

488-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 11th day of October 20 22

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record, the Proclamation Recognizing the 156th Anniversary of Log Providence Missionary Baptist Church and Dedication of its new addition.

Done this 11th day of October 2022.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

489-2022

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term 20

In the County Commission of said county, on the 11th day of October 2022

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the attached report documenting the Contracts approved by the Purchasing Director as the County's Purchasing Agent (as designated in Commission Order 114-2022) during the month of September 2022.

Done this 11th day of October 2022.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 7, 2022
RE: Contracts Signed by Purchasing Director in September 2022

Attached is the list of contracts that were awarded and signed by the Purchasing Director in September 2022.

The *Notice of Awards* that explains the justification for award is posted on our web page at www.showmeboone.com / Purchasing / Notice of Awards. The *Bid Tabulation* listing the Bidders/Offerors with pricing is also posted there. These contract documents have been added to the Boone County Clerk bid file.

att: List of Contracts

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Ter 20

County of Boone

} ca.

In the County Commission of said county, on the

11th

day of

October

20

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

Now on this day, the County Commission of the County of Boone does hereby approve Award Contract C000460 from Sole Source 164-123122SS for PowerDMS Licenses and Support for the Boone County Sheriff's Office and Boone County Joint Communications with PowerDMS.

Done this 11th day of October 2022.

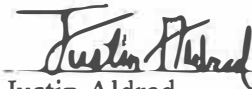
ATTEST:



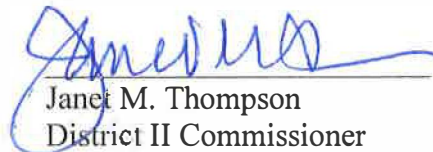
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: October 06, 2022
RE: Award Contract C000460, Single Feasible Source Contract 164-123122SS for User Licenses for PowerDMS for the Boone County Sheriff's Office and Boone County Joint Communications

Sole Source Request Form 164-123122SS for subscription licenses for PowerDMS, a cloud-based software service, from PowerDMS of Orlando, Florida was approved by the Commission August 18, 2022 by way of Commission Order 390-2022. County contract C000460 results. The contract is being established on behalf of the Boone County Sheriff's Office and Boone County Joint Communications.

PowerDMS is a proprietary software that allows for subscribers to track management and accreditation data and provides alerts when changes may impact accreditation status.

The contract period will run from January 01, 2022 through September 30, 2024. There are five (5) one-year renewal options available after this initial period.

Payments will be paid using this Department/Object coding:

- 1228 – GF Sheriff – Detention Administration/70100 – Software Subscriptions: \$6,151.56
- 1255 – GF Detention Operations/70100 - Software Subscriptions: \$3,634.18
- 2708 – 911- EM IT Hardware & Software/70100 - Software Subscriptions: \$5,884.67

/lp

cc: Contract File
Captain Brian Leer
Beth Boos

**PURCHASE AGREEMENT
FOR
POWERDMS LICENSES & SUPPORT**

THIS AGREEMENT dated the 11th day of October 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Power DMS**, 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 #C000460 originated from Boone County Sole Source #164-123122SS, for PowerDMS Licenses & Support in compliance with the PowerDMS quotes # Q-180418, Q-160680, Q-151142, the PowerDMS Services Agreement V032122 as edited (all attached hereto as **Attachment One**) and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with each quote response may be permanently maintained in the County Purchasing Office Sole Source file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County Standard Terms and Conditions shall prevail and control over the vendor's quote responses.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with three (3) separate PowerDMS Subscriptions as follows. In addition, the contractor shall agree to add other Boone County offices, or additional licenses for currently covered offices at the request of the County. Any such addition to the contract, or any modification to current licenses, shall be accomplished by formal written contract amendment to the contract conducted by the Boone County Purchasing Department on behalf of using County offices. Pricing for additional licenses, and for renewal periods beyond those identified herein, shall be as mutually agreed by the contractor and County.

Subscription #1: Subscription Period: 01/09/2023 through 01/08/2024 – For Boone County Joint Communications Account A-18989

Qty	Description	Total
79 Users	PowerPolicy Professional Subscription 12-months Subscription	\$5,534.39
79 Users	PowerTraining 12-months Subscription	\$729.39
Grand Total:		\$6,263.77

Subscription #2: Subscription Period: 04/06/2023 through 04/05/2024 – For the Boone County Sheriff's Office Account A-34935

Qty	Description	Total
99 Users	PowerPolicy Professional Subscription 12-months Subscription	\$6,643.69
99 Users	Legacy Training 12-months Subscription	No Cost
Grand Total:		\$6,643.69

Subscription #3: Subscription Period: Pro-Rated: 10/05/2022 through 04/05/2023 – For the Boone County Jail Account A-454802

Qty	Description	Total
59 Users	PowerPolicy Professional Subscription 12-months Subscription	\$2,884.18
1	PowerPolicy Professional Set-Up (OnBoarding) One-Time	\$750.00
Grand Total:		\$3,634.18

Subscription #3 (continued): Subscription Period: Not Pro-Rated: 04/06/2023 through 04/05/2024 – For the Boone County Jail Account A-454802

<u>Qty</u>	<u>Description</u>	<u>Total</u>
59 Users	PowerPolicy Professional Subscription 12-months Subscription	\$6,081.13
		<u>Grand Total: \$6,081.13</u>

For clarity purposes, the County has already purchased the following subscriptions and has paid for them, but they are incorporated into the subject contract by reference so that all PowerDMS subscriptions are referenced under the subject Purchase Agreement:

Subscription #1: Current Subscription Period: 01/09/2022 through 01/08/2023 – For Boone County Joint Communications Account A-18989

<u>Qty</u>	<u>Description</u>	<u>Total</u>
79 Users	PowerPolicy Professional Subscription 12-months Subscription	\$5,221.13
79 Users	PowerTraining 12-months Subscription	\$663.54
		<u>Grand Total: \$5,884.67</u>

Subscription #2: Current Subscription Period: 04/06/2022 through 04/05/2023 – For the Boone County Sheriff's Office Account A-34935

<u>Qty</u>	<u>Description</u>	<u>Total</u>
99 Users	PowerPolicy Professional Subscription 12-months Subscription	\$6,151.56
99 Users	Legacy Training 12-months Subscription	No Cost
		<u>Grand Total: \$6,151.56</u>

3. **Contract Term** - The contract period shall be **January 01, 2022 through September 30, 2024**. The contract may be renewed upon mutual agreement of both parties for five (5) one-year periods subsequent to this initial term. Any time a subscription is renewed, upgraded or terminated, the contract shall be amended in order to incorporate new subscription terms and pricing as may be applicable and as agreed by both parties.

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

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

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

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

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

POWERDMS

BOONE COUNTY, MISSOURI

by DocuSigned by:
Ana Alfaro
D0AB24005A74468...

by: Boone County Commission

title Revenue Accounting Manager

DocuSigned by:
Daniel K. Atwill
BA4B934CED6E4EB...

Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
7D71DEAEB9D74DD...

DocuSigned by:
Brianna L. Lennon
D267E242BFB948C...

County Counselor

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.)

2708/70100: \$5,884.67 1228/70100: \$6,151.56 1255/70100: \$3,634.18

DocuSigned by:
[Signature]
4147B4E3F1C847D...

10/4/2022

Signature

Date

Appropriation Account

491-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term 20

County of Boone

In the County Commission of said county, on the 11th day of October 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with Christensen Brothers Asphalt, LLC for asphalt. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 11th day of October 2022.

ATTEST:



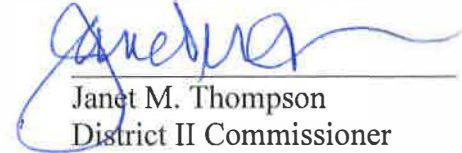
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: September 28, 2022
RE: Cooperative Contract: *C000496 (City of Columbia Coop 70/2022) – Asphalt*

Purchasing requests permission for Road & Bridge use of the City of Columbia cooperative contract 70/2022 to purchase Asphalt from Christensen Brothers Asphalt of Columbia, Missouri. Boone County contract number is C000486.

Another contract for asphalt was previously approved from the City of Columbia bid 70/2022 with Capital Materials, LLC on commission order 449-2022. This was a City multi-vendor award.

This is a Term & Supply contract and will be paid from department 2040 – RB Road Maintenance, account 26000 – Pavement Repairs Material.

cc: Contract File
Greg Edington, Brandy Kelly, R&B

**PURCHASE AGREEMENT FOR
ASPHALT TERM AND SUPPLY**

THIS AGREEMENT, County Contract #C000496, dated the 11th day of October 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Christensen Brothers Asphalt, LLC**, herein "Contractor."

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

- Contract Documents** - This agreement shall consist of this Purchase Agreement for **Asphalt Term and Supply**, in compliance with all bid specifications and any addendum issued for the **City of Columbia** Request for Quotation **70/2022 Asphalt Term and Supply**, as well as the Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this Request for Quotation if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement, and the **City of Columbia Request for Quotation 70/2022 – Asphalt Term and Supply** shall prevail and control over the Contractor's bid response.
- Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, hot and cold mixed asphalt products as identified and responded to in Contractor's Bid response. Products will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the **City of Columbia specifications**, as needed and as ordered by the County.

70/2022 Asphalt - Plant Pick Up Only					
				Christensen Brothers Asphalt, LLC	
Line	Description	UOM	QTY	Unit Price	Total
1	Plant Mixed Hot Asphalt, Freight on Board (FOB) Plant - Surface Mix Bituminous Pavement 1. 10% RAP	per ton	1	\$ 64.00	\$ 64.00
2	Plant Mixed Hot Asphalt, Freight on Board (FOB) Plant - Surface Mix Bituminous Pavement 2. 10% RAP	per ton	1	\$ 64.00	\$ 64.00
3	Plant Mixed Hot Asphalt, Freight on Board (FOB) Plant - Base Mix. 5% RAP	per ton	1	\$ 62.00	\$ 62.00
4	Plant Mixed Cold Asphalt, Freight on Board (FOB) Plant - With Anti-stripping agent. EZ Street Brand	per ton	1	\$ 135.00	\$ 135.00

5	Virgin Mix, no binder replacement reclaimed asphalt pavement (RAP), reclaimed asphalt shingles (RAS), performance grade (PG) 64-22.	per ton	1	\$ 69.00	\$ 69.00
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3. **Contract Duration** - This agreement shall commence on **April 1, 2022 and extend through March 31, 2023** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one year periods** subject to the pricing clauses in the **City of Columbia’s Request for Quotation** agreed to in the Contractors 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.

4. **Delivery** - Contractor agrees to deliver asphalt products as per the bid documents.

5. **Billing and Payment** - All billing shall be invoiced to the Road & Bridge Department and billings may only include the prices listed in the Contractor’s bid response and those monthly pricing updates to follow on a monthly basis. 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 proposal response to the bid. 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.

CHRISTENSEN BROTHERS ASPHALT, LLC

BOONE COUNTY, MISSOURI

By: Boone County Commission

DocuSigned by:
Kenny Knipp
4CABA5A1AEDB4F3...
By _____
Business Mgr

DocuSigned by:
Daniel K. Atwill
BA4B934CED6E4EB...
_____ Presiding Commissioner

Title _____

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
G. J. Johnson
7D71DEAEB9D74DD...
_____ County Counselor

DocuSigned by:
Brianna L. Lennon
D287E242BFB948C...
_____ 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.)

DocuSigned by: <i>June E. Pritchard by BH</i> Term 2 Supply - No encumbrance required 07B7A05202164C5...	10/5/2022	2040/26000 Term/Supply
Signature	Date	Appropriation Account

492-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term 20

County of Boone

In the County Commission of said county, on the 11th day of October 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment for Department 1210 for the Sound System Upgrade of 2 South Courtroom.

Done this 11th day of October 2022.

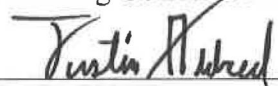
ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Jane M. Thompson
District II Commissioner

**BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET AMENDMENT
RECEIVED**

9/13/22
EFFECTIVE DATE

SEP 15 2022

BOONE COUNTY
AUDITOR

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1210	92301	CIRCUIT COURT	Replc. COMPUTER HARDWARE		20,445
1210	3890	Circuit Court	Miscellaneous		20,445
				-	40,890

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):
Please increase for Sound System Upgrade of 2 South Courtroom. This was originally Budgeted for FY2022 from the Boone County Law Library Fund. Budget Admin to write a check to the Boone County Treasurer's Office from the Law Library Fund to cover costs.

Cindy Bann

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: **COVER 25 TECH**

Agenda

Ha

Auditor's Office

[Signature]

PRESIDING COMMISSIONER

[Signature]

DISTRICT I COMMISSIONER

[Signature]

DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- * County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- * At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- * The Budget Amendment may not be approved prior to the Public Hearing



Price Valid Thru : 09/23/22

SUBMISSION

Page: 1

Date: 9/9/2022

0145335-01D

The Power of Connection and Protection

Mr. Chris Fishman-Weaver
Boone County Courthouse
701 East Walnut
Columbia, MO 65201

Project: Boone County Courthouse
Update Sound system in 2 South Courtroom

email: christopher.fishman-weaver@courts.mo.gov

Tech Electronics of Columbia, Inc. (Tech) is pleased to offer for sale the described goods and/or merchandise and/or service upon the terms set out herein:

Upgrade Sound System

System Overview:

THIS PRICE INCLUDES THE FOLLOWING WORK FOR ONE (1) COURTROOM.

- 1) Remove the existing audio processing equipment. This equipment will be turned over to the Customer.
- 2) Furnish and install into the existing equipment rack a new Biamp digital signal processor and a new Biamp touch-enabled control wall plate.
- 3) Program the new digital signal processor and control wall plate.
- 4) Furnish and install a new 65" flat panel display on an articulating arm wall mount. This wall mount will include a shelf for mounting an owner-furnished video conferencing system above the display. The display will be controlled with the handheld IR remote control that is shipped with the display from the manufacturer. Owner shall provide a 120VAC duplex receptacle for power behind the display.
- 5) Furnish and install a new audio balancing transformer in order to route audio from the flat panel display audio output to the DSP for inclusion in the existing FTR recording system.
- 6) Install a new Owner-furnished camera above the 65" flat panel display. This camera is part of an Owner-furnished video conferencing system, which will be furnished, installed and configured by the Owner.
- 7) Furnish and install two new HDMI extender transmitter/receiver pairs, one of these to route HDMI signal from the camera to the video conferencing system in the equipment rack, and the other to route HDMI signal from the video conferencing system in the equipment rack to the 65" display.
- 8) Furnish and install a new audio amplifier and four new 1'x2' lay-in ceiling speakers for audio reinforcement from the video conferencing system and for white noise during sidebar conversations. This system will not provide local audio reinforcement of the microphones in this courtroom, as doing so would cause feedback in the system.
- 9) Furnish and install a "sidebar" pushbutton installed into a desktop single-gang enclosure. This button will activate and deactivate white noise through the speaker system in the room for sidebar conversations.
- 10) Provide training on operation of the new equipment.
- 11) This work will be completed during normal workday hours.
- 12) This price includes Tech's standard 1-year warranty.

QuantityDescription

UPGRADE SOUND SYSTEM IN 2 SOUTH COURTROOM

- 1 Remove Old Equipment

Please see last page of this submission for customer acceptance.

Tech Electronics of Columbia, Inc.

1406 Rangeline St., Columbia, MO 65201 . (573) 875-1516 . Fax:(573) 874-0055 . www.techelectronics.com



Price Valid Thru : 09/23/22

SUBMISSION

Page: 2

Date: 9/9/2022

0145335-01D

The Power of Connection and Protection

- 1 TesiraFORTE DSP Fixed I/O Server With 12 Analog Inputs, 8 Analog Outputs, 8 Channels Configurable USB Audio, And Sona Acoustic Echo Cancellation (AEC) Technology (All 12 Inputs)
- 1 Touch Enabled Control Pad With Knob, Black
- 1 4SP Faceplate For RSH4 Rack
- 1 65" 3840 x 2160 LED Display, 24/7, 500 cd/m2
- 1 Thin Swing Arm, Large
- 1 THINSTALL Video Conferencing Camera Shelf, 12" Wide
- 1 Unbalanced Input Transformer
- 100 2 Conductor, 22 AWG, Stranded, Shielded Plenum Cable
- 1 3' 3.5mm TRS To 2 RCA Male Audio Cable
- 10 Cable Mounting Hardware

***** ADDITIONAL SCOPE FOR VIDEO CONFERENCING *****

- 1 Installation only of OFE Camera
- 2 4K HDMI/HDBaseT Extender Kit, 70M/229'
- 4 Commercial Grade HDMI Cable With Ethernet, 3M
- 1 Cable, Plenum, 4 Pair, 23 AWG, EN Series, Shielded, Category 6 F/UTP, 250', Black
- 4 Category 6 Shielded 8P8C RJ45 Plug
- 1 Amplifier, 4 Channels, 60W/Ch @ 8 Ohms & 4 Ohms. Bridged Pair Operation 200W/Pair @ 8 Ohms & 4 Ohms, 250W/Pair @ 70V
- 4 System 12 Speaker w/ Volume Control
- 250 2 Conductor, 18 AWG, Stranded, Shielded Plenum Cable
- 20 Cable Mounting Hardware
- 1 Miscellaneous Rack Hardware
- 1 Remote Control Selector, Black, Custom Labeled
- 1 Setup Charge for Custom Labeled Products
- 1 Power Supply, North America, 24VDC @ 500mA
- 1 Desktop Or Wall Mounting Chassis For Decora Remote Controls & Panels, Black
- 1 Single Cover Plate, Black

Scope of Work by Tech Electronics:

TOTAL purchase price includes only equipment listed on this Submission and only labor services as described on this Submission. Any other labor services that may be required may be furnished by Tech as an extra to this submission.

TOTAL PURCHASE PRICE

\$20,445.00

Please see last page of this submission for customer acceptance.

Tech Electronics of Columbia, Inc.

1406 Rangeline St., Columbia, MO 65201 . (573) 875-1516 . Fax:(573) 874-0055 . www.techelectronics.com



Price Valid Thru : 09/23/22

SUBMISSION

Page: 3

Date: 9/9/2022

0145335-01D

The Power of Connection and Protection™

Clarifications/Scope of Work by Others:

WARRANTY:

This Submission includes a one (1) year material warranty from the date of installation completion or first beneficial use by the End User Customer, whichever occurs first. Material warranty will be provided by Tech Electronics per our Submission's terms and conditions. Job-site labor warranty to be provided by the installing party/contractor. Tech's warranty covers only material listed on this Submission and furnished and/or installed by Tech Electronics.

All warranty work by Tech Electronics, Inc. to be performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours and/or during holidays for any reason, it will be performed by Tech Electronics on a time and material basis as an extra to this Submission at Tech Electronics' current rate differential between the normal and overtime labor rates plus the minimum overtime service call-out charges.

This warranty does not apply to any products which have been installed incorrectly by the installing party/contractor and/or subjected to mishandling, improper use, or abuse. Please refer to Submission for additional terms, conditions, clarifications, and limitations of warranty.

This Submission is merely an offer and shall not be binding upon Tech unless and until signed by an officer of Tech, and any resulting contract shall be subject to the terms and conditions listed above and on "ATTACHMENT A, SUBMISSION TERMS AND CONDITIONS," which is incorporated herein by reference. In lieu of Attachment A, Tech and the Customer may have agreed to a written set of MASTER SUBMISSION TERMS AND CONDITIONS which are incorporated herein by reference. No term, condition, deletion, modification, or other understanding, oral or written, in any way purporting to vary these terms and conditions, whether contained in purchaser's formal purchase order, related forms, or elsewhere, shall be binding upon Tech, unless approved in writing and signed by an officer of Tech.

PAYMENT: 50% Down; Balance Progress Billing

DELIVERY: 6 - 8 weeks

F.O.B. Tech Electronics of Columbia, Inc.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be properly executed, intending that it shall be legally binding upon them and their respective heirs, estates, successors and assigns.

CUSTOMER ACCEPTANCE:

Tech Electronics of Columbia, Inc.

Cindy Gamett 9/14/22
Authorized Signature Date

Salesperson: John Braun Date

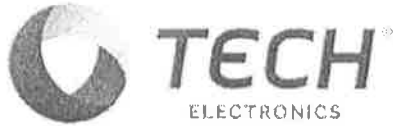
Cindy Gamett
Printed Name

Tech Officer's Acceptance Date

Case Administrator
Title

Title

This Submission shall be void unless accepted within 14 days from the date hereof. Unless indicated otherwise on this Submission, the prices quoted herein do not include any sales tax, duties, excise or other similar taxes. All such taxes imposed will be added as a separate item on the invoice.



Attachment A

SUBMISSION TERMS AND CONDITIONS

These Terms and Conditions are provided in connection with a Submission from Tech Electronics of Columbia, Inc. ("Tech") to Customer (as defined in the Submission). The Submission is intended as an offer by Tech, and is subject to acceptance by Customer, which shall be indicated by Customer's signature on the Submission. These Terms and Conditions consist of nine (9) Sections, some of which have multiple subsections, the last of which is Section 9.12. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Submission.

1. Services.

1.1 Type of Services.

Tech agrees to provide goods and/or services as described in the Submission (the "Goods" and the "Services") in connection with the system(s) as described in the Submission, the "System"). If Customer desires Tech to provide any additional services other than as set forth in the Submission, then any such additional services shall only be furnished pursuant to a separate agreement.

1.2 Warranty Limitations.

If warranty service is requested because of causes other than breach of a warranty provided by Tech, the service will be provided at Tech's per call rates and terms then in effect. Some examples of causes other than breach of warranty include: normal wear and tear; unauthorized attempts by other than Tech personnel to repair, maintain or modify the System or its component parts; catastrophe; failure of equipment not maintained by Tech or of equipment not covered by the Submission; fault or negligence of Customer; operator error, improper use or misuse of the equipment; causes external to the equipment such as, but not limited to, transportation or fluctuations of humidity, temperature, power surges and lightning. Warranty service does not include (i) operating supplies or accessories, cleaning supplies necessary for Customer preventive maintenance, paint, or refinishing the equipment or furnishing materials for this purposes; (ii) electrical work external to the machines or maintenance of accessories; (iii) batteries or lamps; (iv) alterations, attachments or other devices not furnished by Tech unless specifically noted herein; or (v) moves, adds or changes of software and/or System hardware not related to maintenance of the System.

1.3 Movement of Equipment.

To permit continuity of service while the System is covered under warranty, Customer shall give Tech at least thirty (30) days prior written notice of its intent to move any equipment comprising part of the System. Tech personnel shall supervise the dismantling and packing/unpacking of the equipment and shall inspect and reinstall the equipment at the new location, and charge Customer for all such labor and materials provided at its then-current rates and terms. Tech shall be under no obligation to furnish continued services or warranty services if any part of the System is moved from its location of initial installation and/or reinstalled without the prior written approval of Tech.

1.4 Authorization of Tech.

Customer hereby authorizes and empowers Tech, its agents or assigns, if required by the Submission, to: (i) to perform any necessary Services as required to be performed by Tech hereunder; and (ii) enter Customer's premises in the event of an emergency occurring during periods of Customer's apparent or actual absence for the purpose of making emergency repairs to the System, but only if Customer has furnished Tech with a key to its premises. Tech assumes no liability for any delay, however caused, in the installation of the System or for interruption of services, due to strikes, fires, power failures, interruptions or unavailability of telephone service, acts of God, or any other cause beyond the control of Tech. Notwithstanding the foregoing, Tech shall have no obligation to enter Customer's premises without being asked to do so by Customer.

2. Payment Terms.

2.1 Fees; Payment.

The purchase price and the payment terms for the Goods and Services are set forth in the Submission. All sums not paid when due shall bear interest at the rate of 1-1/2% per month or the maximum legal rate permitted by law, whichever is less. All costs of collection of amounts owed hereunder, including reasonable attorney's fees, shall be paid by Customer.

2.2 Expansion of System.

If, during the term of the warranty period, Customer expands the System, Tech may, in its sole discretion, increase the warranty service charge commensurate with the expansion of the System, in which case Tech shall send Customer an additional invoice with such fee prorated over the remaining term of this warranty period. Customer agrees to pay such fee, as increased hereunder, for the remainder of the term of the warranty period set forth in the Submission.

2.3 Additional Charges to Customer.

Customer acknowledges and agrees that Customer is responsible for the following additional costs: (i) discontinued or obsolete hardware and software. In the event the hardware and/or software components on the System are discontinued or rendered obsolete by the manufacturer, then Customer agrees to pay the additional costs to modify and/or purchase the replacement hardware and/or software necessary for the System to function properly as reasonably determined by Tech; (ii) increased service charges of software or System manufacturer. In the event such manufacturer increases service charges to Tech after the effective date of the Submission, Customer agrees to pay the additional costs; (iii) additional charges, imposed at the discretion of Tech, in the event that Customer's software is not maintained at the current manufacturer's software version; (iv) any taxes or fees imposed by local ordinances on the System or the maintenance thereof; and (v) costs to maintain all Customer provided hardware and software in order to maintain compatibility with the System as the System hardware and/or software is upgraded throughout the term of the Submission. In such cases, Tech reserves the right to add a special processing fee as well.



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SUBMISSION

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Date: 9/9/2022

0145335-01D

The Power of Connection and Protection

3. Software Sublicense.

3.1 Right To Distribute and Sublicense; Restrictions.

Tech has acquired from one or more third parties (each a "Third Party") the right to distribute and sublicense certain Third Party software (the "Software") for use in conjunction with the System. Tech hereby grants to Customer a non-exclusive, non-transferable sublicense to use the Software in the System. Customer acknowledges that Tech is only a licensed distributor, and not the creator, owner or manufacturer, of the Software. Tech shall assign to Customer all of its rights and interests in and to any warranty or indemnity offered in connection with the Third Party Software that are assignable by Tech.

3.2 Third Party Software Terms and Conditions.

Customer shall comply with all Third Party terms and conditions applicable to the maintenance of the Software, including but not limited to any requirements to enter into a separate software support and/or maintenance agreement with the applicable Third Party manufacturer, creator or owner and paying all associated maintenance and/or service fees associated therewith. In the event Customer fails to comply with any provisions of the Third Party maintenance terms and conditions, then (i) Tech may terminate the Submission immediately and (ii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech's then-current services rates.

3.3 Third Party Beneficiary.

Customer acknowledges that the provisions contained in this Section 3 are intended to protect the Third Party manufacturers, creators and/or owners of the Software; accordingly, each Third Party shall be deemed a third party beneficiary with respect to this Section 3 and shall have the right to enforce this Section as appropriate against Customer.

3.4 Software Release Levels.

Customer shall, at Customer's sole cost and expense, maintain the Software at the then-current version or release of the Software; otherwise (i) Customer may not be eligible to receive Goods and Services hereunder, (ii) Tech may terminate the Submission immediately and (iii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech's then-current services rates.

4. Termination

In addition to Tech's rights under Section 8.2, Tech's obligations under the Submission may be terminated pursuant to Sections 3.2, 3.4 and 9.4 of these Terms and Conditions.

5. Warranties, Indemnification, and Restricted Phones Waiver.

5.1 General Warranty.

The scope and coverage of Tech's warranty is set forth in the Submission. The warranty will commence on the date of Customer's First Beneficial Use of the System or on such other date as mutually agreed by Tech and Customer in the Submission or Specifications. "First Beneficial Use" means the point in time when Customer first uses all or any part of the System in its business. If any failure to conform to such warranty be found during the term of the warranty, Tech will correct such nonconformity by replacement of defective material and parts or by making other suitable repairs. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED BY TECH. Tech does not represent or warrant that the System will not be compromised or circumvented, that the System will prevent any loss by burglary, hold-up, fire or otherwise, or that the System will in all cases provide the protection for which it is installed or intended or protect Customer from all losses. Customer acknowledges that (i) Customer assumes all risks for loss or damage to Customer's premises and to its contents, (ii) Tech has made no representation or warranties nor has Customer relied on any representations or warranties, express or implied, except as set forth herein and (iii) Customer has read and understands the Submission and these Terms and Conditions, including Section 1 and Section 6 setting forth Tech's obligations and maximum liability in the event of any loss or damage to Customer. Customer acknowledges and agrees that Tech is not an insurer and that these Terms and Conditions are not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be maintained by Customer. Tech's charges are based solely upon the value of the services provided and are unrelated to the value of Customer's property or the property of others located on Customer's premises.

5.2 Disclaimer of Warranties as to Software.

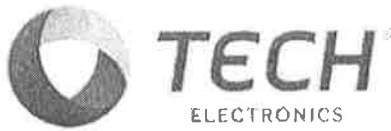
TECH MAKES, AND CUSTOMER RECEIVES, NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF THE SOFTWARE, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TECH MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE OF THE SOFTWARE OR THE RESULTS THAT MAY BE OBTAINED BY USING THE SOFTWARE. ACCORDINGLY, WITH THE EXCEPTION OF ANY WARRANTIES THAT TECH IS AUTHORIZED TO PASS THROUGH TO CUSTOMER DIRECTLY FROM THE APPLICABLE THIRD PARTY, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE.

5.3 Indemnification.

CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD TECH, ITS AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY FEES, WHETHER THESE CLAIMS AND LAWSUITS ARE BASED UPON ACTIVE OR PASSIVE NEGLIGENCE, INDEMNIFICATION, CONTRIBUTION OR STRICT OR PRODUCT LIABILITY ON THE PART OF TECH, ITS AGENTS OR EMPLOYEES, EXCEPT TO THE EXTENT SUCH CLAIMS, DEMANDS OR LAWSUITS OCCUR WHILE AN EMPLOYEE OR AGENT OF Tech IS ON CUSTOMER'S PREMISES AND WHICH DAMAGES, EXPENSES AND OTHER LIABILITY ARE SOLELY AND DIRECTLY CAUSED BY THE ACTS OF SAID EMPLOYEE OR AGENT. At Tech's option, Tech shall have full control over the conduct, defense and/or settlement of any claim for indemnification hereunder (including the selection of counsel related thereto). Customer shall advance and/or reimburse (at the sole discretion of Tech) all attorneys' fees and all costs, expenses, and obligations incurred by or to be incurred by Tech or any other of the indemnified persons in connection with investigating, defending, participating in (including on any appeal), settling, compromising, preparing to defend, or being a witness in any claim. If, at the time any of the indemnified persons notifies Customer of a claim and Customer has insurance coverage which may cover such claim, Customer promptly shall deliver written notice of such claim to any such insurers and provide Tech a copy of such notice.

Tech Electronics of Columbia, Inc.

1406 Rangeline St., Columbia, MO 65201 . (573) 875-1516 . Fax:(573) 874-0055 . www.techelectronics.com



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The Power of Connection and Protection

6. Limitation of Liability.

THE TOTAL LIABILITY OF TECH HEREUNDER OR ARISING IN CONNECTION WITH THE PROVISION OF ANY SERVICES, WHETHER BASED UPON OR ARISING OUT OF NEGLIGENCE, STRICT LIABILITY, CONTRACT, TORT, WARRANTY, MISREPRESENTATION, PATENT INFRINGEMENT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER TO TECH FOR SUCH SERVICES OR THE AMOUNT OF \$1,000.00, WHICHEVER IS LESS. THE PROVISIONS OF THIS SECTION SHALL APPLY IN THE EVENT OF LOSS OR DAMAGE, IRRESPECTIVE OF THE ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS SET FORTH BY THE TERMS OF THESE TERMS AND CONDITIONS OR FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF TECH'S AGENTS OR EMPLOYEES. IN NO EVENT SHALL TECH BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO OTHER EQUIPMENT OR ANY PLANT OR FACILITIES, LOSS OF PROFIT, OR LOSS OF PRODUCTION, REGARDLESS OF WHETHER THE CLAIM FOR SUCH CONSEQUENTIAL DAMAGES BE BASED ON WARRANTY (EXPRESS OR IMPLIED), CONTRACT, TORT OR OTHERWISE. TECH SHALL NOT BE LIABLE TO INDEMNIFY CUSTOMER AGAINST ANY CLAIMS MADE AGAINST CUSTOMER FOR SUCH CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD TECH HARMLESS FOR ALL CLAIMS (INCLUDING CLAIMS FOR INDEMNITY) FOR ANY SUCH CONSEQUENTIAL DAMAGES BROUGHT AGAINST TECH.

7. Waiver of Subrogation.

CUSTOMER DOES HEREBY FOR ITSELF AND ANY PARTIES CLAIMING UNDER IT, RELEASE AND DISCHARGE TECH FROM AND AGAINST ALL HAZARDS COVERED BY CUSTOMER'S INSURANCE, AND ALL CLAIMS AGAINST TECH ARISING OUT OF SUCH HAZARDS, INCLUDING ANY RIGHT OF SUBROGATION BY CUSTOMER'S INSURANCE CARRIER, ARE HEREBY WAIVED BY CUSTOMER, AND CUSTOMER SHALL PROMPTLY SO NOTIFY ITS INSURANCE CARRIER. THIS WAIVER OF SUBROGATION EXTENDS TO ANY ALLEGED NEGLIGENCE BY TECH.

8. Defaults and Remedies.

8.1 Default.

The happening of any one of the following shall be an "Event of Default" under the Submission: (i) failure by Customer to pay any amount within 30 days after the same is due and payable; (ii) failure by Customer to observe, keep or perform any agreement required of it herein and to correct such breach within 10 days after written notice of same from Tech; (iii) abuse of the System; (iv) dissolution, termination of existence, discontinuance of the business, insolvency or business failure of Customer; (v) initiation of any bankruptcy, reorganization, assignment of the benefit of creditors, or like proceeding by or against Customer; (vi) excessive false alarms caused by Customer; or (vii) allow other vendors to work on the System during Tech's performance of Services or the term of the warranty.

8.2 Remedies.

Upon the occurrence of an Event of Default, then at any time thereafter Tech may pursue one or more of the following remedies: (i) by written notice to Customer, declare the balance of all unpaid amounts due and to become due under the Submission to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1-1/2% per month (18% per year) or the maximum rate permitted by law from the first occurring Event of Default; (ii) receive immediate possession of any Tech owned portion of the System, and for such purpose enter Customer's premises and remove said portion of the System and Customer hereby waives any further rights to the Tech owned portion of the System and any claims resulting from said repossession, including any claim or restoration of the premises to its former condition; (iii) proceed at law or in equity to enforce performance by Customer of the provisions of the Submission, or to recover damages for the breach of the Submission; (iv) discontinue furnishing the Goods and Services, including, without limitation, disabling communication software, hardware and/or firmware contained within the System from the any monitoring facility, and terminate the Submission by written notice to Customer; (v) recover any other costs Tech is required to bear in respect to the System and/or services provided under the Submission; and (vi) recover all costs of collection, including court costs, collection expenses, attorneys' fees, reasonable costs of removal of the Tech-owned portion of the System, and any other reasonable costs paid or incurred by Tech in enforcing or attempting to enforce the Submission (including these Terms and Conditions). Furthermore, if there are any other agreements in effect between Tech and Customer, then Tech, at its option, may deem Customer's default under any other agreement to be a default under any or all the agreements and Tech shall be entitled to exercise any or all of its remedies upon default with respect to any or all of such agreements. The above remedies are cumulative and exercise of one does not preclude the exercise of another.

9. Miscellaneous Provisions.

9.1 Subcontracting; Assignment.

Tech shall have the right to subcontract any of the Services which it may be obligated to perform. The Submission and its benefits are not assignable by Customer except upon the prior written consent of Tech. Customer acknowledges that the Submission, and particularly those Sections relating to Tech's maximum liability and third party indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of Tech.

9.2 Nonsolicitation.

Neither party may solicit to hire, employ or otherwise receive the services of (except for services provided pursuant to the Submission), any individual who was employed by the other party at the time of such solicitation or employment or at any time during the one year period immediately preceding such solicitation or employment, without the prior written consent of the party employing the individual. Each party acknowledges that in the event it breaches its agreement in this Section 9.2, the non-breaching party would incur costs to recruit and hire a new employee (including, but not limited to, expenses for advertising and other recruiting sources and administrative time in reviewing and selecting candidates). In addition, there would be costs with recruiting and orienting the replacement, including lost productivity and/or efficiency in the handling of other assignments. The parties agree that these costs and expenses may well be difficult, if not impossible, to ascertain with specificity. As a result, the parties have agreed upon a liquidated amount to reasonably compensate the non-breaching party, at a minimum, for the types of damages noted above: that liquidated amount shall be equal to 50% of the annualized compensation (including benefits) of the individual who is solicited, representing the equivalent of six months of pay (including benefits). The parties agree that this is a reasonable estimate of damages and not included as a penalty.

Tech Electronics of Columbia, Inc.

1406 Rangeline St., Columbia, MO 65201 • (573) 875-1516 • Fax: (573) 874-0055 • www.techelectronics.com



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The Power of Connection and Protection

9.3 Third-Party Beneficiary.

Except as provided in Section 3.3, these Terms and Conditions and the Submission are solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement. The parties hereby expressly disclaim any intention to create any third party beneficiaries of these Terms and Conditions or the Submission or the Goods and Services.

9.4 Force Majeure.

Tech shall not be liable for nonperformance or delay in performance due wholly or partially to any cause beyond its control, including action or failure of the government to act where action is required, strikes or other labor troubles, riots, power failures, interruption or unavailability of telephone service, fire, flood, lightning, earthquakes, or other acts of God. Replacement of the System necessitated by any such event will be at Customer's expense. The Submission may be suspended or terminated, at the option of Tech or Customer, if Customer's premises or the System or any part thereof is destroyed by fire, lightning or other catastrophe or so substantially damaged that it is impractical to continue to provide Goods and Services. Upon such suspension or termination, an equitable refund of the service charges paid, but not yet earned, shall be made. Notice of termination shall be given upon written notice given within ten (10) days of such event.

9.5 Entire Agreement.

Customer acknowledges receipt of a copy of the Submission and these Terms and Conditions. The Submission (including these Terms and Conditions and any other documents expressly incorporated by the Submission) constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written. If there is any conflict between the Submission and Customer's purchase order, or any other document or any oral agreements, the Submission will govern. No conditions in the acceptance by Customer and no subsequent agreements or communications in any way modifying the provisions of the Submission shall be binding unless signed by an authorized representative of Tech.

9.6 Amendments.

The Submission may only be amended in a writing signed by both parties. No waiver of any of the terms and conditions contained herein shall be effective unless such waiver is in writing and signed by an authorized representative of the party waiving such condition.

9.7 Severability.

In the event any of the terms and conditions of the Submission are declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

9.8 Governing Law.

The Submission and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

9.9 Waiver of Jury Trial.

EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THE SUBMISSION OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM IN RESPECT OF THE SUBMISSION OR TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

9.10 Notices.

Any notice provided pursuant to the Submission, if specified to be in writing, shall be in writing and shall be deemed given: (i) if by facsimile, hand delivery or by delivery service, upon receipt thereof; (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid; or (iii) if by electronic mail, upon receipt thereof. All notices shall be addressed to the parties at the addresses specified in the Submission or at such other addresses as either party may in the future specify in writing to the other.

9.11 Binding Effect.

The Submission shall not be binding upon Tech unless approved in writing by an authorized representative of Tech. In the event of failure of such written approval, the sole liability of Tech shall be to refund to Customer the amount paid to Tech upon the signing of the Submission.

9.12 Disclaimers and Waivers.

These Terms and Conditions contain certain exculpatory clauses, disclaimers and waivers to which Customer has agreed. Those clauses are set forth in Sections 5.1, 5.2, 6, 7 and 9.9. Customer's signature on the Submission indicates its acceptance of and assent to such provisions.

End of Terms and Conditions

DEPOSIT FORM

Total Amount \$ \$20,445.00

Juvenile Court Residential Services

Juvenile Court Residential Services - Callaway Reimbursement 1242-03471

Family Services & Justice Fund

Miscellaneous Revenue (For GAL Training) 2820-03890

Family Court Fees - Juvenile 2820-03579

Miscellaneous Revenue - Callaway Reimbursement 2820-03471

Commissioner's Salary Reimbursement - Callaway 2820-03471

Focus on Kids Reimbursement - Callaway 2820-03471

Other Supplies 2820-23050

Administrative Fee 2820-03887

Juvenile Office

Juvenile Office - Home Detention 1241-03524

Juvenile Office - Callaway Reimbursement 1241-03471

Juvenile Office - Cellular Phone 1241-48050

Juvenile Office - Other Fees-Drug Testing 1241-03569

Circuit Drug Court

Drug Court - Other Fees-Drug Testing 2830-03569

Drug Court - Callaway Reimbursement for tests for CWY DWI & D.Court 2830-86300

Drug Court - Callaway Reimbursement for tests for CWY FS & J Fund 2830-86300

Drug Court - Callaway Reimbursement for tests for CWY JO Office 2830-86300

Drug Court - Donation from Women Lawyers' Association 2830-03890

Circuit Court

Circuit Court - Callaway Reimbursement for Ct. Administrator's Salary 1210-03471

Circuit Court - Callaway Reimbursement 1210-03471

Circuit Court - Callaway Court Marshal Reimbursement 1210-03471

\$20,445.00

Circuit Court - Reimburse Special Projects 1210-03525

Circuit Court - Uniform Reimbursement 1210-23300

Circuit Court - Change of Venue Reimbursement 1210-03473

Circuit Court - Miscellaneous (Money found in courthouse) 1210-03890

Circuit Court - Other Fees-VIP Program 1210-03569

Approved By



Date:

9/13/2022

COUNTY OF BOONE
BOONE COUNTY LAW LIBRARY
801 E WALNUT ST
COLUMBIA, MO 65201

1130

80-85/815

DATE 09/13/2022

PAY
TO THE
ORDER OF

Boone County Treasurer's Office

\$ 20,445.00

Twenty thousand four hundred forty five dollars ⁰⁰/₁₀₀

DOLLARS 

 **Central Bank**
of Boone County
www.centralbank.net
MEMBER FDIC

FOR AS upgrade

|| [REDACTED] || [REDACTED] || [REDACTED]

493-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

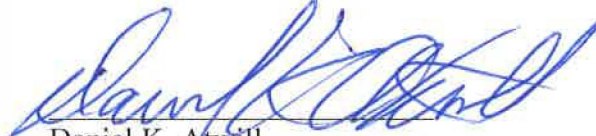
Term 20

In the County Commission of said county, on the 11th day of October 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment for the FY22 MO Foundation for Health Grant received by the Community Services Department.

Done this 11th day of October 2022.



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:



Brianna L. Lennon
Clerk of the County Commission

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

8/12/2022

EFFECTIVE DATE

FOR AUDITORS USE

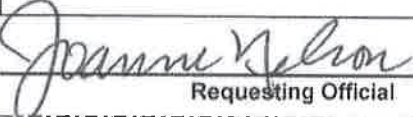
(Use whole \$ amounts)

Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2130	3451	Comm Health Fund Comm Svcs Admin	State reimb-grant/program/other		22,777
2131	71101	Comm Health Fund Comm Svcs Admin	Professional Services		2,750
2131	84010	Comm Health Fund Comm Svcs Admin	Reception/Meetings		2,375
				-	11,389

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

Account for 2022 portion of the Missouri Foundation for Health grant received by the Community Services Department.
Part of reimbursement covers salary which is already budgeted.



 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A fund-solvency schedule is attached.
- Comments: FY22 Mo Foundation for Health
- Agenda
- Auditor

28

 Auditor's Office

 PRESIDING COMMISSIONER

 Justin Howard
 DISTRICT I COMMISSIONER


 DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing

GRANT AWARD AGREEMENT 21-0500-OF-22

THIS GRANT AWARD AGREEMENT ("Agreement") is entered into between The Missouri Foundation for Health ("Foundation") and County of Boone d/b/a Boone County Community Services Department ("Grantee"). Foundation and Grantee agree as follows:

1. Grant Amount and Purpose. Foundation is funding the project as described in Attachment A ("Project") in the amount of \$58,107 (the "Grant"). Grantee will only use the Grant for purposes of the Project. Grantee must get prior approval from Foundation to change the scope of the Project.
2. Grant Period. The grant is for a period of 36 months beginning August 1, 2022 and ending July 31, 2025 (the "Grant Period"). Grantee can submit a written request for approval of a no-cost extension to Foundation prior to the Grant Period end date.
3. Use of Grant Funds. Grant funds must be spent within the Grant Period and in accordance with Attachment B ("Project Budget"). Grantee must get prior approval from Foundation to change the Project Budget. Any funds remaining after the Grant Period or that were not used for the Project as approved in the Project Budget will be promptly returned to Foundation.
4. Payments and Reporting. Grantee will submit reports to Foundation through the online portal on the dates specified below and may be asked to participate in periodic site visits, meetings, or phone calls. If Grantee completes an evaluation of the Project, Grantee agrees to share the evaluation with the Foundation.

The initial payment is paid upon full execution of this Agreement, or near the Grant start date, whichever is later. Remaining payments are released on approval of reports. All Grant funds must be spent by the Grant Period end date.

<u>Report Due Date</u>	<u>Report Period</u>	<u>Payment Amount</u>
First Disbursement	Not Applicable	\$22,777
8/15/2023	08/01/2022 - 07/31/2023	\$21,081
8/15/2024	08/01/2023 - 07/31/2024	\$11,344
8/31/2025	08/01/2022 - 07/31/2025	\$ 2,905

Grantee is encouraged to provide financial supporting documentation with each report for the current reporting period. If only submitted with the final report, documentation must be provided for the entire grant period (August 1, 2022-July 31, 2025).

<u>Budget Line Items</u>	<u>Required Documentation</u>
Salary	Payroll Register
Other Direct	Paid Invoice (items over \$250) and General Ledger Detail
Indirect	None
All other line items	Paid Invoice and General Ledger Detail

5. Records. Grantee must keep records of receipts and expenditures of the Grant funds and make the records available to Foundation upon request. These records, as well as copies of

reports submitted to Foundation will be retained by Grantee for at least one year following completion of the Project Period.

6. **Project Results License.** Foundation will have an irrevocable and nonexclusive license to make, use, reproduce, distribute, or display all or any portion of the project results in any format, currently known or developed later.
7. **Change in Status.** Grantee will maintain its tax-exempt status throughout the duration of the Grant Period and remain in good standing with the State of Missouri. Grantee will notify Foundation immediately of any change or proposed change in (i) Grantee's legal or tax status, and (ii) Grantee's key staff responsible for administering the Grant.
8. **Publicity.** Foundation may include information about the Project, including the name of the Grantee, a description of the Project, and the amount of the Grant on Foundation's website and in reports, tax returns, and other public disclosures. Any use of the Foundation's name or logos by the Grantee or its agents must be consistent with the guidelines available on Foundation's website. Publicity for projects comes in various formats. Therefore, it is not necessary that all publicity associated with the Project clearly identify Foundation as the supporting changemaker. There are exceptions to this (e.g. media interviews and news reports), where the Foundation would prefer to be included for context. If Grantee is issuing a press release on the work, Grantee will send to the Foundation Strategic Communications staff to ensure that mention and placement of the Foundation's name and content is accurate and appropriate. Foundation will have a minimum of 15 days to review and comment before Grantee issues the press release.
9. **Termination of Grant.** The Foundation, in its sole discretion, can terminate this Agreement and withhold payment of Grant funds under certain circumstances, including but not limited to: (a) Foundation is not satisfied with the progress of the Project; (b) Foundation determines Grantee cannot satisfactorily complete the Project; (c) Grantee's tax-exempt or legal status changes; or (d) Grantee fails to meet the terms and conditions set forth in this Agreement. If the Grant is terminated prior to the end of the Grant Period, Grantee will: (a) provide a full accounting of Grant expenses for the Project through the date of termination, and (b) repay unexpended funds or funds that were not used for the Project as approved in the Project budget within 30 days of the date of termination.
10. **Additional Restricted Uses.** Grantee agrees that Grant funds will be used exclusively for its exempt purposes and will not be used to (i) cause any private inurement, self-dealing, or excess benefit transactions, (ii) carry on propaganda, lobbying or otherwise attempt to influence legislation, or (iii) participate in any political campaign on behalf of any candidate for office or for political campaign contributions.
11. **Nondiscrimination.** Grantee affirms that Grantee will not discriminate on the basis of race, color, sex, religion, national origin, age, disability, sexual orientation, gender identity or veteran status either in its employment practices or in its policies and procedures concerning access to services.
12. **Equipment Purchased with Grant Funds.** Title to all equipment purchased with Grant funds ("Grant Funded Property") will be Grantee's property. However, Grantee grants

Foundation a security interest in the Grant Funded Property until the final report has been approved by Foundation. Foundation may file a UCC-1 financing statement with the appropriate state office for such security interest. Grant Funded Property not used for carrying out the Project as described in the Proposal will be returned to Foundation or Grantee will repay Foundation for the cost.

13. Relationship of Parties. This Grant does not create an employment, agency, or partnership relationship between the parties.
14. Indemnification. Foundation is a funding source only and does not participate in or direct any of the activities or services of Grantee. To the extent permitted under Missouri Law, Grantee will indemnify, defend, and hold harmless Foundation and its affiliates, directors, officers, employees, volunteers and agents from and against any and all demands, claims, actions, suits, losses, damages, arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys' fees and expenses) arising out of or relating to the acts or omissions, actual or alleged, of Grantee or Grantee's employees, subgrantees, subcontractors, agents, and affiliates arising out of or related to any breach of this Agreement, and/or negligence or willful misconduct by Grantee.
15. Authority. Each individual executing this Agreement has authority to execute this Agreement on behalf of the organization.
16. Entire Agreement; Assignment. This Agreement and all attachments contain the entire understanding between the parties and supersedes all prior written or oral agreements. Grantee may not assign, or otherwise transfer, Grantee's rights or delegate any of its obligations under this Agreement without prior written approval of Foundation.
17. Applicable Law; Venue; Prevailing Party. This Agreement will be governed according to the laws of the State of Missouri. Any lawsuit, action or proceeding resulting from, or related to this Agreement will be brought in a court of competent jurisdiction and prior venue in the State of Missouri.
18. Preservation of Rights and Remedies. The parties agree to fully comply with the terms and conditions of this Agreement. In the event of a default by Grantee, the Foundation may decide, in its sole discretion, to pursue all or only certain rights and remedies, waive a default, or allow Grantee a cure period to resolve the default; but the Foundation's prior conduct will not be binding upon its rights and remedies with respect to any ongoing default or future default, which the Foundation reserves the right to handle differently. Additionally, the Foundation's rights and remedies stated in this Agreement are not intended to be exclusive of any other right or remedy under applicable law.
19. Counterparts and Electronic Signatures. This Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.
20. Effective Date. This Agreement will become effective when signed by both parties.

By their signatures below, the parties agree to enter into this Agreement.

The Missouri Foundation for Health

By: 

Dwayne Proctor, Ph.D.
President and Chief Executive Officer

7/1/2022
Date

County of Boone d/b/a Boone County Community Services Department
(By and through its County Commission):

By: 

Daniel K. Atwill
Presiding Commissioner

7/14/2022
Date

ATTEST:

By: 

Brianna L. Lennon
County Clerk

7/14/2022
Date

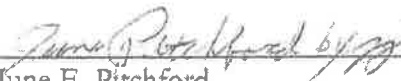
Approved as to legal form:

By: 

C.J. Dykhouse
County Counselor

7/5/22
Date

Auditor Acknowledgement for Budgeting Purposes:

By: 

June E. Pitchford
Auditor

07/05/2022
Date

Attachments:

- A. Project Narrative
- B. Project Budget

Year	2022	Estimated Revenue	_____
Dept	2130 CMTYHLTHFND COMM SVCS ADMIN	Revisions	_____
Acct	3451 STATE REIMB-GRANT/PROGRAM/OTHR	Original + Revisions	_____
Fund	213 CMNTY HEALTH/MED (HSPTL LEASE)	Revenues	22,777.00

Class/Account	A ACCOUNT	Actual To Date	22,777.00
Account Type	R REVENUE	Remaining Balance	22,777.00-
Normal Balance	C CREDIT		

Transaction Code	Effective Date	Description	Orig	Document	Amount
30	8/11/2022	STATE REIMB-GRANT/PROGRAM/OTHR	2022	2608	22,777.00

Bottom

494-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 22

County of Boone

} ea.

In the County Commission of said county, on the 11th day of October 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Extension Agreement No. 2 for the \$70,512.00 Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Perche Ridge Plat 1.

Terms of the agreement are stipulated in the attached Extension Agreement No. 2. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 11th day of October 2022.

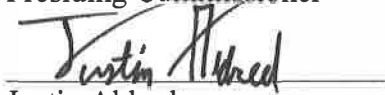
ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

EXTENSION AGREEMENT NO. 2
\$70,512.00 IRREVOCABLE LETTER OF CREDIT – PERCHE RIDGE PLAT NO. 1

THIS AGREEMENT, effective **October 22, 2022**, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and **Fred Overton Development, Inc.**, herein “Developer.”

WHEREAS, Developer is constructing a **residential subdivision, Perche Ridge Plat No. 1**, herein “Project”; and

WHEREAS, **Central Bank of Boone County**, herein “Bank”, has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **October 22, 2020**, in the amount of **\$70,512.00**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **October 22, 2022**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **October 22, 2023**.

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


1. Commission Order #500-2020 and the Permanent Stormwater Management BMP Security Agreement dated **October 29, 2020**, approving infrastructure security in the form of a letter of credit in the amount of **\$70,512.00**, with an expiration date of **October 22, 2021**, is attached hereto and incorporated herein by reference.
2. Commission Order #361-2021 and the Extension Agreement dated **August 31, 2021**, approving extension of the Letter of Credit to **October 22, 2022**, is attached hereto and incorporated herein by reference.
3. The parties mutually agree to extend the **October 22, 2020** Letter of Credit such that the new expiration date will be **October 22, 2023**.
4. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **October 29, 2020**, and attachments thereto shall remain unchanged and in full effect.
5. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

BANK:

Central Bank of Boone County

By:



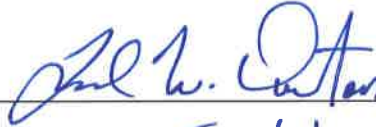
Printed Name: Jaime Palmer

Title: Vice President, Commercial Banking

DEVELOPER/OWNER:

Fred Overton Development, Inc.

By:



Printed Name: Fred W. Overton

Title: Pres.

BOONE COUNTY:

County Commission:

By:



Daniel K. Atwill, Presiding Commissioner

Attest:

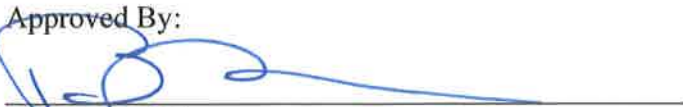

Brianna L. Lennon, County Clerk

County Treasurer:



Dustin Stanton, County Treasurer

Approved By:



Bill Florea, Director Boone County Resource Management

Approved as to legal form:


Charles J. Dykhouse, County Counselor

495-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 11th day of October 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Extension Agreement No. 1 for the \$34,020.90 Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Ravenwood Plat 1.

Terms of the agreement are stipulated in the attached Extension Agreement No. 1. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 11th day of October 2022.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

EXTENSION AGREEMENT NO. 1
\$34,020.90 IRREVOCABLE LETTER OF CREDIT – RAVENWOOD PLAT 1

THIS AGREEMENT, effective **December 6, 2022**, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and **Fred Overton Development, Inc.**, herein “Developer.”

WHEREAS, Developer is constructing a **residential subdivision, Ravenwood Plat 1**, herein “Project”; and

WHEREAS, **Central Bank of Boone County**, herein “Bank”, has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **December 6, 2021**, in the amount of **\$34,020.90**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **December 6, 2022**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **December 6, 2023**.

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

1. Commission Order #**100-2022** and the Permanent Stormwater Management BMP Security Agreement dated **March 10, 2022**, approving infrastructure security in the form of a letter of credit in the amount of **\$34,020.90**, with an expiration date of **December 6, 2022**, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the **December 6, 2022** Letter of Credit such that the new expiration date will be **December 6, 2023**.
3. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **March 10, 2022**, and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

BANK:

Central Bank of Boone County

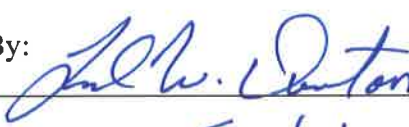
By: 

Printed Name: Jaime Palmer

Title: Vice President, Commercial Banking

DEVELOPER/OWNER:

Fred Overton Development, Inc.

By: 

Printed Name: Fred W. Overton

Title: Pres

BOONE COUNTY:

County Commission:

By: 

Daniel K. Atwill, Presiding Commissioner

Attest:


Brianna L. Lennon, County Clerk

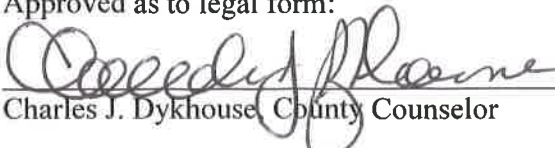
County Treasurer:


Dustin Stanton, County Treasurer

Approved By:


Bill Florea, Director Boone County Resource Management

Approved as to legal form:


Charles J. Dykhouse, County Counselor

496-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 22

County of Boone

} ea.

In the County Commission of said county, on the

11th

day of

October

20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza, and for access to restrooms only, the Boone County Government Center Chambers by Arise Dwellings, LLC on Saturday, November 5, 2022, from 9:00 am to 3:00 pm for DACA Day Awareness Event. This approval is contingent upon adherence to the then-applicable health order. The Commission's approval of the use of the interior of the Government Center is conditioned upon the inside use being consistent with the then-applicable building use policies set forth by the Commission in light of the COVID-19 pandemic and local health orders.

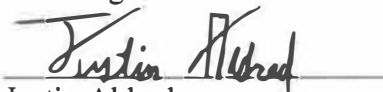
Done this 11th day of October 2022.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Arise Dwellings LLC

Address: 905 Hirth Ave

City: Columbia State: MO ZIP Code 65203

Phone: 573 808 3932 Website: N/A

Individual Requesting Use: Scott Claybrook

Position in Organization: Owner

Address: 602 Florence Ave

City: Columbia State: MO ZIP Code 65203

Phone: 573 808 3932 Email: moveforward@arisedwellings.com

Event: DACA Day Awareness Event

Description of Use (ex. Concert, speaker, 5K): Speakers + Bands + Community Gathering

Date(s) of Use: 11/5/22

Start Time of Setup: 9:00am AM/PM

Start Time of Event: 11:00am AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 2:00pm AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 3:00pm AM/PM

Emergency Contact During Event: Scott Claybrook Phone: 573 808 3932

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: Social media, word of mouth, flyers

Contact for promoters same as above (Scott Claybrook)

How many attendees (including volunteers) do you anticipate being at your event? 100

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

Working with volunteers to be eyes on security and greeters at all major entrances to the Plaza; A/V Team also on-point for security;

No open flames or other concerns on-location for Fire Safety

Evacuation Plan: Announcements from PA system; evacuation options towards Ash St., Walnut St. (both South walkways; Alleyway between Roger B. Wilson and Apartments

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

N/A

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: ___# adults per _____#minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be refunded to the organization. Please indicate below to whom the refund check should be issued:

Name/Organization: _____ Arise Dwellings LLC _____

Address: 905 Hirth Ave

City: Columbia State: MO ZIP Code 65203

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Scott Claybrook, Owner

Address: 905 Hirth Ave, Columbia, MO 65203

Phone Number: 573 808 3932 Date of Application: 9/15/22

Email Address: moveforward@arisedwellings.com

Signature: 

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI


County Commissioner

DATE: 10/11/2022

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW

ARISE DWELLINGS LLC
602 FLORENCE AVE
COLUMBIA, MO 65203-2423

Check No 0004
80-85/815

9/16/22
Date

PAY TO THE
ORDER OF

County of Boone

\$ 200.⁰⁰

Two Hundred ^{00/100} Dollars



Central Bank

www.centralbank.net

Member FDIC

NOV 5TH

For TRACY DEBBI - PLAZA

[Handwritten Signature]

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑆08 1500859⑆ ⑆128971661⑆ 0004

Form BR 1008

1007 No. 335857

BOONE COUNTY TREASURER RECEIPT

Receipt Number: 2022 3065 Receipt Date: 9/19/2022

Employee Initials: TRJULIE

Received From: ARISE DWELLINGS LLC

Amount: \$*****200.00

Remarks: DACA DAY AWARENESS EVENT
PLAZA RENTAL-NOVEMBER 5, 2022



Boone County Treasurer

A handwritten signature in cursive script that reads "Justin Stanton".

Treasurer of Boone County