

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI



ea.

December Session of the October Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

16<sup>th</sup>

day of December

20 10

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

Now on this day the County Commission of the County of Boone does hereby adopt the Boone County operating budget for fiscal year 2011. The adopted budget shall consist of all appropriations included in the Proposed Budget submitted to the County Commission by the County Auditor, subject to the adjustments authorized by the County Commission that are specified in the attached schedule.

Total appropriations are set forth by line item and are summarized at follows:

- 1) by category of expenditure (i.e., class 1, class 2, etc.);
- 2) by office, department or spending agency; and,
- 3) by fund.

Appropriations may not be exceeded at the class level, for a given office or department, without approval by the legal appropriating authority. Total appropriations for each fund are set forth in the individual Fund Statements (attached) and are published in the County's FY 2011 Budget.

~~The Proposed Budget submitted by the County Auditor, which is hereby incorporated into this~~  
 appropriation order by reference, contains detailed documentation and descriptions for each line-item account within each category of expenditure. Appropriations shall be expended only for the purposes that are within the intent of the category in which they are included.

**The County Commission approves all employee positions included in the Proposed Budget, adjusted for Commission changes noted in the attached schedule, together with the specified budgeted hours, range, and benefit status for each position.**

The County Commission approves appropriations for the specific fixed assets identified in the various fixed asset appropriation accounts and authorizes procurement of the same in accordance with County procurement policies adopted by the County Commission.

The County Commission authorizes the County Auditor to re-appropriate unspent FY 2010 grant funds (which may be carried forward into FY 2011 according to the terms of the grant award) upon determination of the actual grant award remaining and available for carry-forward at the end of FY 2010.

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

Term. 20 10

In the County Commission of said county, on the  
the following, among other proceedings, were had, viz:

16<sup>th</sup> day of December 20 10

Done this 16<sup>th</sup> day of December, 2010.

Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner

ATTEST:

Wendy S. Noren  
Clerk of the County Commission

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

16<sup>th</sup>

day of December

20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the tentative grant award based on changes to the original grant application for 2008-VAWA-0061 Commission Order 404-2010. It is further ordered the Presiding Commissioner is hereby authorized to sign said tentative grant award.

Done this 16<sup>th</sup> day of December, 2010.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

**From:** Bonnie Adkins  
**To:** Elkin, Skip; Karen Miller; Pearson, Ken  
**Date:** 12/14/2010 10:58 AM  
**Subject:** DOVE Grant

**CC:** Johnson, Kristina  
Agenda item for tomorrow:

FYI - We received the tentative Award of Contract for our DOVE grant yesterday. We requested funding for our two Recovery Act positions but they did not approve that request. The tentative award is \$58,855.00, the same amount we have been receiving for the past few years.

We are requesting your approval, based on changes made to the application. We will receive the final Award of Contract after the changes are approved by the Department of Public Safety.

If you have any questions please let me know. Thank you.

This email may contain confidential and/or privileged information. If you are not the intended recipient (or have received this email in error), please notify the sender immediately and destroy this email. Any unauthorized copying, disclosure, or distribution of the material in this email is strictly forbidden.

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APPLICATION FOR FUNDING

Missouri Department of Public Safety
Office of the Director
P.O. Box 749
Jefferson City, MO 65102

1-573-751-4905
website: www.dps.mo.us



SECTION 1 - INSTRUCTIONS This application must be typewritten. Please refer to the enclosed instructions to complete this form.

SECTION 2 - GRANT PROGRAMS

Form with checkboxes for grant programs: VOCA - Victims of Crime Act, SSVF - State Services to Victims Fund, STOP VAWA - STOP Violence Against Women Act, Sexual Assault Services Program, Recovery Act VAWA, Recovery Act VOCA. Includes DUNS # 073755977 and CCR # 4SWR3.

SECTION 3 - APPLICANT AGENCY

Boone County Prosecutor, PHONE 573-886-4100, FAX 573-886-4148

705 E. Walnut Street, ADDRESS

Columbia, MO, 65201, CITY, STATE, ZIP

Faith-Based (Religiously Affiliated) Organization? Yes [ ] No [x]

SECTION 4 - APPLICANT AUTHORIZED OFFICIAL

Kenneth Pearson, PHONE 573-886-4305, FAX 573-886-3311

Presiding Commissioner, TITLE

801 E. Walnut Street, AGENCY

ADDRESS

Columbia, MO, 65201, CITY, STATE, ZIP

SECTION 5 - APPLICANT PROJECT DIRECTOR

Bonnie J. Adkins, PHONE 573-886-4112, FAX 573-886-4148

Office Administrator, TITLE

Boone County Prosecuting Attorney, AGENCY

705 E. Walnut Street, ADDRESS

Columbia, MO, 65201, CITY, STATE, ZIP

SECTION 6 - APPLICANT FISCAL OFFICER

Jan Fugit, PHONE 573-886-4365, FAX 573-886-4369

Boone County Treasurer, TITLE

801 E. Walnut Street Room 112, AGENCY

ADDRESS

Columbia, MO, 65201, CITY, STATE, ZIP

SECTION 7 - NON-PROFIT BOARD CHAIRPERSON (IF APPLICABLE)

NAME, PHONE, FAX

TITLE

AGENCY

ADDRESS

CITY, STATE, ZIP

SECTION 8 - PROJECT TITLE

Domestic Violence Enforcement Unit

SECTION 9 - TYPE OF APPLICATION

[ ] New [ ] Revised [ ] Renewal [x] Continuation

SECTION 10 - CURRENT CONTRACT NUMBER(S)

2008-VAWA-0061

SECTION 11 - APPLICANT AGENCY'S FEDERAL TAX I.D. #

43-6000349

SECTION 12 - PROGRAM CATEGORY

SECTION 13 - CONTRACT PERIOD

BEGINNING DATE 1/1/2011 ENDING DATE 12/31/2011

SECTION 14 - TYPE OF PROJECT

[ ] Statewide [ ] Regional [x] Local

SECTION 15 - PROGRAM INCOME

Will Program Income be generated? [ ] Yes [x] No

SECTION 16 - BUDGET

PERSONNEL 78,473.63, TOTAL COST

VOLUNTEER MATCH

TRAVEL

EQUIPMENT

SUPPLIES/OPERATIONS

CONTRACTUAL

RENOVATION/CONSTRUCTION

TOTAL PROJECT COSTS 78,473.63

FEDERAL/STATE SHARE 75 % 58,855.22

LOCAL MATCH SHARE 25 % 19,618.41

SECTION 17 - AUTHORIZED OFFICIAL'S SIGNATURE

Signature and Date 12/16/2010

**PERSONNEL**

**PROJECT TITLE:** Domestic Violence Enforcement Unit (DOVE Unit)

**APPLICANT AGENCY:** Boone County Prosecuting Attorney

**INSTRUCTIONS**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Include all personnel to be employed on the proposed project.</li> <li>2. Under <b>Title or Position</b>, list each proposed position.</li> <li>3. Under <b>Name of the Individual</b>, list the name of the person who will fill each proposed position (if known, if not known list TBH).</li> <li>4. Show <b>Gross Monthly Salary</b> for each individual and show the <b>Percent of Time</b> to be funded by this grant. <b>The minimum % of time that may be budgeted on the grant is 10%. We will not fund any position that is listed as less than 10%.</b></li> <li>5. The <b>Total Costs</b> should be calculated as follows:<br/><b>(Salary/Month) x (% of Grant Funded time) x (Months to be Employed).</b></li> </ol> | <ol style="list-style-type: none"> <li>6. Under the <b>Fringe Benefits</b> section, identify the particular benefits such as social security, workers' compensation, medical insurance, etc. If dental and vision insurance are not included in the health insurance premium they should be listed separately.</li> <li>7. Under the column entitled <b>Basis for Cost Estimate</b>, enter the formula for computing the cost for each fringe benefit. All fringe benefits provided must be itemized and prorated based upon the % of grant funded time.</li> <li>8. Enter the total in the <b>Total Cost</b> column.</li> </ol> |
|---|--|

TITLE OR POSITION	NAME OF INDIVIDUAL	SALARY PER MONTH	FT OR PT	% OF GRANT FUNDED TIME	MONTHS TO BE EMPLOYED	TOTAL COST
Assistant Prosecutor	Andrea Hayes	4,780.53	FT	68.4	12.00	39,238.61
Assistant Prosecutor	Cecily Daller	4,624.53	FT	70.70	12.00	39,235.02

**SUBTOTAL** \$ 78,473.63

FRINGE BENEFITS	BASIS FOR COST ESTIMATE (must be prorated based on % of grant funded time)	
F.I.C.A. & Medicare (0765)		
PENSION/RETIREMENT		
LIFE INSURANCE		
MEDICAL INSURANCE		
UNEMPLOYMENT COMPENSATION		
WORKERS' COMPENSATION LIAB.		
OTHER (PLEASE IDENTIFY)		
<b>SUBTOTAL</b>		\$ 0.00

<b>State/Federal Share</b>	<b>\$</b>	58,855.22	<b>TOTAL PERSONNEL COST</b>	<b>\$</b> 78,473.63
<b>Local Match Share</b>	<b>\$</b>	19,618.41		

**STOP APPLICATION SUMMARY REPORT**

Agency Name: **Boone County Prosecuting Attorney**

Program Title: **Domestic Violence Enforcement Unit (DOVE Unit)**

Authorized Official Name and Address	Project Director Name and Address	Contact Person Name and Address
Name: <u>Kenneth Pearson</u>	Name: <u>Bonnie Adkins</u>	Name: <u>Bonnie Adkins</u>
Address: <u>801 E Walnut Street</u>	Address: <u>705 E Walnut Street</u>	Address: <u>705 E Walnut Street</u>
City: <u>Columbia</u>	City: <u>Columbia</u>	City: <u>Columbia</u>
State/Zip: <u>MO/65201</u>	State/Zip: <u>MO/65201</u>	State/Zip: <u>MO/65201</u>
E-Mail: <u>kpearson@boonecountymo.org</u>	E-Mail: <u>badkins@boonecountymo.org</u>	E-Mail: <u>badkins@boonecountymo.org</u>
Phone Number: ( <u>573</u> ) <u>886</u> - <u>4305</u>	Phone Number: ( <u>573</u> ) <u>886</u> - <u>4112</u>	Phone Number: ( <u>573</u> ) <u>886</u> - <u>4112</u>
Fax Number: ( <u>573</u> ) <u>886</u> - <u>3311</u>	Fax Number: ( <u>573</u> ) <u>886</u> - <u>4148</u>	Fax Number: ( <u>573</u> ) <u>886</u> - <u>4148</u>

STOP Program Funds Requested: \$ 58,855.22

Local Match Share Required: \$ 19,618.41

Source(s) of Local Match:

**Boone County Government - General Fund**

Geographic Area to be Served by this Project: **Boone County, Missouri**

The requested STOP Program funds will be used for: (Prorate percentage of time if project covers more than one category.)

Courts  Law Enforcement  Prosecution  Victim Services Project  Other/Combination (specify) \_\_\_\_\_

% Courts  % Law Enforcement  % Prosecution  % Victim Services  %Other (specify) \_\_\_\_\_

The requested STOP Program funds will be used to:

Fund a New STOP Project

Expand/Enhance an Existing STOP Project

Continue an Existing STOP Project

The Focus of this project is on: (Check all that apply.)

Domestic Violence  Sexual Assault  Stalking  Training  Other (Please explain) \_\_\_\_\_

Indicate the anticipated number of victims to be served by this STOP funded project: 1,200 Total Victims of Crime  Hotline Calls

If a domestic violence shelter, indicate the anticipated number of women and children to be served, by this STOP funded project, in shelter and outreach services, the number of anticipated hotline calls and the anticipated number of bednights.

Women  Children  Hotline Calls  Bednights

If a training/technical assistance project, show the anticipated number of people and/or communities to be trained:

People  Communities

Give a brief summary of the services to be offered by this STOP Program project:

The Boone County Prosecutor's Office is dedicated to addressing the needs of domestic violence victims in Boone County and we have been a part of the Domestic Violence Enforcement Unit (DOVE Unit), a continuing collaboration of agencies, since 1998. The mission of the DOVE Unit is to decrease the level of domestic violence by investigating domestic violence cases, promoting deterrence, assisting victims and interrupting the cycle of violence. The domestic violence prosecutors interview victims, allow them to express their wishes about the case outcome and attempt to prosecute even the cases where the victim is uncooperative. The DOVE Unit continues to be a vital program dedicated to serving victims of domestic violence in Boone County.

**PERSONNEL INFORMATION**

***Grant Project Staff Only***

Staff Member	Brief List of Experience and Current Job Responsibilities
1. <u>Andrea Hayes</u> (Name)  <u>Assistant Prosecutor</u> (Title)	Juris Doctorate - May 2004 Washburn University School of Law. Assistant Prosecutor for Audrain County October 2005-August 1, 2007. DV Prosecutor for Boone County August 2, 2007- present. Current responsibilities include reviewing DV cases, preparing DV cases for trial by identifying witnesses, internal investigation, interviewing victims and establishing trial strategy designed to secure a guilty verdict.
2. <u>Cecily Daller</u> (Name)  <u>Assistant Prosecutor</u> (Title)	Juris Doctorate - September 2005 - University of Missouri-Columbia School of Law. Assistant Attorney General July 2005-December 2006. Assistant Prosecutor for Boone County January, 2007-present. Current responsibilities include reviewing DV cases, preparing DV cases for trial by identifying witnesses, internal investigation, interviewing victims and establishing trial strategy designed to secure a guilty verdict.
3. _____ (Name)  _____ (Title)	
4. _____ (Name)  _____ (Title)	
5. _____ (Name)  _____ (Title)	
6. _____ (Name)  _____ (Title)	



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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December Session of the October Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the 16<sup>th</sup> day of December 20 10

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

Now on this day the County Commission of the County of Boone does hereby award bid 52-18Nov10 Crushed Stone Aggregate and Chip Seal Products, to both Con-Agg of MO, L.L.C. and Mid-Missouri Limestone, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 16<sup>th</sup> day of December, 2010.

ATTEST:

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

*Kenneth M. Pearson*  
Kenneth M. Pearson  
Presiding Commissioner

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

*Skip Elkin*  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Tyson Boldan**  
Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Tyson Boldan  
DATE: November 24, 2010  
RE: Bid Award Recommendation: 52-18NOV10 - Crushed Stone Aggregate and Chip Seal Products Term and Supply

The Bid for Crushed Stone Aggregate and Chip Seal Product Term and Supply closed on November 18, 2010. Two bids were received. Purchasing and the Boone County Public Works Department recommend a dual award between Con-Agg of MO, L.L.C. and Mid-Missouri Limestone, Inc. For this bid, the distance between providers and the drop-off locations for aggregate affect the price. Boone County will receive the lowest and best possible price by awarding both providers and making orders according to the over all cost while factoring in mileage expenses outlined in the bid responses.

This is a term and supply contract. Purchases from this contract will be paid from department 2040 – Public Works Maintenance Operations, Accounts 26200 – Rock and 262001 – Rock Vendor Hauled. \$1,200,000.00 is budgeted for this Term and Supply for the 2011 Year.

Attached is the Bid Tabulation and a department Memo for your review.

ATT: Bid Tabulation  
Public Works memo

cc: Chet Dunn  
Bid File

# Boone County Purchasing

Tyson Boldan,  
Buyer



601 E. Walnut, Rm. 209  
Columbia, MO 65201  
(573) 886-4392  
(573) 886-4390

TO: Derin Campbell  
Public Works Director

FROM: Tyson Boldan,  
Buyer

DATE: November 22, 2010

RE: Bid Award Recommendation 53-18NOV10 – Crushed Stone Aggregate and Chip Seal Products

Attached is the bid tabulation for the bid response received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

## DEPARTMENT REPLY:

Please complete the following:

Department Number: 2040

Account Number: 26200 + 26201

Budgeted: \$ 1.7 mil

Award Bid to both bidders Con-Agg of MO, L.L.C. and Mid-Missouri Limestone, Inc.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

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

Administrative Authority Signature: Derin Campbell

Derin Campbell

Date: 11/24/10

# Boone County Public Works

Chet Dunn  
Interim Manager  
Maintenance Operations Division




5551 Highway 63 South  
Columbia, Missouri 65201-9711  
(573) 449-8515 ext (253)  
FAX (573) 875-1602  
EMAIL: [cdunn@boonecountymo.org](mailto:cdunn@boonecountymo.org)  
[www.showmeboone.com](http://www.showmeboone.com)

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Date: November 24, 2010

To: Tyson Boldan

From: Chet Dunn 

Subject: Awarding Bid for Crushed Stone Aggregate and Chip Seal products

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Tyson,

The reason for awarding both Bidders is because of the locations of the Quarries. The different locations allow the department to utilize the closer Quarry which in turn saves the Department time and fuel costs.

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Thanks,

Chet



**PURCHASE AGREEMENT  
FOR  
CRUSHED STONE AGGREGATE - TERM AND SUPPLY**

**THIS AGREEMENT** dated the 16<sup>th</sup> day of December 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Mid-Missouri Limestone, 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 **Crushed Stone Aggregate Term and Supply**, County of Boone Request for Bid **52-18NOV10**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachments A through C, as well as the Contractor's bid response dated **November 18, 2010** and executed by **K. Douglas Mertens** 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, this Purchase Agreement, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Attachments A through C, and the Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - The contract period shall be **January 1, 2011 through December 31, 2011**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) 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.

**3. Purchase/Service** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Crushed Stone Aggregate**. All products under this contract shall be in conformity with the bid specifications and contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

**4. Delivery** - Contractor agrees to deliver FOB Plant or Destination at the County's discretion as soon as practicable after orders are received to the designated location in conformity with the contract documents for the specific items bid and awarded to Contractor. Any items not conforming to bid specifications may be rejected by County, whether at the time of delivery or at any time prior to use, and returned to Contractor at Contractor's expense.

**5. 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 correct monthly statements within thirty days after 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.

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.

**MID-MISSOURI LIMESTONE, INC.**

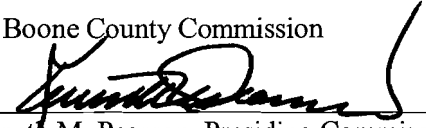
by 

title Sec/Treas

address P.O. Box 52

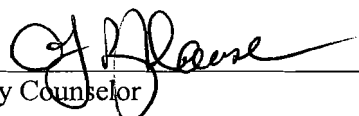
**BOONE COUNTY, MISSOURI**

by: Boone County Commission

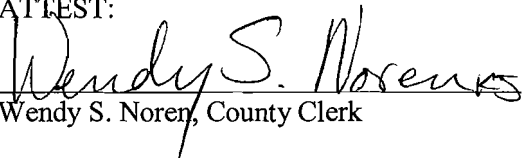
  
Kenneth M. Pearson, Presiding Commissioner

Kingdom City, MO 65262

APPROVED AS TO FORM:

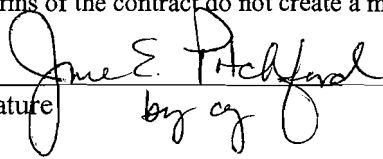
  
County Counselor

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) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

  
Signature by of

12-7-10  
Date

2040-26200/26201 Term/Supply

Appropriation Account

**PURCHASE AGREEMENT  
FOR  
CRUSHED STONE AGGREGATE - TERM AND SUPPLY**

**THIS AGREEMENT** dated the 16<sup>th</sup> day of December 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Con-Agg of MO, L.L.C. d/b/a Boone Quarries**, 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 **Crushed Stone Aggregate Term and Supply**, County of Boone Request for Bid **52-18NOV10**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachments A through C, as well as the Contractor's bid response dated **November 15, 2010** and executed by **Art Sumpter** 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, this Purchase Agreement Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Attachments A through C, and the Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - The contract period shall be **January 1, 2011 through December 31, 2011**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) 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.

**3. Purchase/Service** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Crushed Stone Aggregate**. All products under this contract shall be in conformity with the bid specifications and contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

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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.

**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 .00 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.

**Con-Agg of MO, L.L.C. d/b/a BOONE QUARRIES BOONE COUNTY, MISSOURI**

by \_\_\_\_\_

by: Boone County Commission

title General Manager

Kenneth M. Pearson, Presiding Commissioner

address 2604 N. Stadium Blvd  
Columbia, Mo 65202

APPROVED AS TO FORM:

ATTEST:

J. Alcen  
County Counselor

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) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

Signature Jane E. Pitchford  
by of

Date 12/7/10

2040-26200/26201 Term/Supply

Appropriation Account

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

16<sup>th</sup>

day of December

20 10

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

Now on this day the County Commission of the County of Boone does hereby award bid 57-09Nov10 Elevator Maintenance Term and Supply, to Schindler Elevator Corporation. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 16<sup>th</sup> day of December, 2010.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Tyson Boldan**  
Buyer



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Tyson Boldan  
DATE: November 30, 2010  
RE: 57-09NOV10 – Elevator Maintenance Term and Supply

The bid for Elevator Maintenance Term and Supply closed on November 09, 2010. Two bids were received. Purchasing, and Facilities Maintenance recommend award to Schindler for offering the lowest and best bid for Boone County.

---

This is a term and supply contract. Invoices will be paid from department 6100 – Facilities Grounds and Maintenance and account 60050 – Equipment Services Contract.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc:  
Jody Moore, Facilities  
Bid File

# Boone County Purchasing

Tyson Boldan,  
Buyer



601 E. Walnut, Rm. 209  
Columbia, MO 65201  
(573) 886-4392  
(573) 886-4390

---

TO: Bob Davidson  
Facilities Maintenance

FROM: Tyson Boldan,  
Buyer

DATE: November 9, 2010

RE: Bid Award Recommendation 57-09NOV10 – Elevator Maintenance Term and  
Supply

Attached is the bid tabulation for the three bid responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

---

## DEPARTMENT REPLY:

**Please complete the following:**

**Department Number:** 6100

**Account Number:** 60050

**Budgeted:** \$ 9,725



Award Bid by low bid to Schindler.



Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).



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

Administrative Authority Signature:

  
Bob Davidson

Date: 11-29-10

# 57-09NOV10 - Elevator Maintenance - Term and Supply

## Bid Tabulation

4.8	Pricing – The bidder must submit firm, fixed pricing per quarter for the original contract period to perform all maintenance and repairs identified in Section 2 of this bid request.	<b>Schindler</b>	<b>Kone Inc.</b>
	<b>Elevators Owned by Boone County</b>	<b>Firm, Fixed Price Per Quarter</b>	<b>Firm, Fixed Price Per Quarter</b>
4.8.1.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators Serial Number: HG 82700 - Manufactured 10/28/91	372	624
4.8.2.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators West Car #B43B1F Serial Number: HG 82701 - Manufactured 10/28/91	372	624
4.8.3.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators East Car #B43B1F-3 Serial Number: HG 82701 -Manufactured 10/28/91	372	399
4.8.4.	Boone County Government Center, 801 East Walnut Qty (1) Dover Oildraulic Passenger Elevator Serial Number: EE 5153 - Manufactured 4/6/95	372	399
4.8.5.	Boone County Johnson Building, 601 East Walnut Qty. (1) Dover Oildraulic Passenger Elevator Serial Number: EF1971 - Manufactured 4/6/95	372	249
4.8.6.	Flat Hourly rate for emergencies per section 2.3.3.5.	\$180/hr	\$281.25/hr
4.9	Do you have the capability to maintain elevator security systems per section 2.3.3.6. ? (Yes or NO)	Yes	Yes
4.10.1	Maximum % Increase 2nd Contract Period:	3%	5%
4.10.2	Maximum % Increase 3rd Contract Period:	4%	5%

No Bid  
 Custom Home Elevators of St.Louis  
 ThyssenKrupp

**PURCHASE AGREEMENT  
FOR  
ELEVATOR MAINTENANCE TERM AND SUPPLY**

**THIS AGREEMENT** dated the 16<sup>th</sup> day of December 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Schindler Elevator Corporation**, 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 Elevator Maintenance Term and Supply, County of Boone Request for Bid, bid number **57-09NOV10**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated November 09, 2010 and executed by Dave Belew 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, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, any applicable addenda, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - The contract period shall begin on **January 1, 2011** and extend through **December 31, 2011**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) 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 and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Elevator Maintenance Services as identified and responded to in the Contractor's Response Form. Elevator Maintenance Services will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department as outlined in the Request for Bid, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response 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 correct monthly statement 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.

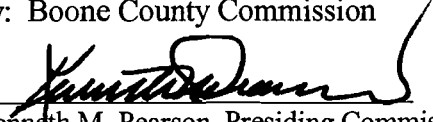
**7. Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- 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.

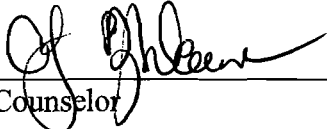
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**SCHINDLER ELEVATOR CORPORATION      BOONE COUNTY, MISSOURI**

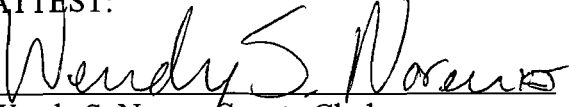
by   
 title DISTRICT MANAGER  
 address 3640 MARKET ST  
ST LOUIS MO 63110

by: Boone County Commission  
  
 Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

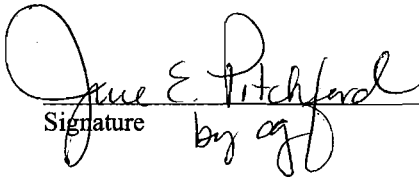
  
 County Counselor

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 by efj

12/9/10  
Date

6100/60050 Term/Supply

No Encumbrance Required  
Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 10

County of Boone

16<sup>th</sup> day of December 20 10

In the County Commission of said county, on the

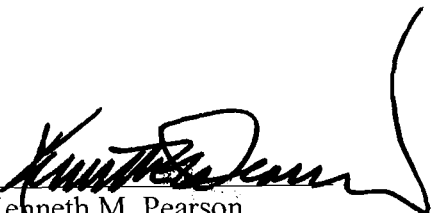
the following, among other proceedings, were had, viz:

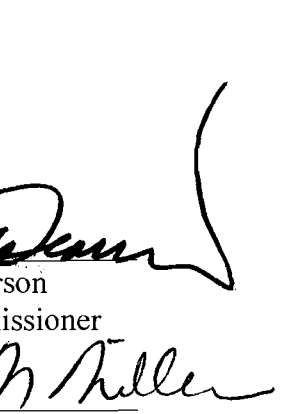
Now on this day the County Commission of the County of Boone does hereby award bid 54-09Nov10 Fitness Equipment, to Healthline Inc. of Houston, Texas. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.


Done this 16<sup>th</sup> day of December, 2010.

ATTEST:

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

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



# Boone County Purchasing

**Melinda Bobbitt**  
Director of Purchasing



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, Director of Purchasing  
DATE: December 8, 2010  
RE: 54-02NOV10 – Fitness Equipment

The Bid for the Fitness Equipment for the Sheriff's office closed on November 2, 2010. Seven bids were received. Purchasing and Sheriff Department recommend award by low bid as an "all or none" award to Healthline Inc. of Houston, Texas.

---

Total cost of contract is \$11,562.05.00 and will be paid as follows:

---

\$11,450.00 - department 2550 – Sheriff Revolving Fund Activity, account 91300  
– Machinery and Equipment.  
\$112.05 - department 2550 – Sheriff Revolving Fund Activity, account 23850 –  
Minor Equipment and Tools.

The budget included the following:

\$20,150 / 2550 / 91300  
\$3,870.00 / 2550 / 23850

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Chad Martin, Sheriff  
Bid File

To: County Clerk's Office

Comm Order # \_\_\_\_\_

Return to Auditor's Office  
Please do not remove staple.

*PURC*

11/24/10

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

REQUEST

DATE *11/30/10*

*New*

Healthline Inc.

800-325-1968

Vendor

VENDOR NO.

VENDOR NAME

5310 Ashbrook Drive

Houston

PHONE #

TX 77081

ADDRESS

CITY

STATE ZIP

### BID DOCUMENTATION

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

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

#### Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

**#54-02NOV10**

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

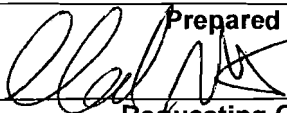
Bill to Department # 2550

Department	Account	Item-Description	Qty	Unit Price	Amount
2 5 5 0	9 1 3 0 0	Treadmill: Precor C952 - remanufactured	2	1395.00	2790.00
2 5 5 0	9 1 3 0 0	Elliptical: Precor 546 V3 - remanufactured	1	1695.00	1695.00
2 5 5 0	9 1 3 0 0	Crosstrainer: Life Fitness 9500 CT - remanufactured	1	1795.00	1795.00
2 5 5 0	9 1 3 0 0	Upright Bike: Precor C846 VS 1 - remanufactured	1	995.00	995.00
2 5 5 0	9 1 3 0 0	Recumbent Bike: Precor C846 VS 1 - remanufactured	1	1095.00	1095.00
2 5 5 0	9 1 3 0 0	Rower: Proteus PAR-5500 Club Series - New	1	1095.00	1095.00
2 5 5 0	2 3 8 5 0	Kettle Bell: 10 lb polished, black - new	1	12.15	12.15
2 5 5 0	2 3 8 5 0	Kettle Bell: 15 lb. polished, black - new	1	18.20	18.20
2 5 5 0	2 3 8 5 0	Kettle Bell: 20 lb. polished, black - new	1	24.30	24.30

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

Melinda Bobbitt

Prepared By



Requesting Official

Auditor Approval

**PURCHASE AGREEMENT FOR  
Fitness Equipment for the Boone County Sheriff's Office**

THIS AGREEMENT dated the 16<sup>th</sup> day of December 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Healthline 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 **Fitness Equipment**, County of Boone Request for Bid for Fitness Equipment bid number **54-02NOV10**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, Work Authorization Certification, e-mail dated November 22, 2010, as well as the vendor's bid response dated **October 25, 2010** and executed by **Jacob Sletten** on behalf of the Vendor. 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, this Purchase Agreement, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, and the Work Authorization Certification 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 fitness equipment per the specifications and as detailed on quote number 0005288 for a total contract price of \$11,562.05.

3. **Delivery** - Vendor agrees to furnish, deliver and install equipment as set forth in the bid documents and within seven weeks after receipt of order. Equipment shall be delivered F.O.B. destination.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Office and billings 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 of a correct invoice following installation of equipment. 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.

**HEALTHLINE INC**

by [Signature]  
title Sales executive

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
[Signature]  
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

[Signature]  
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) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

[Signature]  
Signature

12/10/10  
Date

2550 / 91300 / \$11,450.05  
2550 / 23850 / \$112.05

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 16<sup>th</sup> day of December 20 10

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

Now on this day the County Commission of the County of Boone does hereby award bid 49-15Nov10 Corrections Uniforms Term and Supply, to Ed Roehr Safety Products. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 16<sup>th</sup> day of December, 2010.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Tyson Boldan**  
Buyer



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Tyson Boldan  
DATE: December 8, 2010  
RE: 49-15NOV10 – Corrections Uniforms Term and Supply

The Bid for Corrections Uniforms Term and Supply closed on November 15, 2010. Seven bids were received. Purchasing and the Sheriff's department recommend award to ED Roehr Safety Products for offering the lowest and best bid for Boone County.

---

This is a term and supply contract and invoices will be paid from departments 1255 – Correction and 2902 – Corrections – LE Sales Tax, account 23300 – Uniforms. \$20,000.00 is budgeted for department 1255 and \$5,652.00 is budgeted for department 2902.

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

ATT Bid Tab

cc: Keith Hoskins, Sheriff  
Bid File

# Boone County Purchasing

Tyson Boldan,  
Buyer



601 E. Walnut, Rm. 209  
Columbia, MO 65201  
(573) 886-4392  
(573) 886-4390

---

TO: Jenny Atwell  
Corrections Caption, Sheriffs department

FROM: Tyson Boldan,  
Buyer

DATE: November 19, 2010

RE: Bid Award Recommendation 49-15NOV10 – Corrections Uniforms Term & Supply

Attached is the bid tabulation for the bid response received for the above referenced bid. Please return this cover sheet with your recommendation by fax to 886-4390 after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

---

## DEPARTMENT REPLY:

**Please complete the following:**

Department Number: 1255  
Account Number: 1255, 2902  
Budgeted: \$ 23300

25,652

- Award Bid by low bid to Ed Roehr Safety Products.
- Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).
- Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: \_\_\_\_\_

Date: 11/22/10

**49-15NOV10 - Corrections Uniforms Term & Supply**

Item #	Description	ED ROEHR SAFETY PRODUCTS			Bob Barker Company, Inc.			Streicher's Inc.			Southern Uniform & Equipment			Mid-America Uniforms			GT DISTRIBUTORS, INC			Alamar Uniforms		
		Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price
4.8.1	Propper Lightweight Tactical Trouser Style #F5243-40 in accordance with Section 2.6.1.	\$21.63	98	\$2,119.74	\$22.74	98	\$2,228.52	\$23.40	98	\$2,293.20	\$23.75	98	\$2,327.50	\$24.90	98	2440.2	\$25.93	98	\$2,541.14	\$26.54	98	\$2,600.92
	Standard Oversize Charge (Cost Per Incremental Size over XXL)		0		\$1.00										NONE							
4.8.2	Propper Tactical Trouser Style #F5312 in accordance with Section 2.6.1.	\$24.89	98	\$2,439.22	\$26.05	98	\$2,552.90	\$26.90	98	\$2,636.20	\$27.35	98	\$2,680.30	\$28.30	98	\$2,773.40	\$29.93	98	\$2,933.14	\$30.54	98	\$2,992.92
4.8.3	Propper BDU Trouser Style #F5201 in accordance with Section 2.6.1.	\$20.47	98	\$2,006.06	\$21.69	98	\$2,125.62	\$22.20	98	\$2,174.80	\$22.60	98	\$2,214.80	\$24.15	98	\$2,366.70	\$20.78	98	\$2,036.44	\$25.20	98	\$2,469.60
4.8.4	Propper Short-Sleeved Shirt Style #F5301 in accordance with Section 2.6.2.	\$18.37	48	\$881.76	\$19.77	48	\$948.96	\$19.85	48	\$952.80	\$20.15	48	\$967.20	\$21.90	48	\$1,051.20	\$22.09	48	\$1,060.32	\$22.54	48	\$1,081.92
	Standard Oversize Charge (Cost Per Incremental Size over)	19.46	48	\$934.08	\$20.68	48	\$992.64	\$21.05	48	\$1,010.40	\$21.35	48	\$1,024.80	\$22.90	48	\$1,099.20	\$23.39	48	\$1,122.72	\$23.87	48	\$1,145.76
4.8.5	Propper Long-Sleeved Shirt Style #F5302 in accordance with Section 2.6.2.	\$20.52	48	\$984.96	\$22.22	48	\$1,066.56	\$23.40	48	\$1,123.20	\$22.60	48	\$1,084.80	\$23.75	48	\$1,140.00	\$24.69	48	\$1,185.12	\$25.20	48	\$1,209.60
4.8.6	Propper Long-Sleeved Shirt Style #F5312-50 in accordance with Section 2.6.2.	\$21.63	48	\$1,038.24	\$22.74	48	\$1,091.52	\$23.40	48	\$1,123.20	\$23.80	48	\$1,142.40	\$24.90	48	\$1,195.20	\$25.93	48	\$1,244.64	\$26.54	48	\$1,273.92
	Standard Oversize Charge (Cost Per Incremental Size over)		0		\$1.00										NONE							
<b>TOTAL (FOR EXTENDED PRICE COLUMN)</b>		\$146.97	0	\$10,404.06	\$155.89		\$11,006.72	\$160.20		\$11,314.60	\$161.60		\$11,441.80	\$170.80		\$12,065.90	\$172.74		\$12,125.52	\$180.43		\$12,771.64
4.10.1	Maximum % Increase 1st Renewal Period			0			5						3			3						5
4.10.2	Maximum % Increase 2ND Renewal Period			2			5					5				3						3
4.10.3	Maximum % Increase 3RD Renewal Period			2			5					10				3						3
4.9	Delivery ABO			5-20 DAYS			14-30 DAYS					30 DAYS				14-28 DAYS						10-15 DAYS
4.11	COOP ? (YES OR NO)			YES			NO					YES				YES						YES

No Bids  
Lindner  
Elbeco, Inc.  
National Emblem, Inc.



**PURCHASE AGREEMENT  
FOR  
Corrections Uniforms Term & Supply**

**THIS AGREEMENT** dated the 16<sup>th</sup> day of December 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Ed Roehr Safety Products** herein "Contractor".

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Corrections Uniforms Term and Supply**, County of Boone Request for Bid, bid number **49-15NOV10**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **November 15, 2010** and executed by Dathan Baldwin, 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, this Purchasing Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on **December 01, 2011** and extend through **December 31, 2011** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one year periods** subject to the pricing clauses in the contractor's RFB 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.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and 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** - Contractor agrees to deliver the items as specified and as requested by the County within 30 calendar days after receipt of an order.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response 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 correct monthly statements 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.

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.

**ED ROEHR SAFETY PRODUCTS**

by Dathan Baldwin

title Regional Sales Manager

address 2710 Locust St.

St. Louis MO 63103

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

Kenneth M. Pearson  
Kenneth M. Pearson, 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) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

1255/2902/23300 Term/Supply

June E. Petchford  
Signature

12/10/10  
Date

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 16<sup>th</sup> day of December 20 10

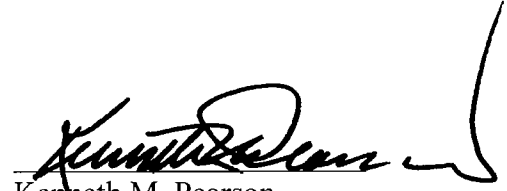
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Missouri Highways and Transportation Commission Blueprint for Safer Roadways Program Agreement between the Missouri Highways and Transportation Commission and the Boone County Sheriff's Department. The terms of this agreement are stipulated in the attached agreement. It is further ordered all three Commissioners are hereby authorized to sign said agreement.

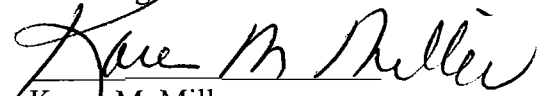
Done this 16<sup>th</sup> day of December, 2010.

ATTEST:

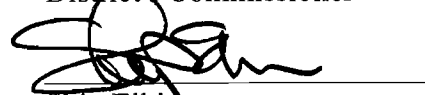
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Kenneth M. Pearson  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

CCO Form: HS2  
 Approved: 01/05 (BDG)  
 Revised: \_\_\_\_\_  
 Modified: \_\_\_\_\_

Award name/number: BPC-05-02-Z  
 Award year: FY 2011  
 Region: Central (D5)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
 BLUEPRINT FOR SAFER ROADWAYS PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the

City of \_\_\_\_\_, a municipal corporation in the State of Missouri (hereinafter, "City");  
 OR

County of BOONE, (hereinafter referred to as "County"); OR

Department of \_\_\_\_\_, a department within the executive branch of the government of the State of Missouri (hereinafter, "Department"); OR

Boone County sheriff Department, a recognized vendor with the State of Missouri (hereinafter, "Vendor")

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) **PURPOSE:** The Commission has authorized State Road Funds to be used to support regional Blueprint for Roadway Safety activities. The purpose of this Agreement is to grant the use of such State Road Funds to the Vendor.

(2) **ACTIVITY:** The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Blueprint for Roadway Safety: **Law Enforcement in Central Region.**

(3) **INDEMNIFICATION:** To the extent allowed by law, the Vendor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Vendor on the account of personal injury, bodily injury (including death), or property damage suffered as a result of the Vendor performance under this Agreement, Vendor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The Vendor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Vendor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability, or payment arising out of such wrongful or negligent act or omission.

(4) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Vendor and the Commission.

(5) COMMISSION REPRESENTATIVE: This Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) NONDISCRIMINATION CLAUSE: The Vendor shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Vendor shall also comply with all state and federal statutes applicable to the Vendor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

~~(7) ASSIGNMENT: The Vendor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.~~

(8) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Vendor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(9) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Vendor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Vendor.

(10) ACCESS TO RECORDS: The Vendor and its Contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the Vendor receives reimbursement of their final invoice from the Commission.

(11) REIMBURSEMENT: With regard to work under this Agreement, the Vendor agrees that funds to implement Blueprint activities shall only be available for reimbursement of eligible costs which have been incurred by Vendor. The Vendor shall supply to the Commission copies of all bid information; purchase orders; invoices; and

name, date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by Vendor prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than ten thousand dollars (\$ 10,000) for this Blueprint safety project.

(12) INSPECTION OF IMPROVEMENTS AND RECORDS: The Vendor shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The Vendor shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and at no charge during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The Vendor shall refund any overpayments as determined by the final audit.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Vendor.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Vendor this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

**Boone County Sheriff Department**  
NAME OF AGENCY OR VENDOR

\_\_\_\_\_

By SEE ATTACHED

Title: District Engineer

Title \_\_\_\_\_

By SEE ATTACHED

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

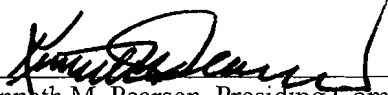
Title \_\_\_\_\_

\*Note: If agency is a County with a county commission form of government, 3 signatures are required.

**APPROVAL OF AGREEMENT WITH  
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
BLUEPRINT FOR SAFER ROADWAYS PROGRAM AGREEMENT**

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

  
Kenneth M. Pearson, Presiding Commissioner

  
Karen M. Miller, District I Commissioner

  
Skip Elkin, District II Commissioner

ATTEST:

  
Wendy S. Noren, Boone County Clerk

**APPROVED – SHERIFF’S DEPT.:**

  
Dwayne Carey, Boone County Sheriff

**ACKNOWLEDGED FOR  
BUDGET/AUDIT PURPOSES:**

2011

 12/17/10  
June E. Pitchford, Boone County Auditor

1251-3451 10,000.00  
1251-10110 16,000.00

APPROVED AS TO LEGAL FORM:

  
C.J. Dykhouse, County Counselor



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

16<sup>th</sup>

day of December

20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the Parking Lot Lease and Right of First Refusal agreement between the First Christian Church of Columbia, Missouri and Boone County, Missouri. The terms of this agreement are stipulated in the attached agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 16<sup>th</sup> day of December, 2010.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

**PARKING LOT LEASE AND  
RIGHT OF FIRST REFUSAL**

THIS PARKING LOT LEASE (the "Agreement" or "Lease") is entered into as of the 6<sup>th</sup> day of December, 2010, by and between FIRST CHRISTIAN CHURCH OF COLUMBIA, MISSOURI, a not-for-profit corporation of the State of Missouri, Landlord, and BOONE COUNTY, MISSOURI, by and through its County Commission, Tenant.

**Recitals**

WHEREAS, Landlord is the fee owner of property legally described as follows:

Lots 283, 292, 293 and 294 of the original town, now City of Columbia, Missouri;

WHEREAS, the Landlord desires to lease sixty (60) parking spaces located on the real estate described in the foregoing paragraph, except that portion of Lot 292 occupied by the rectangular brick building and the sidewalk on the north immediately adjacent thereto commonly known as Bethany Hall, and further excepting those twenty-nine (29) parking spaces dedicated to church use, which are depicted in the diagram which is attached hereto and incorporated herein by reference; and

---

WHEREAS, a picture depicting the contemplated parking lot is attached hereto and incorporated herein by reference; and

WHEREAS, Tenant is desirous of leasing the Property and Landlord is desirous of leasing the Property to Tenant for the purpose of operating a parking lot with sixty (60) spaces in accordance with the terms and conditions of this Agreement.

**Agreement**

1. **Term.** The term of this Agreement will begin on January 1, 2011 (the "Commencement Date") and shall end on December 31, 2015 (the "Initial Term"). The lease shall thereafter automatically renew for an additional three (3), five-year periods, on the terms and conditions outlined herein, unless sooner terminated by written notice under the provisions herein.

2. **Rent.** Tenant agrees to pay Landlord the sum of Seventeen Thousand Dollars (\$17,000.00) as annual base rent during the first year of the Initial Term. The first rental payment shall be due after January 1, 2011 and before January 30, 2011, and thereafter shall be due quarterly on or before the 15<sup>th</sup> day of April, July, and October. For calendar years 2012 and beyond, on each January anniversary of the lease, the annual rent for the next twelve (12) months shall be increased, but not decreased, by the positive change in the annual Consumer Price Index, if any, as most recently certified by the Missouri State Tax Commission. (For example, the most-recent, annual CPI rate certified by the Missouri Tax Commission as of January 1, 2012,

shall be the increase amount for these lease purposes for the 2012 calendar year.) Said certified CPI rates can be found via the Missouri State Tax Commission's website, [www.stc.mo.gov](http://www.stc.mo.gov), under the "Certifications" tab. The only Consumer Price Index that will be used for this Lease is that rate most recently certified by the Missouri State Tax Commission as of January 1 of the appropriate year. Notwithstanding the foregoing, Tenant shall have the right to prepay the quarterly rent contemplated herein if the same is more appropriate for Tenant's budgetary purposes.

3. **Permitted Uses and Reserved Rights.** The Property shall be used by Tenant only for purposes of a parking lot and for no other purpose without the Landlord's consent. Landlord reserves the right to use said premises without cost to it at all times the Tenant is not using the same for parking and in any event the Lessor reserves the right to use said parking lot without cost to it after 5:00 p.m. on weekdays and all day on Sunday of each week for church services and various church activities. Further, Landlord reserves the right to adjust the number of spaces subject to this lease downward by up to ten (10) spaces should Landlord need such spaces to accommodate church renovations. The annual rent shall be adjusted downward by an appropriate "per space" cost if Landlord exercises this adjustment option (calculated by dividing the Base Rent, as adjusted annually as contemplated herein, by the number of spots leased to Tenant prior to the downward adjustment and multiplying that figure by the number of spots the Landlord reduces from Tenant), and thereafter all maintenance, utilities and tax expenses shall be split on a percentage basis, with the church's participation being calculated by a fraction, the numerator of which will be the number of spaces used or taken for church use, and the denominator being 89, the current, total number of spaces available in the parking lot. Landlord shall communicate to Tenant its intent to exercise this option in writing more than one hundred eighty (180) days in advance of Landlord's anticipated need for said spaces.

4. **Line Striping and Signage.** Tenant shall be entitled to stripe the subject parking lot so as to outline sixty (60) spaces after the commencement of this Lease. Tenant will be permitted to, but is under no obligation to, re-stripe the lot as Tenant deems necessary during the term of this Lease. At the conclusion of the lease, any striping completed shall remain in "as-is" condition on the subject lot. Tenant is authorized to install such signage as appropriate to indicate that the parking lot is restricted to Tenant's use as set out herein, provided Tenant shall remove said signage at the conclusion of the Lease. Tenant may also install, at its own expense, a parking lot gate system to assist in the enforcement of the use of the parking lot, but will do so only after consultation with and the approval of Landlord.

5. **Maintenance and Snow Clearing.** The parties agree that Landlord shall be under no obligation to rebuild, replace, maintain or make any repairs to the leased premises. Tenant, however, shall maintain the lot in the same or similar condition as to when Tenant takes possession of the same, and in that regard will make arrangements to trim trees and maintain the surface of the parking lot as appropriate. Also, Tenant shall keep the subject lot free of accumulated snow on a level consistent with that level of clearing service performed by Tenant on other downtown lots that Tenant's employees use, and through the hiring of an appropriate contractor or with its own forces, shall provide snow clearing services to the parking area and sidewalks surrounding the leased parking area in a reasonable manner after snow events, including weekend snow events.

6. **Utilities.** Tenant shall be responsible for the utility costs associated with the one, separately-metered electric utility service on the subject premises. The parties will cooperate with each other regarding the transfer of any such utility account to Tenant.

7. **Real Estate Taxes.** Tenant will pay any real estate taxes associated with the real property over which Tenant has leased parking spots in accordance with this Lease. Landlord agrees to take whatever steps are reasonably required by the Boone County Assessor to ensure that the assessment records accurately reflect those areas which are subject to this Lease and those areas which are dedicated solely to Landlord's own use as a church facility.

8. **Insurance.** Tenant shall carry adequate insurance against public liability for personal injury and property damage relating to the leased premises. Tenant shall defend and hold Landlord harmless for any liability, damages, expenses or judgments arising from injury to persons or property on the leased premises which arise out of or are related to the condition of the leased premises or the acts, failures to act or negligence of Tenant or Tenant's agents and employees.

9. **Other expenses.** Other expenses relating to the subject property not outlined above shall be the Landlord's responsibility.

10. **Events of Default.** The following events shall be deemed to be events of default under this Agreement:

---

(a) Tenant shall have failed to pay the rent provided for herein within thirty (30) days after the same is due and payable;

(b) Landlord or Tenant shall have failed to comply with any other provisions of this Lease and shall not cure such failure within thirty (30) days written notice of such noncompliance by one party to the other.

11. **Landlord's right to terminate.** Landlord shall have the right to terminate this Agreement as of December 31 of any fifth year that completes a 5-year term of the lease. Landlord shall give Tenant no less than one hundred eighty (180) days notice of Landlord's intent to terminate this Lease as of December 31 of the subject year. In the event of a contemplated sale, Landlord shall comply with the Right of First Refusal provisions contained herein. Notwithstanding any termination of the Tenant's right of use, however, Landlord shall give Tenant first priority to rent parking spots on a per spot basis, if Landlord thereafter engages in such rental business, up to a total of fifteen (15) spots, and then-negotiated terms.

12. **Tenant's right to terminate.** Tenant shall have the right to terminate this Agreement as of December 31 of any fifth year that completes a 5-year term of the lease. Tenant shall give Landlord no less than one hundred eighty (180) days notice of Tenant's intent to terminate this Lease as of December 31 of the subject fifth year; however no such notice shall be necessary upon the end of the third, five-year renewal period, such that on December 31, 2030, this Lease shall terminate naturally and the parties will need to enter into another Lease

Agreement at that time if they desire to do so. Tenant shall also have the right to terminate this lease upon sixty (60) days written notice due to material breach of any term or condition of this agreement by Landlord or upon at least One Hundred Twenty (120) days notice in the event that sufficient appropriations are not made available and budgeted for any calendar year.

13. **Tenant's right of first refusal to purchase the subject property.** In the event of a contemplated sale of the subject property, or any part thereof, by Landlord during the Initial Term or any renewal terms of this Lease as contemplated herein, Landlord agrees to give Tenant written notice at least ninety (90) days before the contemplated sale of the substance of the terms upon which the sale is proposed to be made (including a copy of the purchase and sale agreement, if any), which notice shall be sent by certified mail directed to the Tenant as set out herein, and thereupon for ninety (90) days from the date of mailing of that notice the Tenant shall have the right to purchase the premises on the terms and conditions proposed or such other terms and conditions as mutually agreed between Landlord and Tenant. If Tenant fails to exercise such option within the time aforesaid Landlord may enter into a binding contract on substantially the same terms as were provided to Tenant and this right of first refusal shall have no further force and effect; provided, however, that if the sale does not take place for any reason, or if the terms of sale are materially changed, the real estate must again be first offered to Tenant as provided herein. Any purchaser who purchases the subject property during a 5-year rental term, if Tenant declines to exercise its right of first refusal as provided for herein, shall take the property subject to this Lease. A transfer of the property in trust to secure a debt on the property shall not trigger this obligation.

---

14. **Notice to third parties.** Landlord agrees to execute any document prepared by Tenant, suitable for recording, that is designed to reasonably notify third parties of this Lease Agreement and the Right of First Refusal contemplated herein.

15. **Notices.** Any provision of notice called for herein shall be deemed given when a written notice is hand-delivered to the other party as set out herein, or in three (3) days after the same is placed in the U.S. Mail to the following addresses, as appropriate:

If to the Landlord:

First Christian Church  
101 N. 10<sup>th</sup> Street  
Columbia, Missouri 65201

If to the Tenant:

Boone County Commission  
801 E. Walnut  
Columbia, Missouri 65201

With a copy to:

C.J. Dykhouse  
Boone County Counselor

801 E. Walnut  
Columbia, Missouri 65201

16. **Miscellaneous.**

(a) The Agreement shall be interpreted according to and shall be governed by the laws of the State of Missouri.

(b) Any changes or modifications to this Agreement must be in writing and signed by the parties hereto. This Agreement supersedes any previous understandings or agreements between the parties relating to the Property.

(c) No delay or failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.

(d) Paragraph headings are for convenience only and in no way define or limit the scope and content of this Agreement.

(e) LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ONE PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

(f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

---

SO AGREED.

**LANDLORD:**

**First Christian Church of Columbia, Missouri**

By: Dr. John J. Youker

Print Name/Title: Dr. John J. Youker Senior Minister

**TENANT:**

**Boone County, Missouri  
By and through its County Commission**

By:

  
\_\_\_\_\_  
Kenneth M. Pearson, Presiding Commissioner

Approved as to Legal Form:

  
\_\_\_\_\_  
C.J. Dykhouse, County Counselor

Attest:

  
\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk

**Auditor Certification:**

I hereby 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 appropriations sufficient to pay the costs arising from this contract for the budget year indicated below.

2011

1190-59300  
2045-59300

  
\_\_\_\_\_  
Auditor

12/17/10  
\_\_\_\_\_  
Date



**Owner:** FIRST CHRISTIAN CHURCH OF  
**Address:** 101 N 10TH ST  
**Parcel Number:** 1632000170490001

Orthophoto: 2007

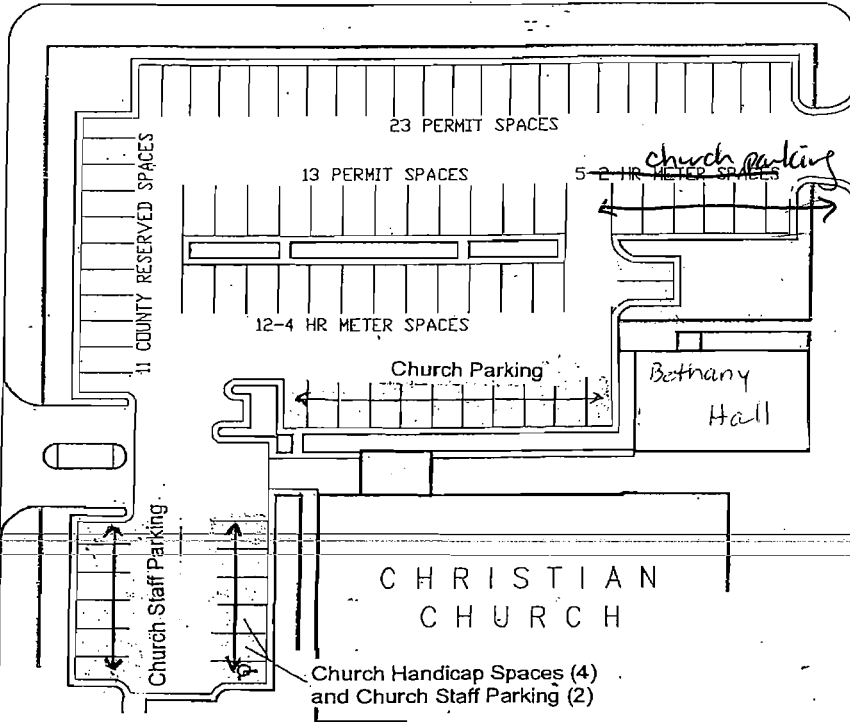




ASH STREET

NINTH STREET

TENTH STREET



Designated for church use.

O:\CADD\PROJ\...R\KING\Maps\Parking Inventory Map.dwg, 03/19/2002 01:07:50 PM, A/E/ST



City of Columbia, Missouri  
Department of Public Works

CHRISTIAN CHURCH

Scale	
None	

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 16<sup>th</sup> day of December 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement with the City of Columbia for Boone County to fund a three-quarter time position in Joint Communications. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 16<sup>th</sup> day of December, 2010.

ATTEST:

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

*Kenneth M. Pearson*  
Kenneth M. Pearson  
Presiding Commissioner

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

*Skip Elkin*  
Skip Elkin  
District II Commissioner

020812

Permanent Record  
Filed in Clerk's Office

Introduced by McDavid

First Reading 11-15-10

Second Reading 12-6-10

Ordinance No. 020812

Council Bill No. B 288-10

**AN ORDINANCE**

authorizing the City Manager to execute an agreement with Boone County for Joint Communications clerical services; and fixing the time when this ordinance shall become effective.


BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County for Joint Communications clerical services. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.


PASSED this 6th day of December, 2010.

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Counselor

## AGREEMENT

This agreement is entered into on this 16<sup>th</sup> day of December, 2010 by and between the City of Columbia, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County."

WHEREAS, the City of Columbia/Boone County Public Safety Joint Communications has enhanced 9-1-1 capability, which is funded by a special tax collected by the County; and

WHEREAS, Joint Communications personnel, whose compensation is paid for by the users of the dispatching services provided by Joint Communications, is inadequate for performing the duties necessary for adding the information supplied by citizens to the enhanced 9-1-1 system; and

WHEREAS, the County is willing to fund an additional three-quarter time position in Joint Communications to perform the enhanced 9-1-1 data entry duties; and

WHEREAS, the City, which is the employer of Joint Communications staff, is willing to continue to include the position on the staff.


NOW, THEREFORE, for and in consideration of the following covenants and agreements, City and County agree as follows:

1. City agrees to continue one staff position in the Columbia/Boone County Public Safety Joint Communications for the purpose of entering information supplied by citizens of Boone County to the enhanced 9-1-1 system and performing other duties related to the enhanced 9-1-1 system.
2. City further agrees that said staff position shall be classified as a three-quarter time Administrative Support Assistant I/9-1-1 Database Technician and shall be an employee of the City Public Safety Joint Communications.
3. County agrees to pay City the sum of Thirty-one Thousand Three Hundred Fourteen Dollars (\$31,314.00) to fund said position from January 1, 2011 through December 31, 2011, payable as follows:

\$7,829	payable on January 1
\$7,829	payable on April 1
\$7,828	payable on July 1
\$7,828	payable on October 1

IN WITNESS WHEREOF, the parties hereto have been duly authorized to execute this Agreement as of the above-referenced date.

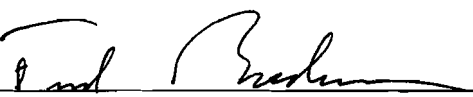
THE CITY OF COLUMBIA, MISSOURI

By:   
H. William Watkins, City Manager

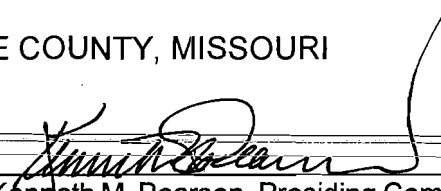
ATTEST:

  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

  
Fred Boeckmann, City Counselor

BOONE COUNTY, MISSOURI

By:   
Kenneth M. Pearson, Presiding Commissioner

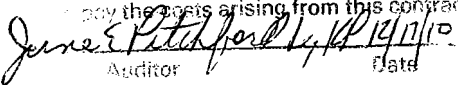
ATTEST:

  
Wendy Noren, County Clerk

APPROVED AS TO FORM:

  
County Attorney

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

 2011  
Auditor Date 2020-7-11-10  
\$31,314.00

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 16<sup>th</sup> day of December 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the appointment of Kenneth M. Pearson to the Boone County Family Resources Board of Directors for an unexpired term effective 1/1/2011 and ending 12/31/2012.

Done this 16<sup>th</sup> day of December, 2010.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

16<sup>th</sup>

day of December

20 10

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, December 21, 2010, at 10:00 a.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021 (3) RSMo. to discuss the hiring, firing, disciplining or promoting of particular employee by a public governmental body when personal information about the employee is discussed or recorded and 610.021 (13) RSMo. to discuss individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment..

Done this 16<sup>th</sup> day of December, 2010.

ATTEST:

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

*Kenneth M. Pearson*  
 Kenneth M. Pearson  
 Presiding Commissioner

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

*Skip Elkin*  
 Skip Elkin  
 District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 16<sup>th</sup> day of December 20 10

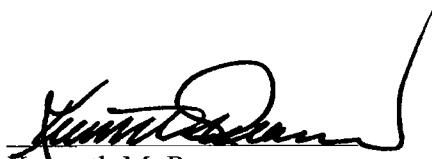
the following, among other proceedings, were had, viz:

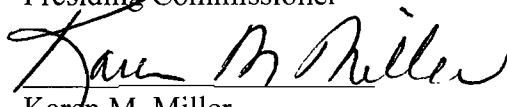
Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Wednesday, December 22, 2010, at 1:30 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021 (1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

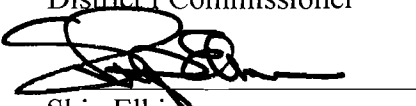
Done this 16<sup>th</sup> day of December, 2010.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner