$41,781.00	\$41,781.00	\$20,000.00
	Make and Model	USMM20	Tiger Saber	Alamo MB214	Alamo MB244	Tiger Saber Tooth	Tiger Saber Tooth	Chambers American RBM2050C
4.7.2.	2001 Tractor per Section 2.3.	\$52,821.00	\$52,630.00	\$60,705.00	\$60,705.00	\$78,841.00	\$67,359.00	\$55,000.00
	Make and Model	Case IHMX110	John Deere 7210	John Deere 7210	John Deere 7210	John Deere 7210 4WD	8160 New Holland 2x2	Massey Ferguson 6270
4.8.	Cash Discount \$/net days	\$0.00-30days	\$92,000 30days	\$0.00-0days	\$0.00-0days	Includes 5 year warrenty \$0.00- 0days		\$0.00-30days
4.9.	Trade in							
4.9.1.	1991 Almamo 60"/Case 5120 Rotary Boom Mower	\$8,500.00	\$18,756.00	\$11,675.00	\$11,675.00	\$45,640.00	\$45,640.00	\$15,000.00
	Warranty (addl cost for 5 yr warr.)	\$0.00	\$4,200.00	\$3,995.00	\$3,995.00	\$0.00	\$0.00	
4.10.	Grand Total	\$75,689.00	\$77,444.00	\$83,250.00	\$84,405.00	\$74,982.00	\$63,500.00	\$60,000.00
4.14.	Coop?	YES	YES	YES	YES	NO		YES
4.15.	Delivery ARO	150 Days	45-90days	90-180days	90-180days	45days	One week	45-150days
		5 yr Warranty on Tractor	2 yr Warranty on Tractor	2 yr Warranty on Tractor	2 yr Warranty on Tractor	5 yr Warranty on Tractor	Unit has 30 hrs of demo time	2 yr Warranty on Tractor

No Bids Received From:

The Victor L Phillips Co.
Allied Construction Equipment Co.
Rex Spencer Equipment
Cummings, McGowan & West
G.W.
MMECO
Van Keppel
Pat Kelley
Sydenstricker Imp. Co.

BOONE COUNTY

REQUEST FOR DISPOSAL OF COUNTY PROPERTY - 01P12:25 RCVD

DATE 1/9/01 FIXED ASSET TAG NUMBER 02318

DESCRIPTION Boom Mower / Tractor - Alamo / CASE 5120

Ser # JTF101 4561 Veh # 3748

REQUESTED MEANS OF DISPOSAL:

TRANSFER TRADE SELL JUNK

OTHER EXPLAIN _____

CONDITION OF ASSET Good

REASON FOR DISPOSITION Exceeds life cycle cost / P&O.

DEPARTMENT Public Works SIGNATURE Sam Smith

AUDITOR

ORIGINAL PURCHASE DATE 2/24/92

ORIGINAL COST \$41,203

ORIGINAL FUNDING SOURCE Road & Bridge - 2741

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER _____

DATE APPROVED _____

SIGNATURE _____

**PURCHASE AGREEMENT FOR
BOOM MOWER AND TRACTOR**

THIS AGREEMENT dated the _____ day of _____ 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Cooke Sales and Service, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a Boom Mower and Tractor, bid number 12-28MAR01 including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, unexecuted Response Form, as well as the Contractor's bid response dated March 23, 2001 executed by Oscar M. Cooke, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, and the unexecuted Response Form shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County a quantity of one (1) Year 2001 Tiger Saber Tooth Boom Mower and one (1) Year 2001 John Deere 7210 4WD less the trade in of one (1) 1991 Alamo 60"/Case 5120 Rotary Boom Mower serial number JJF1014561 in conformity with the bid specifications and at the total cost of Seventy-four Thousand Nine Hundred Eighty-two Dollars (\$74,982.00).

3. **Delivery** - Contractor agrees to deliver the boom mower and tractor per the bid specifications and within forty-five (45) days after receipt of order.

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

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

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

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

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

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

COOKE SALES & SERVICE

BOONE COUNTY, MISSOURI

by _____
title _____

by: Boone County Commission
Don Stamper
Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren BW
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

June C. Pitchford
Signature *by se*

4/11/01
Date

2040-92300 - \$74,982.00

Appropriation Account

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

County of Boone

} ea.

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the

19th

day of April

20 01

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

Now on this day the County Commission of the County of Boone does hereby approve purchase of an Optika eMedia Imaging System upgrade for the Assessor's office, in the amount of \$5,527.50, with a budget revision as follows:

DEPARTMENT	ACCOUNT	TRANSFER FROM (Decrease)	TRANSFER TO (Increase)
2010-86800	Emergency	\$5,000	
2010-91302	Software		\$3,560
2010-37210	Training/Schools		\$1,440

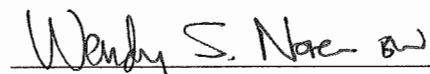
It is further ordered that the Presiding Commissioner be authorized to sign the agreements.

Done this 19th day of April, 2001.

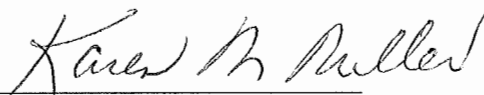


Don Stamper
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Word-Tech Business Systems

5625 Foxridge Drive Mission, KS 66202

Sales (913) 722-3334 Technical Services (913) 722-3233 Fax (913) 722-3491

SALES CONTRACT

Contract Desc.	Optika eMedia Upgrade	Date:	4/4/01	Contract #	33842
----------------	------------------------------	-------	--------	------------	--------------

Bill To: Boone County Attention: Tom Schauwecker - County Assessor Address: 801 East Walnut County Assessor's Office Columbia, Missouri 65201-4890 Phone: Fax #:	Ship to: Same Attention: Address: Phone: P.O. #:
--	--

Product/Services Description	QTY	Unit Price	Total Price		Annual or One-Time
UPGRADE FROM SC-202 to 221					
SC-221					
Imaging & COLD					
Concurrent Users = \$3,260 per User*					
The Upgrade cost = 10% or \$326.00					
Per User (*25-49 User Level).	25	326.00	8,150.00		
Less Previously Purchased Software					
SC-202					
Concurrent Users = \$2,415 per User*					
The Upgrade cost = 10% or \$241.50					
Per User (*25-49 User Level)	(25)	241.50	(6,037.50)		One-Time
Annual					
Software Assurance = 16% of List					
SC-221					
x 16% = \$386.40 per concurrent user	25	521.60	13,040.00		
Less Previously Purchased Software					
SWA					
x 16% = \$386.40 per concurrent user	(25)	386.40	(9,660.00)		Annual
Net Product Difference					
\$8,150.00 - \$6,037.50 = \$2,112.50					
Net Software Assurance Difference					
\$13,040.00 - \$9,660.00 = \$3,380.00					
Total = \$5492.50					
Coverage Period					
05/01/2001 - 04/30/2002					
Optika changed their shipping to \$35					

Actual Professional Services will be billed at the discounted rate of \$120.00 per hour

Products Subtotal		5,492.50		
Services Subtotal				
Total Products & Services		5,492.50		
Sales Tax	at a rate of N/A	0.00		
Shipping/Handling	(All products FOB ^{Destination} Word-Tech)	35.00		
Total Contract	<i>Freight pre-paid and Allowed MB 4-1-01</i>	\$5,527.50		

This order is subject to terms listed on reverse and final approval by Word-Tech Business Systems.
 Customer is responsible for any penalties incurred by canceling or deferring shipment of this configuration

4/4/01
 AS per PO

Tom Schauwecker 4-19-01
 Tom Schauwecker - County Assessor
 Boone County

Word-Tech Business Systems
 Jim Tipton

Approved by WTBS _____

PLEASE SIGN

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

DATE: April 10, 2001

RE: Optika eMedia Upgrade

The Purchasing Department received notification from Boone County Assessor, Tom Schauwecker requesting an imaging upgrade (from SC-202 to 221). This upgrade will update the existing document management software and will include the COLD software that is needed. Attached for your review is a sole source request from the department along with a contract with Word-Tech Business Systems for \$5,527.50.

I verified with David Alford of Optika that this upgrade is sole source. Optika has assigned Word-Tech Business Systems as our service vendor, and Mr. Alford stated that we could switch vendors if we had a service issue, but cost would not change.

This upgrade was not included in fiscal year 2001 budget, and at this time, the Assessor's office is requesting a budget revision of \$5,000 from the Emergency fund, as detailed on the attached *Request for Budget Revision*, to purchase the Optika eMedia Upgrade.

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

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

Department Boone County Assessor's Ofc

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

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

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

This is an update for our Imaging system. It will allow us to store our comp sheets to save room. The "Cold Software" is needed for this feature.

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

It works with our existing Imaging System.

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

Melinda Bobbitt, Director of Purchasing, contacted David Alford of Optika & verified that there Are no other manufacturers for the Optika emedia upgrade. Optika assigns the service vendor, & They have assigned Word-Tech Business Systems for our service. The County could be assigned A different service vendor by Optika if we had a service issue, but the Upgrade price would not Change.

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

Yes (please attach a list of known sources) – See response to question #4.

No

Word-Tech is the service vendor for which Optika uses.

5. 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, there has been an addendum to the Word-Tech contract. The original intent was to update The existing document management software. However, it was discovered that the recent Agreement did not include the COLD software. This new agreement will solve that problem. Plus, the new software will be compatible to our existing system.

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

N/A...this is an upgrade & all maintenance has been contracted for.

7. 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).

Sole source...only manufacturer for the Optika eMedia Upgrade.

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

N/A

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

N/A

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

N/A

Name of person completing form Jacki Davidson
Title Chief Deputy, Boone County Assessor Department
Date 4/10/01
Phone # 573-886-4270

COMMISSION APPROVAL:

Signature of Approving Authority _____ Date _____

AUDITOR CERTIFICATION:

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

June C. Pitchford 4/11/01 2010-91302 \$5,527.50
Signature by se Date Appropriation Account

Word-Tech Business Systems

5625 Foxridge Drive Mission, KS 66202

Sales (913) 722-3334 Technical Services (913) 722-3233 Fax (913) 722-3491

SALES CONTRACT

Contract Desc.	Optika eMedia Upgrade	Date:	5/24/00	Contract #	33105
----------------	------------------------------	-------	---------	------------	--------------

Bill To: Boone County Attention: Robert Ormiston Address: 801 East Walnut Room 221 Columbia, Missouri 65201-4890 Phone: 573-886-4316 Fax #: email: bobormiston@boonecountymmo.org	Ship to: Same Attention: Address: Phone: P.O. #:
---	--

Product/Services Description	QTY	Unit Price	Total Price	Annual or
UPGRADE FROM SC-202 to 221				
SC-221				One-Time
Imaging & COLD				
Concurrent Users = \$3,260 per User*				
The Upgrade cost = 10% or \$326.00				
Per User (*25-49 User Level).	25	326.00	8,150.00	
Less Previously Purchased Software				
SC-202				
Concurrent Users = \$2,415 per User*				
The Upgrade cost = 10% or \$241.50				
Per User (*25-49 User Level)	(25)	241.50	(6,037.50)	One-Time
Annual				
Software Assurance = 16% of List				
SC-221	25	521.60	13,040.00	
x 16% = \$386.40 per concurrent user				
Less Previously Purchased Software				
SWA	(25)	386.40	(9,660.00)	Annual
x 16% = \$386.40 per concurrent user				
Net Product Difference				
\$8,150.00 - \$6,037.50 = \$2,112.50				
Net Software Assurance Difference				
\$13,040.00 - \$9,660.00 = \$3,380.00				
Total = \$5492.50				

Actual Professional Services will be billed at the discounted rate of \$120.00 per hour

Products Subtotal	5,492.50		
Services Subtotal			
Total Products & Services	5,492.50		
Sales Tax	at a rate of N/A	0.00	
Shipping/Handling	(All products FOB Word-Tech)	25.00	
Total Contract		\$5,517.50	

This order is subject to terms listed on reverse and final approval by Word-Tech Business Systems.
 Customer is responsible for any penalties incurred by canceling or deferring shipment of this configuration



As per PO _____

[Handwritten Signature]
2/17/01

Boone County

Word-Tech Business Systems

Approved by WTBS _____



TOM SCHAUWECKER
Boone County Assessor

February 15, 2001

John Patton, Boone County Counselor
16 N. Eight St
Columbia, MO 65201

Dear Mr. Patton:

Enclosed you will find an addendum to the Word-Tech contract. The original intent was to update the existing document management software. However, it was discovered that the recent agreement did not include the COLD software. This agreement will solve that problem. Please review the terms and conditions of this contract comment and advise. Thank you for your prompt and thorough consideration of this matter

Sincerely,

Tom Schauwecker

*Form Approved - Process
as necessary required
JH 2/17/01*

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

April Session of the February Adjourned

Term. 20 01

STATE OF MISSOURI }
County of Boone } ea.

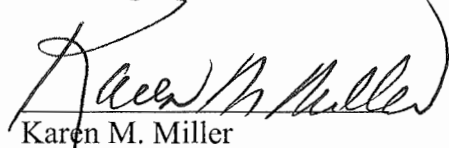
In the County Commission of said county, on the 19th day of April 20 01

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

Now on this day the County Commission of the County of Boone does hereby approve the purchase of the Microsoft Office 2000 and Office Pro 2000 new and upgrade licenses for Boone County, in the amount of \$16,511.63. It is further ordered that the Presiding Commissioner be authorized to sign the agreements.


Done this 19th day of April, 2001.


Don Stamper
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

DATE: April 17, 2001

RE: Microsoft Office 2000 and Office Pro 2000 Licenses

Information Technology requested purchase of Microsoft Office 2000 and Office Pro 2000 new and upgrade licenses for Boone County. The 2001 budget included the new and upgrade licenses for the Microsoft Office 2000 only, for \$16,210. We now need to purchase 20 new Office Pro 2000 licenses. Our purchase from the state contract for all of these licenses will be \$16,511.63. We will be over budget \$301.63. Sue Lake, Budget Analyst, Auditor's office, assured me that Information Technology has savings to offset the additional cost.

Purchasing recommends these be bought from the State of Missouri contract without going through the formal bid process. After detailed research, I am confident the state contract offers the best possible pricing available to the County.

There are different pricing structures for Microsoft Office Licenses with categories for educational institutions, government institutions, or private businesses. Boone County will receive government pricing. Under government pricing, there is further breakdown depending upon projected usage. Boone County has a relatively small purchasing volume versus the State of Missouri. According to Microsoft Licensing eligibility and participation guidelines, our size institution is eligible only for the Open License pricing. The State of Missouri, due to their usage, is eligible for Select License pricing. This pricing is significantly less than the pricing we would receive.

I have verified this information by checking the web site for Microsoft Licensing programs at Internet site, <http://www.microsoft.com/business/licensing>. I have also received this same information through two different vendors for Microsoft Office Licenses including:
 Programmers Paradise, Jason Singer, (800) 441-1511, ext. 7233
 World Wide Technology, Lisa Grabowski, (314) 301-2683

There is also a time issue surrounding the purchase of these Microsoft licenses. Erik Denkers from the Department of Technology informed me that we have Microsoft licenses currently expiring that are still in use.

For these reasons, I recommend that we purchase the Office 2000 and Office Pro 2000 licenses from the State of Missouri contract for the following prices:

<u>License</u>	<u>State of Missouri Price</u>	<u>Quantity</u>	<u>Total</u>
Office 2000 Standard	\$237.29	32	\$7,593.28
Office 2000 Version Upgrade	\$140.45	23	\$3,230.35
Office Pro 2000	\$284.40	20	\$5,688.00
Grand Total:			\$16,511.63

The attached Purchase Requisition details the licenses per County office.

4/9/01

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Purchasing

DATE

8989

VENDOR NO.

Bid Documentation

(Check One)

RECEIVED

APR 10 2001

Vendor Name: World Wide Technology

Approved Sole Source: X

Address: P.O. Box 957653

Written Bids (attached): _____

Bid or Comm Ord Number: C200100001

City, State, Zip: St. Louis, MO 63195-7653

Not Required: _____

Bill To Dept. No. 1170

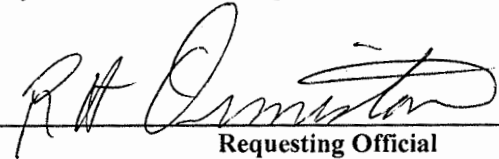
Ship To Dept. No. 1170

Department				Account				Item Description (or managerial code)	Qty	Unit Price	Amount
1	1	7	0	9	1	3	0 2	Microsoft Part # 269-02409 Office Pro 2000 Win32 English MVL (1-AD, 1-TR, 2-PA, 3-IT, 2-RC, 6-CO, 5-CK)	20	284.40	5688.00
1	1	7	0	9	1	3	0 2	Microsoft Part # 021-02827 Office 2000 Win32 English MVL (To become legal)	20	237.29	4745.80
1	1	7	0	9	1	3	0 2	Microsoft Part # 021-02827 Office 2000 Win32 English MVL (For Auditor's new PTE)	1	237.29	237.29
1	1	7	0	9	1	3	0 2	Microsoft Part # 021-02827 Office 2000 Win32 English MVL (For IT's new FTE)	1	237.29	237.29
1	1	7	0	9	2	3	0 2	Microsoft Part # 021-02828 Office 2000 Win32 English MVL/Prev. Vers. (Upgrades For Prosecuting Attorney)	23	140.45	3230.35
1	1	7	0	9	1	3	0 2	Microsoft Part # 021-02827 Office 2000 Win32 English MVL (For Sheriff's Dept New PC's)	10	237.29	2372.90
								Total			16511.63

CLERK'S OFFICE

- *Do not remove backup from purchase requisition
- *No Commissioner signature is needed for purchase requisition or backup
- *Note the Commission Order # on the purchase req.
- *Return the purchase requisition to Annie/Auditor's Office with the backup

above specified are necessary for the use of this department, and are solely for the


Requesting Official



County Commission Approval



Auditor Approval

**PURCHASE AGREEMENT
FOR
Microsoft Office 2000 Licenses
Office Pro 2000 Licenses**

THIS AGREEMENT dated the _____ day of _____ 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and World Wide Technology, Inc., herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Microsoft Office 2000 Licenses and Office Pro 2000 Licenses in compliance with all bid specifications and any addendum issued for the State of Missouri Contract C200100001. All such documents shall constitute the contract documents, which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the State of Missouri Contract C200100001 shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with thirty-two (32) new Microsoft Office 2000 Standard licenses (part #021-02827); twenty-three (23) Microsoft Office 2000 upgrade licenses (part #021-02828); and twenty (20) new Office Pro 2000 Standard licenses (part #269-02409). Cost for new Microsoft Office 2000 licenses is \$237.29 each. Cost for Microsoft Office 2000 upgrade licenses is \$140.45 each, and cost for new Office Pro 2000 Standard licenses is \$284.40 each. Total contract value is \$16,511.63.

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 14 calendar days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Department of Information Technology and may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

WORLD WIDE TECHNOLOGY

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

title _____

Don Stamper 4-19-01
Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

County Counselor

Wendy S. Noren BW
Wendy S. Noren, County Clerk

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

June C. Pitchford
Signature *by se*

4/11/01
Date

~~1255-92300~~ 1170-91302
~~1243-91400~~ 1170-92302

Appropriation Account



CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

April Session of the February Adjourned

Term. 20 01

STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the 19th day of April 20 01

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

Now on this day the County Commission of the County of Boone does hereby award bid 14-04APR01 as follows:

FOR	TO
Mobile Filing System	Conner Business Systems

Said bid is awarded per the attached recommendation of the Purchasing Department. It is further ordered that the Presiding Commissioner be authorized to sign the agreements.

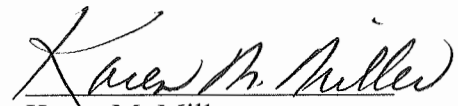
Done this 19th day of April, 2001.



Don Stamper
Presiding Commissioner

ATTEST:

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



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 14-04APR01- Mobile Filing System
DATE: April 13, 2001

The Purchasing Department has reviewed the 3 responses received for the above reference bid.

We recommend awarding the base bid and Alternates 1, 2, 3, and 4 to Conner Business Systems for having the best and lowest bid meeting the minimum bid specifications.

Total cost of this contract is \$11,656.75 to be paid out of organization 1241 account 91100.

The bid tabulation is attached for your review.

Award Amount: \$11,656.75
Average Bid: \$12,576.41
Savings: \$919.66

An Affirmative Action/Equal Opportunity Institution

Bid Opening
14-04APR01 - MOBILE FILING SYSTEM

		CONNER BUSINESS SYSTEMS FENTON, MO		THE PETERSON GROUP FENTON, MO		MARATHON OFFICE INTERIORS		
4.7.1.	Cost to complete base project		\$ 8,900.00		\$ 10,995.46		\$ 11,885.00	
	System Brand Name and Model		Tab		Spacesaver DFMA		None Submitted	
4.8.	Add Alternates	QTY	Unit Price		Unit Price		Unit Price	
4.8.1.	Letter Size File Folders per Section 2.7.1.	1	\$ 588.00	\$ 588.00	\$ 1,410.00	\$ 1,410.00	\$ -	No Bid
4.8.2.	Label Print Software	2	\$ 285.00	\$ 570.00	\$ 390.00	\$ 780.00	\$ -	No Bid
4.8.3.	Blank Labels qty 1000	7	\$ 200.00	\$ 1,400.00	\$ 96.00	\$ 672.00	\$ -	No Bid
4.8.4.	Retractable reference shelf	5	\$ 39.75	\$ 198.75	\$ 33.00	\$ 165.00	\$ 33.00	\$ 165.00
	TOTAL			\$ 11,656.75		\$ 14,022.46		\$ 12,050.00
4.9.	List References			Cape Girardeau Sheriff's Office		Ray County Recorder of Deeds		Audrain Medical Center
				Solutia Incorporated		Columbia Surgical		Mid-America Mortgage
				United Missouri Bank		Firststar Bank		Boone Hospital
4.10.	Total Filing Inches			8,040		7,452		7,956
4.11.	Warranty			5 years parts-5 years labor		5 years parts-5 years labor		5 years limited
4.12.	Attached Drawing							
4.14.	After Notice to Proceed, contractor will begin work within ? Days			35 days		28 days		60 days
4.15.	Project will be completed within ? Days			2 days		3 days		3 days
	Addendum One			No		Yes		Yes

No Bids

Automated Business Systems, Lenexa KS

CONTRACT AGREEMENT FORM

THIS AGREEMENT, made and entered into by and between the Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and Conner Business Systems, (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his/her own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal and contractor's bid response as follows:

BID #14-04APR01 – MOBILE FILING SYSTEM

Base Bid of	\$8,900.00
Add Alternate 1 –	\$588.00
Add Alternate 2 –	\$570.00
Add Alternate 3 –	\$1,400.00
Add Alternate 4 –	<u>\$198.75</u>
Total	\$11,656.75

and agrees to perform all the work required by the Contract as shown in the specifications.

The following Contract documents and all addenda (if applicable), are made a part hereof as fully as if set out herein: change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing

1. Introduction & General Conditions of Bidding,
2. Primary Specifications,
3. Response Content,
4. Response Form,
6. Prevailing Wage
7. Insurance Requirements,
8. Standard Terms and Conditions, and
9. any applicable Addenda.

The Contractor further agrees that he/she is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his/her information was secured by personal investigation and research and not from any estimates of the Owner; and that he/she will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the proposal or such additional time as may be allowed by the Engineer under the Contract.

The work shall be done to complete satisfaction of the Owner and, in the case of Federal Government or any agency thereof is participating in the payment of the cost of construction of

CONTRACT AGREEMENT FORM

the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The Contractor agrees that he/she will comply with all federal and state laws and regulations and local ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his/her behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement. Also, that he/she has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him/her hereunder; and that he/she has not, in estimating the Contract price demand by him/her, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him/her hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount of

Eleven Thousand Six Hundred Fifty-Six Dollars and 75/100 (\$11,656.75)

and full compensation for the performance of work embraced in this contract, subject to adjustment as provided for changes in quantities and approved change orders.

DATE OF AGREEMENT:

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____ at Columbia, Missouri.
(Date)

CONTRACTOR:

OWNER:
COUNTY, MISSOURI

By: _____
Authorized Representative

By: Don Stamper
Don Stamper, Presiding Commissioner

By: _____
Signature Title

ATTEST:

Approved as to Legal Form:

Wendy S. Noren BW
Wendy Noren, County Clerk

John Patton
John Patton, Boone County Counselor

AUDITOR CERTIFICATION

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

June Pitchford by KJ 4/16/2001
Signature Date Appropriation Account

1241-91100 \$11,656.75
~~1221-91000~~

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the 19th day of April 20 01

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

Now on this day the County Commission of the County of Boone does hereby award bid 17-16APR01 as follows:

FOR	TO
Variable Frequency Drives	Meyer Electric Company, Inc.

Said bid is awarded per the attached recommendation of the Purchasing Department. It is further ordered that the Presiding Commissioner be authorized to sign the agreements.

Done this 19th day of April, 2001.

ATTEST:

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

Don Stamper
Don Stamper
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: April 16, 2001
RE: 17-16APR01 Variable Frequency Drives

On March 27, 2001 the Purchasing department received a request from the Public Works department to issue a Bid for the Furnishing, Delivery and Installation of Variable Frequency Drives in the CourtHouse. The Bid was issued on March 30, 2001.

The Bid closed on April 16, 2001. A total of five bids were received from the following vendors: Meyer Electric Company Inc., Hulett Heating and Cooling, Drummond Mechanical Contractors, Inc., Triple E Electric, and an alternate bid from Triple E. Electric.

Upon the completion of bid evaluations, Facilities Maintenance and Purchasing recommend award to Meyer Electric Company Inc. of Jefferson City, Missouri, for having the lowest and best bid meeting the minimum specifications. Facilities Maintenance budget amount for the Variable Frequency Drives was \$25,000. The cost of the contract to Meyer Electric Company Inc. is \$20,882.00.

Award Amount: \$20,882.00
Average Bid: \$30,666.80
Savings: \$9,784.80

Bid Opening
17-16APR01-Variable Frequency Drives

		Meyer Electric Co, Inc.	Hulett Heating & Cooling	Drummond Mechanical Contractors, Inc.	Triple E Electric	Triple E Electric - Alternate Bid One
4.7.1.	Brand:	Toshiba	Square D	Square D	Siemens	Square D
4.7.2.	Model:	E34450EE, E34400EE, E34080EE, E34055EE	Model 6	Model 5	6SE32255DJ40+41050, 6SE3224DJ40+41040, 6SE32213DC40+41007, 6SE32210DC10+41005	883958EPG4VYA07B09G09 H09, 883958ENG4VYA07B09G09 H09, 883958EGG4VYA07B09G0 9H09, 883958EFG4VYA07B09G H09
4.7.3.	Warrenty:	2 yrs. Material, and 1 year labor	Standard Manufacturer	One yr. From date of start-up	1 year	1 year
4.7.4.	Base Bid:	\$20,882.00	\$41,520.00	\$37,410.00	\$27,285.00	\$26,237
4.7.5.	Days work will begin after receipt of Notice	10	30	15	7	7
4.7.6.	Days work completed after receipt of Notice	35	40	40	42	42

No Bids:

Drummond Mechanical Contractors, Inc.

Brunner Heating

Huebert Builders, Inc.

Chapman Heating and A/C

Opened By: Melinda Bobbitt

Recorded By: Sarah Bailey

Date: 4/17/01, 1:30 p.m.

**PURCHASE AGREEMENT FOR
VARIABLE FREQUENCY DRIVE(S)**

THIS AGREEMENT dated the _____ day of _____ 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Meyer Electric Company Inc., herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Variable Frequency Drives, County of Boone Request for Quotation for Variable Frequency Drives, bid number 17-16APR01 including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, as well as the Contractor's bid response dated April 16, 2001 executed by Leon J. Keller on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish, deliver and install to the County, four (4) Variable Frequency Drives, Toshiba model numbers E34450EE, E34400EE, E34080EE, and E34055EE, for a total purchase price of \$20,882.00. All new Variable Frequency Drives and the Furnishing, Delivery and Installation of such, shall be provided in conformity with the bid specifications and as set forth in the Contractor's bid response.

3. **Delivery** - Contractor agrees to furnish, deliver and install Variable Frequency Drives within 35 days after receipt of Notice to Proceed.

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

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

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

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

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

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

Meyer Electric Company Inc.

By: _____

Title: _____

BOONE COUNTY, MISSOURI

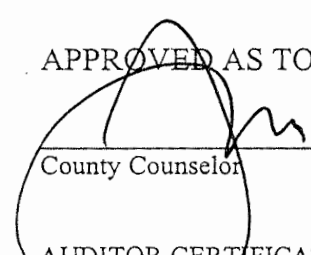
By: Boone County Commission



Don Stamper, Presiding Commissioner

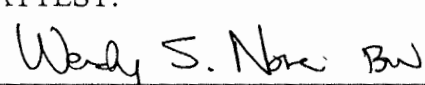
PLEASE SIGN ←

APPROVED AS TO FORM:



County Counselor

ATTEST:



Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Signature June Pitchford by KF Date 4/18/2001 Appropriation Account 6200-92200 - \$20,882.00

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the 19th day of April 20 01

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 for the Road and Bridge Revenue Sharing Funds to the Centralia Special Road District, in the amount \$114,800.00. It is further ordered that the Presiding Commissioner be hereby authorized to sign the agreements.

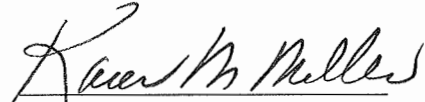
Done this 19th day of April, 2001.



Don Stamper
Presiding Commissioner

ATTEST:

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



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

191-2001

4/13/01

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI

DATE

180

VENDOR NO.

Bid Documentation

(Check One)

Vendor Name: Centralia Special Rd Dist

Approved Sole Source:

Address:

Written Bids(attached):

Bid or Comm Ord Number:

City, State, Zip:

Not Required:

Bill To Dept. No. 2049

Ship To Dept. No. 2049

Table with columns: Department, Account, Item Description (or managerial code), Qty, Unit Price, Amount. Contains 3 rows of road improvement items totaling \$114,800.00.

CLERK'S OFFICE

- *Do not remove backup from purchase requisition
*No Commissioner signature is needed for purchase requisition or backup
*Note the Commission Order # on the purchase req.
*Return the purchase requisition to Annie/Auditor's Office with the backup

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

See Contract

Requesting Official

Not Applicable

County Commission Approval

Auditor Approval

Handwritten signature/initials

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement is made and entered into by and between Boone County Missouri, a first class noncharter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the Centralia Special Road District, herein "District".

WITNESSETH:

WHEREAS, the County has funding available in its Road and Bridge tax fund to provide the various Public entities within Boone County with monies for the repair and improvement of roads, streets and bridges in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the District has filed a grant application with the County for use of additional available road and bridge tax funding to fund one or more road improvement or repair projects as shown in its grant application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the District for the improvement and/or repair of District's roads under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the District the sum of One Hundred Fourteen Thousand Eight Hundred Dollars (\$114,800.00) for use in the completion of the road improvement and/or repair project specified in the District's capital improvement grant application for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference.

2. In consideration of the receipt of the funds specified in paragraph 1 above the District agrees to abide by the following terms and conditions:

a. The District shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the grant application and for no other purposes.

b. The District agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the District from the County under this agreement have been expended in compliance with this agreement.

c. The District agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.

d. It is agreed that the District shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.

e. The District agrees that for any work not performed by the District's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the District in letting and carrying out contracts for public works and improvements.

3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By:

Ann Stampe
Presiding Commissioner
Boone County Commission

Date: 4-19-01

ATTEST:

Wendy S. Nore SW
County Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

Jane C. Pitchford
Auditor *dyse*

Centralia Special Road District

By:

Larry Riedel
Chairman

Date: 3-5-01

ATTEST:

Dave Holsinger
District Clerk

APPROVED AS TO FORM:

Marilyn R. Gault
District Attorney

Date: 4/13/01

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

April Session of the February Adjourned

Term. 20 01

STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the 19th day of April 20 01

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

Now on this day the County Commission of the County of Boone does hereby approve Change Order #3 to the Burnett School Road Bank Stabilization project, in the amount of \$7,962.50. It is further ordered that the Presiding Commissioner be hereby authorized to sign the change order.

Done this 19th day of April, 2001.

ATTEST:

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

Don Stamper
Don Stamper
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

**BOONE COUNTY DEPARTMENT OF PUBLIC WORKS
DESIGN AND CONSTRUCTION DIVISION**

Change Order No.: Three (3)

Job No.: 9683

Date: April 6, 2001

Contract No.:56-15NOV00

Project Location: Bank Stabilization and Erosion Control Measures - Burnett School Road at Cedar Creek site

Contractor: C.L. Richardson Construction

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

Description of Changes: Due to a design change at the Burnett School Road site, the total estimated quantity of riprap was reduced from 1,330 tons to 580 tons. Change Order No. 2 adjusted the unit price for riprap due to this change. Because the actual quantity of riprap used during construction of this project was near the original estimate, the unit price for riprap provided in Change Order No. 2 should be adjusted to the original unit price. The contract amount should be adjusted to reflect this change. (1,330 tons x \$21.25/ton - 580 tons x \$35.00/ton = \$7,962.50)

CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:

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

Contract Amount: Add to the Contract Amount a total of \$7,962.50

CONTRACTOR - C.L. Richardson Construction

SIGNATURE *Robert Schlemmer* DATE 4-6-01

Recommended by: Project Supervisor

SIGNATURE *David Nitz* DATE 4-9-01

Accepted by: Boone County Commission

SIGNATURE *Don Stamps* DATE 4-19-01

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.
Jeanne C. Pritchard 4/11/01
 Auditor *Agree* Date

STATEMENT OF CONTRACT AMOUNT:

ORIGINAL CONTRACT AMOUNT	\$	95,928.50
PREVIOUS ADDITIONS	\$	2,540.00
TOTAL	\$	98,468.50
PREVIOUS DEDUCTIONS	\$	7,462.50
NET PRIOR TO THIS CHANGE	\$	91,006.00
AMOUNT OF THIS CHANGE <u>X</u> ADD ___ DEDUCT	\$	7,962.50
CONTRACT AMOUNT TO DATE	\$	98,968.50

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

April Session of the February Adjourned

Term. 20 01

STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the 19th day of April 20 01

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

Now on this day the County Commission of the County of Boone does hereby approve the renewal of the AGC-Eastern Missouri Laborers' Joint Training Fund Agreement with Boone County for Training Services for one year, starting February 16, 2001 and ending February 15, 2002. It is further ordered that the Presiding Commissioner be hereby authorized to sign the renewal agreement.

Done this 19th day of April, 2001.

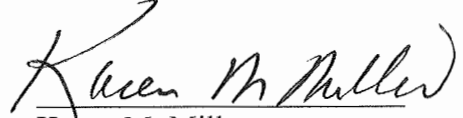


Don Stamper
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

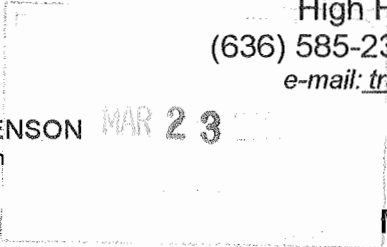
AGC-EASTERN MISSOURI LABORERS' JOINT TRAINING FUND

Larry Flinn
Joseph Tocco
Fred Wolf
Perri Pryor
John Stroup
Mark Jones
Norman Crocker

35 Opportunity Road
High Hill, Missouri 63350
(636) 585-2391 Fax (636) 585-2604
e-mail: train@laborers-highhill.org

Paul C. Schnoebelen, Jr.
Ralph V. Drury
John P. Mulligan
Francis R. Wojehowski
Robert J. Wesolich
John J. Smith, Sr.
Cliff Land

JAMES D. HENSON
Chairman



JOHN B. MORGAN
Secretary-Treasurer

March 21, 2001

Mr. Gregory P. Eddington
BOONE COUNTY PUBLIC WORKS
5551 Highway 63 South
Columbia, MO 65201-9711

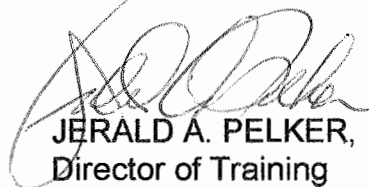
Dear Sir:

At the February 8, 2001 meeting of the Board of Trustees of the AGC-Eastern Missouri Laborers' Joint Training Fund, motion was made, seconded and passed to extend for an additional one (1) year period the Agreement between the Fund and the County. As you know, that Agreement provides for the training of persons employed by the Maintenance Operations Division of the Boone County Public Works Department who are responsible for the repair and maintenance of Boone County Roads, and who are represented by Public Service Employees Local Union No. 1274 of the Laborers' International Union of North America, AFL-CIO.

Kindly have the County's signature side of the Renewal Agreement (attached) completed and signed (2 copies). Keep one copy for your records and return one to the Training Fund's office.

If there are any questions or problems, or if I can be of further service, please do not hesitate to contact me.

Very truly,


JERALD A. PELKER,
Director of Training

c.c. Board of Trustees

Renewal of Agreement

UNDER THE PROVISIONS of Section 4, Duration and Renewal of Agreement, of the Agreement entered into by and between the AGC-Eastern Missouri Laborers' Joint Training Fund and Boone County, Missouri through the Boone County Commission, on February 16, 1995, it is agreed to extend the Agreement for an additional one (1) year period commencing February 16, 2001 and ending February 15, 2002.

IN WITNESS WHEREOF the parties through their duly authorized representative, have affixed their signatures as of the date indicated.

**AGC-EASTERN MISSOURI
LABORERS' JOINT TRAINING FUND**

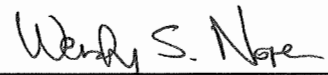
BOONE COUNTY MISSOURI

by 
Chairman

by 
Presiding Commissioner

by 
Secretary-Treasurer

ATTEST:

 WSN
County Clerk


DATED: February 8, 2001

DATED: 4/19/01

APPROVED:


Public Works

APPROVED AS TO FORM:


County Counselor

**AGC-EASTERN MISSOURI LABORERS' JOINT TRAINING FUND AGREEMENT
WITH BOONE COUNTY, MISSOURI FOR TRAINING SERVICES**

THIS AGREEMENT is entered into by and between the AGC-Eastern Missouri Laborers' Joint Training Fund, herein "Fund," and Boone County, Missouri through the Boone County Commission, herein "County".

IN CONSIDERATION of the performance of each parties obligations contained in this agreement, the parties agree to the following:

1. ***Background of Agreement*** - This agreement is made in view of the following facts which the parties agree to be true:

1.1 Boone County, Missouri is a statutory governing body created under the laws of the State of Missouri which operates a Public Works Department. Within the Public Works Department is the Maintenance Operations Division responsible for the repair and maintenance of Boone County roads. Workers employed by the Boone County Public Works Department who perform work for the Maintenance Operations Division are members of Public Service Employees Local Union No. 45 of the Laborers' International Union of North America, AFL-CIO.

1.2 AGC-Eastern Missouri Laborers' Joint Training Fund operates a training facility devoted primarily to training union workers in various skills and trades.

1.3 The County desires to obtain training for its union employees in the Public Works Department Maintenance Operations Division which is offered by the Fund and the Fund is willing to provide training under its standard terms and conditions offered to non-governmental union workers and both parties are, for this purpose, entering into this agreement.

2. ***County Obligations*** - The County agrees to contribute to the Fund the sum of \$0.15 per hour on the basis of a forty hour work week, regardless of hours actually worked for each worker who is eligible to participate in training during the term of this Agreement. Contributions shall be made payable to the Fund, paid quarterly in advance, and shall be accompanied by a report listing each employee's name and social security number. The report shall be signed and certified by the director or assistant director of the Public Works Department and shall be mailed to "Laborers-AGC Training Center, AFL-CIO, Route 1, Box 79 H, High Hill, MO 63350."

3. ***Fund Obligations*** - The Fund agrees to provide training benefits to the employees listed in the report during the contract period in accordance with the training programs of the Fund, the Agreement and Declaration of Trust of the Fund and all applicable rules and regulations as are now or may in the future be established by the Trustees of the Fund.

4. ***Duration and Renewal of Agreement*** - This agreement shall be effective for the period of one year commencing from the date hereof and shall terminate upon the one year anniversary

date of this agreement unless and until renewed for additional periods consisting of at least one year by the parties hereto.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the dates indicated by their signature.

**AGC-EASTERN MISSOURI
LABOR'S JOINT TRAINING FUND**

by G. Thomas Harvill
G. Thomas Harvill, Chairman

by John B. Morgan
John B. Morgan, Secretary-Treasurer

DATED: 2/16/95

BOONE COUNTY, MISSOURI

by Boone County Commission
Don Stamper
Don Stamper, Presiding Commissioner

Absent
Karen M. Miller, District I Commissioner

Linda Vogt
Linda Vogt, District II Commissioner

ATTEST:
Wendy Noren
Wendy Noren, County Clerk *by MDM*

Approved:
Stan Elmore by Frank M. Alder
Stan Elmore, Director of Public Works

Approved as to form:
John L. Patton
John L. Patton, County Counselor

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

County of Boone

} ea.

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the

19th

day of April

20 01

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

Now on this day the County Commission of the County of Boone does hereby approve a budget amendment as follows:

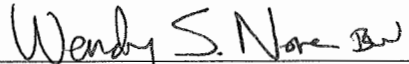
AMOUNT	(increasing) ACCOUNT
\$15,918	4020-71201 JJC Expansion/ Renovation: Construction Costs


Said amendment is to establish a budget for Change Order #1 C.L. Richardson Construction Company (\$15,917.75) dated 4/10/2001 for Reality House Regrading and Paving Projects. It is further ordered that the Presiding Commissioner be authorized to sign the documents.

Done this 19th day of April, 2001.


Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CERTIFICATION:
 I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
June Pritchard by RF 4/11/2001
 Auditor Date
 4020-71201 \$15,917.75
 Pending approval of budget amendment

PROJECT: **Regrading and Repaving for Reality House** CHANGE ORDER NUMBER: **One (1)**
 (name, address) **1900 Prathersville Road** DATE: **April 10, 2001**
Columbia, MO 65202
 TO CONTRACTOR: ARCHITECT'S PROJECT NO: **000.975**
 (name, address) **C.L. Richardson Construction Co.** CONTRACT DATE: **November 29, 2000**
15475 Highway 63 South CONTRACT FOR: **Regrading & Repaving**
Ashland, MO 65010 **for Reality House**

The Contract is changed as follows:

- Furnish all labor and material to remove existing asphalt and base as required, install minimum new 2" asphalt paving over new base rock and including site grading, seeding, mulching, staking and testing. Add \$ 15,917.75
TOTAL Add \$ 15,917.75

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

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 34,004.64
Net change by previously authorized Change Orders	0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	34,004.64
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	+15,917.75
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	49,922.39
The Contract Time will be (increased) (decreased) (unchanged) by	(-0) days.
The date of Substantial Completion as of the date of this Change Order therefore is	6/25/01

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Mitzel + Scroggs Architects, Inc.	C.L. Richardson Construction Co.	Boone County Commission
ARCHITECT	CONTRACTOR	OWNER
2401 E. Broadway	15475 Highway 63 South	Boone Co. Government Bldg.
Address	Address	Address
Columbia, MO 65201	Ashland, MO 65050	Columbia, MO 65201
BY <i>Stuart S. Scroggs</i>	BY <i>C.L. Richardson</i>	BY <i>New Stamps</i>
DATE April 10, 2001	DATE 4/26/01	DATE 4-19-01

00090A

REALITY HOUSE ADDITIONAL PAVEMENT

Page: 1

CL RICHARDSON CONSTRUCTION CO.
1200 W. WASHINGTON ST.
BETHESDA, MD 20814

Bid Proposal
Bidwork

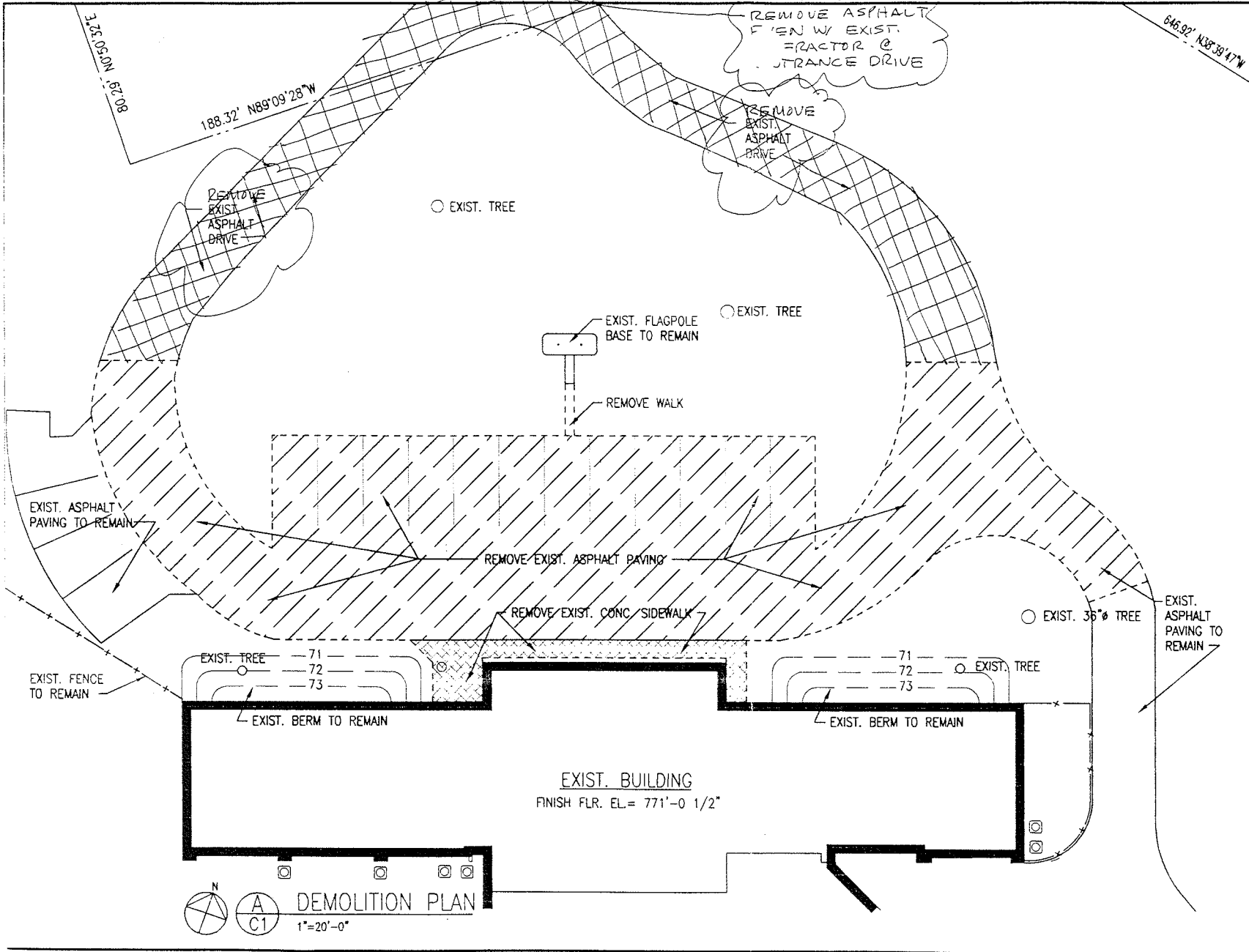
Date: 03/30/98
Time: 13:09:51

Bid ID	Description	Bid Quantity	Unit	Unit Price	Total
1	REMOVE ASPHALT PAVEMENT	675.000	SQYD	2.700	1,822.500
3	SITE GRADING	1.000	LSUM	3,480.000	3,480.000
4	BASE ROCK FOR ASPHALT PAVEMENT	675.000	SCYD	6.460	4,360.500
8	2" THICK ASPHALT PAVEMENT	675.000	SQYD	7.770	5,244.750
11	SEEDING & MULCHING	1.000	LSUM	350.000	350.000
12	STAKING & TESTING	1.000	LSUM	660.000	660.000
101	INST & REMOVE TEMPORARY ROAD	395.000	LNFT	8.350	3,214.750

BID TOTAL - 19,132.500
\$15,917.75

NOTES:

- Price to repair pot holes (saw pavement, excavate hole, place base rock 8" deep & cap with 2" of asphalt) \$32.40 per square yard



Revision	Date	No.
REPAVE ASPHALT DRIVE	3/30/01	A

Notice

NO PART OF THESE PLANS AND/OR PROJECT MANUAL MAY BE REPRODUCED, COPIED, STORED IN A RETRIEVAL SYSTEM OR TRANSMITTED IN ANY FORM BY ANY MEANS WITHOUT PRIOR WRITTEN PERMISSION OF MITZEL + SCROGGS ARCHITECTS, INC.

DRAWINGS SHALL NOT BE SCALED.

QUESTIONS ON DIMENSIONS SHALL BE REFERRED TO THE ARCHITECT'S OFFICE.

CONTRACTORS SHALL VERIFY AND COORDINATE ALL DIMENSIONS, DETAILS, AND JOB CONDITIONS.

Regrading and Repaving for Reality House

Located at:
 1900 Prathersville Road
 Columbia, MO 65202

Owner:
 Boone County Commission
 Boone County Government Building, Rm. 245
 801 E. Walnut Street
 Columbia, MO 65201



2401 East Broadway Bldg A
 Columbia, MO 65201-6118
 Telephone (573) 449-0951
 Fax (573) 449-0921

DEMOLITION PLAN

Scale	AS NOTED
Comm No.	960.895
Date	10/6/00
In Charge	SSS
Drawn By	WC/SSS
Checked By	DCM

C1

00090A

REALITY HOUSE ADDITIONAL PAVEMENT

Page: 1

Bid Proposal

Date: 03/30/99

Bidwork

Time: 13:09:51

CL RICHARDSON CONSTRUCTION CO.
1000 W. 10TH ST.
DENVER, CO 80202

Bid ID	Description	Bid Quantity	Unit	Unit Price	Total
1	REMOVE ASPHALT PAVEMENT	675.000	SCYD	2.700	1,822.500
3	SITE GRADING	1.000	LSUM	3,480.000	3,480.000
4	BASE ROCK FOR ASPHALT PAVEMENT	675.000	SCYD	5.450	3,660.750
8	2" THICK ASPHALT PAVEMENT	675.000	SCYD	7.770	5,244.750
11	SEEDING & MULCHING	1.000	LSUM	350.000	350.000
12	STAKING & TESTING	1.000	LSUM	650.000	650.000
101	INST & REMOVE TEMPORARY ROAD	335.000	LMFT	8.350	2,814.750

BID TOTAL 14,132.50
\$15,917.75

NOTES

- 1 Price to repair pot holes (saw pavement, excavate hole, place base rock 8" deep & cap with 2" of asphalt) \$32.40 per square yard



mitzel + scroggs ARCHITECTS INC.
2401 EAST BROADWAY • COLUMBIA, MISSOURI 65201-6118 • TEL (573)449-0951 •

DONALD C. MITZEL A.I.A. PRES. •
STUART S. SCROGGS A.I.A. V.P. •

NOTICE TO PROCEED

April 10, 2001

TO: C.L. Richardson Construction
15475 Highway 63 South
Ashland, MO 65010

RE: Regrading & Paving for Reality House
Boone County, Owner
1900 Prathersville Road
Columbia, MO 65202

Gentlemen:

On behalf of the Owner, you are hereby notified to proceed with construction work on the above referenced project. The Date of Completion is **June 25, 2001** determined from the date of this Notice plus seventy-five (75) consecutive calendar days.

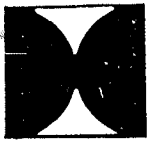
Very truly yours,

Stuart S. Scroggs, AIA
Mitzel + Scroggs Architects, Inc.

cc: Ms. Karen Miller, District I Commissioner
Ms. Michelle Winfrey, Reality House Dir. of Admin.

FAX NO.

(573) 449 - 0921



mitzel + scroggs

ARCHITECTS INC.

2401 EAST BROADWAY • COLUMBIA, MISSOURI 65201-6118 • TEL (573)449-0951 •

DONALD C. MITZEL A.I.A.
STUART S. SCROGGS A.I.A.

RECEIVED
APR 09 2001

Boone County Commission

TRANSMITTAL

PROJECT: Regrading and paving
(name, address) Reality House
1900 Prathersville Rd.
Columbia, MO 65202

ARCHITECT'S
PROJECT NO:

DATE: April 9, 2001

TO: Ms. Karen Miller
District I Commissioner

If enclosures are not as noted, please
inform us immediately.

If checked below, please:

ATTN: L

- () Acknowledge receipt of enclosures.
- () Return enclosures to us.

WE TRANSMIT:

- herewith () under separate cover via _____
- () in accordance with your request _____

FOR YOUR:

- () approval () distribution to parties () information
- () review & comment () record
- use () _____

THE FOLLOWING:

- () Drawings () Shop Drawing Prints () Samples
- () Specifications () Shop Drawing Reproducibles () Product Literature
- () Change Order () _____

COPIES	DATE	REV. NO.	DESCRIPTION	ACTION CODE
4	4/10/01		Change Order No. 1	
12	4/9/01		CMU Retain. Wall/Asphalt Mix/Catch Basin Shop Drwg - Reviewed As Noted	
1	4/10/01		Notice to Proceed	

ACTION CODE A. Action indicated on item transmitted B. No action required C. For signature and return to this office D. For signature and forwarding as noted below under REMARKS E. See REMARKS below

REMARKS _____

COPIES TO: (with enclosures)
Mrs. Michelle Thompson
C.L. Richardson

BY: Stuart Scroggs

REVIEW

C.L. RICHARDSON CONSTRUCTION COMPANY
15475 Hwy. 63 South
Ashland, MO 65010

Date 4/3/01
Number of pages including cover sheet _____

To: Mitzel & Scroggs

From: Bob Schlottke

Reality shop drawings &
House submittals

Phone _____
Fax Phone _____
CC: _____

Phone 573-657-9557
Fax Phone 573-657-1078

REMARKS:

Urgent For your review Reply ASAP Please comment

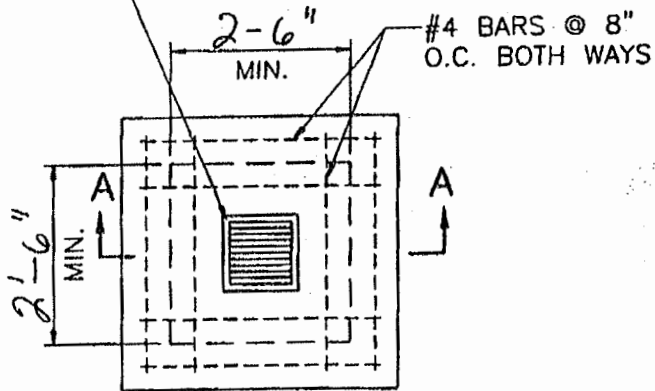
4 sets of the Following Shop drawings

1. Asphalt Job Mix Design
2. Versa Loc Retaining Wall
3. Geo Grid For Retaining Wall const.
4. Catch Basin

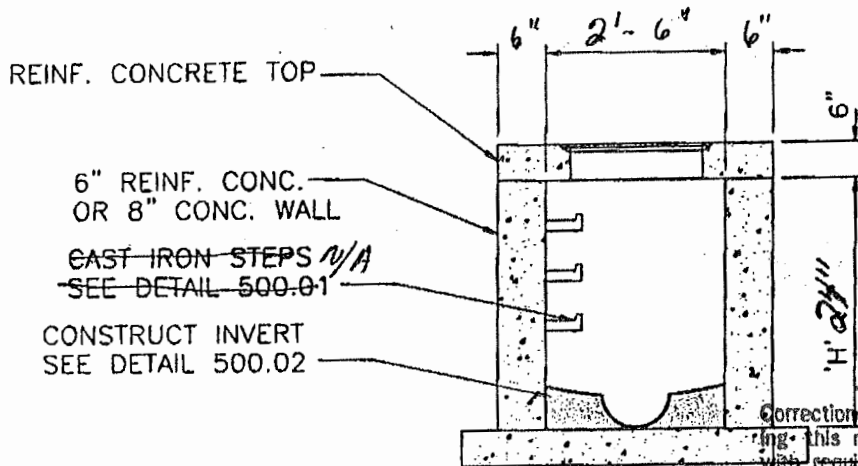
Raithel Brothers Const., Inc.

5023 Shepherd Hills Rd.
 Jefferson City, MO 65101
 (573) 634-7986
 FAX (573) 761-4144
 DBR 3-28-01

FRAME & GRATE: CAST IRON. SIZE 30" X 30"



CATCH BASIN
 PLAN VIEW



REINF. CONCRETE TOP

6" REINF. CONC.
 OR 8" CONC. WALL

~~CAST IRON STEPS~~ N/A
~~SEE DETAIL 500.01~~

CONSTRUCT INVERT
 SEE DETAIL 500.02

MITZEL + SCROGGS, INC.

Regrading & Paving
JOB Reality House

Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

SECTION A-A

NOTES:

1. CONCRETE SHALL BE: CLASS A
2. REINFORCING STEEL SHALL BE GRADE 60
3. INSTALL WEEP HOLES AS PER DETAIL 500.04
4. STRUCTURES WHERE H>8' SHALL BE REINFORCED CONCRETE (#4 BARS AT 12" CTRS, BOTH WAYS AND #4 BARS DIAGONAL AT PIPE OPENINGS)

Date 4/19/01 By SSS

- REVIEWED
- REVIEWED AS NOTED
- NOT APPROVED
- REVISE AND RESUBMIT
- SUBMIT SPECIFIED ITEMS
- MAKE CORRECTIONS NOTED

Submit color samples for retaining wall.

Regrading & Paving for Reality House

CATCH BASIN

Approved	Date
Revisions	



VERSA-LOK Standard Unit

Project REALTY HOUSE

Date 3/16/01

Color Grey

Face Area 2/3 ft² (0.062 m²)

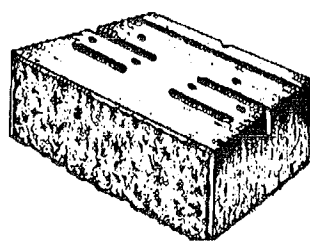
Dimensions 16 in. face width X 6 in. height X 12 in. depth
(406.4 mm) (152.4 mm) (304.8 mm)

Weight _____ lbs. (_____ kg)

Weight/Face Area _____ lbs./sq. ft. (_____ kg/m²)

Setback .75 " (19.06mm)

Batter 7.1 °



Concrete Mix Design

Compressive Strength = _____ psi (_____ KPA)

Absorption = _____ %

Material Safety Data Sheet

May be used to comply with
OSHA's Hazard Communication Standard,
29 CFR 1910.1200. Standard must be
consulted for specific requirements.

U.S. Department of Labor

Occupational Safety and Health Administration
(Non-Mandatory Form)
Form Approved
OMB No. 1218-0072



IDENTITY (As Used on Label and List)
Concrete Masonry (Pigmented)

Note: Blank spaces are not permitted. If any item is not applicable, or no information is available, the space must be marked to indicate that.

Section I

Manufacturer's Name	Emergency Telephone Number
Address (Number, Street, City, State, and ZIP Code)	Telephone Number (for Information)
	Date Prepared
	Signature of Preparer (optional)

Section II — Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity, Common Name(s))	OSHA PEL	ACGIH TLV	Other Limits Recommended	% (optional)
Quartz (SiO ₂)	$\frac{10 \text{ mg/m}^3}{8 \text{ SiO}_2 \cdot 2}$	(As Free Crystalline Silica)		
Chromium (III) Compounds	0.5 mg/m ³	(As Cr)		

Section III — Physical/Chemical Characteristics

Bolling Point	N/A	Specific Gravity (H ₂ O = 1)	N/A
Vapor Pressure (mm Hg.)	N/A	Melting Point	N/A
Vapor Density (AIR = 1)	N/A	Evaporation Rate (Butyl Acetate = 1)	N/A
Solubility in Water	Not soluble		
Appearance and Odor	Odorless Solid		

Section IV — Fire and Explosion Hazard Data

Flash Point (Method Used)	N/A	Flammable Limits	LEL	UEL
Extinguishing Media	N/A	N/A	N/A	N/A
Special Fire Fighting Procedures	None			
Usual Fire and Explosion Hazards	None			

Section V -- Reactivity Data

Stability	Unstable		Conditions to Avoid
	Stable	X	None
Incompatibility (Materials to Avoid)			None
Hazardous Decomposition or Byproducts			None
Hazardous Polymerization	May Occur		Conditions to Avoid
	Will Not Occur	X	None

Section VI -- Health Hazard Data

Route(s) of Entry:	Inhalation?	Yes	Skin?	No	Ingestion?	Yes
Health Hazards (Acute and Chronic)						
Sawing or grinding may result in release of dust particles which may:						
Acute: Cause minor irritation of the eye or nose.						
Chronic: Result in lung disease (Silicosis) if exposed to excessive amounts for prolonged periods.						
Carcinogenicity:	NTP?	No	IARC Monographs?	No	OSHA Regulated?	No

Signs and Symptoms of Exposure: Irritation of eyes and nose or shortness of breath.

Medical Conditions Generally Aggravated by Exposure: Pre-existing lung disease such as Emphysema or Asthma.

Agency and First Aid Procedures: Flush eyes generously with water for 15 minutes. If irritation persists, contact a physician.

Section VII -- Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled: Sweep up and discard.

Waste Disposal Method: Dispose of as common waste.

Precautions to Be Taken in Handling and Storing: None

Other Precautions: wear NIOSH approved respirator and tight fitting goggles when sawing or grinding.

Section VIII -- Control Measures (when sawing or grinding)

Respiratory Protection (Specify Type): NIOSH approved Particulate Respirator

Ventilation	Local Exhaust	Special
	Mechanical (General)	Other
in confined area		

Protective Gloves: when required Eye Protection: tight fitting goggles

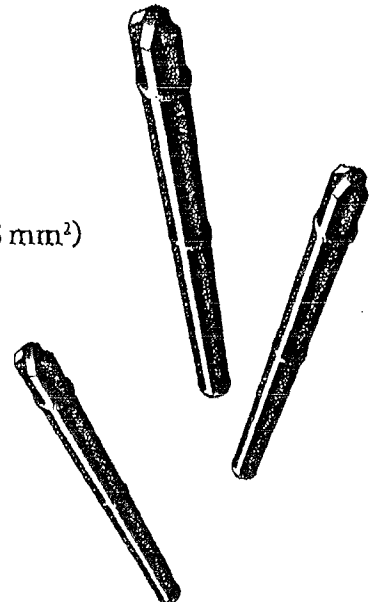
Other Protective Clothing or Equipment: None

Work/Hygienic Practices: N/A



VERSA-TUFF® PINS

Length	6.8 inches	(172.7 mm)	
Diameter	0.48 inches	(12.19 mm)	
Cross Sectional Area	0.086 square inches	(55.48 mm ²)	
Weight	0.5 ounces	(0.014 kg)	
Material	DuPont® 66 Nylon Zytel® 101L Base Resin Glass Reinforced 70 G 33 L		
Strength	Tensile Strength	27,000 psi	ASTM D638
	Elongation Break	3%	ASTM D638
	Shear Strength	12,500 psi	ASTM D732
Stiffness & Creep	Flexural Modulus	1,300 ksi	ASTM D790
	Heat Deflection Temp.	480° F	ASTM D648
Toughness	Izod Impact Strength	2 ft-lb/in	ASTM D258
Testing*	Double Shear	1,454 pounds	
	Direct Shear Stress	8,450 psi	



*Conducted at University of Wisconsin, Platteville - May 1993



Geogrid Submittal

Reinforcement Data

Supplier:

MIDWEST Block/BRICK

Manufacturer:

Geo Grid

Reinforcement Type:

(A) R/T

(B)

(C)

Size (Roll):

(A) 6' wide

(B)

(C)

ATTENTION v JB Page 1 of 2

MISSOURI DEPARTMENT OF TRANSPORTATION - DIVISION OF MATERIALS
PLANT MIX BITUMINOUS BP-1

BP00-40

JOB NO. = GENERAL
PROJECT =

ROUTE =
COUNTY =

DATE = 03/22/2000

PRODUCER CODE	FACILITY CODE	PRODUCER - LOCATION	IDENT NO.	SP. GR.	ABS	FORMATION	LEGE	% CHERT
100207SLLS	3178702215	Apao-Missouri(Roady Fork Qy.), Columbia	05J20031	2.628	2.5	Surf	1-3	10.3
100208SLLS	3178702215	Apao-Missouri(Roady Fork Qy.), Columbia	05J20032	2.722	1.7	Surf	1-3	
1002FAACMS..88	3008400115	Capital #1, Jasi City	95JDR008	2.684		MS	MO. R	
1015ACPG..8422	3042000428	EQUILON ENTERPRISES, ST. LO. (MFG W.R., IL)	98JRB008	1.029		PO84-22		
MATERIAL								
IDENT #	05J2D031	05J2D032	95JDR008	05J2D031	05J2D032	95JDR008	COMB.	
00037	07SLLS	08SLLS	MS..88	33.5	51.5	15.0	GRAD.	
3/4"	100.0	100.0	100.0	33.5	51.5	15.0	100.0	
#1/2	95.0	100.0	100.0	31.8	51.5	15.0	98.3	
#4	27.0	75.0	98.0	9.0	38.6	14.9	62.5	
#8	7.0	56.0	93.0	2.3	28.8	14.0	45.1	
#30	4.0	30.0	90.0	1.3	15.5	7.5	24.3	
#200	3.0	11.0		1.0	5.7		6.7	
LABORATORY	Gmm =	2.440	% VOIDS =	4.63	MIX COMPOSITION			
CHARACTERISTICS	Gmb =	2.327	V.M.A. =	17.63	MIN. AGG. 94.9%			
AASHTO T-167	STAB. =	697	% FILLED =	73.7	ASPHALT CONTENT 5.1%			

CALIBRATION NUMBER = 00015 MASTER GAUGE BACK CNT. = 2216 A1 = -5.208058
 MASTER GAUGE SERIAL NO. = 770 SAMPLE WEIGHT = 7200 A2 = 3.431891

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the 19th day of April 20 01

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Commission Chambers for the Preservation of Photographs through the Creation of Decorative Scrapbook Albums, sponsored by Scrapbooking Boogie Babes on June, 9 2001 from 9am-9pm.

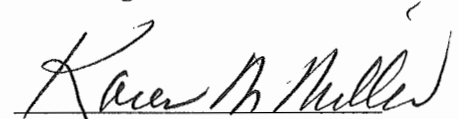
Done this 19th day of April, 2001.

ATTEST:

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



Don Stamper
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

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



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

Comm Agenda

Boone County Commission

Boone County Government Special Event Reservation Form

Today's Date 4/13/01 Date of Event 6/9/01 Time of Event 9am - 9pm

Organization SCRAPBOOKING BOOGIE BABES

Contact BONNIE WINBERG
3552 E. FRANKLIN

Address: HARTSBURG, MO 65039

Telephone # 876-0952 (W)

Substitute MARIE HASKINS

Telephone # 445-7252 (H)

Type of Event

- DISCUSSION _____
 - RECEPTION _____
 - DEMONSTRATION _____
 - OTHER X _____
- (please specify) SCRAPBOOK CROP - MEMORY ALBUMS
- FORUM _____
 - BUFFET _____
 - EXHIBIT _____
 - Teleconference (charge) _____

Caterer NONE Telephone # _____

Contact _____
Description of activity Reservation of photos by making decorative scrapbook albums.

Schedule (please mark one)

<u>Activity</u>	<u>Location</u>	<u>Available</u>
		Commission Chambers 7 days including Holidays

Post-It® Fax Note	7671	Date	4-13-01	# of pages	1
To	Bonnie Winberg	From	Donna		
Co./Dept.		Co.	Commission		
Phone #	876-	Phone #			
Fax #	886-0971	Fax #	886-4311		

saved as: s:\cm\building use\reservation.doc

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the 19th day of April 20 01

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached Proclamation for National Crime Victims' Rights Week.

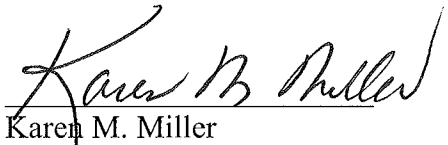
Done this 19th day of April, 2001.



Don Stamper
Presiding Commissioner

ATTEST:

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



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Proclamation
For
National Crime Victims' Rights Week

Whereas, America's victims' rights discipline has had a powerful impact in educating our nation about the devastating effects of crime and victimization, and the need to provide support and services to individuals and communities hurt by crime; and

Whereas, victimization rates in the United States are the lowest recorded since the inception of the National Crime Victimization Survey in 1973; and

Whereas, there were still nearly 29 million people in America who were victimized by crime last year; and

Whereas, the year 2001 marks the 25th anniversary of the Victim Impact Statement, which helps our criminal and juvenile justice systems better understand the psychological, financial, and physical impact of crime on victims, and hold offenders accountable for their criminal and delinquent actions; and

Whereas, the voices of our nation's victims have had a powerful effect in changing laws, policies, and attitudes to promote victims' rights and services, and encouraging every person in America to take a stand and help crime victims; and

Whereas, important partnerships have been formed among criminal and juvenile justice agencies, allied professionals, victim services, and the private sector to ensure that crime victims are treated with the dignity and respect they deserve; and

Whereas, our nation's commitment to crime victims' assistance grows stronger with each passing year, with over 10,000 system and community based programs in place to provide help and hope to victims; *therefore, be it*

Resolved, that the Boone County Commission proclaims the week of April 22 to 28, 2001, to be Boone County Crime Victims' Rights Week, and celebrate victims' voices as an important chorus for fairness and dignity; *and be it further*

Resolved, that we continue to reach for the stars of justice and compassion for crime victims as individuals, as communities, and as a nation dedicated to justice for all; *and be it further*

Done this 19th Day of April, 2001



Don Stampe

Don Stampe, Presiding Commissioner

Karen M. Miller

Karen M. Miller, District I Commissioner

Skip Elkin

Skip Elkin, District II Commissioner

ATTEST:

Wendy S. Noren

Wendy S. Noren, County Clerk

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

} ea.

County of Boone

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the

19th

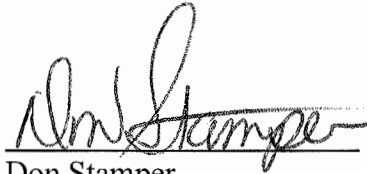
day of April

20 01

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

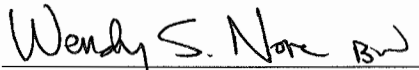
Now on this day the County Commission of the County of Boone does hereby acknowledge and approve the lease to be dated April 27, 2001 between the Boone County Hospital Board of Trustees and CH Allied services and authorizes the Presiding Commissioner to sign the final Boone County Hospital Lease Agreement, subject to Legal Counsel review and opinion. The Presiding Commissioner is further authorized to sign on behalf of the County any additional documents or certificates necessary to carry out the terms and conditions of the lease.

Done this 19th day of April, 2001.



Don Stamper
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

April Session of the February Adjourned

Term. 20 01

STATE OF MISSOURI }
County of Boone } ea.

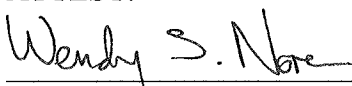
In the County Commission of said county, on the 19th day of April 20 01

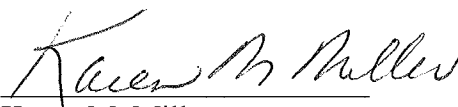
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve and authorize the Presiding Commissioner to sign the final Boone County Hospital Lease agreement, pending Legal Counsel final approval and the modifications to Exhibit A.

Done this 19th day of April, 2001.


Don Stamper
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

AMENDED AND RESTATED

LEASE AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL

AND

CH ALLIED SERVICES, INC.

AMENDED AND RESTATED

LEASE AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL

AND

CH ALLIED SERVICES, INC.

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AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT ("Lease") entered into effective as of the first day of January, 2001, by the Board of Trustees of Boone County Hospital, a county owned hospital organized pursuant to Chapter 205 RSMo. 1980 ("Lessor") and CH Allied Services, Inc., a Missouri not-for-profit corporation ("Lessee").

WITNESSETH:

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

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

WHEREAS, pursuant to that certain Lease Agreement, dated August 16, 1988, between Lessor and Lessee, Lessor leased said real property and equipment to Lessee (the "Existing Lease");

WHEREAS, the Existing Lease has approximately two and one-half years remaining in its term;

WHEREAS, Lessor and Lessee disagree over the amount if any which would be due Lessee upon the expiration of the term of the Existing Lease;

WHEREAS, Lessor and Lessee desire to resolve their differences by their agreement to the terms of this Lease, including but not limited to, the agreement by Lessor that it may not terminate this Lease under any circumstances prior to January 1, 2005;

WHEREAS, Lessor desires to continue to lease said real property and equipment to Lessee so that Lessee can continue to provide needed health care services in the County and surrounding areas within the State of Missouri which have historically been serviced by the Hospital;

WHEREAS, Lessee has the resources and personnel to continue to operate an acute care general Hospital and provide services to the citizens of the County and surrounding areas, and Lessee is committed to operate the Hospital during the term of this Lease in a manner consistent with the statutorily prescribed responsibilities of the Trustees and applicable laws and regulations;

WHEREAS, Lessee desires to continue to lease the real property and equipment pursuant to the terms and conditions outlined below; and

WHEREAS, this Lease is intended by the parties to improve their ability to fulfill their shared mission of improving the health of the people and the communities they serve.

NOW, THEREFORE, the parties agree and hereby amend and restate the terms and provisions of the Existing Lease in their entirety as follows:

1. Leased Property; Title.

Lessor hereby leases to Lessee (and to the extent the County is the owner of any of the Leased Property, the County hereby leases to Lessee), and Lessee hereby leases from Lessor (and to the extent the County is the owner of any of the Leased Property, Lessee hereby leases from the County), the leased property ("Leased Property"), which shall consist of all of the real, personal, intellectual, and intangible property (including Hospital, physician and patient medical records, and contracts), fixed and moveable equipment, all software and/or electronic data, parking lots, and other property which is owned by Lessor and/or the County (except for the property owned by Lessor described on Exhibit B attached hereto and incorporated herein, hereinafter sometimes referred to as "Lessor's Excluded Assets") and which is used at, acquired for, ancillary to, or is necessary for the lawful operation of any Boone Hospital Center Facilities ("BHCF") described on Exhibit A attached hereto and incorporated herein by this reference. The parties acknowledge and agree that the Leased Property does not include certain property rights owned by Lessee and listed or described on Exhibit C attached hereto (hereinafter sometimes referred to as "Lessee's Excluded Assets"; Lessor's Excluded Assets and Lessee's Excluded Assets are sometimes hereinafter collectively referred to as the "Excluded Assets").

2. Term; Renewal; Termination.

(A) Term; Renewal. The initial term ("Initial Term") of this Lease shall begin on January 1, 2001 (the "Commencement Date") and shall expire on December 31, 2010, subject to earlier termination pursuant to Section 3 hereof; provided, so long as Lessee is not in material default hereunder, Lessee shall have an option to extend the term of this Lease for one (1) additional five (5) year period ("Extension Term" and together with the Initial Term, the "Term") upon the same terms and conditions set forth herein. To exercise the Extension Term, Lessee must give Lessor written notice of its intent to exercise such option to extend the Initial Term on or prior to December 31, 2008. For purposes of this Lease, references to the termination of this Lease shall include an expiration of this Lease by its terms.

(B) Termination; Disposition of Leased Assets and After Acquired Property. Upon termination of this Lease for any reason, all of the Leased Property and Other BHCF Assets (for purposes of this Lease, "Other BHCF Assets" shall mean both (i) those assets used at BHCF and on the Hospital balance sheet as of December 31, 2000, and (ii) those assets acquired during the term of the Existing Lease through the use of revenues from the operation of BHCF, including but not limited to movable and fixed medical equipment, furniture and fixtures, Hospital, physician and patient medical records but specifically excluding the Excluded Assets), together with any property acquired during the Term through the use of BHCF Net Revenues, including all assets reflected on the Hospital balance sheet, as defined in Section 4(B) hereof (except for assets solely related to Lessee's other operations or Lessee Excluded Assets) as of the date of termination (except as otherwise provided in this Lease), cash reserves funded by Lessee

pursuant to the terms of Section 2(D)(ii) and (iii) and all Hospital, physician and patient medical records, and contracts to the extent such Leased Property or Other BHCF Assets are transferable or assignable and to the extent transferable or assignable, all regulatory licenses and provider numbers, shall be transferred to Lessor, without any payment to Lessee, except as provided under this Lease. Neither Lessee nor any of Lessee's affiliates will remove or terminate Lessee's interest in any of such Leased Property or Other BHCF Assets except for obsolescence, destruction or replacement, with any salvage value to be used for the purchase of replacement property for use at BHCF. Lessee will use commercially reasonable best efforts to cause all licenses, leases and other course of business agreements relevant to the operations of BHCF to be assignable to Lessor on termination of the Lease without penalty or additional payment and shall otherwise use commercially reasonable best efforts to assure that the transfer of assets and transition of operations will be orderly and in a manner reasonably designed to assure the continuity of all then applicable services provided at or in connection with BHCF. In addition, upon termination of this Lease, and prior thereto, Lessee shall not accelerate its collection of accounts receivable (i.e. Lessee will collect accounts receivable in accordance with past practices). Lessor agrees that after termination of the Lease, Lessor will either (i) remove from the Leased Property, Other BHCF Assets and other assets transferred to Lessor, or (ii) not use any such Leased Property, Other BHCF Assets or other assets bearing the name, logo, trademark or other intellectual property attributes regarding the name of Lessee, BJC or any of their affiliates, successors or assigns (collectively, "BJC Trademark/Identifying Property"). Lessor acknowledges and agrees that the BJC Trademark/Identifying Property is part of Lessee's Excluded Assets, and that Lessee's use of such BJC Trademark/Identifying Property in connection with the operation of any of the BHCF shall not be deemed as the granting of a license or any other property rights to Lessor with respect to any such BJC Trademark/Identifying Property. Notwithstanding anything to the contrary contained in this Section 2(B), Lessor and Lessee acknowledge that during the term of this Lease, Lessee may acquire ownership of rights in intellectual property, including, without limitation, copyrights, patents, trademarks and trade secrets, arising from the services of employees of Lessee at BHCF (the "Intellectual Property"). The Intellectual Property includes only ownership rights, and does not include any rights acquired by Lessee as a licensee. To the extent that Lessee holds ownership rights in the Intellectual Property (but specifically excluding the BJC Trademark/Identifying Property), Lessee hereby grants to Lessor, effective at the termination of the Lease, a non-exclusive, royalty free license to exercise such rights in the Intellectual Property in connection with the continued operation of BHCF. The license granted herein is non-assignable and non-transferable except in connection with the operation of BHCF Facilities, and except for the foregoing, Lessor shall have no right to sub-license or otherwise grant to any third party the right to exercise such rights.

(C) Termination; Disposition of Assets. All assets (including but not limited to the Leased Property and the Other BHCF Assets, but excluding the Excluded Assets and cash and cash equivalents, *i.e.*, rated securities, commercial paper, repurchase agreements, etc. which are not held in connection with any cash reserves required under this Lease) associated with the operation of BHCF shall be transferred to Lessor on Lease termination or expiration without any further payment to or from Lessee except as may otherwise be provided by the terms of this Lease.

(D) Termination; Assumption of Liabilities. Upon termination of this Lease for any reason, all liabilities (except for the Retained Liabilities set forth below) associated with the operation of BHCF shall be assumed by Lessor (collectively, the "Assumed Liabilities"). Lessor agrees to execute and deliver such documents as are reasonably necessary to effect or memorialize such assumption by Lessor.

(i) Liabilities Not Assumed by Lessor. Notwithstanding anything in this Lease to the contrary, upon termination of this Lease Lessee shall remain liable for the following liabilities, which shall not be assumed by Lessor (collectively, the "Retained Liabilities"):

(a) Any payment due Lessor during the Term of this Lease pursuant to Section 4(C) hereof;

(b) Any damages directly caused by Lessee's failure to maintain any insurance coverage required to be maintained by Lessee under Section 12 hereof or reserves required to be maintained by Lessee under paragraphs (D)(ii) and (D)(iii) below;

(c) Any damages incurred by Lessor arising out of Lessee's failure to comply with an arbitration decision pursuant to Section 17 hereof directing certain performance by Lessee and issued during the Term of this Lease;

(d) Any claims against Lessee that are unrelated to Lessee's use of the Leased Property, operation of the Hospital and provision of related health care services; and

(e) Fifty percent (50%) of the amount of any unsatisfied judgment in excess of any insurance coverage against Lessee existing as of the termination of this Lease. Any reserves associated with such unsatisfied judgments shall be retained by Lessor, provided that Lessor shall pay to Lessee fifty percent (50%) of any unexpended reserve after settlement, payment or other resolution of such judgment.

Lessor and Lessee acknowledge that the retention of the Retained Liabilities by Lessee pursuant to the provisions of this paragraph (D)(i) is not intended to diminish the obligations of Lessee under this Lease with respect to obtaining Lessor's approval of the issuance of BHCF bonds or other long-term debt financing as provided in Section 6(E)(vi), maintaining reserves for pension liabilities and medical malpractice and general liability coverage as provided in paragraphs (D)(ii) and (D)(iii) below, obtaining Lessor's approval of certain material contracts extending beyond the Term of this Lease as provided in Sections 6(E)(iii) and 6(E)(iv) hereof, or maintaining appropriate insurance coverages during the Term of this Lease as provided in Section 12 of this Lease.

(ii) Pension Liabilities. As of the Commencement Date, the accrued benefits of affected Hospital employees have been funded by Lessee in accordance with the terms of the Retirement Plan for Employees of BJC Health System ("BJC") and meet the funding requirements described by ERISA and the relevant provisions of the Internal

Revenue Code ("IRC"), as applied to that plan. At the termination of this Lease, pension liabilities associated with the affected Hospital employees will be calculated in accordance with the requirements of Section 414(l) of the IRC and such other applicable provisions of law, if any, as then in effect, on the basis of accrued (not projected) benefit obligations as of that date, and Lessee will fund such calculated amount. The funding policy applicable to such Plan shall be applied in a consistent manner with respect to all BJC affiliates who participate in the Plan (including BHC).

(iii) Medical Malpractice and General Liability Insurance Coverage. Medical malpractice and general liability insurance or self-insurance coverages required hereunder have been, as of the Commencement Date, and will be during the Term and at the termination of this Lease, funded by Lessee based on actuarial accruals. To the extent necessary, cash deposits or cash reserves shall be assigned at the termination of this Lease to fund all actuarial reserves based on non-discriminatory generally accepted accounting principles, consistent with past practice, except for those reserves associated with any unsatisfied judgments which become Retained Liabilities.

(iv) Cash. Cash on hand (other than cash reserved under paragraphs (ii) or (iii) above) at termination of this Lease for any reason, including without limitation Early Termination under Section 3 below, but not receivables or prepaids (which will be transferred to Lessor pursuant to Section 2(C)), will be distributed in accordance with the cash split procedure set forth in Section 4(C) hereof. All receivables, prepaid expenses and other current assets except for cash and cash equivalents will become the property of Lessor.

3. Rights of Termination and Termination Repayments.

(A) Lessor's Right of Early Termination.

(i) Lessor shall have a right to effect an early termination of this Lease ("Early Termination") by providing Lessee with written notice of such Early Termination during the period from January 1, 2006 through December 31, 2006. The Early Termination shall be effective two (2) years after the effective date of such Early Termination notice and Lessor shall be required to make any Early Termination Repayment to Lessee as set forth in Section 3(C)(i) hereof.

(ii) After December 31, 2004, Lessor may terminate this Lease upon thirty (30) days prior written notice (subject to applicable cure periods) for a Major Default (as defined in Section 16(A) hereof) of Lessee ("Major Default Termination") provided that Lessor makes any Major Default Termination Repayment to Lessee set forth in Section 3(C)(ii) hereof.

(iii) Lessor may terminate this Lease at any time after January 1, 2008 upon thirty (30) days prior written notice (subject to applicable cure periods) for a material non-Major Default of Lessee ("Material Default Termination") provided that Lessor makes any Material Default Termination Repayment to Lessee set forth in Section 3(C)(iii) hereof.

(iv) Lessor shall not have a right of termination for any reason prior to January 1, 2005. Lessor shall not have a right of termination at any time as to non-material Defaults, or prior to January 1, 2008 as to non-Major Defaults.

(B) Lessee's Termination Right. Upon a material Default of Lessor, Lessee may, in addition to any other remedies available to Lessee at law or in equity, terminate this Lease upon thirty (30) days prior written notice (subject to applicable cure periods) to Lessor.

(C) Termination Repayments. The parties agree to the following termination repayments in the event of a termination pursuant to Section 3(A) hereof (any one or more of the following hereinafter referred to as "Termination Repayments"):

(i) Early Termination Repayment. Lessor's ability to terminate this Lease pursuant to an Early Termination shall be conditioned upon a payment by Lessor to Lessee on the effective date of termination of the following amounts: (a) fifty percent (50%) of the book value of any Excess Capital Expenditures (for purposes of this Lease, "Excess Capital Expenditures" shall mean capital expenditures made during the Term of this Lease in excess of the Capital Expenditure Requirement (as defined in Section 5 hereof) which were either approved or deemed approved by Lessor), *plus* (b) any unpaid shortfall amounts due to Lessee by Lessor pursuant to Section 4(C) hereof (illustrations of which are set forth on Exhibit F-2), *plus* (c) such other mutually agreed upon adjustments, if any and only as applicable (collectively, the "Early Termination Repayment"). An illustration of the methodology set forth above is attached as Exhibit D. Lessor shall provide Lessee with reasonable assurances of its ability to make the Early Termination Repayment at least six (6) months prior to the effective date of termination or Lessor's right of Early Termination, at Lessee's election, shall be void. For purposes of the preceding sentence, a good faith dispute by Lessor as to the amount of the Early Termination Repayment shall not constitute a failure of Lessor to provide adequate assurance so long as Lessor provides adequate assurance of Lessor's ability to make the Early Termination Repayment as calculated in good faith by Lessor.

(ii) Major Default Termination Repayment. Lessor's ability to terminate this Lease at any time after calendar year 2004 pursuant to a Major Default Termination shall be conditioned upon (a) repayment by Lessor to Lessee on or before the effective date of termination of any shortfall amounts due to Lessee by Lessor pursuant to Section 4(C) hereof, *plus* (b) such other mutually agreed upon adjustments, if any and only as applicable (collectively, the "Major Default Termination Repayment"). Lessee shall not be entitled to any repayment for any capital expenditures incurred by Lessee in excess of the Capital Expenditure Requirement upon the termination of this Lease pursuant to a Major Default by Lessee.

(iii) Material Default Termination Repayment. Lessor's ability to terminate this Lease pursuant to a Material Default Termination shall be conditioned upon a payment by Lessor to Lessee on the effective date of termination of Lessee's reasonable estimates of the following amounts, if any: (a) fifty percent (50%) of the book value of any Excess Capital Expenditures, *plus* (b) any shortfall amounts due to Lessee by Lessor pursuant to Section 4(C) hereof, *plus* (c) such other mutually agreed upon adjustments, if

any and only as applicable (collectively, the "Material Default Termination Repayment"). Notwithstanding the foregoing, no amounts attributable to clause (a) above (i.e. 50% of the book value of capital expenditures) shall be due to Lessee with respect to a Material Default Termination at any time during the Extension Term. Within sixty (60) days after the termination of the Lease due to a material default by Lessee, the parties shall reconcile the estimate paid by Lessor pursuant to this Section 3(C)(iii) with a final accounting; if the amount of such estimate was greater than the final accounting, Lessee shall promptly refund to Lessor such excess; if the amount of such estimate was less than the final accounting, Lessor shall promptly pay such deficit to Lessee.

(iv) Expiration Repayment. If not previously paid, upon the expiration of the Term of this Lease, Lessor shall pay to Lessee any shortfall amounts due to Lessee by Lessor pursuant to Section 4(C) hereof; such obligation shall survive the expiration of this Lease. Lessor and Lessee acknowledge that if this Lease expires at the end of the Initial Term or the Extension Term, Lessor shall have no obligation to pay Lessee fifty percent (50%) of the book value of any capital expenditures made during the Term of this Lease, including Excess Capital Expenditures.

(D) No additional payments beyond the Termination Repayments shall be required in connection with any lease termination pursuant to Section 3(A), except as otherwise expressly provided in this Lease.

(E) Payment by Lessor to Lessee of a Major Default Termination Repayment pursuant to paragraph C(ii) above or of a Material Default Termination Repayment pursuant to paragraph C(iii) above shall not be deemed a waiver of Lessor's rights under this Lease with respect to a breach by Lessee.

(F) Upon a termination of this Lease, Lessee shall reasonably cooperate with Lessor to assure a transition on termination which would not result in any interruption of services or removal of assets other than Lessee's Excluded Assets. Except as otherwise provided in this Lease, Lessee agrees that it will not impose any contractual or other burdens upon the transfer of the personnel, assets, contracts and licenses needed to assure that all Hospital and health services will continue in substantially the same manner as they were conducted prior to termination other than those specific BJC corporate management services set forth on Exhibit E attached hereto and incorporated herein by this reference. Lessee will cooperate with and not oppose Lessor's regulatory submissions and filings (and to the extent necessary submit such documentation incident to Lessor's regulatory submissions) as are necessary to transfer or would facilitate the transfer or issuance to Lessor or Lessor's designee new licenses or to permit Lessor to obtain all required regulatory consent for Lessor or Lessor's designee to operate the BHCF, including but not limited to the surrender or assignment, if applicable, of Lessee's licenses to operate the BHCF.

4. Allocation of BHCF Net Revenues.

(A) Permitted Payments. Commencing on the Commencement Date, all BHCF Net Revenues (including the proceeds of Lessee's accounts receivable, unbilled services and other

prepaid expenses and non-cash current assets existing on the Commencement Date) shall be used to make the following payments in the following order of priority:

- (i) Payment of all operating expenses of BHCF ("Operating Expenses") after the Commencement Date, including all current third-party payables and accruals for local BHCF expenses existing as of the Commencement Date, but excluding any payments to Lessee or its affiliates except as provided below or with the consent of Lessor, which consent shall not be unreasonably withheld.
- (ii) A minimum rental payment to Lessor equal to all sums which become due, as they become due, during the Term of this Lease, on all existing and future (to the extent such future bond financings are approved by Lessee) bond financings concerning the Hospital.
- (iii) In consideration of the approval by the County of this Lease, Lessee shall pay to the County (the "County Payment") One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) per year, payable in advance in equal quarterly payments of Three Hundred Thirty-Seven Thousand Five Hundred Dollars (\$337,500.00). The County Payment provided for in this Section 4(A)(iii) shall be increased, but not decreased, annually in direct proportion to any change in the cost of living as determined by the Consumer Price Index for All Urban Consumers, Columbia, Missouri, as published by the United States Department of Labor, Bureau of Labor Statistics, during the previous one (1) year period.
- (iv) Payments for BHCF capital expenditures, on a three-year average basis, which shall be no less than the Capital Expenditure Requirement (as defined in Section 5 hereof).
- (v) An annual payment to BJC of Four Million Nine Hundred Thousand Dollars (\$4,900,000.00) in consideration of BJC continuing to provide its services listed in Exhibit E (which includes the information system salaries and other information system employment related costs of local BHCF information system employees) as necessary and not less than the standards of prior practices for services provided (the "BJC Services Payment"), including but not limited to any and all expenditures incurred or generally assessed on a system-wide basis for compliance with applicable Federal regulations and statutes (e.g., HIPAA and other special information service costs); provided however, that costs associated with such matters which have historically been incurred at the local Hospital level shall continue to be part of the Operating Expenses and paid pursuant to Section 4(A)(i) hereof. All costs incurred by Lessee in connection with the installation of software at BHCF (excluding normal enhancements and updates) may be treated by Lessee as capital expenditures in accordance with generally accepted accounting principles. The BJC Services Payment provided for in this Section 4(A)(v) shall be increased, but not decreased, annually in direct proportion to any change in the cost of living as determined by the Consumer Price Index for All Urban Consumers, Columbia, Missouri, as published by the United States Department of Labor, Bureau of Labor Statistics, during the previous one (1) year period.

(vi) A payment to Lessee of three percent (3%) of BHCF Net Revenues as full compensation and reimbursement for management, all indirect overhead benefits from any system-wide allocated overhead expenses not otherwise reimbursed above (including, but not limited to purchasing leverage, low cost access to capital markets, insurance pooling leverage and management, and other like services, all management related services, government relations and education, group contracting, system consultants and other group overhead and system benefits), and the allocated costs of BJC management other than those of local BHCF employees (the "BJC Management Payment").

(B) BHCF Net Revenues Defined. For purposes of this Lease, "BHCF Net Revenues" shall have the same meaning as "Total Revenues" as defined in the Hospital audited financial statements prepared by Lessee, which includes all revenues from Hospital management agreements of BHCF (e.g., management of a rural health facility by BHCF in an Additional County). For purposes of this Lease, including without limitation cash split (as described in Section 4(C)), Termination Payments (as defined in Section 3(C)), and disposition of assets upon termination of this Lease, all necessary calculations shall be based upon the audited financial statements prepared specifically for the operation of BHCF, examples of which are attached hereto as Exhibit J (all or portions of which are also sometimes referred to as "Hospital balance sheet").

(C) Cash Split. Lessor and Lessee shall each receive a performance based payment for each calendar year equal to fifty percent (50%) of BHCF's net increase in cash and cash equivalents, which shall include interest and investment income on all BHCF cash balances relating to post December 31, 2000 receipts (as illustrated in Exhibit F). If BHCF's net change in cash and cash equivalents is insufficient to satisfy the amounts specified in Section 4(A) hereof, Lessor and Lessee will each be responsible for fifty percent (50%) of the shortfall; and Lessor, within thirty (30) days of notice from Lessee, shall pay Lessee fifty percent of such shortfall in cash or its equivalent.

(D) Exemption of Leased Property from Property Taxes. Lessor represents that the Leased Property currently is exempt from property taxes and assessments and anticipates that it will remain exempt during the Term of this Lease. In the event that the leasehold interest of Lessee or the Leased Property, or both, become subject to property taxes (except as a direct result of the acts or omissions of Lessee), Lessor agrees that any such property taxes or assessments shall be deemed an Operating Expense and paid for out of the BHCF Net Revenues pursuant to Section 4(A)(i), provided that prior to the split of any BHCF Net Revenues between Lessee and Lessor, Lessee will be reimbursed for its decreased share of BHCF Net Revenues as the result of payment of such taxes (in effect, fifty percent (50%) of the total amount of such property taxes paid each year will be paid to Lessee prior to the split of BHCF Net Revenues).

(E) Lessor's Right to Examine Books and Records. Lessor shall have the annual right within three (3) months after (a) the audited financial statements have been delivered to Lessor, (b) Lessee has delivered to Lessor's accountants/auditors such other related information as Lessor may reasonably request and (c) Lessor's accountants/auditors have been given reasonable access to the work papers of Lessee's auditors and reasonable opportunity to meet with and ask questions of Lessee's auditors (Lessee shall provide the information identified in clauses (a) and

(b) and cause the access and opportunity to meet required under clause (c) to occur by April 1 of each calendar year) to determine whether any costs which are included as Operating Expenses should have been included within the costs covered by the BJC Services Payment (as defined in Section 4(A)(v) below) or the BJC Management Payment (as defined in Section 4(A)(vi) below). Unless either party shall deliver written notice to the other of its exception to any item included within Operating Expenses within such three (3) month period, all amounts paid as Operating Expenses shall be considered as final and accepted by Lessor and Lessee as to such year. If Lessor shall deliver to Lessee written notice that Lessor disputes any item or items included in Operating Expenses for a given calendar year within the aforesaid three (3) month period, and such dispute is not resolved by the parties hereto within ninety (90) days after Lessor's notice to Lessee, then either party may, within thirty (30) days thereafter, request that the matter be submitted to arbitration pursuant to Section 17 hereof.

(F) Termination Payments. The parties agree that any payments by Lessor to Lessee pursuant to Sections 3(C), 20 or 25 of this Lease shall come from Lessor's separate funds and not from BHCF Net Revenues, and such payments will be paid directly to Lessee and not be considered part of BHCF Net Revenues.

5. Capital Expenditure Commitment.

Lessee will commit to expend, on a three-year average basis for each successive three (3) year period during the Term of this Lease (and for such shorter period at the end of the Term if the total length of the Term of this Lease is less than fifteen (15) years), no less than nine percent (9%) of BHCF Net Revenues from all BHCF operations on the sum of (i) capital expenditures and (ii) all debt service on bonds (principal and interest) issued to date and all debt service on bonds (principal and interest) issued during the Term in accordance with the Terms of this Lease whose proceeds are used for capital expenditures at BHCF ("Capital Expenditure Requirement"). If, upon termination of this Lease, Lessee has not expended all of the dollars necessary to meet the Capital Expenditure Requirement (prorated for any period less than three (3) years), then Lessee shall transfer an amount equal to such unexpended dollars to Lessor, which amount shall not be included in the calculation of the final cash split under Section 4(C) hereof. For purposes of calculating whether Lessee has met the Capital Expenditure Requirement, (i) capital expenditure dollars will be counted in the year they are recorded in accordance with the Hospital audited financial statements, "Statement of Cash Flows"; (ii) debt service will be counted in the year the principal and interest is expensed, and (iii) bond financings will be counted based upon the payments of principal and interest when expensed (i.e., proceeds of bond financing will not be counted, as that would lead to counting the same expenditure twice). Lessee has not delayed any capital expenditure contemplated for installation in calendar year 2000 other than those set forth in Exhibit G hereto. The items listed on Exhibit G will not be included in the calculation of 2001 Capital Expenditures or the 2001 Cash Split.

6. Lessee Control of Leased Property; Governance.

Lessee shall have exclusive control over the Leased Property so long as it is used principally for Hospital and health care purposes that are usual and customary at similar facilities or other facilities owned, leased or managed by Lessee or its affiliates, subject to Lessee's obligations under Section 7 of this Lease and the following rights retained by Lessor and set

forth in this Section 6. Lessee shall have sole and exclusive control over the operation of the Hospital, establishment and maintenance of Hospital policies and procedures, the employment of and termination of employees for Hospital operations and all Hospital and health care operations upon the Leased Property, subject to Lessee's obligation under Section 7 of this Lease and the following rights retained by Lessor:

(A) Lessor shall have the right to enter upon the Leased Property at reasonable times upon reasonable advance notice to assure that Lessee is complying with the provisions of this Lease.

(B) Lessor will have one (1) director on BJC's governing board and one member on all other boards and board committees which have any oversight responsibilities relative to BHCF operations (other than (i) the BJC Executive Committee, and (ii) BJC affiliates providing ancillary or support services).

(C) Lessee will agree to consult with Lessor prior to the elimination of any major clinical services or the relocation or outsourcing of any significant administrative service; provided however, that:

(i) Lessee shall give Lessor sixty (60) days' prior written notice of its plans for the elimination of any clinical service or program which accounted for more than five percent (5%) of BHCF Net Revenues in the prior calendar year. Lessee shall be entitled to eliminate such clinical service or program if Lessor does not object to such action within sixty (60) days of the effective date of such notice, but if Lessor objects, Lessee shall not eliminate such service or program without either (a) Lessor's approval, or (ii) Lessor's failure to object to a subsequent notice.

(ii) Lessee shall not relocate or outsource any significant administrative service outside of the County if the primary effect of such action is to substantially impair Lessor's ability to resume operation of the Hospital upon the expiration of this Lease. Lessee may seek Lessor's approval of any proposed relocation or outsourcing of any administrative service (to establish that such action does not violate the provisions of this Section) by providing thirty (30) days' prior written notice to Lessor of such action. Lessee shall be entitled to relocate or outsource such administrative service outside of the County if Lessor does not object to such action with thirty (30) days of the effective date of such notice, but if Lessor objects, Lessee shall not relocate or outsource such service outside of the County without either (a) Lessor's approval, or (ii) Lessor's failure to object to a subsequent notice.

All approvals requested under this Section 6(C) shall not be unreasonably withheld, and any disagreements over Lessor's disapproval of any proposed action may be submitted by Lessee to arbitration pursuant to Section 17 hereof; provided, Lessor's disapproval shall be deemed presumptively reasonable if the operating margin of such service did not exceed a One Million Five Hundred Thousand Dollar (\$1,500,000.00) loss for the prior calendar year, or if Lessor funded such loss, and agreed to fund future losses, in excess of One Million Five Hundred Thousand Dollars (\$1,500,000.00).

(D) Lessor and Lessee will commit to mutually develop a strategic plan by the end of calendar year 2001. The strategic plan will address the servicing of Boone County health needs including (i) an evaluation of the physical condition, capacity, technology and growth needs of BHCF, (ii) an assessment of how BHCF meets current and projected Hospital service needs, and (iii) a financial forecast for addressing the required facilities, personnel, technology and other infrastructure, and (iv) the recruitment and retention of BHCF medical staff. If Lessor, Hospital management and Lessee identify a need for major expansion or renovation of the physical plant or infrastructure, and all parties agree that the County residents' needs and the long-term economic viability of BHCF justify the investment, the parties will cooperate to issue long-term bonds to fund the investment and the debt service on those bonds will be paid out of BHCF Net Revenues pursuant to Section 4(a)(ii) hereof. Lessor will be consulted relative to proposed capital improvements at BHCF and, in the event of disagreement, will have a discretionary right to designate up to one percent (1%) of BHCF Net Revenues for capital expenditures specified by Lessor, provided those expenditures do not result in ongoing Operating Expenses which after reimbursement will materially and adversely affect the business operations of BHCF (unless such expenses are funded by Lessor). The one percent (1%) discretionary allocation will apply toward the nine percent (9%) Capital Expenditure Requirement and will be increased to two percent (2%) during the last two years of the Term of this Lease, as such Term may be extended by Lessee hereunder.

(E) Lessor will also retain approval rights over the following:

(i) capital expenditures requiring certificate of need approval or in excess of amounts specified in the mutually approved strategic plan or in excess of nine percent (9%) of BHCF Net Revenues; provided however, that subject to Lessor's one percent/two percent (1%/2%) discretionary right set forth in Section 6(D) hereof, Lessee may expend funds over Lessor's objections up to ten percent (10%) of BHCF Net Revenues, in which event all unapproved expenditures in excess of ten percent (10%) shall not be considered in the calculation of any Termination Repayments in Section 3;

(ii) transactions between Lessee and BJC or any BJC affiliate (other than for the services described on Exhibit E), which during the Term would constitute an expense or capital expenditure of Lessee in excess of Two Hundred Thousand Dollars (\$200,000.00) individually or on an annual aggregate basis. The dollar limitation provided for in this Section 6(E)(ii) shall be increased, but not decreased, annually in direct proportion to any change in the cost of living as determined by the Consumer Price Index for All Urban Consumers, Columbia, Missouri, as published by the United States Department of Labor, Bureau of Labor Statistics, during the previous one (1) year period.

(iii) In the case of Early Termination or termination at the conclusion of the Initial Term or Extension Term, as applicable, Lessee's execution of any contract or lease with a term extending beyond the Term of this Lease (which shall be the effective date of the Early Termination if Lessor has exercised such Early Termination right, or December 31, 2015 if Lessee has exercised its right to extend the Term of this Lease), except for (a) contracts in the ordinary course of business consistent with past practices; (b) contracts with Lessee's affiliates, provided such contracts will automatically terminate with such affiliate upon the termination of this Lease; and (c) contracts with an annual obligation of

less than \$200,000.00 (such \$200,000.00 figure shall be increased, but not decreased, annually in direct proportion to any change in the cost of living as determined by the Consumer Price Index for All Urban Consumers, Columbia, Missouri, as published by the United States Department of Labor, Bureau of Labor Statistics, during the previous one (1) year period;

(iv) In the case of any termination of the Lease not covered under Section 6(E)(iii) above, Lessee's execution, following the giving or receipt of notice of termination of this Lease which is properly given pursuant to the terms of the Lease, of any contract or lease with a term extending beyond the Term of this Lease, except for (a) contracts in the ordinary course of business consistent with past practices; (b) contracts with Lessee's affiliates, provided such contracts will automatically terminate with such affiliate upon the termination of this Lease; and (c) contracts with an annual obligation of less than \$200,000.00;

(v) any merger, change of control, or sale of substantially all the assets of Lessee such that, following such action, BJC HealthCare is not the controlling sponsor of the Lessee;

(vi) the issuance of BHCF bonds or other long-term financings.

(F) Lessee will report quarterly on the financial condition or projected financial condition of Lessee's operations at BHCF, the status of existing and projected capital expenditures, and any material changes in operations, services or facilities that are being contemplated by senior management of Lessee. Following implementation of the strategic plan, Lessee will address on a quarterly basis those activities and projects which were material elements of the plan. Lessee will certify quarterly Lessee's compliance with the benchmarks established pursuant to Section 7(A) and certify annually the financial condition and financial results of operations of Lessee at the Hospital, including the application of all BHCF Net Revenues and the reconciliation of all cash. Annually, Lessor shall receive a complete set of the audited financial statements of Lessee, and Lessee's outside auditor shall be reasonably available to answer any questions Lessor may have regarding such statements.

(G) Lessee will not enter into any agreement which results in Lessor's loss of tax-exempt status.

7. Lessee Operational Covenants.

Lessee shall, in its operation of the Hospital:

(A) Comply with those financial and quality benchmarks set forth on Exhibit H attached hereto and incorporated herein, which benchmarks may be modified by the mutual agreement of Lessor and Lessee in conjunction with the development of the strategic plan, and in the event actual performance falls below such benchmarks, Lessee shall develop and implement action plans to address such performance.

(B) Continue to provide medical care to indigent residents of the County in accordance with the statutory and historical indigent care requirements of BHCF.

(C) Maintain all required licenses, permits and approvals required to operate the Hospital.

(D) Comply with all laws, rules and orders of all federal, state, and municipal governments, or departments, which may be applicable to Lessee or the Leased Property.

(E) Perform exclusively through BHCF all County related health services (which includes services in those counties set forth in Exhibit I (the "Additional Counties")) which could be provided or managed by BHCF or its medical staff), and Lessee will not directly or through any affiliated entity negotiate or contract with or acquire, lease or manage a competing facility in the County or any of the Additional Counties during the Term without Lessor's prior written consent. Notwithstanding the foregoing, Lessor agrees that Lessee will not be in violation of the provisions of the immediately preceding sentence in the event Lessee or an entity affiliated with Lessee or BJC acquires or merges with a healthcare provider whose primary facilities are located outside the County and the Additional Counties but which may have ancillary facilities located within the County or Additional Counties, so long as such ancillary facilities are not the site currently referred to as University of Missouri Hospital. For a period of one (1) year after termination of the Lease, except in the case of a termination by Lessee due to a material default by Lessor, Lessee will not directly or through any entity affiliated with Lessee or BJC solicit any BHCF employee (except for Lessee's Chief Executive Officer and Chief Financial Officer) to provide employment in Boone or the Additional Counties, provided that nothing herein shall preclude Lessee or any of its affiliates from hiring any BHCF employee who wishes to provide services at a location within a county other than Boone County or one or more of the Additional Counties so long as such employee was not the subject of targeted recruitment or solicitation by Lessee. For a period of one (1) year after termination of the Lease, neither Lessee nor BJC nor an affiliate of either will utilize Lessee's Chief Executive Officer in any capacity at a healthcare facility located within Boone or the Additional Counties.

(F) Cooperate with Lessor to assure the appropriate transfer of all good will (other than that associated with the BJC name or the name of Lessee or its affiliates), medical staff and employees associated with BHCF's operations to Lessor upon the termination of this Lease, provided however that, notwithstanding anything in this Lease to the contrary, (i) if Lessor elects to exercise its right of Early Termination under Section 3(A)(i) hereof, Lessor shall not solicit or hire Lessee's Chief Executive Officer, and (ii) if Lessor elects to exercise its right of Early Termination under Section 3(A)(i) hereof or if Lessee fails to extend the Term of this Lease as provided in Section 2(A) hereof, Lessee's Chief Financial Officer shall be permitted, at his or her election but without solicitation by Lessor (provided Lessor's discussions with Lessee's Chief Financial Officer in response to his or her inquiry shall not constitute solicitation), to work for the entity succeeding Lessee. If the Lease expires at the end of the Initial Term or the Extension Term, Lessee agrees that Lessor may freely solicit and/or hire Lessee's Chief Financial Officer.

(G) Maintain provider status with Medicare and Medicaid and other similar payer eligibility criteria.

(H) Make payments and discharge obligations of BHCF in good faith and in the ordinary course of business in accordance with normal policies of Lessee.

(I) Refrain from intentionally impairing the transition of the operations of BHCF to Lessor upon the termination of this Lease.

(J) Refrain from canceling or waiving any rights in respect of, or selling, transferring, distributing or disposing of, any of the Leased Property, except in the ordinary and regular course of business.

(K) Maintain property and comprehensive general and professional liability insurance coverage (under commercial, pooled or self-insurance plans) as required in Section 12 hereof.

(L) Operate the Hospital under the name "Boone Hospital Center" (unless Lessor and Lessee approve a change in such name).

(M) Permit and encourage the continued operation of auxiliary and volunteer services in accordance with historic patterns.

(N) Provide 62 parking spaces in the Hospital parking lot for the benefit of the County nursing home.

8. Lessor Operational Covenants.

Lessor shall, during the Term of this Lease:

(A) Work exclusively with Lessee in connection with the provision of health care services, and shall not own, operate, manage or invest in any health care business in competition with Lessee.

(B) Act in a timely and good faith manner with respect to consents and approvals required under this Lease.

(C) Provide information to Lessee, and execute any documents, which are reasonably necessary or convenient to Lessee in the discharge of its obligations hereunder.

County shall not, during the Term of this Lease, own, operate or have a financial interest in any other acute care hospital located within Boone or any of the Additional Counties.

9. Repairs.

Lessee is concerned with not only the quality of health care services provided at the Hospital but also the environment in which it provides such services. Therefore, during the Term of this Lease, Lessee shall be responsible for all maintenance and mechanical and structural repairs, including but not limited to all glass, partitions, doors, roof, electrical, plumbing, heating, air conditioning, fixtures, equipment and appurtenances thereof. It is the intention of the parties that Lessee shall be responsible for any and all repairs and maintenance required of the Leased Property during the Term of this Lease or any extension thereof. The costs of such repairs shall be paid out of BHCF Net Revenues as provided in Section 4(A)(i) or (iv) of this Lease. as applicable.

10. Assignment.

Lessee may assign this Lease to any corporation affiliated with or a subsidiary of Lessee or its parent corporation, Christian Health Services Development Corporation, a Missouri not-for-profit corporation ("CHSDC"). Lessee shall not otherwise assign this Lease without the written consent of Lessor. Consent to any such assignment shall not be unreasonably withheld by Lessor. Assignment shall not relieve Lessee or CHSDC of their respective obligations, liabilities and responsibilities under this Lease. The term "affiliated" corporation as used in this provision shall be deemed to mean a corporation owned or controlled by, or under the control of, either Lessee or CHSDC.

11. Utilities and Services.

Lessee agrees to pay for water, fuel, gas, oil, heat, electricity, power and other services which may be furnished or used by Lessee. All such utilities and other services shall be an Operating Expense of the Hospital and paid out of BHCF Net Revenues as provided in Section 4(A)(i) hereof.

12. Insurance.

(A) Liability Insurance. Lessee agrees to carry commercial general liability insurance or self insurance at Lessee's option with a combined single limit of liability in an amount not less than One Million Dollars (\$1,000,000.00) to protect Lessor from claims arising from any act or omission of Lessee or any of the contractors, licensees, invitees, agents, servants or employees of Lessee, naming Lessor as an additional insured. The insurance will pay damages arising out of accident, injury, or death of any person or the damage to property of any person occurring during the Term of this Lease.

(B) Property Insurance. Lessee shall also maintain special form (formerly known as all risk) insurance on the improvements, other Leased Property and the Other BHCF Assets for the full replacement value of such improvements and other Leased Property. Lessor and/or the County shall be named as loss payees on such policy as their interests may appear.

(C) Professional Liability Insurance. Lessee agrees to provide a policy of professional liability insurance (or self-insurance, at Lessee's option) under which Lessor is also named as an insured. The minimum limits of professional liability insurance coverage shall be not less than primary insurance of One Million Dollars (\$1,000,000.00) for every claim, a Three Million Dollars (\$3,000,000.00) annual aggregate, and an umbrella insurance policy of One Million Dollars (\$1,000,000.00).

(D) Increase in Coverage Limits. Lessee shall periodically (and not less than once every three (3) years) have its outside, independent insurance consultant review the coverage limits set forth in paragraphs (A) and (C) above, and Lessee will increase its coverages if so recommended by its consultant.

(E) Insurance Carriers. Each policy of insurance required to be maintained under this Section 12 shall be carried by a responsible insurance carrier authorized to do business in the State of Missouri or, at Lessee's option, a domestic or foreign captive insurance company of

which BJC has a fifty percent (50%) or greater interest. Duplicate certificates of insurance shall be delivered to Lessor and shall state that the insurance is not cancelable without at least ten (10) days advance written notice to Lessor. Notwithstanding anything in this Section 12 to the contrary, Lessee shall be permitted to establish, maintain and provide all insurance required hereunder under a self-insurance or pooled self-insurance fund, provided that Lessee shall provide to Lessor annually a report evidencing that such self-insurance plan or program is actuarially sound. All such insurance maintained by Lessee and allocable to BHCF pursuant to this Section 12 shall be an Operating Expense of the Hospital and paid out of BHCF Net Revenues as provided in Section 4(A)(i) hereof.

(F) Transition Issues. In the event any notice of termination of the Lease is properly given, or at least six (6) months prior to the termination of the Lease at the end of the Initial Term or the Extension Term, as applicable, Lessee and Lessor shall thereafter cooperate to facilitate transition of insurance coverages and allow Lessor to put in place various insurance policies for coverage of BHCF and its operation following termination of the Lease. Lessor agrees to promptly work with brokers and insurance companies as necessary to place appropriate insurance coverage for BHCF and its operation after termination of the Lease, and Lessee agrees to provide Lessor and/or its brokers with such information as may be reasonably necessary to facilitate the placement of such coverages. With respect to medical malpractice and general liability claims made prior to the termination of the Lease ("Pre-Term Claims") (i) Lessor shall retain the cash deposits or cash reserves created in accordance with Section 2(D)(iii) (except for fifty percent (50%) of the unexpended portion of any reserves associated with any unsatisfied judgments which become Retained Liabilities and are ultimately settled or otherwise resolved), and (ii) Lessee shall continue, post-termination and until resolution, to control the defense, settlement and/or other resolution of Pre-Term Claims on behalf of Lessor, provided that, for any Pre-Term Claim with a reserve in excess of \$100,000, Lessee shall advise Lessor of any firm settlement offers received and shall consult with Lessor regarding any such Pre-Term Claims before settling or otherwise resolving the same. Costs of defense, settlement amounts or judgments (except any judgment which constitutes a Retained Liability of Lessee) will be billed to the appropriate reserve for such Assumed Liabilities. Lessor shall continue to maintain appropriate reserves for each such Pre-Term Claim and otherwise provide Lessee with reasonable assurances that an appropriate reserve is being maintained for each such Pre-Term Claim until its resolution. With respect to medical malpractice and general liability claims made after the termination of the Lease relating to incidents occurring during the Term of the Lease, ("Post-Term Claims") Lessor shall control the defense, settlement and/or other resolution of Post-Term Claims, and Lessee shall reasonably cooperate in the provision of any information or witnesses within Lessee's control.

(G) Defense of County. In the event of a claim arising out of the operation of the BHCF Facilities during the Term in which the County is named as a defendant, Lessor will defend the County unless and until a conflict of interest between Lessor and the County shall arise.

13. Right of First Refusal; Restriction on Transfer of Leased Property.

(A) If, during the Term of this Lease, Lessor elects to sell the real estate or equipment, or both, comprising all or any part of the Leased Property, Lessee shall have the right of "first

refusal” with respect to any such property to be sold. Lessor shall notify Lessee of any bona fide proved offer of purchase and shall give Lessee one hundred twenty (120) days in which Lessee shall have the right to notify Lessor of its intent to purchase such Leased Property upon the same terms and conditions as set forth in the bona fide offer. If within one hundred twenty (120) days of receipt of such notice Lessee fails to notify Lessor in writing of Lessee’s election to so purchase such Leased Property, Lessor may proceed to sell such Leased Property upon the terms and conditions of said “bona fide offer to purchase.” Any such sale shall be subject to this Lease if then in effect.

(B) Lessor shall be permitted to convey its interest in the real estate comprising the Leased Property if, and only if, (i) Lessor first complies with the provisions of Section 13(A) regarding Lessee’s right of first refusal, (ii) Lessor does not sell such property to a competitor of BJC, (iii) the purchaser of such property assumes in writing all of Lessor’s obligations under this Lease, and (iv) the sale of such property will not affect the tax-exempt status of Lessee or the Lease Property.

14. Representations and Warranties of Lessor and County.

Lessor and the County hereby represent and warrant to Lessee that the statements set forth below in this Section are true and correct as of the date of this Lease.

(A) Organization and Authority. The board of Lessor is duly elected and in good standing under the laws of the State of Missouri. Lessor has the full power, right and authority to enter into and perform its obligations under this Lease, subject to the approval of the County. The execution, delivery and performance of this Lease by Lessor has been duly and properly authorized by proper governmental action by Lessor and the County, as the case may be, in accordance with applicable law and this Lease constitutes a valid and binding obligation of Lessor, enforceable against it in accordance with its terms.

(B) Transaction Not a Breach. Neither the execution or delivery of this Lease nor its performance will conflict with or result in a material breach of the terms, conditions or provisions of any contract, agreement, mortgage, trust, deed, note, bond indenture or other instrument or obligation of any nature to which Lessor is a party or by which Lessor is bound; and neither the execution and delivery of this Lease nor its performance will contravene or violate any statute or any judicial or governmental regulation, order, injunction, judgment, or decree, nor will this Lease require the approval, consent or permission of any governmental or regulatory body or authority, other than the County, and Lessor and the County have received no notice which is inconsistent with the foregoing. With regard to this representation and the representation set forth in Section 14(A) above regarding compliance with the County Hospitals Act, as amended (the “Act”), the County and Lessor have relied upon an opinion of competent counsel that this Lease does not contravene or violate the Act.

(C) Real Estate. The County or the County by and through the Lessor is the sole owner of, and has good, valid, marketable and indefeasible title to the Leased Property free and clear of any material liens, mortgages, deeds of trust, charges, encumbrances, pledges and hypothecations of any kind, nature and description, subject to all matters of record pertaining to the Leased Property in the County and all matters that a true and correct survey would reveal.

The County and Lessor are not now, and will not be, in default in respect of any of its obligations or liabilities pertaining to the Leased Property, which default alone or together with any other such default would have a material and adverse affect on the business and operation of the Hospital and there is not any state of facts or circumstances or conditions or event which, after notice or lapse of time, would constitute or result in any such default. There are presently no leases in existence with respect to the Leased Property. All notices of completion and certificates of occupancy required under applicable local law with respect to the Leased Property have been obtained. To the best of the knowledge of the County and Lessor, neither the whole nor any portion of the Leased Property is subject to any pending condemnation, taking or other similar proceeding by any governmental authority or agency, and neither Lessor nor the County know, or are there any grounds under which either Lessor or the County should know, that any such condemnation or taking is threatened or contemplated, and to the best of the knowledge of Lessor and the County, (a) there is no claim, study or effort by any governmental authority or agency which in any way materially and adversely affects or would materially and adversely affect the present use or zoning of the Leased Property nor (b) is there any existing, proposed or contemplated plan to widen, modify or realign any street or highways situated or touching upon the Leased Property. Notwithstanding the foregoing, Lessee acknowledges that Lessor and County have advised Lessee of the proposed widening of Broadway and resulting loss of vehicular access point on North Campus. To the best of each of the knowledge of Lessor and the County, neither the Leased Property nor the occupancy or operation thereof is in violation of any law, including any laws, rules or regulations relating to the health and safety and protection of the environment, or any building, zoning, fire, health or other ordinance, code and neither Lessor nor the County has received any notice alleging any such violation or requiring or calling attention to the needs for any work, repairs, construction, alterations or installation on or in connection with the Leased Property which has not been heretofore complied with by Lessor or the County as applicable, at their sole cost and expense. To the best of the knowledge of Lessor and the County, Lessor has the legal and contractual rights to use the Leased Property for the business and operations presently conducted thereon.

(D) Material Misstatements or Omissions. None of the information contained in the representations and warranties of Lessor and the County or set forth in this Lease or in any of the exhibits contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements contained herein or therein not misleading.

(E) Scope of Representations and Warranties. The representations and warranties of Lessor and the County contained herein are the exclusive representations and warranties provided by the County and Lessor and the County and Lessor make no warranties, statutory, express or implied, except as provided for herein.

15. Warranties And Representations of Lessee.

Lessee represents and warrants to the County and Lessor that the statements set forth below in this Section are true and correct as of the date of this Lease.

(A) Organization, Authority. Lessee is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and has the full power, right and authority to enter into and perform its obligations under this Lease. The

execution, delivery and performance of this Lease by Lessee has been duly and properly authorized by proper corporate action in accordance with applicable law and with the Articles of Incorporation and Bylaws of Lessee, and this Lease constitutes a valid and binding obligation of Lessee enforceable against it and in accordance with its terms.

(B) Transaction Not a Breach. Neither the execution and delivery of this Lease nor its performance will conflict with or result in a breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of Lessee or any contract, agreement, mortgage, trust, deed, note, bond indenture or other instrument or obligation of any nature to which Lessee is a party or by which Lessee is bound; and to Lessee's actual knowledge neither the execution and delivery of this Lease nor its performance will contravene or violate any statute or any judicial or governmental regulation, order, injunction, judgment or decree or require the approval, consent or permission of any governmental or regulatory body or authority other than the County; and Lessee has received no notice which is inconsistent with the foregoing.

(C) Material Misstatements or Omissions. None of the information contained in the representations and warranties of Lessee and as set forth in this Lease or in any of the exhibits contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

(D) Scope of Representations and Warranties. The representations and warranties of Lessee contained herein are the exclusive representations and warranties provided by Lessee, and Lessee makes no warranties, statutory, express or implied, except as provided for herein.

16. Default.

(A) Major Default. The occurrence of any of the following shall constitute a Major Default hereunder, thereby entitling Lessor to terminate this Lease pursuant to Section 3 hereof:

(i) Lessee's permanent loss of its license to operate the Hospital or its status as a Medicare provider;

(ii) Filing by Lessee in any court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Lessee's property, or an assignment by the Lessee for the benefit of creditors, if within sixty (60) days after the commencement of any such proceeding such proceeding shall not have been dismissed;

(iii) The failure of Lessee to make one or more of the payments required under Sections 4(A)(ii) or (iii) or Section 4(C) hereof, and such failure shall continue for sixty (60) days after written notice of such failure from Lessor to Lessee; or

(iv) The failure of Lessee to pay a final arbitration award granted in favor of Lessor and against Lessee pursuant to Section 17 hereof, and such failure shall continue for thirty (30) days after written notice of such failure from Lessor to Lessee.

(B) Non-Major Default by Lessee. The occurrence of any of the following shall constitute a default (which shall be characterized as a non-Major Default) of Lessee hereunder:

(i) The failure of Lessee to make one or more of the payments required hereunder (except for those payments required under Sections 4(A)(ii) and (iii) and 4(C)), and such failure shall continue for thirty (30) days after written notice of such failure from Lessor to Lessee;

(ii) The failure of Lessee to perform or comply with any of the terms, conditions or covenants contained in this Lease to be performed or complied with by Lessee, and such failure shall continue for thirty (30) days after written notice of such failure from Lessor to Lessee; provided, however, that if such breach cannot be cured within such thirty (30) day period, Lessee shall not be in default if within such thirty (30) day period Lessee shall have commenced to cure such breach and shall continue its efforts to effect such cure with due diligence; or

(iii) Any acts of Lessee or any failure of Lessee to do any acts required of Lessee hereunder which triggers any event of "default" as defined in the bond documents pertaining to bonds issued by the County and secured against the Hospital property and Hospital operations, and such failure is not cured within the time period set forth in the bond documents for curing such default.

(C) Default by Lessor. The occurrence of any of the following shall constitute a default of Lessor hereunder:

(i) The failure of Lessor to perform or comply with any of the terms, conditions or covenants contained in this Lease to be performed or complied with by Lessor, and such failure shall continue for thirty (30) days after written notice of such failure from Lessee to Lessor; provided, however, that if such breach cannot be cured within such thirty (30) day period, Lessor shall not be in default if within such thirty (30) day period Lessor shall have commenced to cure such breach and shall continue its efforts to effect such cure with due diligence;

(ii) The failure of Lessor to pay a final arbitration award granted in favor of Lessee and against Lessor pursuant to Section 17 hereof, and such failure shall continue for thirty (30) days after written notice of such failure from Lessee to Lessor (such failure shall automatically be deemed a material default of Lessor);

(iii) Filing by the Lessor in any court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Lessor's property, or an assignment by the Lessor for the benefit of creditors, if within sixty (60) days after the commencement of any such proceeding such proceeding shall not have been dismissed; or

(iv) If any event of "default" as defined in the bond documents shall occur (other than a default pursuant to Section 16(B)(iii) hereof) pertaining to bonds issued by the County and secured against the Hospital property and Hospital operations, and such failure is not cured within the time period set forth in the bond documents for curing such default.

17. Arbitration.

(A) Except as otherwise set forth in this Lease, any controversy, dispute, or disagreement between the parties arising out of or relating to this Lease, the breach thereof, or the subject matter thereof, shall be resolved by binding arbitration, which shall be conducted in either Columbia or St. Louis, Missouri, at the direction of the arbitrator, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration (the "AHLA Arbitration Rules"). The arbitration award shall be final and binding and any court having competent jurisdiction may enter judgment on the award. Each party shall bear its own expenses, including attorneys fees, relating to the arbitration.

(B) The procedures specified under the AHLA Arbitration Rules shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or related to this Agreement. The foregoing notwithstanding, a party may seek a preliminary injunction or other preliminary judicial relief, specific performance, permanent injunctive relief, or other equitable remedies from any proper court with respect to any matter arising under this Lease, and the decision of such court shall bind the parties.

(C) Subject to the control of the arbitrator, or as the parties may otherwise mutually agree, the parties shall have the right to conduct reasonable discovery pursuant to the Missouri Rules of Civil Procedure in connection with any arbitration arising pursuant to this Section 17.

(D) All rights and remedies of the parties provided for under this Lease shall be cumulative and may be exercised concurrently or in succession.

(E) Lessor and Lessee agree not to join the County in the arbitration of any dispute between Lessor and Lessee. In addition, the County shall not be required to arbitrate a claim it has with respect to the County Payment provided in Section 4(A)(iii) hereof, and may bring any action in connection with such claim in any court of appropriate jurisdiction.

18. Waiver of Breach.

The failure of either party to insist upon strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that such party may have, and shall not be deemed a waiver of any subsequent breach of such term or condition.

19. Indemnification

(A) To the extent permitted by law, Lessee shall indemnify Lessor from all liabilities, claims, suits or demands for damages in connection with any breach by Lessee of any terms or provisions of this Lease and with respect to any misrepresentation, breach of warranty, breach of covenant or agreement arising from this Lease or relating to the Retained Liabilities. This provision shall survive the expiration or earlier termination of this Lease.

(B) To the extent permitted by law, Lessor shall indemnify Lessee and Lessee's affiliates from all liabilities, claims, suits or demands for damages in connection with any breach by Lessor of any terms or provisions of this Lease and with respect to any misrepresentation, breach of warranty, breach of covenant or agreement arising from this Lease or relating to the

Assumed Liabilities. This provision shall survive the expiration or earlier termination of this Lease.

(C) To the extent permitted by law, Lessee shall indemnify the County from all liabilities, claims, suits or demands for damages in connection with any breach by Lessee of any obligation owed to the County by Lessee under any terms or provisions of this Lease and with respect to any misrepresentation, breach of warranty, breach of covenant or agreement arising from this Lease. This provision shall survive the expiration or earlier termination of this Lease.

(D) To the extent permitted by law, the County shall indemnify Lessee and Lessee's affiliates from all liabilities, claims, suits or demands for damages in connection with any breach by the County of any obligation owed to the Lessee by the County under any terms or provisions of this Lease and with respect to any misrepresentation, breach of warranty, breach of covenant or agreement by the County arising from this Lease. This provision shall survive the expiration or earlier termination of this Lease.

20. Condemnation.

(A) Whole Taking. If the whole of the Leased Property shall be taken or condemned by any competent authority for any public use or purpose, then the Term hereby granted shall cease on the day of taking of possession by such authority or on the day of vesting of title in such authority, whichever first occurs.

(B) Partial Taking. If a portion of the Leased Property or Other BHCF Assets shall be condemned or taken and, as a result, there shall be such a major change in the character of the Leased Property as to prevent Lessee from using the same in substantially the same manner as before, then Lessee may either cancel and terminate this Lease, or, continue to occupy the remaining portion, provided, however, the Lessee shall give written notice to the Lessor, within 15 days after the date of any such taking or vesting of title, of its election.

If Lessee shall remain in possession and occupation of the remaining portion of the Leased Property, all the terms and conditions of this Lease shall remain in full force and effect with respect to such remaining portion. Lessor shall, at Lessor's own expense, promptly (subject to strikes, lockouts, inability to procure material and labor in the free market, governmental restrictions, fire, the elements, and other extraordinary conditions beyond Lessor's reasonable control) do such work as to make a complete architectural unit of the remainder of the building on the Leased Premises, and this Lease shall continue for the balance of its term, subject to the terms and conditions herein stated.

(C) Termination Payment. If this Lease is terminated pursuant to this Section 20, all BHCF Revenues shall be used to pay all expenses through and adjusted as of the date of termination pursuant to Section 4(A), and all cash and cash equivalents shall be split as provided in Section 4(C). In addition, Lessor shall pay to Lessee on the effective date of termination Lessee's reasonable estimates of the following amounts, if any: (a) fifty percent (50%) of the book value of any Excess Capital Expenditures, *plus* (b) any shortfall amounts due to Lessee by Lessor pursuant to Section 4(C) hereof, *plus* (c) such other mutually agreed upon adjustments, if any and only as applicable. Within sixty (60) days after the termination of the Lease, the parties

shall reconcile the estimate paid by Lessor pursuant to this Section 20(C) with a final accounting; if the amount of such estimate was greater than the final accounting, Lessee shall promptly refund to Lessor such excess; if the amount of such estimate was less than the final accounting, Lessor shall promptly pay such deficit to Lessee.

(D) Proceeds. Lessee shall be entitled to that portion of the condemnation award attributable to the value of Lessee's leasehold estate. Lessor shall be entitled to the remainder of the award.

(E) Forbearance by County. The parties acknowledge that the County has the authority to commence condemnation proceedings against the Leased Property or the leasehold estate created by this Lease. The County warrants that it will forbear from commencing any condemnation proceedings against the Leased Property or the leasehold estate created by this Lease during the Term of this Lease, as the same may be extended.

21. Covenant of Quiet Enjoyment.

Lessor covenants and warrants that if Lessee shall discharge its obligations hereunder, Lessee and its successors in interest shall have and enjoy during the Term hereof the quiet undisturbed possession and enjoyment of the Leased Property without hindrance from Lessor or anyone claiming by, through or under Lessor.

22. Guarantee of Performance.

Lessee's performance of the obligations of Lessee as set forth in this Lease shall be guaranteed by CHSDC.

23. Fiscal Year.

The fiscal year of the Hospital shall begin on January 1 and end on December 31 of each year, unless changed with the mutual consent of Lessee and Lessor.

24. Proration.

If this Lease terminates prior to the completion of a full calendar year for any reason, then all payments due and calculations made with reference to annual operating results of the Hospital during the last calendar year of the Hospital in which this Lease is in effect shall be prorated based upon the number of days this Lease is in effect during such calendar year.

25. Destruction of Property.

In the event of a total or partial destruction of the Leased Property or Other BHCF Assets from any cause, the Lessor shall repair the same, provided Lessee shall be entitled to terminate this Lease if such repairs cannot, in the reasonable estimation of Lessee, be completed within twelve (12) months of the date of the destruction. All insurance proceeds shall be made available to the Lessor to effect the required repairs. In the interest of time, the Lessee may, at its option, elect to make the necessary repairs, in which event the insurance proceeds shall be made available to the Lessee for that purpose.

If this Lease is terminated pursuant to this Section 25, all BHCF Revenues shall be used to pay all expenses through and adjusted as of the date of termination pursuant to Section 4(A), and all cash and cash equivalents shall be split as provided in Section 4(C). In addition, Lessor shall pay to Lessee on the effective date of termination Lessee's reasonable estimates of the following amounts, if any: (a) fifty percent (50%) of the book value of any Excess Capital Expenditures, *plus* (b) any shortfall amounts due to Lessee by Lessor pursuant to Section 4(C) hereof, *plus* (c) such other mutually agreed upon adjustments, if any and only as applicable. Within sixty (60) days after the termination of the Lease due destruction of property under this Section 25, the parties shall reconcile the estimate paid by Lessor pursuant to this Section 25 with a final accounting; if the amount of such estimate was greater than the final accounting, Lessee shall promptly refund to Lessor such excess; if the amount of such estimate was less than the final accounting, Lessor shall promptly pay such deficit to Lessee.

All cash proceeds from fire and casualty policies shall be expended to repair or replace damaged assets.

The proceeds of any business interruption insurance maintained by Lessee shall be treated as BHCF Net Revenues under the terms of this Lease.

26. Conditions Precedent.

(A) Notwithstanding anything in this Lease to the contrary, this Lease shall be of no force and effect unless and until the following have occurred (collectively, the "Lessee Conditions Precedent"):

(i) The receipt of all necessary approvals required under all three prior bond issuances and as deemed necessary by Lessee for the entering into of this Lease;

(ii) Lessor's outside counsel shall have provided to Lessee an opinion of counsel in the form of Exhibit K attached hereto and incorporated herein by this reference, which form may contain such changes as are reasonably acceptable to Lessee; and

(iii) Counsel to the County shall have provided to Lessee an opinion of counsel in the form of Exhibit L attached hereto and incorporated herein by this reference, which form may contain such changes as are reasonably acceptable to Lessee.

If the Lessee Conditions Precedent have not been satisfied or waived in writing by Lessee on or before May 1, 2001, this Lease shall, at the option of Lessee, be null and void.

(B) Notwithstanding anything in this Lease to the contrary, this Lease shall be of no force and effect unless and until the following have occurred (collectively, the "Lessor Conditions Precedent" and together with the Lessee Conditions Precedent, the "Conditions Precedent"):

(i) The receipt of all necessary approvals required under all three prior bond issuances and as deemed necessary by Lessor for the entering into of this Lease; and

(ii) Lessee shall have provided to Lessor an opinion of counsel in the form of Exhibit M attached hereto and incorporated herein by this reference, which form may contain such changes as are reasonably acceptable to Lessor.

If the Lessor Conditions Precedent have not been satisfied or waived in writing by Lessor on or before May 1, 2001, this Lease shall, at the option of Lessor, be null and void.

(C) If this Lease shall not take effect because of the non-satisfaction of a Condition Precedent, the Existing Lease shall continue to govern the rights and obligations of the parties with respect to Lessee's operation of the BHCf as if this Lease had never been executed.

27. Savings Provision.

Lessor and Lessee acknowledge that the consideration to be paid by each party hereunder is prospective and that such consideration is good, valuable and sufficient and that this Lease is entered into in accordance with all applicable laws and regulations. However, in the event the validity of this Lease is challenged, the Commencement Date of this Lease shall be automatically modified to be the earliest date after which all of the parties to this Lease have executed this Lease and the Conditions Precedent set forth in Section 26 have been met.

28. Notice.

Any notice or other communication which either party is required or desires to give to the other party shall be in writing and shall be hand delivered or delivered by U.S. Registered or Certified Mail return receipt requested or an overnight mail service which provides a record of receipt (the date of such notice shall be date of delivery to the other party) and addressed as follows or to such other address as the parties may designate to the other party hereto in writing:

To: Lessor Board of Trustees of Boone County Hospital
 1600 East Broadway
 Columbia, Missouri 65201
 Attention: Chairman

With a Copy to: Jones, Schneider and Bartlett
 11 North Seventh Street
 Columbia, MO 65201
 Attention: Thomas Schneider

To: Lessee CH Allied Services, Inc.
 11155 Dunn Road
 St. Louis, Missouri 63136
 Attention: President

With a Copy to: BJC HealthCare

4444 Forest Park Avenue
St. Louis, Missouri 63108-2259
Attention: General Counsel

To: County County Commission
 c/o Boone County Government Center
 801 E. Ash
 Columbia, Missouri 65201
 Attention: Presiding Commissioner

To: Christian Health Services Development Corporation
 Development Corporation
 11155 Dunn Road
 St. Louis, Missouri 63136
 Attention: President

With a Copy to: BJC HealthCare
 4444 Forest Park Avenue
 St. Louis, Missouri 63108-2259
 Attention: General Counsel

All Notices shall be deemed delivered when actually hand delivered or when deposited in the United States mail.

29. Successors.

All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, provided that nothing in this Section shall be deemed to permit any assignment, subletting, occupancy, or use contrary to the provisions of this Lease.

30. Severability.

In the event any portion of this Lease is found to be unlawful or unenforceable, the remaining terms and conditions of this Lease shall remain in full force and effect between the parties.

31. Estoppel Certificates.

The parties agree from time to time, upon not less than fifteen (15) days prior written request to execute, acknowledge and deliver to the other party a statement certifying that this Lease is unmodified and in full force and effect and that there are no uncured defaults of Lessor or Lessee under this Lease (or, if there have been any modifications or if such party is claiming that there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail), the dates to which any amounts required hereunder have been paid, whether any options in this Lease have been exercised, and any other reasonable information requested by Lessor, Lessee or their designees.

32. Third Parties.

The provisions of this Lease are not intended to be for the benefit of any person or entity which is not a party to this Lease, and no such person or entity shall obtain any rights under any provision of this Lease or shall by reason of any provision under this Lease make any claim against Lessor, Lessee, the County, or any of the Leased Assets.

33. Memorandum of Lease.

The parties agree to execute and record a memorandum of this Lease which shall contain such non-financial terms as are reasonably requested by either party.

34. Medical Plaza III.

Lessor agrees to lease to Lessee such space in Medical Plaza III as shall be reasonably requested by Lessee. The rent for the use of such space shall be the fair rental value of similar space in the Columbia, Missouri area.

35. Miscellaneous.

(A) The Section captions in this Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.

(B) This Lease shall be construed and enforced in accordance with the laws of the State of Missouri.

(C) This Lease constitutes the entire agreement between the parties with respect to the Leased Property and any prior written or oral agreements are without affect. This Lease expressly replaces and entirely supersedes any previous leases and agreements between Lessor and Lessee with respect to the Leased Property, including but not limited to the Existing Lease.

(D) Lessor and Lessee each warrant, represent and agree that no broker was involved on its behalf in negotiating or consummating this Lease and agree to indemnify and hold the other harmless from and against any and all claims for brokerage commissions arising out of any communications or negotiations with any broker regarding the Leased Property.

(E) Any addenda or amendments to this Lease must be in writing and executed by the parties.

(F) The Trustees are executing this Lease solely in their statutory capacity and not in their individual capacity.

IN WITNESS WHEREOF the Lessor and Lessee have executed this Lease on the 19th day of April, 2001.

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

LESSOR:
BOARD OF TRUSTEES OF
BOONE COUNTY HOSPITAL

By: Barbara Whaley
Its: Chairman Board of Trustees

LESSEE:
CH ALLIED SERVICES, INC.

By: Michael Spill
Its: President

ACKNOWLEDGEMENT AND APPROVAL:

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

BOONE COUNTY COMMISSION

By: Don G. Stamps
Its: Principal Commissioner

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

CHRISTIAN HEALTH SERVICES DEVELOPMENT CORPORATION

By: [Signature]
Its: President

LIST OF EXHIBITS

- Exhibit A - Boone Hospital Center Facilities
- Exhibit B - Lessor's Excluded Assets
- Exhibit C - Lessee's Excluded Assets
- Exhibit D - Illustration of Repayment
- Exhibit E - BJC Corporate Management Services
- Exhibit F - Cash Split Illustration
- Exhibit F-2 – Shortfall Illustrations
- Exhibit G - Delayed Capital Expenditures
- Exhibit H – Benchmarks
- Exhibit I – Additional Counties
- Exhibit J – Hospital Audited Financial Statements
- Exhibit K – Lessor Counsel Opinion Letter
- Exhibit L – County Counsel Opinion Letter
- Exhibit M – Lessee Counsel Opinion Letter

EXHIBIT A

Boone Hospital Center Facilities

- Main hospital campus at 1600 East Broadway and parking lots west of hospital; northwest section of William and Bass Streets
- Centralia Clinic at 1021 East Highway 22, Centralia, Missouri
- Southern Boone County Clinic (Partnership BHC/UMC)
- Warehouse at 2401 Vandiver Drive
- Parking Lots:
 - Southwest corner of Bass and William streets
 - Southeast corner of Bass and Shockley streets
 - Northwest corner of Anthony and William streets
- Property at 1700 East Broadway
- Boone Hospital Home Care and Associated Assets
- Boone Retirement Center at 1623 Anthony together with related parking shall be contributed by the Trustees and become part of the Leased Property without any additional payments by Lessee.

Exhibit B

Lessor's Excluded Assets

1.
 - A. North Campus - 24 acres defined by Broadway, Old 63 South, William Street and Walnut Street
 - B. 12.4 acres at corner of Nifong and Forum Boulevard (vacant)
 - C. Ashland -5 acres on South Henry Clay Boulevard (vacant)
 - D. South Half, Section 28 Township 15 South, Range 15 East, Fresno County, California
 - E. Section 35, Township 27 South, Range 23 East, Kern County, California
2. Leases of Lessor:
 - A. Ground rentals for Plaza I and Plaza II
 - B. All leases associated with Plaza III
 - C. Lease associated with 1700 East Broadway
3. Investments of Lessor:
 - A. Stocks and bonds in the Board of Trustees Endowment Fund
 - B. Other similar Board of Trustees investments
4. Lessor's cash and cash equivalents - bank accounts:

<u>Institution</u>	<u>Account Number</u>	<u>Account Description</u>
Boone County National Bank	100-495-6	Operating Account
Boone County National Bank	100-499-9	Depreciation Reserve
Boone County National Bank	100-497-2	Special Fund
Boone County National Bank	100-496-4	Debt Service
Boone County National Bank	100-506-5	Endowment Fund
Boone County National Bank	105-439-2	Construction Account
UMB Bank	76-1566-03-3	Cost of Issuance
UMB Bank	76-1566-02-5	Construction Project
UMB Bank	76-1566-01-7	Non Eligible Moneys Fund
UMB Bank	76-1566-00-9	Series 2C00C Letter of Credit Fund
Firststar	373C001447	Centralia Clinic-Savings

EXHIBIT C

Lessee's Excluded Assets

AS/400 Model 720 - Serial #104DCYM (BJH-West County/St. Peters)

AS/400 Model 720 - Serial #1021275 (Parkland/Sullivan)

All accounts of Lessee holding funds generated from BHCF operations prior to January 1, 2001, including the account with Boone County Bank, Number 1061836

EXHIBIT D

Illustration of Repayment

The following is an illustration of Repayment that would occur under Section 3(C)(i) (Early Termination Payment):

Assumptions:

(a) Capital expenditures during the period the Lease was in effect exceeded the 9% average annual requirement by \$2.1M, but of that excess \$100,000 related to an expenditure that was not approved by the Trustees, and the book value of any Excess Capital Expenditures at the termination was \$1M;

(b) There was an \$80,000 shortfall in the year prior to the termination of the Lease, and the Trustees have not contributed their share; and

(c) Lessee had also contributed \$50,000 to support a project sponsored by the Trustees in Boone County based upon the parties agreement that the Trustees would credit Lessee that amount in the event of Early Termination.

Payment equals:

i.	50% of \$1M =	\$500,000
ii.	<i>plus</i> 50% of \$80,000	\$ 40,000
iii.	<i>plus</i>	\$ 50,000
	<i>Total Early Termination Payment</i>	\$590,000

EXHIBIT E

BJC Corporate Management Services

Billing & Compliance
Managed Care Contracting
Reimbursement Review and Consultation
Government Affairs Support
Charge Description Master (CDM) Analysis
Audit Services
Risk Management
Legal Services
In House Communications (Newsletter)
Marketing
Planning
Physician Referral & Health Promotions
Compensation Consultation (Human Resources)
Employee Health & Welfare
Benefits Consultation
Quality & Effectiveness
Performance Improvement Initiative Support
Information Services-Operations (in accordance with Section 4(A)(v))
Telecommunications

EXHIBIT F

Cash Split Illustration

BJC Health System
Boone Hospital Center - Lease Revenue Sharing Proposal
(\$ in thousands)

	1999
Net increase in cash and cash equivalents (per audit statements)	\$1,199
+ Prior year profit split (cash distributed) (estimation)	\$3,600
Current year Excess/(shortfall)	\$4,799
50% BJC	\$2,400
50% Trustees	\$2,400

EXHIBIT F-2

Illustration of "Shortfall"

Annual Results

A.	Year 1	-	Cash split	-	\$100,000 Lessor \$100,000 Lessee
	Year 2	-	Cash split	-	\$100,000 Lessor \$100,000 Lessee
	Year 3	-	Cash split	-	\$100,000 Lessor \$100,000 Lessee
	Year 4	-	Cash split	-	\$100,000 Lessor \$100,000 Lessee
	Year 5	-	Cash split	-	Lessee pays in \$50,000 Lessor pays in \$50,000

If Lease terminates after year 7, no amount is paid by Lessor.

B.	Year 1	-	Cash split	-	\$100,000 Lessor \$100,000 Lessee
	Year 2	-	Cash split	-	\$100,000 Lessor \$100,000 Lessee
	Year 3	-	\$100,000 shortfall	-	Lessee pays full \$100,000 (Although not obligated to do so)
	Year 4-7	-	Break even		

If Lease terminates after year 7, \$50,000 is owed by Lessor to Lessee as the total unpaid shortfall.

C.	Year 1	-	Cash split	-	\$100,000 Lessor \$100,000 Lessee
	Year 2	-	\$1,000,000 shortfall	-	Lessor pays \$500,000 Lessee pays \$500,000
	Year 3-7	-	Break even		

If Lease terminates after year 7, no amount is paid by Lessor

EXHIBIT G

Delayed Capital Expenditures

CH Allied Services/Boone Hospital Center
Balances Remaining on Construction & Capital Maintenance Projects
As Of 12/31/00

<u>PROJECT #</u>	<u>PROJECT DESCRIPTION</u>	<u>BALANCE</u>
C00-3011	Expansion of Labor & Delivery	445,856.56
C00-3012	Labor & Delivery FF&E	260,500.18
C00-3017	Structural Investigation Project	121,224.84
C00-3027	Replace Flooring in 2 Patient Rooms & Misc. Refurbish	4,541.00
C00-3028	Automatic Door Opener	5,980.00
C00-3029	Canopy Over Recycle & Hazardous Waste	1,652.00
C00-3030	Replace Dietary & Central Supply Doors	14,182.00
C00-3032	Smoking Shelter	11,520.00
C00-3033	Wellaware Broadway Improvements	149,337.00
C00-4007	Recaulk '76 & '59 Buildings	22,126.50
C00-4008	Leslie Steam Water Heater	15,171.45
Total Balances Remaining - 12/31/00		1,052,091.53

EXHIBIT I

Additional Counties

All Missouri counties which are contiguous to Boone County, plus Saline County and Linn County.

EXHIBIT J

Hospital Financial Statements

Financial Statements

Boone Hospital Center
(A Division of CH Allied Services, Inc.)

*Years ended December 31, 1999 and 1998
with Report of Independent Auditors*

Boone Hospital Center
(A Division of CH Allied Services, Inc.)

Financial Statements

Years ended December 31, 1999 and 1998

Contents

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Report of Independent Auditors

The Board of Directors
CH Allied Services, Inc.

We have audited the accompanying balance sheets of Boone Hospital Center (a division of CH Allied Services, Inc.) as of December 31, 1999 and 1998, and the related statements of operations, changes in net assets, and cash flows for the years then ended. These financial statements are the responsibility of Boone Hospital Center's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Boone Hospital Center at December 31, 1999 and 1998, and the results of its operations, changes in net assets, and cash flows for the years then ended, in conformity with generally accepted accounting principles.

Ernst & Young LLP

February 17, 2000

Boone Hospital Center
(A Division of CH Allied Services, Inc.)

Balance Sheets

December 31

	1999	1998		1999	1998
	<i>(In Thousands)</i>			<i>(In Thousands)</i>	
Assets					
Current assets:					
Cash and cash equivalents	\$ 47,016	\$ 45,817		\$ 5,470	\$ 4,147
Assets limited as to use for current operations (Note 3)	1,150	1,148		7,338	6,471
Accounts receivable:				8,780	9,795
Patients (less allowances for uncollectible accounts - \$ 6,662 at 1999; \$4,890 at 1998)	28,831	23,735		3,496	3,769
Other	2,256	1,673		<u>25,084</u>	<u>24,182</u>
Other current assets	3,314	3,172			
Total current assets	<u>82,567</u>	<u>75,545</u>			
Assets limited as to use (Note 3):					
Board-designated for capital improvements	4,374	4,173		3,833	3,737
Held by trustee under self-insurance arrangements	3,694	3,102		7,613	6,554
Total assets limited as to use	<u>8,068</u>	<u>7,275</u>		<u>11,446</u>	<u>10,291</u>
Property and equipment - net (Note 4)	43,447	36,865		<u>36,530</u>	<u>34,473</u>
Other assets	476	689			
Total assets	<u>\$134,558</u>	<u>\$120,374</u>			
			Liabilities and net assets		
			Current liabilities:		
			Accounts payable	\$ 5,470	\$ 4,147
			Accrued expenses and other	7,338	6,471
			Estimated balance due to third-party payors	8,780	9,795
			Due to affiliates (Note 5)	3,496	3,769
			Total current liabilities	<u>25,084</u>	<u>24,182</u>
			Noncurrent liabilities:		
			Reserves for self-insurance	3,833	3,737
			Other	7,613	6,554
			Total noncurrent liabilities	<u>11,446</u>	<u>10,291</u>
			Total liabilities	<u>36,530</u>	<u>34,473</u>
			Net assets:		
			Unrestricted	97,773	85,581
			Temporarily restricted	255	320
			Total net assets	<u>98,028</u>	<u>85,901</u>
			Total liabilities and net assets	<u>\$134,558</u>	<u>\$120,374</u>

See accompanying notes.

Boone Hospital Center
(A Division of CH Allied Services, Inc.)

Statements of Operations

	Year ended December 31	
	1999	1998
	<i>(In Thousands)</i>	
Unrestricted revenues, gains, and other support:		
Net patient service revenues	\$135,982	\$131,151
Other operating revenues	4,661	4,782
Total revenues	<u>140,643</u>	<u>135,933</u>
Expenses:		
Salaries and benefits	56,350	53,017
Supplies and other	61,202	60,542
Depreciation and amortization	7,508	6,180
Provision for bad debts	3,790	3,220
Total expenses	<u>128,850</u>	<u>122,959</u>
Operating income	11,793	12,974
Investment income	2,749	2,900
Gifts and other, net	<u>(2,597)</u>	<u>(2,591)</u>
	152	309
Excess of revenues over expenses	<u>11,945</u>	<u>13,283</u>
Unrealized gain (loss) on investments, net	247	(366)
Transfer to CH Allied Services, Inc.	-	(1,000)
Transfer to Visiting Nurses Association	-	(580)
Capital contribution	-	23
Increase in unrestricted net assets	<u>\$ 12,192</u>	<u>\$ 11,360</u>

See accompanying notes.

Boone Hospital Center
(A Division of CH Allied Services, Inc.)

Statements of Changes in Net Assets

	Year ended December 31	
	1999	1998
	<i>(In Thousands)</i>	
Unrestricted net assets		
Excess of revenues over expenses	\$ 11,945	\$ 13,283
Unrealized gain (loss) on investments, net	247	(366)
Transfer to CH Allied Services, Inc.	-	(1,000)
Transfer to Visiting Nurses Association	-	(580)
Capital contribution	-	23
Increase in unrestricted net assets	<u>12,192</u>	<u>11,360</u>
Temporarily restricted net assets		
Decrease in temporarily restricted net assets	<u>(65)</u>	<u>(61)</u>
Increase in net assets	12,127	11,299
Beginning net assets	<u>85,901</u>	<u>74,602</u>
Ending net assets	<u>\$ 98,028</u>	<u>\$ 85,901</u>

See accompanying notes.

Boone Hospital Center
(A Division of CH Allied Services, Inc.)

Statements of Cash Flows

	Year ended December 31	
	1999	1998
	<i>(In Thousands)</i>	
Operating activities		
Increase in net assets	\$ 12,127	\$ 11,299
Noncash revenues and expenses included in increase in net assets:		
Depreciation and amortization	7,508	6,927
Unrealized (gains) losses on investments, net	(247)	366
Increase in reserves for self-insurance	96	454
Net decrease in accounts receivable, other current assets, current liabilities, other assets; and other liabilities	(3,649)	(3,989)
Net cash provided by operating activities	<u>15,835</u>	<u>15,057</u>
Investing activities		
Decrease in assets limited as to use	(546)	(312)
Purchases of property and equipment – net	(14,090)	(12,050)
Net cash used in investing activities	<u>(14,636)</u>	<u>(12,362)</u>
Net increase in cash and cash equivalents	1,199	2,695
Cash and cash equivalents, beginning of year	45,817	43,122
Cash and cash equivalents, end of year	<u>\$ 47,016</u>	<u>\$ 45,817</u>

See accompanying notes.

EXHIBIT K

Lessor Counsel Opinion Letter

[Jones, Schneider and Bartlett]

_____, 2001

Board of Trustees of Boone County Hospital
1600 East Broadway
Columbia, Missouri 65201
Attention: President

Re: Lease Agreement ("Lease") dated April ____, 2001 by and between The Board of Trustees of Boone County Hospital ("Lessor") and CH Allied Services, Inc. ("Lessee").

Gentlemen:

We are attorneys for Lessor in connection with the above-captioned Lease. In the course of our representation, we have reviewed and examined an executed copy of the Lease.

In rendering the opinions set forth herein, we have also examined originals or copies, certified to our satisfaction, of such (i) certificates of public officials, (ii) certificates of representatives of Lessor, and (iii) other documents and records as we have deemed relevant or necessary for such opinions. In connection with such examination, we have assumed without independent investigation on our part but with your permission (i) the genuineness of all signatures (other than the signatures of representatives of Lessor), (ii) the authenticity of all documents submitted to us as originals, the conformity with the originals of all documents submitted to us as certified, conformed, photographic or telecopied copies and the authenticity of the originals of such latter documents, and (iii) that all certificates and telecopied and telephonic confirmations given by public officials have been properly given and are accurate.

In rendering the opinions set forth herein, we have further assumed, without independent investigation, but with your permission, that: (a) Lessee has full right, power and authority to enter into and to carry out its obligations under the Lease; (b) the execution, delivery and performance of the Lease has been duly authorized by all necessary action and proceedings on the part of Lessee, and the Lease has been duly executed and delivered by Lessee and constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms; (c) the legal capacity of all natural persons; (d) Lessor is the owner of or has such other rights in the property which is the subject of the Lease to support Lessor's grant of a leasehold interest to Lessee; (e) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; and (f) the conduct of the parties to the Lease have complied with any requirement of good faith, fair dealing and conscionability.

We have not made an independent examination of the title to the property which is the subject of the Lease and consequently express no opinion of the status of the title to any portion of the real property or personal property which is the subject of the Lease.

Whenever our opinion herein is indicated to be based on our knowledge, it is limited to the current, actual knowledge of the attorneys of our firm who have devoted substantive attention to legal matters referred to us by the Lessor. Except to the extent expressly set forth herein, however, we have not undertaken any independent investigation as to such matters (including any investigation of our files), and no inference as to our knowledge of such matters should be drawn from our representation of Lessor.

Whenever we have stated that we have assumed any matter, it is intended to indicate that we have assumed such matter without making any factual, legal or other inquiry, investigation or verification, and without expressing any opinion or conclusion of any kind concerning any such matters.

Based upon the foregoing and subject to the qualifications, limitations, conditions and assumptions set forth in this opinion, we are of the opinion that, as of the date hereof:

1. Lessor is a county owned hospital organized pursuant to the County Hospital's Act, as amended, Chapter 205 RSMo. 1980 (the "Act"), duly organized and validly existing under the laws of the State of Missouri, with all requisite power to own, lease and operate its properties and assets and to carry on its businesses as they are now being conducted.
2. Lessor has full power and authority to enter into and carry out the terms and provisions of the Lease and the transactions contemplated hereby; all proceedings have been taken and all authorizations have been secured by Lessor which are necessary to authorize the execution, delivery and performance of the Lease; and the Lease has been duly and properly executed and delivered and constitutes the legal, valid and binding obligation of Lessor.
3. To the best of counsel's knowledge, the execution and delivery of the Lease and the consummation of the transactions contemplated thereby will not conflict with or result in a material violation or breach of any term or provision of, or constitute a default under, any indenture, mortgage, lease, contract, agreement, instrument, commitment or other arrangement to which Lessor is a party or by which it is or may be bound; nor will such action result in any violations of any statute, order, judgment, writ, injunction, decree, license, permit, rule or regulation of any court or any governmental or regulatory body by which Lessor is bound.

Notwithstanding anything to the contrary, expressly stated or implied, each of the opinions hereinabove expressed are subject to the following further qualifications, whether or not such opinions refer to such qualifications:

- (a) The foregoing opinions are subject to (i) limitations imposed by any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws affecting creditors rights generally, and certain judicially developed doctrines relevant to any of the foregoing, (ii) the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law), and (iii) limitations imposed by public policy under certain circumstances on the enforceability of provisions indemnifying a party against liability for its own wrongful or negligent acts or otherwise.
- (b) Certain remedial provisions of the Lease may be unenforceable in whole or in part or limited by applicable laws and judicial decisions, and the unenforceability or limitation of such provisions may result in delays in the enforcement of Lessee's rights and remedies under the Lease (and we express no opinion as to the economic consequences, if any, of such delays).
- (c) We express no opinion concerning the enforceability of (i) waivers of any constitutional, statutory, or common law rights, (ii) any covenants or warranties regarding the exercise of rights without appropriate notice and hearing, (iii) any indemnification provisions, to the extent such provisions are deemed to be against public policy or federal or state laws, (iv) provisions relating to arbitration of disputes, (v) provisions relating to choice of law, (vi) provisions to the effect that provisions of the Lease may not be waived or modified except in writing, (vii), (viii) provisions regarding liquidated damages and (x) judicial discretion regarding the determination of the amount of damages and entitlement to attorney fees and other costs.

This opinion is limited to the matters expressly stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated. All representations, warranties, and guarantees which might be implied in the foregoing opinion are hereby disclaimed.

The foregoing opinions are limited to the laws of the United States and the State of Missouri, and we express no opinion with respect to the laws of any other state or jurisdiction.

This opinion is issued only with respect to the present status of the law in the State of Missouri, and we undertake no obligation or responsibility to update or supplement this opinion in response to subsequent changes in the law or future events affecting the transactions contemplated by the Lease. This opinion is made as of the date hereof. Unless we are given an opportunity to amend this opinion, this opinion shall not apply to any amendment or modification to any Lease.

Very truly yours, _____

EXHIBIT L

County Counsel Opinion Letter

[John Patton]

_____, 2001

CH Allied Services, Inc.
11155 Dunn Road
St. Louis, Missouri 63136
Attention: President

Re: Lease Agreement ("Lease") dated April _____, 2001 by and between The Board of Trustees of Boone County Hospital ("Lessor") and CH Allied Services, Inc. ("Lessee").

Gentlemen:

I am _____ counsel to Boone County ("County") and have acted as such in connection with the above-captioned Lease. I have reviewed and examined an executed copy of the Lease.

In rendering the opinions set forth herein, I have also examined originals or copies, certified to my satisfaction, of such (i) certificates of public officials, (ii) certificates of representatives of Lessor, and (iii) other documents and records as I have deemed relevant or necessary for such opinions. In connection with such examination, I have assumed without independent investigation on my part but with your permission (i) the genuineness of all signatures (other than the signatures of representatives of Lessor), (ii) the authenticity of all documents submitted to me as originals, the conformity with the originals of all documents submitted to me as certified, conformed, photographic or telecopied copies and the authenticity of the originals of such latter documents, and (iii) that all certificates and telecopied and telephonic confirmations given by public officials have been properly given and are accurate.

In rendering the opinions set forth herein, I have further assumed, without independent investigation, but with your permission, that: (a) Lessee has full right, power and authority to enter into and to carry out its obligations under the Lease; (b) the execution, delivery and performance of the Lease has been duly authorized by all necessary action and proceedings on the part of Lessee, and the Lease has been duly executed and delivered by Lessee and constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms; (c) the legal capacity of all natural persons; (d) Lessor is the owner of or has such other rights in the property which is the subject of the Lease to support Lessor's grant of a leasehold interest to Lessee; (e) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; and (f) the conduct of the parties to the Lease have complied with any requirement of good faith, fair dealing and conscionability.

I have not made an independent examination of the title to the property which is the subject of the Lease and consequently express no opinion of the status of the title to any portion of the real property or personal property which is the subject of the Lease.

Whenever my opinion herein is indicated to be based on my knowledge, it is limited to my current, actual knowledge. Except to the extent expressly set forth herein, however, I have not undertaken any independent investigation as to such matters (including any investigation of my files), and no inference as to my knowledge of such matters should be drawn from my position as _____ counsel.

Whenever I have stated that I have assumed any matter, it is intended to indicate that I have assumed such matter without making any factual, legal or other inquiry, investigation or verification, and without expressing any opinion or conclusion of any kind concerning any such matters.

Based upon the foregoing and subject to the qualifications, limitations, conditions and assumptions set forth in this opinion, I am of the opinion that, as of the date hereof:

1. Lessor is a county owned hospital organized pursuant to the County Hospital's Act, as amended, Chapter 205 RSMo. 1980 (the "Act"), duly organized and validly existing under the laws of the State of Missouri, with all requisite power to own, lease and operate its properties and assets and to carry on its businesses as they are now being conducted.
2. Lessor and County have full power and authority to enter into and carry out the terms and provisions of the Lease and the transactions contemplated hereby; all proceedings have been taken and all authorizations have been secured by Lessor and County which are necessary to authorize the execution, delivery and performance of the Lease; and the Lease has been duly and properly executed and delivered and constitutes the legal, valid and binding obligation of Lessor and County.
3. The execution and delivery of the Lease and the consummation of the transactions contemplated thereby will not result in any violations of any statute, order, judgment, writ, injunction, decree, license, permit, rule or regulation of any court or any governmental or regulatory body by which Lessor or County is bound, specifically including Section 432.070 RSMo. 1986.

Notwithstanding anything to the contrary, expressly stated or implied, each of the opinions hereinabove expressed are subject to the following further qualifications, whether or not such opinions refer to such qualifications:

- (a) The foregoing opinions are subject to (i) limitations imposed by any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws affecting creditors rights generally, and certain judicially developed doctrines relevant to any of the foregoing, (ii) the effect of general

principles of equity (regardless of whether considered in a proceeding in equity or at law), and (iii) limitations imposed by public policy under certain circumstances on the enforceability of provisions indemnifying a party against liability for its own wrongful or negligent acts.

- (b) Certain remedial provisions of the Lease may be unenforceable in whole or in part or limited by applicable laws and judicial decisions, and the unenforceability or limitation of such provisions may result in delays in the enforcement of Lessee's rights and remedies under the Lease (and I express no opinion as to the economic consequences, if any, of such delays).
- (c) I express no opinion concerning the enforceability of (i) waivers of any constitutional, statutory, or common law rights, (ii) any covenants or warranties regarding the exercise of rights without appropriate notice and hearing, (iii) any indemnification provisions, to the extent such provisions are deemed to be against public policy or federal or state laws, (iv) provisions relating to arbitration of disputes, (v) provisions relating to choice of law, (vi) provisions to the effect that provisions of the Lease may not be waived or modified except in writing, (vii), (viii) provisions regarding liquidated damages and (x) judicial discretion regarding the determination of the amount of damages and entitlement to attorney fees and other costs.

This opinion is limited to the matters expressly stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated. All representations, warranties, and guarantees which might be implied in the foregoing opinion are hereby disclaimed.

The foregoing opinions are limited to the laws of the United States and the State of Missouri, and I express no opinion with respect to the laws of any other state or jurisdiction.

This opinion letter is furnished by me solely for your benefit and the benefit of your successors and your assignees under the Lease, and it may not be relied upon, quoted from or delivered to any person other than your successors and your assignees under the Lease or used for any other purpose without my prior written consent. This opinion is issued only with respect to the present status of the law in the State of Missouri, and I undertake no obligation or responsibility to update or supplement this opinion in response to subsequent changes in the law or future events affecting the transactions contemplated by the Lease. This opinion is made as of the date hereof. Unless I am given an opportunity to amend this opinion, this opinion shall not apply to any amendment or modification to any Lease.

Very truly yours,

EXHIBIT M

Lessee Counsel Opinion Letter

23065292v7

_____, 2001

Board of Trustees of Boone County Hospital
1600 East Broadway
Columbia, Missouri 65201
Attention: Chairman

Re: Lease Agreement ("Lease") dated April ____, 2001 by and between The Board of Trustees of Boone County Hospital ("Lessor") and CH Allied Services, Inc. ("Lessee").

Gentlemen:

I am associate general counsel to Lessee and have acted as such in connection with the above-captioned Lease. I have reviewed and examined an executed copy of the Lease.

In rendering the opinions set forth herein, I have also examined originals or copies, certified to my satisfaction, of such (i) certificates of public officials, (ii) certificates of representatives of Lessee, and (iii) other documents and records as I have deemed relevant or necessary for such opinions. In connection with such examination, I have assumed without independent investigation on my part but with your permission (i) the genuineness of all signatures (other than the signatures of representatives of Lessee), (ii) the authenticity of all documents submitted to me as originals, the conformity with the originals of all documents submitted to me as certified, conformed, photographic or telecopied copies and the authenticity of the originals of such latter documents, and (iii) that all certificates and telecopied and telephonic confirmations given by public officials have been properly given and are accurate.

In rendering the opinions set forth herein, I have further assumed, without independent investigation, but with your permission, that: (a) Lessor has full right, power and authority to enter into and to carry out its obligations under the Lease; (b) the execution, delivery and performance of the Lease has been duly authorized by all necessary action and proceedings on the part of Lessor and Boone County, and the Lease has been duly executed and delivered by Lessor and constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms; (c) the legal capacity of all natural persons; (d) Lessor is the owner of or has such other rights in the property which is the subject of the Lease to support Lessor's grant of a leasehold interest to Lessee; (e) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; and (f) the conduct of the parties to the Lease have complied with any requirement of good faith, fair dealing and conscionability.

I have not made an independent examination of the title to the property which is the subject of the Lease and consequently express no opinion of the status of the title to any portion of the real property or personal property which is the subject of the Lease.

Nothing in this opinion should be construed as a representation, warranty, or guarantee of any economic performance with respect to the Lease. I have assumed that Lessor has evaluated the risks and rewards associated with the Lease and that Lessor has made an independent determination of the prospects for Lessee's performance under the Lease. I am not passing upon and do not assume any responsibility for the accuracy, sufficiency, completeness or fairness of any statements, representations, warranties, descriptions, information or financial data supplied to Lessor with respect to the Lease or the transactions contemplated thereby.

Whenever my opinion herein is indicated to be based on my knowledge, it is limited to my current, actual knowledge. Except to the extent expressly set forth herein, however, I have not undertaken any independent investigation as to such matters (including any investigation of my or Lessee's files), and no inference as to my knowledge of such matters should be drawn from my position as associate general counsel.

Whenever I have stated that I have assumed any matter, it is intended to indicate that I have assumed such matter without making any factual, legal or other inquiry, investigation or verification, and without expressing any opinion or conclusion of any kind concerning any such matters.

Based upon the foregoing and subject to the qualifications, limitations, conditions and assumptions set forth in this opinion, I am of the opinion that, as of the date hereof:

1. Lessee is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Missouri, with all requisite corporate power to own, lease and operate its properties and assets and to carry on its businesses as they are now being conducted.
2. Lessee has full power and authority to enter into and carry out the terms of provisions of the Lease and the transactions contemplated hereby; all corporate proceedings have been taken and all corporate authorizations have been obtained by Lessee which are necessary to authorize the execution, delivery and performance of the Lease; and the Lease has been duly and properly executed and delivered and constitutes the legal, valid and binding obligation of Lessee.
3. To the best of my knowledge, the execution and delivery of the Lease and the consummation of the transactions contemplated thereby will not conflict with or result in a material violation or breach of any term or provision of, or constitute a default under, any indenture, mortgage, lease, contract, agreement, instrument, commitment or other arrangement to which Lessee is a party or by which it is or may be bound; nor will such action result in any violations of the articles of incorporation or bylaws of Lessee or any statute, order, judgment, writ,

injunction, decree, license, permit, rule or regulation of any court or any governmental or regulatory body by which Lessee is bound.

Notwithstanding anything to the contrary, expressly stated or implied, each of the opinions hereinabove expressed are subject to the following further qualifications, whether or not such opinions refer to such qualifications:

- (a) The foregoing opinions are subject to (i) limitations imposed by any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws affecting creditors rights generally, and certain judicially developed doctrines relevant to any of the foregoing, (ii) the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law), and (iii) limitations imposed by public policy under certain circumstances on the enforceability of provisions indemnifying a party against liability for its own wrongful or negligent acts.
- (b) Certain remedial provisions of the Lease may be unenforceable in whole or in part or limited by applicable laws and judicial decisions, and the unenforceability or limitation of such provisions may result in delays in the enforcement of Lessor's rights and remedies under the Lease (and I express no opinion as to the economic consequences, if any, of such delays).
- (c) I express no opinion concerning the enforceability of (i) waivers of any constitutional, statutory, or common law rights, (ii) any covenants or warranties regarding the exercise of rights without appropriate notice and hearing, (iii) any indemnification provisions, to the extent such provisions are deemed to be against public policy or federal or state laws, (iv) provisions relating to arbitration of disputes, (v) provisions relating to choice of law, (vi) provisions to the effect that provisions of the Lease may not be waived or modified except in writing, (vii) provisions regarding liquidated damages, and (viii) judicial discretion regarding the determination of the amount of damages and entitlement to attorney fees and other costs.

This opinion is limited to the matters expressly stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated. All representations, warranties, and guarantees which might be implied in the foregoing opinion are hereby disclaimed.

The foregoing opinions are limited to the laws of the United States and the State of Missouri, and I express no opinion with respect to the laws of any other state or jurisdiction.

This opinion letter is furnished by me solely for your benefit and the benefit of your successors and your assignees under the Lease, and it may not be relied upon, quoted from or delivered to any person other than your successors and your assignees under the Lease or used for any other purpose without my prior written consent. This opinion is issued only with respect to the present status of the law in the State of Missouri, and I undertake no obligation or responsibility to update or supplement this opinion in response to subsequent changes in the law

or future events affecting the transactions contemplated by the Lease. This opinion is made as of the date hereof. Unless I am given an opportunity to amend this opinion, this opinion shall not apply to any amendment or modification to any Lease.

Very truly yours,

David R. Aplington
Associate General Counsel