

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

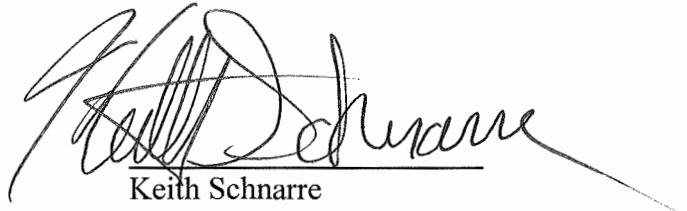
June Session of the April Adjourned Term. 20 04

In the County Commission of said county, on the 10th day of June 20 04


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

Now on this day the County Commission of the County of Boone does hereby award bid 09-16MAR04 for Mobile Shelving Systems to Conner Business Systems. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 10th day of June, 2004.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

223-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: June 2, 2004
RE: 09-16MAR04 – Mobile Shelving Systems

The Bid for the Mobile Shelving Systems closed on March 16, 2004. Seven bids were received. The Recorder's office recommends award to Conner Business Systems for their alternate bid for pre-owned shelving – all other items in this bid are new which includes the mechanical.

Safe Business offered the lowest bid for \$20,531. Their bid for the Mobilex shelving installs only railings on the floor, not a decking system. Following evaluation, the Recorder's office determined that the "best bid" with these bid responses would be for shelving that includes a decking system. The next low bidder was Conner Business Systems, and their proposed alternate bid is for shelving with a decking system. During the Recorder Office' evaluation, they determined that a decking system is more ADA usable and allows periodic adjustment to the system for leveling. In the Circuit Clerk's office, their system is not the decking system, and the evaluators observed floating of the units due to changes in settling.

This contract will be paid out of department 2800 Storage and Preservation, account 91100 Furniture and Fixtures. Total contract award is \$21,475.

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

ATT: Bid Tabulation

cc: Betty Johnson, Recorder
Bid File

Bid Tabulation
09-16MAR04 Mobile Shelving System

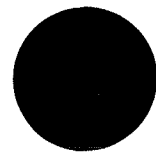
		Safe Business	Safe Business - Alternate Bid	Conner Business Systems - Alternate Bid	Conner Business Systems	Concepts for business	Warehouse 1	Inside the lines
4.7.	Pricing							
4.7.1.	Cost of High Density Mobile Shelving System per Section 2	\$ 18,546.00	\$ 20,480.00		\$ 24,850.00	\$ 20,840.70	\$ 23,990.00	\$ 26,332.00
4.7.2.	Make	Montel	Montel	Tab	Tab Express	Aurora	Direct Line Space	Holga
	Model	Mobilex	Quadramobile	Trac	Trac Grouted Mechanical Assist	High Density System	Pro-LP3	
2.7.3.	Total Filing Inches in Proposed system	11,556	11,556	11,556	11,556	13,296	12,996	13,800
	Cost per filing inch when combining 4.7.1. and 2.7.4. and divide by 2.7.3.	\$1.78	\$1.95	\$1.86	\$2.28	\$1.75	\$2.16	\$2.17
2.7.4.	Add Alternate 1 - Remove/Replace County Deed Books	\$ 1,985.00	\$ 1,985.00	\$ 1,500.00	\$ 1,500.00	\$ 2,356.00	\$ 3,994.00	\$ 3,600.00
2.7.5.	Add Alternate 2 - New/Pre-owned Shelving System	Not available	Not available	\$ 19,975.00	\$19,975.00 See Attached	N/A	No Bid	N/A
2.7.6.	Add Alternate 3 - Please provide information if possible regarding system expansion possibilities.	See Attached	See Attached	See Attached	See Attached	See Attached	See Attached	No Response
2.8.	After notice to proceed, contractor will begin work within ___ days	39	39	30	30	30	45	24
2.9.	Project will be completed within ___ business days after first day of work commencement	6 to 7	6 to 7	3 to 5	3 to 5	5	15	3 with alternate 1 - 4-6 days
2.10.	To Scale Drawing of unit configuration Submitted	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4.15.	Co-op	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Addendum	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	TOTAL WITH ADD ALTERNATE #1	\$ 20,531.00	\$ 22,465.00	\$ 21,475.00	\$ 26,350.00	\$ 23,196.70	\$ 27,984.00	\$ 29,932.00
	No Bids Industrial Shelving Systems SCR Inc							

RECEIVED

5/26/04

MAY 27 2004

PURCHASE REQUISITION



DATE

BOONE COUNTY AUDITOR

BOONE COUNTY, MISSOURI

5994

Conner Business Systems

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

223-2004

BID DOCUMENTATION

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

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

- Transaction Not Subject To Bidding For The Following Reason:
- Utility
 - Travel
 - Dues
 - Refund
 - Cooperative Agreement
 - Other (Explain):
 - Training
 - Pub/Subscriptions
 - Required Gov Payment
 - Agency Fund Distribution

#09-16MAR04

(Enter Applicable Bid / Sole Source / Emergency Number)

Bill To Department # 2800

Ship To Department # 1160

Department				Account				Item Description	Qty	Unit Price	Amount	
2	8	0	0	9	1	1	0	0	Mobile Shelving Unit	1		19,975
	8	0	0	9	1	1	0	0	Remove/Replace County Deed Books			1500
								TOTAL			21475.00	

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

Nara Klutz
Requesting Official

Auditor Approval *se*

**PURCHASE AGREEMENT FOR
MOBILE SHELVING UNIT**

THIS AGREEMENT dated the 10 day of JUNE 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Conner Business Systems**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a **Mobile Shelving Unit**, County of Boone Request for Bid for Mobile Shelving Unit, bid number **09-16MAR04** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Addendum Number One, as well as the Contractor's bid response dated March 10, 2004, executed by Brian Conner on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service, product data, or specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, Addendum Number One, and the unexecuted Response Form shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish, deliver, and install, a pre-owned Mobile Shelving Unit for \$19,975.00. In addition, the Contractor shall remove and replace County deed books for \$1,500.00 for a total contract price of \$21,475.00.

3. **Delivery** - The Contractor agrees to begin work on the shelving installation within 30 days after receipt of *Notice to Proceed* and to have project completed within three to five business days after first day of work commencement.

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

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

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

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

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

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

CONNER BUSINESS SYSTEMS

By: *Brian Conner*
Title: *Vice President*

BOONE COUNTY, MISSOURI

By: Boone County Commission
Keith Schmarke
Keith Schmarke, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noreh
Wendy S. Noreh, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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.)

Jane C. Pitchford
Signature *by se*

6/1/04
Date

2800 - 91100 - \$21,475.00

Appropriation Account

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term. 20 04

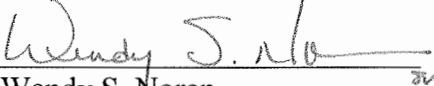
In the County Commission of said county, on the 10th day of June 20 04
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the City of Columbia Cooperative Contract 49/04 for Electrical Services with Tiffany Electric. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

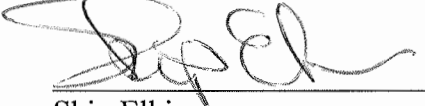
Done this 10th day of June, 2004.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

224-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: May 27, 2004
RE: 49/04 Electrical Services – City of Columbia Cooperative Contract

We have a County Term and Supply contract that our Facilities Maintenance department utilizes for Emergency Electrical Services with Meyer Electric. Purchasing and Facilities Maintenance are requesting permission to utilize the City of Columbia Cooperative Contract with Tiffany Electric to use as a secondary supplier.

Invoices will be paid from department 6100 – Facilities and Grounds Maintenance, account 60100 – Building Repairs/Maintenance.

cc: Ken Roberts, Facilities Maintenance
Bid File

**PURCHASE AGREEMENT
FOR
BUILDING ELECTRICAL SERVICES TERM AND SUPPLY**

224-2004

THIS AGREEMENT dated the 10 day of JUNE 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tiffany Electric Company, Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Building Electrical Services Term and Supply**, City of Columbia Request for Quote and contract number 49/04, as well as the Contractor's bid response dated December 26, 2003 and executed by Robert J. Thomas 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 City Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the City of Columbia contract number 49/04 shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through January 31, 2005, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) 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 Building Electrical Services as identified and responded to in the Contractor's Response Form. Items/service 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. Delivery Time - For each project Contractor is assigned, the Contractor and County Facilities Maintenance Department will agree upon a project completion time.

5. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Maintenance Department, 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 invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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:

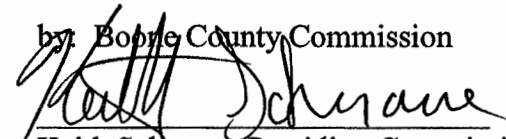
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

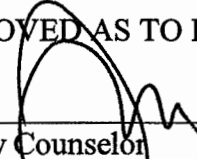
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

TIFFANY ELECTRIC COMPANY INC.

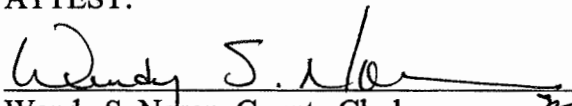
BOONE COUNTY, MISSOURI

by _____
 title _____
 address _____

by: Boone County Commission

 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:


 County Counselor

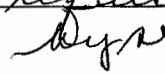
ATTEST:


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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.)

Facilities Maintenance Term/Supply 6100-60100

Signature no encumbrance required Date 5/27/04 Appropriation Account _____


CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 04

In the County Commission of said county, on the

10th day of

June

20 04

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

Now on this day the County Commission of the County of Boone does hereby award bid 19-18MAY04 for Exterior Painting – Maintenance Buildings to Humber Painting Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 10th day of June, 2004.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Boone County Purchasing

Alice Winkelman, CPPB
Buyer



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

225-2004

MEMORANDUM

TO: Boone County Commission
FROM: Alice Winkelman, CPPB
DATE: May 27, 2004
RE: 19-18MAY04 – Exterior Painting – Maintenance Buildings

The Bid for Exterior Painting of Maintenance Buildings at Public Works South Facility closed on May 25, 2004. Two bids were received. Purchasing and the Public Work's department recommend award to Humber Painting Company for submitting the only responsive bid.

The contract for \$14,771.00 will be paid out of department 6200, account number 60110. The original budget is for \$29,000.

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

Att: Bid Tabulation

cc: Ken Roberts, Facilities Maintenance
Bid File

Bid Tabulation
 19-18MAY04 - Exterior Painting - Maintenance Buildings

Bid Response Page 4	Humber Painting Co.	S/B Painting Co.
Base Bid Amount	\$13,827.00	\$11,540.00
Alternate Bid Amount	\$944.00	\$1,170.00
Signature and Identity of Bidder	Yes	Yes
Addendum 1	Yes	Yes
Addendum 2	Yes	No
Bidders Qualifications	Yes	Yes
Bid Bond	Yes	No

No Bids

5/26/04

DATE

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI



HUMBER PAINTING COMPANY

573-581-4608

VENDOR NO.

VENDOR NAME

PHONE #

22452 Audrain Rd. 9322

Mexico

MO 65265

ADDRESS

CITY

STATE ZIP

225-2004

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

- Checked boxes for Bid /RFP, Sole Source, Emergency Procurement, Written Quotes (3) attached, <\$750 No Bids Required, Professional Services.

- Transaction Not Subject To Bidding For The Following Reason: Utility, Travel, Dues, Refund, Cooperative Agreement, Other (Explain); Training, Pub/Subscriptions, Required Gov Payment, Agency Fund Distribution.

#19-18MAY04 (Enter Applicable Bid / Sole Source / Emergency Number)

RECEIVED MAY 26 2004

Bill To Department #

Ship To Department #

BOONE COUNTY AUDITOR

Table with 6 columns: Department, Account, Item Description, Qty, Unit Price, Amount. Rows include Exterior Painting of Maintenance Buildings at South PW Facility (13827.00), Alternate - Painting of Fuel Dispensing Equipment (\$944.00), 10%Contingency (1477.00), and a TOTAL row (16248.00).

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

Signature of Requesting Official dated 5/26/04

Signature of Auditor Approval

CONTRACT AGREEMENT

225-2004

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and Humber Painting Company (hereinafter referred to as the Contractor).

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

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 19-18MAY04
Exterior Painting – Maintenance Buildings
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid for the amount of \$13,827.00 and the Alternate Bid amount of \$944.00 for a total of \$14,771.00.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

Division 1 – General Project Requirements

1. Table of Contents
2. Notice to Bidders
3. Bid Response
4. Statement of Bidders Qualifications
5. Instructions to Bidders
6. Wage Rates
Annual Wage Order No. 10
7. Insurance Requirements
8. Contract Conditions
9. Sales/Use Tax Exemption
10. General Requirements
11. Performance Bond
12. Labor & Material Payment Bond

Section 1.01 – Scope and Summary of Work

Section 1.02 – Invitation for Bids by General Contractors

Section 1.03 – Supplementary Instructions to Bidders

Division 9 – Finishes

Section 09901 – General Painting Requirements

Section 09912 – Exterior Paint

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

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

The Owner agrees to pay the Contractor in the amount:

Fourteen Thousand Seven Hundred Seventy-One dollars (\$14,771.00)

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 10 JUNE 2004 at Columbia, Missouri.

(Date)

OWNER, BOONE COUNTY, MISSOURI

By: Keith Schname
Keith Schname, Presiding Commissioner

ATTEST:

CONTRACTOR: Humber Painting Company

Wendy Noren
Wendy Noren, County Clerk

By: _____
Authorized Representative Signature

By: _____
Authorized Representative Printed Name

Title: _____

Approved as to Legal Form:

John Patton
Boone County Counselor

AUDITOR CERTIFICATION

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

6200-60110 - \$14,771.00

Jane C Pitchford
Signature

5/27/04
Date

Appropriation Account

CERTIFIED COPY OF ORDER



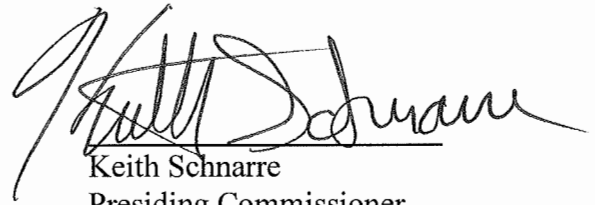
STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term. 20 04

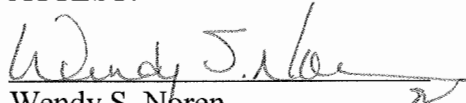
In the County Commission of said county, on the 10th day of June 20 04
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the disposal of surplus property through Kemper Auction Services as listed on the June 3, 2004 memo from the Purchasing Department. . It is further ordered that the Presiding Commissioner be hereby authorized to sign said disposal request forms.

Done this 10th day of June, 2004.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director of Purchasing



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

Email: mbobbitt@boonecountymo.org

MEMORANDUM

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

RE: Disposal of Surplus

DATE: June 3, 2004

The Purchasing Department is requesting permission to dispose of the following surplus items through Kemper Auction Services of Columbia, Missouri.

<i>Item #</i>	<i>Description</i>	<i>Condition</i>	<i>Office/Department</i>
10522	Upright Vacuum Sanitair	Broken	1242
No Tag	Welch Allyn Exam Light	Fair	1242
11781	Amana Upright Freezer	Good	1242
8972	Northland Freezer Upright	Good	1242
8998	Northland Freezer Upright	Not Working	1242
12342/12353	T.V. 19" Color	Fair	Sheriff - 1255
03570	Two drawer wooden case	Poor	Court Services - 1210
03275	Two drawer filing cabinet	Poor	Court Services - 1210
No Tag	Small wooden shelf	Poor	Court Services - 1210
08389	Small wooden desk	Poor	Court Services - 1210
No Tag	Office Chair on casters	Poor	1210
No Tag	Lt. Green Chair w/ wood arms	Good	1121
No Tag	Brown Rolling Table	Fair	2040/2045
No Tag	Big Grey Desk	Fair	2040/2045
No Tag	Roto lite blue print machine	Poor	2040/2045
04507	Hon File cabinet (2 drawer)	Fair	2040/2045
No Tag	Brown Desk/Light table	Fair	2040/2045
No Tag	Drafting table	Fair	2040/2045
No Tag	2 Shelf Bookcase and File Drawer Set	Poor	2040/2045
No Tag	Grey Table/Desk	Fair	2040/2045
No Tag	Brown Task Chair	Fair	2040/2045
No Tag	Brown Desktop Stool	Fair	2040/2045
No Tag	Wooden Drafting Table	Fair	2040/2045

<i>Item #</i>	<i>Description</i>	<i>Condition</i>	<i>Office/Department</i>
No Tag	Grey Desk	Fair	2040/2045
No Tag	Grey Desk Chair	Fair	2040/2045
No Tag	Cubicle Partitions Various sizes	Fair	2040/2045
04693	Cannon AP 100 Typewriter	Poor	Sheriff - 1255
5664	Wood Top Paper Feed Table	Fair	Sheriff - 1255
No Tag	5 Drawer Grey Metal File Cabinet	Poor	Sheriff - 1255
No Tag	3 Drawer Brown Metal Desk w/ Wood Top	Fair	Sheriff - 1255
No Tag	3 Drawer Wood Desk return	Poor	Sheriff - 1255
No Tag	Motorola MX 340 Portable Radio	Poor	Sheriff - 1255
No Tag	(6) Projection lamps	Fair	Sheriff - 1255
No Tag	Kodak Projection Ektanana C lens	Fair	Sheriff - 1255
No Tag	Kodak Ektagraphic IR Remote Controller	Fair	Sheriff - 1255
No Tag	Kodak EC Dissolve Control	Fair	Sheriff - 1255
No Tag	Carousel Transvue slide Tray Changers	Fair	Sheriff - 1255
No Tag	Kodak 760 H Projector	Fair	Sheriff - 1255
09231	Kodak Medalist AF Carousel Projector	Fair	Sheriff - 1255
9230	Kodak Medalist AF Carousel Projector	Fair	Sheriff - 1255
No Tag	Archer deluxe battery charger	Fair	Sheriff - 1255
07401	Quill OHP 412 Overhead Projector, model # 740412	Fair	Sheriff - 1255
05716	Bell Howell Ringmaster II, model #830A	Fair	Sheriff - 1255
No Tag	Electric Chop Saw	Poor	Fm -6100

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.


June Session of the April Adjourned Term. 20 04

In the County Commission of said county, on the 10th day of June 20 04

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

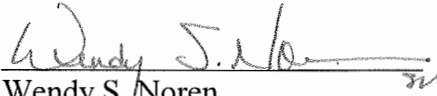
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Missouri Department of Natural Resources Grant application for the Two-Mile Prairie project.

Done this 10th day of June, 2004.



Keith Schnarre
Presiding Commissioner

ATTEST:



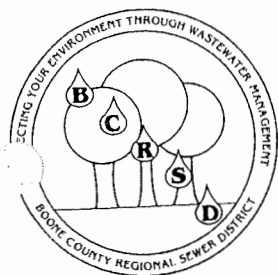
Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



Boone County Regional Sewer District

1314 North 7th Street
Columbia, Missouri 65201-3902
(573) 443-2774 Fax (573) 499-0489

May 21, 2004

Karen Miller
Boone County Commission
Boone County Government Center, Room 245
Columbia MO 65201

RE: MDNR Special Project Grant

Dear Karen,

Attached please find the MDNR Special Project Grant application for Two-Mile Prairie. Please look it over and make any necessary revisions. If it meets your approval it is ready to be presented to the commission and get the necessary signature. Stan Shawver has been notified that Boone County Planning and Building Inspection is listed to supply Boone County population and growth data.

Yours truly,

Lesley Oswald
Assistant Manager



APPLICATION FORM
MISSOURI DEPARTMENT OF NATURAL RESOURCES
Special Project Grant

Please print or type.									
1.	Name of Project: Wastewater Construction Planning for South Two-Mile Prairie Region								
2.	Name of Organization Sponsoring the Project: Boone County Commission								
3.	Address of Sponsor: Boone County Government Center, 801 E. Walnut Rm. 245, Columbia, MO 65201								
4.	Sponsor's Taxpayer ID Number (attach documentation of 501(c) (3) status if applicable):								
5.	Type of Organization (such as Municipality, County, State, Federal, University, Conservation District, Nonprofit, etc): County								
6.	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">Primary Contact Person (name, affiliation and address): Commissioner Karen Miller Boone County Government Center, 801 E. Walnut Rm. 245, Columbia, MO 65201</td><td style="width: 40%;">Contact Telephone, FAX and E-mail: 573-886-4305 573-886-4311 kmiller@boonecountymo.org</td></tr></table>	Primary Contact Person (name, affiliation and address): Commissioner Karen Miller Boone County Government Center, 801 E. Walnut Rm. 245, Columbia, MO 65201	Contact Telephone, FAX and E-mail: 573-886-4305 573-886-4311 kmiller@boonecountymo.org						
Primary Contact Person (name, affiliation and address): Commissioner Karen Miller Boone County Government Center, 801 E. Walnut Rm. 245, Columbia, MO 65201	Contact Telephone, FAX and E-mail: 573-886-4305 573-886-4311 kmiller@boonecountymo.org								
7.	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">Proposed Start Date: August 2004</td><td style="width: 40%;">Proposed End Date: August 2006</td></tr></table>	Proposed Start Date: August 2004	Proposed End Date: August 2006						
Proposed Start Date: August 2004	Proposed End Date: August 2006								
8.	Watershed in which project is located (hydrologic unit code): <i>Jamerson, Bonne Femme and Little Bonne Femme Creeks (HUC8)</i>								
9.	<table style="width: 100%;"><tr><td style="width: 45%;">Total Special Project Funds Requested:</td><td style="width: 55%; text-align: right;">\$ <u>44,000</u></td></tr><tr><td>Match Funds (if required)</td><td style="text-align: right;">\$ <u>N/A</u></td></tr><tr><td>Other Contributions (e.g., other federal funds)</td><td style="text-align: right;">\$ <u>N/A</u></td></tr><tr><td style="text-align: right;">Total Project Cost:</td><td style="text-align: right;">\$ <u>44,000</u></td></tr></table>	Total Special Project Funds Requested:	\$ <u>44,000</u>	Match Funds (if required)	\$ <u>N/A</u>	Other Contributions (e.g., other federal funds)	\$ <u>N/A</u>	Total Project Cost:	\$ <u>44,000</u>
Total Special Project Funds Requested:	\$ <u>44,000</u>								
Match Funds (if required)	\$ <u>N/A</u>								
Other Contributions (e.g., other federal funds)	\$ <u>N/A</u>								
Total Project Cost:	\$ <u>44,000</u>								
10.	<table style="width: 100%;"><tr><td style="width: 65%;">Project Authorization: _____ Signature of Sponsoring Organizations Authorized Representative</td><td style="width: 35%; text-align: center;"><u>6-10-04</u> Date</td></tr><tr><td>_____ Name of the Representative (print or type)</td><td>_____ Title</td></tr><tr><td>_____ Telephone Number</td><td></td></tr></table>	Project Authorization: _____ Signature of Sponsoring Organizations Authorized Representative	<u>6-10-04</u> Date	_____ Name of the Representative (print or type)	_____ Title	_____ Telephone Number			
Project Authorization: _____ Signature of Sponsoring Organizations Authorized Representative	<u>6-10-04</u> Date								
_____ Name of the Representative (print or type)	_____ Title								
_____ Telephone Number									

11. Budget:

EXPENSE ITEM	GRANT**
Salary	\$ 15,250
Fringe Benefits	\$ 3,100
Travel	\$ 235
Equipment >\$5000 (Itemize Below)	
Supplies	\$ 250
Contractual	\$ 20,100
Other	\$ -
Indirect Costs (13%)*	\$ 5,065
TOTAL PROJECT COSTS	\$ 44,000

*Indicate indirect rate. The rate cannot exceed 13%.

** This budget is a proportional share of the total project budget. See attached EPA Grant.

Itemize Equipment: (Include only equipment costing \$5,000 or more per item.)

Equipment Description	Cost
N/A	

12. Detailed Budgets:

Attach budget detail for each budget category identified in item 11.

See budget justification section of EPA Grant application.

13. Executive Summary: Include a brief statement of the problem, description of the project, objectives, methods employed, products and partners.

Ashland and Southern Boone County are experiencing rapid growth. There is a need for a centralized wastewater treatment plant. The selection of a site for a regional wastewater plant and routing of collection facilities is critical in protecting environmentally sensitive areas by locating facilities for minimal impact and maximum economic benefit.

The Two Mile Prairie region encompasses the southern end of Boone County bounded on the north by the upper Three Creeks Watershed above the confluence of Smith Branch and Bonne Femme Creek, extends eastward to the Mark Twain National Forest, westward along Bonne Femme Creek to the Missouri River bottoms, and southward following the Missouri River and Mark Twain Forest to the confluence of Cedar Creek and the Missouri River. The topography is dominated by the southern end of Two-Mile (wide) Prairie forming the upper watersheds of several Ozark-fringe streams including the Outstanding State Resource Waters of Three Creeks (Bass, Turkey, and Bonne Femme), which are habitat to the Topeka Shiner. Bordering the prairie are karst areas and heavily forested steep terrain. Several of the streams (Fox Hollow, Slate, tributaries of Jamerson, Fowler, Bonne Femme) are restricted from wastewater discharges because they are losing streams.

The goal of this 2-year project is to provide sound designs and cost estimates for the variety of engineered solutions handling projected wastewater and stormwater needs for the South Two-Mile Prairie. Collection of geographic data and modeling will be utilized to predict wastewater and stormwater loads, and to evaluate the impacts of discharges to the sensitive Ozark-fringe streams.

The following entities are all supportive of this project: City of Ashland, Boone County Commission and the Boone County Sewer District. The University of Missouri-Columbia will lend unbiased, technical expertise to address the impacts of runoff and wastewater discharges. Concerned individuals may become involved through open meetings and forums. They may communicate directly with their community leaders. Progress Reports will be made available to the public.

This grant is for a partial match for an EPA grant awarded in the amount of \$242,000. The EPA grant application and agreement are attached.

14. Project Plan and Objectives:

Public Involvement

1. Assemble a viable stakeholders group to review planned activities. Identify concerns and interests.
2. Hold public project update/review meetings in Ashland.
3. Present potential wastewater treatment sites to public and prioritize acceptance.
4. Review costs and environmental impact.

Environmental Impact Assessment of Development

1. Monitor water quality (nutrients, solids, algae, sediments, BOD) and stream flow in Fowler/Cedar Creek watershed (4 sites) and the Ashland lagoon discharge for two summer/fall periods and two winter/spring periods. Report on the existing water quality and its suitability for indigenous aquatic life support. Water quality data may also be collected within the Three Creeks Watershed if needed to support a nonpoint source water quality model.
2. Perform a hydrological analysis using Geographic Information Systems (GIS) watershed simulation of run-off conditions in the Three Creeks Watershed to compare hydrographs and sediment loads associated with unaltered landscape, historical land-use, present land-use, and projected development scenarios.
3. Evaluate the economic and downstream environmental impacts of various centralized wastewater treatment options including upgrading the existing lagoons in Ashland and the airport, replacing them with treatment plants, placing a treatment plant in the Fowler/Cedar Creek watershed, placing a lagoon/wetlands treatment system in the Missouri River bottom near Hartsburg or constructing a wastewater pipeline to the Jefferson City Wastewater facility. A water quality model (QUAL2E) will be utilized for assessment of appropriate discharge limitations in the Fowler/Cedar Creek watershed.

15. Schedule of Milestones:

The project duration is 2 years. This period was deemed necessary to complete all the data collection, analysis, integration, planning and dissemination. A summary of the water quality monitoring results and significant events will be reported in a quarterly electronic newsletter. The public involvement process will be continued throughout the entire period.

<u>Task</u>	<u>Responsible Party</u>	<u>Expected Completion Date</u>
Convene project team, first public meeting	University of MO-Columbia (UMC), Boone County Planning & Building Inspection Department (P&BI)	Aug-04
Begin field tests	UMC	Aug-04
Field review; assess impacts of all potential WWTP sites	UMC	Jun-05
GIS land use database, initial runoff modeling of TCW	UMC & P&BI	Sep-05
Preliminary designs and routing, costing of WWTP	UMC	Nov-05
Identify and rank present sources in TC watershed	UMC	Jan 2006
Growth projections	P&BI	Mar-06
Water quality data review	UMC	Mar-06
Runoff and sediment predictions	UMC	May-06
Economics, financing, evaluation	UMC	May-06
Final Report and Recommendations	UMC	Aug-06

16. Products/Outcomes Generated: (Provide a description of what products or outcomes will be created or accomplished with the grant funding.)

The goal of this 2-year project is to provide sound designs and cost estimates for the variety of engineered solutions handling projected wastewater and stormwater needs for the South Two-Mile Prairie.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

County of Boone

June Session of the April Adjourned

Term. 20 04

In the County Commission of said county, on the

10th day of June 20 04

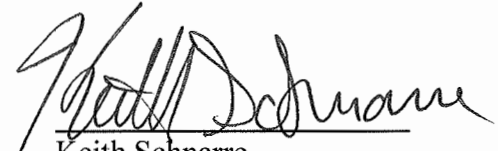
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

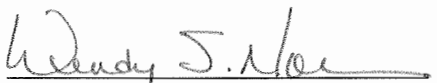
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1123-86800: Emergency	\$650.00	
1115-92100: Human Resources – Replacement Furniture and Fixtures		\$650.00

Said budget revision is for the purchase of a new chair for the Human Resources Director.

Done this 10th day of June, 2004.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

RECEIVED

JUN 03 2004

06/03/04

EFFECTIVE DATE

FOR AUDITORS USE

228-2004

Department				Account					BOONE COUNTY AUDITOR		(Use whole \$ amounts)	
									Department Name	Account Name	Transfer From	Transfer To
									Decrease	Increase		
1	1	2	3	8	6	8	0	0	Emergency		650.00	
1	1	1	5	9	2	1	0	0	Human Resources	Replacement Furniture & Fixtures	650.00	

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): The lift cylinder and locking mechanism of the HR Director's chair has broken, rendering the chair unadjustable. In March 23, 2004 we asked Meta, Auditor's Office, to see if there was an acquisition date to match the fixed asset tag # on existing chair. Meta traced acquisition date through fixed asset tag # 09321 and said the acquisition date was listed as 5/11/95. A new chair for HR Director was requested in FY2002 supplemental budget because existing chair fails to provide adequate back support. The request wasn't approved in the department's FY2002 budget. There isn't any expected budgetary impact within subsequent years since the replacement chair is anticipated to last approximately 7 - 10 years.

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES NO
 If not, please explain (use an attachment if necessary):

Betty Dickmeite
 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

Commission agenda

[Signature]
 Auditor's Office

[Signature]
 PRESIDING COMMISSIONER

absent
 DISTRICT I COMMISSIONER

[Signature]
 DISTRICT II COMMISSIONER



Bo. Co. Human Resources Dept.
Proposal

Smart Business Interiors
Bill Schuette
1901 Vandiver Drive
Columbia Missouri 65202
573-474-4057

Line	Catalog	Mfg. Lead Time (days)	Product (with options)	Description	Qty	Customer Price	Extended Customer Price
1	HST	(20)	AE123AWCPJG1BBBK3D01	+Chair Aeron Wk 2-Stg Pneu. Tit Lim/Seat Adj Arms C S	1	\$649.00	\$649.00

Highest lead time of any item: 20-Day or Less

Total Price:

\$649.00

FAXED

From: Susan Wells
To: Betty Dickneite
Date: 3/23/04 11:16AM
Subject: Age of Chair

Betty:
Meta in the Auditor's Office was able to trace the acquisition date of your chair based on the asset number you gave me. Meta said the acquisition date is listed as 5/11/95.

Susan

From: Susan Wells
To: Betty Dickneite
Date: 3/23/04 11:16AM
Subject: Age of Chair

Betty:
Meta in the Auditor's Office was able to trace the acquisition date of your chair based on the asset number you gave me. Meta said the acquisition date is listed as 5/11/95.

Susan

which make projections more difficult.

Supplemental Request for HR Director Chair:

Requested Amount: \$475.00

This would be a replacement item; would no longer need existing chair in Director's office.

1. Fixed Asset Tag # 09321
2. Condition: Fabric worn.
Reason for Replacement: Inadequate back support.
3. Useful life of replacement chair: 5 – 7 years.
4. Existing asset may be suitable for another office; would depend on another person's back support requirements.
5. The impact to our office if item is not replaced would be the potential of lumbar stress due to inadequate back support. We are requesting the new chair as a preventative measure to avoid lumbar stress due to inadequate back support.
6. Source of pricing: Allsteel; information from purchase of chair for Purchasing Director's office
7. Retailer: Allsteel Seating
Trooper, High-back, all-adjustable arms; Design: High Performance; Overall Dimensions: H-48", W-28", D-28"; Back Dimensions: H-22.25", W-19"; Between Arms Dimension: W-17" – 19.75". Model # TR—HWV
Price: \$789.00 @ 40% discount = \$473.40.

Supplemental Request for Oak Bookcases for HR Director's Office:

Requested Amount: \$1,508.00

These would be new items. We would utilize the existing bookcases in either the HR reception area or the Coordinator's office.

1. The two oak bookcases requested will add storage space to the Director's office. We have multiple binders that need to be stored and the existing cabinets do not offer enough storage space. The two oak bookcases will provide an additional 3 shelves per bookcase which would cover the existing storage needs and also should cover future needs of the Director's office. The oak bookcases requested will match the majority of the existing furniture in the Director's office which will present a more professional appearance to visitors.
2. The estimated useful life would be 20 years.
3. The expected impact on productivity would be in terms of one organized place to store and retrieve reference material and other HR binders. Currently some of the items that will be stored in these bookcases are on the existing bookcases and some items are stored in the HR Coordinator's office.
4. There will be no on-going costs for this purchase.
5. Retailer: Krug Catalog page # 177
Description: Oak bookcase with 3 open, 2 closed shelves, 35.25" wide, 14" deep, 69" high, Model # 68BC-3669-13.
Price \$679.00 per bookcase ($\$679.00 \times 2 = \$1,358.00$).
Shipping/Installation: \$150.00 total.
6. Source of pricing information: Krug catalog.
7. The expected impact would be a quicker response time to other department's

2004 Emergency Fund
1123-86800

<u>DATE</u>	<u>DEPARTMENT</u>	<u>DEPT. NO.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>BALANCE</u>	<u>DESCRIPTION</u>
1/1/2004	Original budget			650,000	650,000	Original budget
4/20/2004	Commission Office	1121	91100	(1,335)	648,665	Commission chambers desk
6/4/2004	Human Resources	1115	92100	(650)	648,015	chair for HR director
					648,015	
					648,015	
			Total Revisions	<u>(1,985)</u>	648,015	

6/4/2004

FY 2004
Budget Amendments/Revisions
Human Resources (1115)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	5/13/2004	37210 92100	Training/Schools Replacement Furniture & Fixtures	650	650	chair for HR director--NOT APPROVED BY COMMISSION	
2	6/3/2004	37210 92100	Training/Schools Replacement Furniture & Fixtures	650	650	Reverse budget revision #04030 for HR director chair	
3	6/3/2004	1123-86800 92100	Emergency Replacement Furniture & Fixtures	650	650	chair for HR director	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

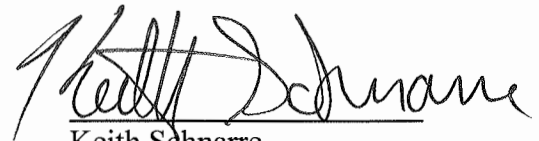
June Session of the April Adjourned Term. 20 04

In the County Commission of said county, on the 10th day of June 20 04
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following contracts and authorize the Presiding Commissioner to sign said contracts:

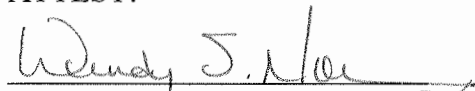
AGENCY	AMOUNT OF CONTACT
Curators of the University of Missouri (Show-Me State Games)	\$20,000.00
Central Missouri Humane Society	\$9,680.00

Done this 10th day of June, 2004.



Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

absent

Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

AGREEMENT

229-200A

This agreement made and entered into this 10 day of JUNE, 2004 by and between Boone County, Missouri, a political subdivision of the State of Missouri, (herein County), and Curators of the University of Missouri, (herein University).

In consideration of mutual agreements herein contained the parties agree as follows:

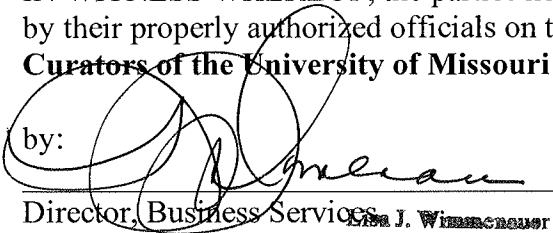
- 1. For the purposes of promoting the economic growth and development of Boone County, Missouri, as well as the health and physical fitness of Boone County citizens, the county hereby agrees to pay the University Twenty Thousand Dollars for support of the **Show-Me Games 2004**.
- 2. In consideration of payment of the aforesaid sum, the University agrees to hold the 2004 Show-Me State Games within Boone County, Missouri, and to promote Boone County, Missouri, in accordance with the University's guidelines for "major" sponsors contributing twenty thousand dollars for the sponsorship of the games.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their properly authorized officials on the day and year first above written.

Curators of the University of Missouri

Boone County, Missouri

by:


 Director, Business Services
 Lisa J. Wimmer
 Assoc. Director, Business Svcs.

by:


 Presiding Commissioner

ATTEST:

ATTEST

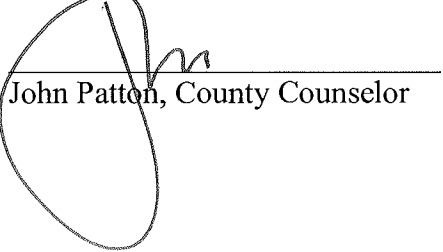
Secretary


 Wendy Noren, Clerk

Approved as to Legal Form:

Approved as to Legal Form:


 Kelly Mescher 6/23/04


 John Patton, County Counselor

MW
6/23/04



AGREEMENT FOR ANIMAL SHELTER AND RELATED SERVICES

229-2004

This agreement is made and entered into this 10 day of JUNE, 2004, by and between Boone County, Missouri, a non-chartered first class county and political subdivision of the state of Missouri (herein County) and the Central Missouri Humane Society, a Missouri not-for-profit corporation, (herein Humane Society).

WITNESSETH:

WHEREAS, the County has authorized by law to regulate the possession, control and disposition of animals pursuant to sections 322.090 - 322.130 RSMo, and is required to provide animal shelter for the reception and humane care of impounded animals pursuant to section 1.6.3 of the Code of Health Regulations for Boone County, Missouri, and

WHEREAS, Humane Society is agreeable to provide the County with an animal shelter and related services, and
WHEREAS, both parties wish to memorialize their agreements pertaining to same.

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

1. In addition to the services and facilities provided to County under Humane Society's agreement with the City of Columbia, the Humane Society agrees to provide County with the following services:
 - a. Provide the County with an animal shelter for the reception and humane care of impounded animals described in this agreement and provide space and care for proper observation of at least three animals per month which are seized and impounded as suspected rabies carriers.
 - b. Accept all abandoned, neglected or abused animals seized by health officials, animal control officers or law enforcement officers which are seized and impounded pursuant to provisions of Chapter 1 of the Boone County Code of Health Regulations or the provisions of Chapter 578 RSMo; all such animals shall be disposed of as provided by said health regulations or applicable statute in the event they are unclaimed.
 - c. Assist county animal control officers and/or law enforcement officials in conducting animal abuse or neglect investigations within the unincorporated areas of Boone County, Missouri.
 - d. Provide staff and/or volunteers to present educational programs to Boone County citizens as mutually deemed appropriate by County and Humane Society for purposes of teaching and promoting humane care and maintenance of animals.
2. In consideration of services rendered by Humane Society the County agrees to pay the Humane Society the sum of Nine Thousand Six Hundred and Eighty Dollars (\$9,680.00) for calendar year 2004.
3. This agreement shall be in effect from January 1, 2004, up to and including December 31, 2004.
4. This agreement shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have cause this agreement to be executed by their properly authorized officers on the day and year first above written.

Central Missouri Humane Society
By:

Lin K. Blizje

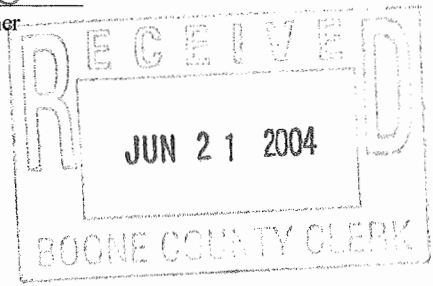
Its: Shelter Operations Manager

Boone County, Missouri
By Boone County Commission

Paul Schuman
Presiding Commissioner

absent
District I Commissioner

[Signature]
District II Commissioner



ATTEST:

Wendy S. N...
County Clerk

APPROVED AS TO FORM:

John Patton
County Counsel

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.)

1430-8-6610 \$9,680.00

June Pitchford by KA 5/27/2004
Auditor Date

HUMANE.DOC

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

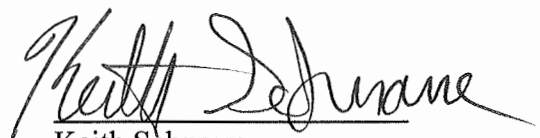
June Session of the April Adjourned Term. 20 04

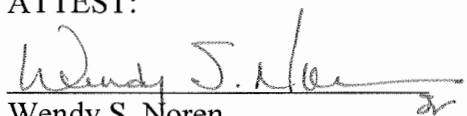
In the County Commission of said county, on the 10th day of June 20 04

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


Now on this day the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law and Decision for the Conditional Use Permit request by Kent and Vicki Gilbane for the expansion of an existing mobile home park located at 10221 I-70 Drive NE, Columbia. It is further ordered that the Presiding Commissioner be hereby authorized to sign said order of approval.

Done this 10th day of June, 2004.


Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**CONDITIONAL USE PERMIT
BOONE COUNTY, MISSOURI**

PROPERTY OWNER: Kent and Vicki Gilbane

ADDRESS: 10221 I-70 Dr. NE, Columbia, MO. 65202

LEGAL DESCRIPTION: A tract of land in the Northwest ¼ of the Northeast ¼ of Section 8, Township 48 North, Range 11 West, Boone County, Missouri as shown by survey recorded in Book 364, Page 209 of the Boone County, Missouri records.

ZONING: R-M (Moderate Density Residential)

DATE APPROVED: 6/1/04 REVIEW DATE: Staff review at annual licensing.

CONDITIONAL USE: Expansion of an existing mobile home park.

CONDITIONS OF APPROVAL: **SEE ATTACHED PAGE.**

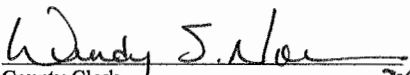
VOID DATE: 6/1/05

EXPIRATION DATE: N/A

ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions shown on the reverse side hereof, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Planning and Building Inspection and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:

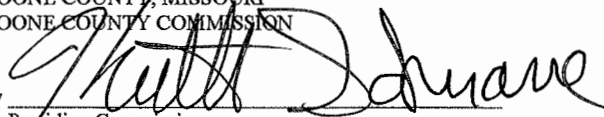

County Clerk

230 - 2004

APPROVED:


Director, Boone County Planning and Building Inspection

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by 
Presiding Commissioner

Dated: 10 JUNE 2004

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

Additional Findings:

The County Commission further finds as fact in support of issuance of this conditional use permit the following to be true:

-
- There is a need for affordable housing in Boone County.
 - Mobile Home Parks operated in compliance with county regulations provide an opportunity for affordable housing to segments of the community.

1. Prior to construction, the applicant shall submit a landscaping plan addressing the following:
 - Landscaping in the 50-foot setback area
 - Landscaping on south end of proposed storage buildings
 - Increase perimeter buffer to 50' including three rows of evergreen trees on west and north property lines.
 - All trees shall be at least 4' in height at the time of planting and shall be a species that is suited to this location and climate.
 - Any dead or diseased trees shall be replaced within one calendar year

The site plan shall be amended to meet these conditions.

2. Prior to any grading on site, an engineering grading plan must be submitted that has been designed so as to ensure proper drainage from the site. In addition, the applicant shall provide the county with a copy of a land disturbance permit issued by the Missouri Department of Natural Resources.

3. Provide a recreation area at least 5,000 square feet in area. Said recreation area shall be shown on the site plan.

4. Illumination must be provided at all street intersections and at all parking areas for community facilities. All illumination must be directed and/or shielded so as to prevent offsite glare.

5. The applicant shall provide a refuse handling plan that conforms to Section 12 of the mobile home park ordinance. All refuse collection stand shall be shown on the site plan.

6. All units must be owner occupied.

7. One small storage shed per lot.

8. Storage units are for residents use only.

9. Mobile homes placed in the park may not be older than 12 years at the time they are placed in the park.

10. All conditions will be reviewed at annual licensing renewal.

11. The on-site sewer will become a public sewer system if the Boone County Regional Sewer District is willing to accept it.

12. All conditions shown on the Revised Plan, dated 05/28/2004, shall be applicable to this permit.

CERTIFIED COPY OF ORDER

June Session of the April Adjourned

Term. 20 04

STATE OF MISSOURI

} ea.

County of Boone

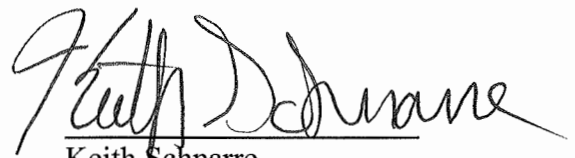
10th day of June 20 04

In the County Commission of said county, on the

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

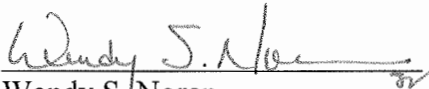
Now on this day the County Commission of the County of Boone does hereby approve the Memorandum of Understanding with the Missouri Medical Affiliates, LLC. It is further ordered that the Presiding Commissioner be hereby authorized to sign said memorandum.

Done this 10th day of June, 2004.



Keith Schnarre
Presiding Commissioner

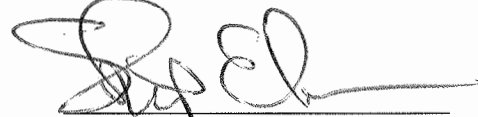
ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

MEMORANDUM OF UNDERSTANDING

231-2004

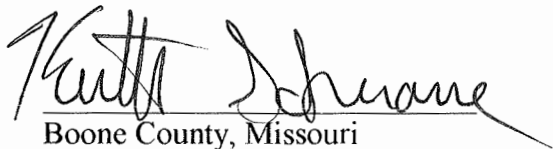
The terms of this memorandum are agreed between Missouri Medical Affiliates, LLC and Boone County, Missouri.

1. The physicians listed on the roster attached to this memorandum agree to provide medical care to inmates under the legal jurisdiction of Boone County. Such care will be provided in the same manner as to any other patient of physician.
2. Care will be requested by either the Medical Director under contract to the Boone County Sheriff, his designee, and/or any private physician in Boone County.
3. Physicians agree to bill Boone County directly for all services rendered to patients, and will not look to the patient for any payment. Physicians agree to bill within 60 days of service on form HCFA 1500 or any other form approved by the Medicare Program.
4. Boone County agrees to pay for all services rendered by physician within 30 days of billing. Boone County agrees to utilize the current Medicare fee schedule as the basis of payment.
5. MMA will provide fee pricing information to Boone County, as required.
6. This memorandum is effective as of June 1, 2004 and can be terminated without cause by either party on 30 days' written notice.

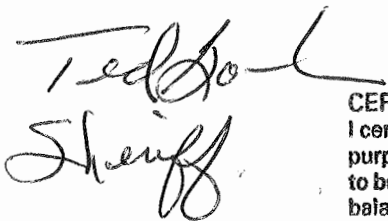
Agreed and executed this 10 day of JUNE, 2004.



Missouri Medical Affiliates, LLC
Richard A. Royer
Executive Director



Boone County, Missouri
By: Keith Schnarre
Its: Presiding Commissioner

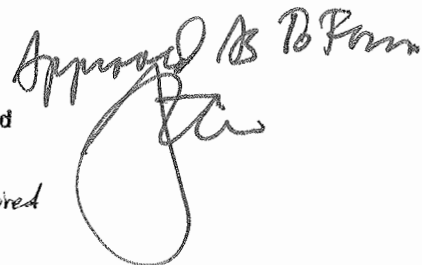


CERTIFICATION:

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.

Term & Supply - No Encumbrance Required

Auditor RF 6/4/04 Date



MMA Physician Roster – March 5, 2004

Physician Name	Address	City	State & Zip	Tax ID	Phone No.	Fax No.
Internal Medicine						
Robin Blount, MD	500 Keene St. Ste. 305	Columbia	MO 65201	491-72-6541	(573) 874-3300	(573) 874-0665
James Brocksmith, DO	500 Keene St. Ste. 307	Columbia	MO 65201	496-66-4482	(573) 874-3300	(573) 875-7168
Thomas Ciolino, MD	500 Keene St. Ste. 307	Columbia	MO 65201	498-66-9727	(573) 874-3300	(573) 875-7168
Don Delwood, MD	500 Keene St. Ste. 307	Columbia	MO 65201	019-46-3642	(573) 874-3300	(573) 874-0665
Raymond Schondelmeyer, MD	500 Keene St. Ste. 305	Columbia	MO 65201	490-60-4080	(573) 874-3300	(573) 874-0665
Charles Chapman, MD	401 Keene St.	Columbia	MO 65201	493-36-7450	(573) 874-3300	(573) 876-1648
Jeffrey Frey, MD	201 W. Broadway	Columbia	MO 65203	43-1818570	(573) 442-0320	(573) 442-0421
Douglas Vogt, MD	201 W. Broadway	Columbia	MO 65303	43-1818570	(573) 442-0320	(573) 442-0421
Gary Lamonda, MD	201 W. Broadway	Columbia	MO 65203	43-1560452	(573) 449-1333	(573) 449-1869
Catherine VanVoorn, MD	201 W. Broadway	Columbia	MO 65203	43-1483585	(573) 449-1227	(573) 875-0132
Stephen Keithahn, MD	1701 E. Broadway	Columbia	MO 65201	43-1852922	(573) 441-1000	(573) 441-1010
Melissa Kouba, MD	1701 E. Broadway	Columbia	MO 65201	43-1852922	(573) 441-1000	(573) 441-1010
Leland Pfefer, MD	1701 E. Broadway	Columbia	MO 65201	43-1184075	(573) 449-1261	(573) 875-7025
Juan Pineda, MD	1701 E. Broadway	Columbia	MO 65201	43-1881505	(573) 876-1788	(573) 876-1799
Julie Stansfield, MD	1701 E. Broadway	Columbia	MO 65201	16-1638454	(573) 815-8166	(573) 815-8060
Lawrence Lampton, MD	1504 E. Broadway	Columbia	MO 56201	43-1533313	(573) 815-2299	(573) 815-2466
Lyndell Scoles, MD	1605 E. Broadway	Columbia	MO 65201	48-1267799	(573) 815-8155	(573) 815-8154
Raman Puri, MD	1601 E. Broadway	Columbia	MO 65201	43-1912458	(573) 874-3235	(573) 817-5917
Toni Almond, MD	1601 E. Broadway	Columbia	MO 65201	43-1912458	(573) 874-3235	(573) 817-5917
Chris Martin, MD	1601 E. Broadway	Columbia	MO 65201	43-1849477	(573) 441-2330	(573) 875-1359
Pediatrics						
Jason Werner, MD	401 Keene St.	Columbia	MO 65201	338-60-0958	(573) 874-3300	(573) 876-1626
Holly Bondurant, MD	401 Keene St.	Columbia	MO 65201	495-82-2275	(573) 874-3300	(573) 876-1626
Robert Harris, MD	401 Keene St.	Columbia	MO 65201	500-42-4254	(573) 874-3300	(573) 876-1626
Ellen Thomas, MD	401 Keene St.	Columbia	MO 65201	494-82-7839	(573) 874-3300	(573) 876-1626
Paula Stuebben, MD	401 Keene St.	Columbia	MO 65201	493-78-1083	(573) 874-3300	(573) 876-1626
Lisa Monsees, MD	401 Keene St.	Columbia	MO 65201	431-86-1184	(573) 874-3300	(573) 876-1626
James Garb, MD	2620 Forum Blvd.	Columbia	MO 65203	43-1250520	(573) 445-4272	(573) 815-2477
Joseph Mayo, MD	201 W. Broadway	Columbia	MO 65203	43-1369494	(573) 443-0937	(573) 875-7948
Delia Matias, MD	1701 E. Broadway	Columbia	MO 65201	43-1247748	(573) 875-2505	(573) 449-6952

NOT PARTICIPATING
PER E-MAIL FROM
RICK ROYER 7/14

Emergency Physicians

Randall Mueller, MD	1600 E. Broadway	Columbia	MO 65201	43-1757666	(573) 815-8000	(573) 815-6295
William Parks, MD	1600 E. Broadway	Columbia	MO 65201	43-1757666	(573) 815-8000	(573) 815-6295
Larry Scroggins, MD	1600 E. Broadway	Columbia	MO 65201	43-1757666	(573) 815-8000	(573) 815-6295
Jon Roberts, MD	1600 E. Broadway	Columbia	MO 65201	43-1757666	(573) 815-8000	(573) 815-6295
John Jermyrn, DO	1600 E. Broadway	Columbia	MO 65201	43-1757666	(573) 815-8000	(573) 815-6295
Steven Scott, MD	1600 E. Broadway	Columbia	MO 65201	43-1757666	(573) 815-8000	(573) 815-6295
Stephani Amstadter, MD	1600 E. Broadway	Columbia	MO 65201	43-1757666	(573) 815-8000	(573) 815-6295
Kelly Nash, PA	1600 E. Broadway	Columbia	MO 65201	43-1757666	(573) 815-8000	(573) 815-6295

Mediquick Convenience Clinic

Janet Baxter, MD	1600 N. Morley	Moberly	MO 65270	43-1681957	(660) 263-1225	(660) 263-1613
Michael Kinkaid, MD	1600 N. Morley	Moberly	MO 65270	43-1681957	(660) 263-1225	
Robert Herting Jr., MD	1101 N. Providence	Columbia	MO 65203	43-1681957	(573) 874-0008	(573) 845-5350
W. T. Morgan Jr., MD	1101 N. Providence	Columbia	MO 65203	43-1681957	(573) 874-0008	(573) 845-5350
John C. Mruzik, MD	1101 N. Providence	Columbia	MO 65203	43-1681957	(573) 874-0008	(573) 845-5350

Ob - Gyn

Michael Burks, MD	3301 Berrywood Dr.	Columbia	MO 65201	43-1807377	(573) 256-2496	(573) 256-2230
Susan Hunze, MD	3310 Berrywood Dr.	Columbia	MO 65201	43-1807377	(573) 256-2496	(573) 256-2330

Gastrointestinal

Peter Cleavinger, MD	401 Keene St.	Columbia	MO 65201	43-1851309	(573) 874-3300	(573) 876-1656
Michele Diaz-Arias, MD	401 Keene St.	Columbia	MO 65201	43-1851309	(573) 874-3300	(573) 876-1656
Donald Gerhardt, MD	401 Keene St.	Columbia	MO 65201	43-1851309	(573) 874-3300	(573) 876-1656
Stephen Welsh, MD	401 Keene St.	Columbia	MO 65201	43-1851309	(573) 874-3300	(573) 876-1656
Nicolas Llorens, MD	401 Keene St.	Columbia	MO 65201	43-1851309	(573) 874-3300	(573) 876-1656

Ophthalmology

Jerry Blair, MD	201 W. Broadway	Columbia	MO 65203	43-1289321	(573) 874-1616	(573) 875-0300
Mari Ann Keithahn, MD	201 W. Broadway	Columbia	MO 65203	43-1289321	(573) 874-1616	(573) 875-0300
William Walters, MD	401 Keene St.	Columbia	MO 65201	493-86-1139	(573) 874-3300	(573) 876-1670

Pulmonary

Dennis Suich, MD	401 Keene St.	Columbia	MO 65201	241-84-9613	(573) 874-3300	(573) 875-2177
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Rheumatology

Daniel Jost, MD	401 Keene St.	Columbia	MO 65201	101-48-5359	(573) 874-3300	(573) 876-1629
William Irvin, MD	401 Keene St.	Columbia	MO 65201	456-52-8113	(573) 874-3300	(573) 876-1629

Vascular Chest Surgery

William M. See, MD	500 Keene St. Ste. 303	Columbia	MO 65201	43-1830086	(573) 442-2320	(573) 443-6294
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General Surgery

Lyle Breeding, MD	401 Keene St.	Columbia	MO 65201	43-1933711	(573) 874-3300	(573) 876-1633
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Dermatology

John DeSpain, MD	2012 Cherry Hill Dr. PO Box 30729	Columbia	MO 65205	43-1900707	(573) 234-1000	(573) 234-1771
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Oncology

James Hueser, MD	401 Keene St.	Columbia	MO 65201	495-38-7385	(573) 874-3300	(573) 449-1347
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Plastic Surgery

Michael Kaplan, MD 1701 E. Broadway Columbia MO 65201 43-1147717 (573) 876-1700 (573) 876-1705

Neurology

Sudhir Batchu, MD 201 W. Broadway Columbia MO 65203 43-1794581 (573) 442-0940 (573) 442-0581

Allyn Sher, MD 500 Keene St. Ste. 406 Columbia MO 65201 43-0967776 (573) 449-2141 (573) 875-2328

Irving Asher, MD 500 Keene St. Ste 406 Columbia MO 65201 43-0967776 (573) 449-2141 (573) 875-2328

David McLaren, MD 500 Keene St. Ste 406 Columbia MO 65201 43-0967776 (573) 449-2141 (573) 875-2328

Ralitza Gavrilova, MD 500 Keene St. Ste. 406 Columbia MO 65201 43-0967776 (573) 449-2141 (573) 875-2328

Family Practice

Robert Pierce, MD P.O. Box 6098 Fulton MO 65251 43-1834343 (573) 642-1990 (573) 642-1866

Lisa Pierce, MD P.O. Box 6098 Fulton MO 65251 43-1834343 (573) 642-1990 (573) 642-1866

Michael Crist, DO 814 Fairlane Dr. Brookfield MO 64628 43-1990458 (660) 258-3397 (660) 258-3945

Michael Daly, DO 1605 E. Broadway Columbia MO 65201 43-1681957 (573) 441-1011 (573) 815-2232

Sisenando Galvez, MD 225 W. Hayden Marceline MO 64658 06-1684021 (660) 376-2038 (660) 376-3011

Curtis King, MD 1021 E. Highway 22 Centralia MO 65240 11-3676284 (573) 682-5588 (573) 682-1539

Brian Knowles, DO 125 E. Lockling Brookfield MO 64628 80-0081784 (660) 258-3363 (660) 258-5409

P. O. Box 495

James McDowell, MD 1201 N. Rutherford Macon MO 63552 43-6003377 (660) 385-8900 (660) 385-8708

Julie Burdin, MD 1201 N. Rutherford Macon MO 63552 43-6003377 (660) 385-8900 (660) 385-8708

Julia Knapp, FNP 1201 N. Rutherford Macon MO 63552 43-6003377 (660) 385-8900 (660) 385-8708

Scott Waters, DO 1605 E. Broadway Columbia MO 65201 48-1267799 (573) 815-8120 (573) 815-8125

Rebecca Kelley, MD 309 S. Main Auxvasse MO 65231 43-1886651 (573) 386-5959 (573) 386-5995

Barbara Sanchez, GNP 309 S. Main Auxvasse MO 65231 43-1886651 (573) 386-5959 (573) 386-5995

Urology

Michael Cupp, MD 3315 Berrywood Columbia MO 65201 43-1740680 (573) 499-0999 (573) 442-2120

Joseph Montic, MD 3315 Berrywood Columbia MO 65201 43-1740680 (573) 499-0999 (573) 442-2120

Jerrold Schermer, MD 3315 Berrywood Columbia MO 65201 43-1740680 (573) 499-0999 (573) 442-2120

Siobhan McGaughey, MD 3315 Berrywood Columbia MO 65201 43-1740680 (573) 499-0999 (573) 442-2120

Winston Harrison, MD 500 Keene St. Ste. 402 Columbia MO 65201 43-1012676 (573) 443-0596 (573) 875-0611

Steven Dresner, MD 500 Keene St. Ste. 303 Columbia MO 65201 43-1694271 (573) 499-4990 (573) 443-6294

NOT PARTICIPATING
PER E-MAIL FROM
RICK ROYER 7/14

From: <RARoyer@aol.com>
To: <Svictor@boonecountymo.org>
Date: 7/14/04 8:46AM
Subject: MO Medical Affiliates

Shawna

You sent me a memorandum of understanding with Boone County which included a list of my doctors. Two are not participating. They are James Brocksmith DO (Internal Medicine) and Steve Dresner MD (Urology). Please delete their names.

Thank you. Rick Royer

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

County of Boone

June Session of the April Adjourned

Term. 20 04

In the County Commission of said county, on the

10th day of

June

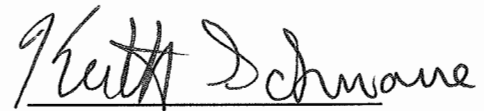
20 04

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

Now on this day the County Commission of the County of Boone does hereby amend a resolution and order adopted by the Boone County Commission on May 29, 2003 by Commission Order 276-2003 authorizing and directing the issuance, sale and delivery of \$5,240,000 principal amount of special obligation refunding and improvement bonds, series 2003, of Boone County, Missouri to read as follows and authorize the Presiding Commissioner to sign said amendment:

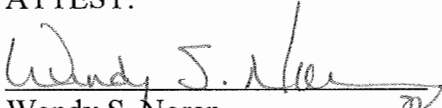
Authorize the Boone County Treasurer to make withdrawals from the project fund held by the Trustee (BNY) for payment of cost of renovations and improvements not within the scope of any contract with the County's architects.

Done this 10th day of June, 2004.



Keith Schnarre
Presiding Commissioner

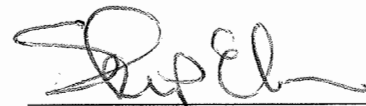
ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

RESOLUTION AND ORDER AMENDING THE RESOLUTION AND ORDER ADOPTED BY THE COUNTY COMMISSION ON MAY 29, 2003, AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF \$5,240,000 PRINCIPAL AMOUNT OF SPECIAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2003, OF BOONE COUNTY, MISSOURI.

WHEREAS, Boone County, Missouri (the "County"), has heretofore issued its Special Obligation Refunding and Improvement Bonds, Series 2003 (the "Series 2003 Bonds"), in the original principal amount of \$5,240,000, to provide funds for (1) refunding certain outstanding bonds of the County, and (2) renovating and improving certain existing buildings to be used for proper County purposes, including the County administration building, the County juvenile justice center and the County health department facilities (the "Project"); and

WHEREAS, the Series 2003 Bonds were issued pursuant to a resolution and order of the County Commission adopted on May 29, 2003, titled as follows (the "Bond Resolution"):

RESOLUTION AND ORDER AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF \$5,240,000 PRINCIPAL AMOUNT OF SPECIAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2003, OF BOONE COUNTY, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; PROVIDING FOR THE PAYMENT OF RENTS AND CHARGES FOR THE USE AND OCCUPANCY OF THE NEW ADMINISTRATION BUILDING AND OTHER LAND AND BUILDINGS ACQUIRED BY THE COUNTY FOR A PERIOD OF NOT MORE THAN ONE YEAR AND IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE DURING SUCH YEAR; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the County finds that it is necessary to amend the provisions of the Bond Resolution for drawing funds from the Project Fund,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

Section 1. Definitions of Words and Terms. Capitalized terms herein not otherwise defined herein shall have the meanings assigned thereto in the Bond Resolution.

Section 2. Amendment to Section 503 of the Bond Resolution. Section 503 of the Bond Resolution is hereby amended to read as follows:

Section 503. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used by the County solely for the purpose of (a) paying the costs of renovating and improving certain existing buildings for use by the County for which the Bonds have been authorized, including the administrative building, the juvenile justice center and the health department facilities, as hereinbefore provided, in accordance with the plans and specifications therefor prepared by the County's architects heretofore approved by the County Commission and on file in the office of the County Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the County's architects and approved by the County Commission, (b) paying

the costs and expenses of issuing the Bonds, or (c) to redeem Bonds pursuant to any and all redemption requirements.

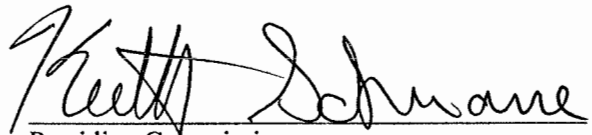
The Treasurer shall make withdrawals from the Project Fund held by the Trustee only upon supplying the Trustee with a duly authorized and executed order of the County Commission therefor accompanied by a certificate executed by the County's architects that such payment is being made for a purpose within the scope of this Order and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Project Fund of (i) all costs and expenses incident to the issuance of the Bonds, including attorney fees, and (ii) costs for that portion of the renovations and improvements not within the scope of any contract with the County's architects, without a certificate from the County's architects. In the case of requests for payment of costs described in (i) or (ii) above, the County shall certify to the Trustee that a certificate of the architect is not required, specifying the reason.

Upon completion of the purpose for which the Bonds have been issued (a) a certificate stating that the Project is complete and signed by the Presiding commissioner of the County shall be delivered to the Bond Insurer and to the Trustee, and (2) any surplus remaining in the Project Fund shall be transferred to and deposited in the Debt Service Fund.

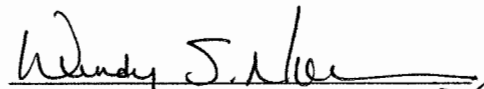
Section 3. Effect of Amendment. The provisions of the Bond Resolution are hereby ratified and confirmed as amended in accordance herewith, and the rights, duties and obligations of the County shall hereafter be determined, exercised and enforced under the Bond Resolution, subject in all respects to such amendment, and all the terms and conditions of this Resolution and Order shall be deemed to be part of the terms and conditions of the Bond Resolution for any and all purposes.

Section 4. Effective Date. This Order shall take effect and be in full force from and after its passage by the County Commission and the obtaining of the written consent of MBIA Insurance Corporation.

PASSED by the County Commission of Boone County, Missouri, this 10 day of JUNE, 2004.


Presiding Commissioner

ATTEST:


County Clerk

ACKNOWLEDGMENT AND CONSENT

MBIA Insurance Corporation, as Bond Insurer for the Series 2003 Bonds, acknowledges and consents to the foregoing amendment.

DATE: _____, 2004

MBIA INSURANCE CORPORATION

By _____
Title: _____