

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

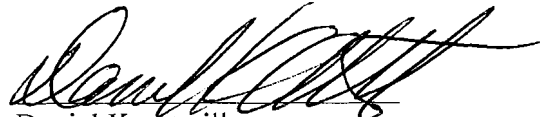
Term. 20 12

In the County Commission of said county, on the 28<sup>th</sup> day of August 20 12

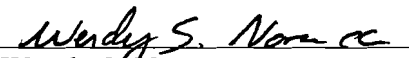
the following, among other proceedings, were had, viz:

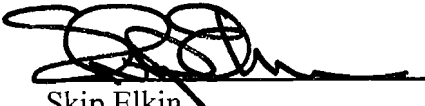
Now on this day the County Commission of the County of Boone does hereby award RFP 31-10JUL12 – Online Bill Payment Concentrator Services for the Boone County Collector to Creative Payment Solutions. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 28<sup>th</sup> day of August 2012.

  
Daniel K. Atwill  
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



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

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## MEMORANDUM

COPY

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: July 20, 2012  
RE: RFP Award Recommendation: 31-10JUL12 – Online Bill Payment Concentrator Services for the Boone County Collector

The Request for Proposal for 31-10JUL12 – Online Bill Payment Concentrator Services closed on July 10, 2012. Four proposal responses were received.

The evaluation committee consisted of the following:

Patricia Lensmeyer, Boone County Collector  
Aron Gish, Director of Information Technology  
Elmo Hamburg, Senior Programmer Analyst  
Brian McCollum, Accountant  
Cheri Sapp, Chief Deputy Collector

The evaluation committee recommends award to Creative Payment Solutions per their attached Evaluation Report.

Fee structure is as follows:

Per Transaction Received	\$0.15
Per Return Submitted	\$0.15
Per Reversal Received	\$0.15

\$15.00 monthly minimum if the volume of transactions is less than 100.

Invoices will be paid from department 1150 – Collector, account 71100 – Outside Services. \$1,360 remains in the account at this time.

ATT: Evaluation Report & Proposal Tabulation

cc: Proposal File / Pat Lensmeyer, Collector

**Evaluation Report for Request for Proposal**

**31-10JUL12 – Online Bill Payment Concentrator Services for the Boone  
County Collector of Revenue**

**OFFEROR #1: US Bank**

It has been determined that US Bank has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that US Bank has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- Dedicated Customer Service Rep located in Jefferson City (pg. 6).
- Local bank location and contacts
- Online reporting capabilities and detail reports
- Settlement of funds is the same day file is received
- Structured approach to implementation.

**Concerns:**

- Pricing proposal states that they may be amended from time to time so appears as though is not firm pricing and on top of that, cannot determine accurate monthly pricing/fees. Appears to be expensive.
- US Bank account required
- Information for reversals must be manually entered on a form and e-mailed to USBank
- Eight weeks to implement service
- Uses MasterCard RPPS only
- Must provide taxpayer account numbers to be prescreened with valid payments

**Experience/Expertise of Offeror**

**Strengths:**

- At least eight years online bill pay concentrator services
- US Bank is one of the country's largest banks.
- They have added 30 customers in the last two years.

**Concerns:**

- No county property tax clients listed under public sector

**OFFEROR #2: Commerce Bank**

It has been determined that **Commerce Bank** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Commerce Bank** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- Training and implementation provided by local Commerce Bank staff (pg. 17). There is no charge for additional training to “new hires” (pg. 20).
- ACH settlement occurs same day as payment file received from MasterCardRPPS
- Local presence with physical bank

**Concerns:**

- Only carry 1 million dollar errors and omissions and professional liability insurance policy (pg. 11).
- Requires separate account at Commerce, money not transferred to collector’s depository account held by Boone County National Bank
- Additional cost to develop account posting file if not standard
- No method indicated to correct account numbers used by payees if not matching collector’s account numbers
- Uses MasterCard RPPS only
- Fiserv payments not handled by RPPS
- Returns and reversals have to be initiated by the taxpayer. Unclear that County can initiate return and reversal process.
- Monthly maintenance fee of \$50
- Set up fee, \$90 an hour and averages 10 hours.
- The only reports offered come at an additional cost. The cost for setup, monthly

**Experience/Expertise of Offeror**

**Strengths:**

- Three public sectors users
- Large, established financial institution

**Concerns:**

- Currently negotiating with FiServ but not yet available

- No current county property tax users
- Providing the payment concentrator service for only four years
- Commerce has only six consolidation customers.

**OFFEROR #3: Online Resources**

X It has been determined that **Online Resources** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

\_\_\_\_\_ It has been determined that **Online Resources** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- A dedicated Project Manager would be assigned to the County during implementation and a dedicated Account Manager after that (pg. 11).
- Operations center that is staffed 24x7x365 (pg. 12).
- Train the Trainer training provided either by webinar or on-site.
- On-line payment search and reporting capabilities
- Optional web downloadable files on collector's schedule
- File(s) delivered daily or more than daily including credit to bank account
- File format to be mutually agreeable
- Settlement of funds is the same day file is received
- States 99.9% accuracy rate in posted payments – payment validation
- States that no NSF or uncollected funds
- All payments that cannot pass account validations are automatically rejected and returned
- County can initiate returns

**Concerns:**

- 30-60 days to implement
- Payments not viewable until evening of the day of posting
- Uses only Online Resources, payanyone and biller-direct sites
- Set up fee and monthly maintenance are expensive. Implementation fee - \$400.  
Monthly maintenance fee - \$100

**Experience/Expertise of Offeror**

**Strengths:**

- Provides service to over 1,770 billers
- Compliance, security and privacy controls

**Concerns:**

- No current county property tax collections listed under the public sector customers

**OFFEROR #4: Creative Payment Solutions**

It has been determined that **Creative Payment Solutions** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Creative Payment Solutions** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- Direct connections with FiServ, Fidelilty, Online Resources and Mastercard RPPS payment processors
- Daily file delivered to county early afternoon of same day files received from payment processors
- Funds to Collector's bank account by ACH received next day
- Transactional / Payment information detail retained for two years
- Allows corrections to customers account numbers to purify records for future payments
- Daily transaction email; plus online reporting and search capabilities for 2 years
- No monthly maintenance fees
- County can initiate returns through an online service
- County can correct account numbers through an online service
- No set up fee
- Presently the provider of consolidation services for the County; no further setup or training needed. Fee schedule is considerably more favorable than other responses. They have the ability to correct or map incorrect account numbers for future use.

**Concerns:**

- None identified

**Experience/Expertise of Offeror**

**Strengths:**

- Creative has provided consolidation services for 8 years; they have 316 clients
- Limit their service to 316 clients exceeding combined volume of more than 1 million transactions per month totaling \$100,000,000 each month (pg. 10).
- Public sector clients and other counties provided as references, including St. Charles County, MO (pg. 12).



- Several customers using similar or same type of service
- Company is adding new customers annually. They have added 141 new customers in the last two years.
- Product developer involved in selling the service
- Dedicated product manager

**Concerns:**

- None identified

**Committee Review Summary:**

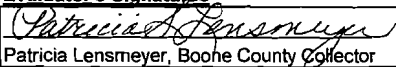
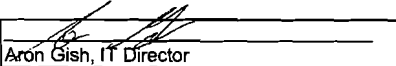

The Evaluation Committee reviewed and scored proposal responses on July 17, 2012. The committee recommends award to Creative Payment Solutions for offering the best solution/service for the Boone County tax payers.

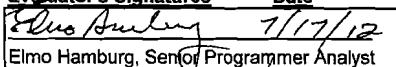
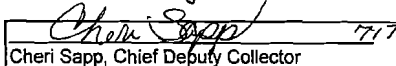
**EVALUATION REPORT FORM**  
**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**

REQUEST FOR PROPOSAL NUMBER - 31-10JUL12 - Online Bill Payment Concentrator Services for the Boone County Collector  
 Melinda Bobbitt, CPPB

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
US Bank	11	10	21	0	21.0
Commerce Bank	14	9	23	7	29.5
Online Resources	21	18	39	9	48.0
Creative Payment Solutions	30	19	49	50	99.0

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

<b>Evaluator's Signatures</b>	<b>Date</b>
 Patricia Lensmeyer, Boone County Collector	7/17/12
 Aron Gish, IT Director	7/17/12
 Brian McCollum, Accountant	7-17-12

<b>Evaluator's Signatures</b>	<b>Date</b>
 Elmo Hamburg, Senior Programmer Analyst	7/17/12
 Cheri Sapp, Chief Deputy Collector	7-17-12

**Setup Fees**  
**Monthly Maintenance**  
**Per Transaction Rec'd (1000/yr)**  
**Per Return Submitted (1%)**  
**Per Reversal Rec'd (10/yr)**  
**Incoming File Transmission (240/yr)**

Creative Payment Solutions		Online Resources		Commerce Bank		US Bank	
Transaction	Annual Cost	Transaction	Annual Cost	Transaction	Annual Cost	Transaction	Annual Cost
\$ -	\$ -	\$ 400.00	\$ 400.00	\$90/hr, avg 10 hrs	\$ 900.00	?	
\$ -	\$ -	\$ 100.00	\$ 1,200.00	\$ 50.00	\$ 600.00	?	
\$ 0.15	\$ 150.00	\$ 0.10	\$ 100.00	\$ 0.11	\$ 110.00	?	
\$ 0.15	\$ 0.00	\$ 0.10	\$ 0.00	\$ 1.00	\$ 0.01	?	
\$ 0.15	\$ 1.50	\$ 0.10	\$ 1.00	\$ 0.11	\$ 1.10	?	
-	-	-	-	3.00	720.00		
\$15.00 monthly minimum fee if volume is less than 100 transactions.	150.00	Price per is for 0 to 10,000 transactions.	\$ 1,701.00	Incoming file transmission of \$3.00 per file.	\$ 2,331.11	?	

301.50

**PURCHASE AGREEMENT FOR  
Online Bill Payment Concentrator Services for the Boone County Collector of Revenue**

**THIS AGREEMENT** dated the 5<sup>th</sup> day of July 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Creative Payment Solutions, 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 **Online Bill Payment Concentrator Services for the Boone County Collector** in compliance with Request for Proposal number **31-10JUL12** with addendums one, two and three, Boone County Insurance Requirements, Work Authorization Certification and the Contractor's proposal response dated July 5, 2012, executed by David Moore 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 proposal response may be permanently maintained in the County Purchasing Office contract file for this Request for Proposal if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Proposal with the County's Standard Terms and Conditions shall prevail and control over the Contractor's proposal response(s).

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish online bill payment concentrator services for the Boone County Collector of Revenue for the following fee structure:

Per Transaction Received	\$0.15
Per Return Submitted	\$0.15
Per Reversal Received	\$0.15

\$15.00 monthly minimum if the volume of transactions is less than 100.

3. **Billing and Payment** - All billing shall be invoiced to the Boone County Collector of Revenue and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. 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 proposal 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.

4. **Training** - Training shall be provided on an as needed basis and shall be coordinated with the Boone County Collector, 801 E. Walnut, Room 118, Columbia, MO 65201.

5. **Contract Duration** - The initial contract period is **September 1, 2012 through August 31, 2013**. The contract has **four (4) additional one-year optional renewal periods** following the completion of the initial contract term. After the completion of the final renewal term, this Agreement will continue on a month-to-month basis until either party terminates this Agreement by providing the other party with 30 days written notice.

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.


**CREATIVE PAYMENT SOLUTIONS, INC.**

**BOONE COUNTY, MISSOURI**

by 

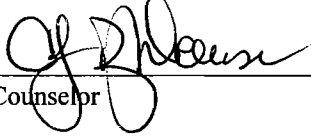
by: Boone County Commission

title VP SALES & PRODUCT DEVELOPMENT

  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

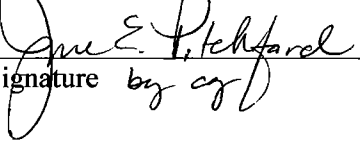
ATTEST:

  
County Counselor

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

  
Signature by ajd

8/23/12  
Date

1150 / 71100 Term & Supply  
No Encumbrance Required  
Appropriation Accounts

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



## **Boone County Insurance Requirements**

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

**Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

**COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which **name the County as additional insured** in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

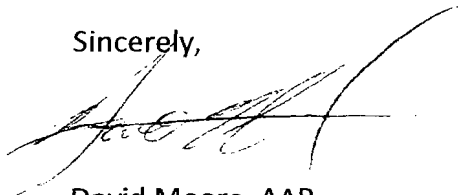
July 5, 2012

Boone County Purchasing Department  
Boone County Annex  
Melinda Bobbitt, CPPB  
613 E. Ash St, Room 110  
Columbia, Missouri 65201-4460

Dear Ms. Bobbitt:

Creative Payment Solutions Inc. (CPS) is pleased to respond to RFP #31 – Online Bill Payment Concentration Services. Enclosed you will find one original and six copies of responses to the questions set forth in the RFP. As the current provider of concentration services for Boone County, we trust that we've met expectations and hope to continue our relationship once your RFP process is complete. The pricing in this proposal remains the same as our existing agreement and is valid through the next twelve months. Please do not hesitate to contact us should you have any questions, need any clarifications, or if you require additional information. Thank you.

Sincerely,



David Moore, AAP  
Product Manager  
Creative Payment Solutions  
252-246-4444



5. Response Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: Creative Payment Solutions, Inc. (CPS)  
Address: 233 W. Nash Street, Wilson, NC 27893

Telephone: 800-508-0277 Fax: 800-518-9364  
E-mail Address: [contactcps@ecpays.com](mailto:contactcps@ecpays.com)

Federal Tax ID (or Social Security #): 861052742

Print Name: Brian McCollum

Title: Vice President, Product Development and Sales

Signature:  Date: 7/5/12

Note: This form must be signed. All signatures must be original and not photocopies.

The Offeror shall provide a firm, fixed price for the Original Contract Period. All costs associated with the required services/equipment shall be included in the prices. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

**5.1. FEES**

A. Detail any and all fees that would apply to this service.

- One time setup fee	\$
- Monthly maintenance	\$
- Per transaction received	\$ .15
- Per return submitted	\$ .15
- Per reversal received	\$ .15

- describe any other fees not listed above that would apply: \$15.00 monthly minimum if the volume of transactions is less than 100.



## BOONE COUNTY, MISSOURI

**Request for Proposal #:  
31-10JUL12 – Online Bill Payment Concentrator Services for the Boone County  
Collector of Revenue**

**ADDENDUM #1 - Issued June 19, 2012**

This addendum is issued in accordance with the Introduction and General Information of the proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's proposal response.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following questions and is providing a response.

- 1) Question #1: Who is your current provider and when does your contract expire?

Response: We currently have a one-year agreement with Creative Payment Solutions, Inc. that began on September 8, 2011.

- 2) Question #2: What types of payments make up the 807 payments accepted; ie credit card, pin debit card, or echeck?

Response: The 807 payments referenced in the RFP relate to payments received through an online bill payment concentrator service. The payments were initiated by taxpayers via online banking services provided by their financial institutions.

- 3) Question #3: What Credit Card types do you accept today, ie Visa, Mastercard, American Express, or Discover?

Response: Not applicable to the services outlined in this RFP.

- 4) Question #4: Are you imposing a convenience fee on the payments accepted today?

Response: Not applicable to the services outlined in this RFP.

- a. Is the convenience fee a flat amount or a percentage?

Response: Not applicable to the services outlined in this RFP.

- b. Does Boone County manage the convenience fee or does the current provider manage the

Response: Not applicable to the services outlined in this RFP.

5) Question #5: Are you currently accepting payments on your website?

Response: Yes, but not applicable to the services outlined in this RFP.

6) Question #6: Are you accepting payments at any of your taxing entities physical locations?

Response: No.

7) Question #7: Are you using stand-alone credit card terminals for payment acceptance, if so what is the manufacturer make, model and number of devices?

Response: Not applicable to the services outlined in this RFP.

a. Do you own, rent or lease these devices

Response: Not applicable to the services outlined in this RFP.

8) Question #8: Are you utilizing any payment gateways Virtual Terminals, hosted payment pages or application programming interfaces if so please identify company and gateway name?

Response: No; not for the services described in this RFP.

9) Question #9: Are you utilizing any payment applications, software or middleware for payment processing, if so please provide company name and product name?

Response: We are using in-house developed applications for the processing of tax payments to our tax files.

10) Question #10: Can you elaborate on the services you are requesting and what the service is expected to include ie Invoice and Billing presentment, payment acceptance (types of payments), funding?

Response: Please refer to section 3, Scope of Services, of the RFP #31-10JUL12 for a description of the services we are requesting. We prefer monthly invoicing based on either a transaction fee, or a flat service fee; see section 5.1 of the RFP. Invoice can be sent via email.

By: Melinda Bobbitt  
**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #1 to Request for Proposal #31-10JUL12 – **Online Bill Payment Concentrator Services for the Boone County Collector of Revenue**, receipt of which is hereby acknowledged:

Company Name: Creative Payment Solutions, Inc  
Address: 233 W. Nash Street  
Wilson, NC 27893  
Phone Number: 800-508-0277 Fax Number: 800-518-9304  
E-mail address: contactcps@cpsns.com  
Authorized Representative Signature: [Signature] Date: 7/5/2012  
Authorized Representative Printed Name: Brian McCollum



## BOONE COUNTY, MISSOURI

### Request for Proposal 31-10JUL12 – Online Bill Payment Concentrator Services for the Boone County Collector of Revenue

#### ADDENDUM #2 - Issued June 20, 2012

This addendum is issued in accordance with the Introduction and General Information of the proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's proposal response.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following questions and is providing a response.

- 1) Question #1: Can you provide a copy of this RFP in a word document?

Response: To receive a copy of the RFP in Word, please send a request by e-mail to:  
[mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org)

- 2) Question #2: The County is currently utilizing Creative Payment Solutions, Inc for their online bill payment services. Are the online bill payment checks that you are receiving from Fiserv currently being able to be converted into an ach or are you receiving the Fiserv bill payment checks in a paper format?

Response: Yes, online bill payments from Fiserv are being converted into an ACH payment. However, we may occasionally get a paper check if the taxpayer enters invalid payee information or an invalid property tax account number structure.

By: Melinda Bobbitt  
**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #2 to Request for Proposal #31-10JUL12 – Online Bill Payment Concentrator Services for the Boone County Collector of Revenue, receipt of which is hereby acknowledged:

Company Name: Creative Payment Solutions, Inc  
Address: 233 W Nash Street  
Wilson, NC 27893

Phone Number: 800-508-0277 Fax Number: 800-518-9364  
E-mail address: contactcps@cpsys.com

Authorized Representative Signature: Brian W. McCollum Date: 7/5/12

Authorized Representative Printed Name: BRIAN W. MCCOLLUM





**BOONE COUNTY, MISSOURI**

**Request for Proposal  
31-10JUL12 – Online Bill Payment Concentrator Services for the Boone County  
Collector of Revenue**

**ADDENDUM #3 - Issued July 3, 2012**

This addendum is issued in accordance with the Introduction and General Information of the proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's proposal response.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following question and is providing a response.

1) What is the anticipated monthly volume on which we should base our pricing? We are looking at 200 a month. Is that correct?

**Response:** Monthly totals from November 2011 through June 2012:

- November 2011 - 165 @ \$78,526.56
- December 2011 - 525 @ \$342,630.77
- January 2012 - 61 @ \$16,743.70
- February 2012 - 46 @ \$12,945.69
- March 2012 - 21 @ \$4,613.24
- April 2012 - 16 @ \$2,808.96
- May 2012 - 23 @ \$4,409.29
- June 2012 - 17 @ \$4,483.95

By: Melinda Bobbitt  
**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #3 to Request for Proposal #31-10JUL12 – Online Bill Payment Concentrator Services for the Boone County Collector of Revenue, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

**COUNTY OF BOONE - MISSOURI**



**REQUEST FOR PROPOSAL  
FOR  
ONLINE BILL PAYMENT CONCENTRATOR  
SERVICES  
FOR THE BOONE COUNTY COLLECTOR OF  
REVENUE**

**RFP #31-10JUL12  
Release Date: June 8, 2012**

**Submittal Deadline:  
July 10, 2012  
not later than 9:30 a.m. Central Time**

**Boone County Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPB, Director  
Phone: (573) 886-4391 Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)**



## NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

**BID #: 31-31-10JUL12 – Online Bill Payment Concentrator Services for the Boone County Collector of Revenue**

Sealed proposals will be accepted until **9:30 a.m. on Tuesday, July 10, 2012** in the Boone County Purchasing Office, Boone County Annex Building, Room 110, 613 E. Ash Street, Columbia, MO 65201.

The Request for Proposal is scheduled to be **opened after 9:30 a.m. on Tuesday, July 10, 2012** in the Boone County Purchasing Department, Boone County Annex Building, Conference Room, 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).

Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPB  
Director, Boone County Purchasing

Insertion: Tuesday, June 12, 2012  
COLUMBIA MISSOURIAN



## 1. INSTRUCTIONS AND GENERAL CONDITIONS

**1.1 Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions of Bidding and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with the material and/or supplies, equipment or services as detailed in the following proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 9:30 A.M., Central Time., on Tuesday, July 10, 2012** to:

Boone County Purchasing Department  
Boone County Annex  
Melinda Bobbitt, CPPB  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 9:30 A.M. and shall return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and six (6) copies of the proposal (total of seven). Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Form* and note your reason. No fax or electronic transmitted bids will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.

### 1.2 . Evaluation of Proposals (Procedure):

- a) The County will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Offerors should

exercise particular care in reviewing the Proposal Format required for this RFP.

- b) The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable.
- c) At this point, the County may request presentations by Offerors, and carry out negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed Offerors.
- d) The County reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects.
- e) The County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- f) Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Offeror nor obligates the County in any manner.
- g) No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal. Boone County reserves the right to select the Offeror which best meets its goals and objectives, needs, fiscal constraints, quality levels and service expectations.

### **1.3 Ambiguity, Conflict, or Other Errors in the RFP:**

- a) If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, they shall immediately notify the Purchasing Department of such error in writing and request modification or clarification of the document. The County will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the County.
- b) The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.
- c) Implied Requirements: Products and services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.
- d) The County will not be liable in any way for any costs incurred by any Offeror in the preparation of their proposal in response to this RFP, nor for the

presentation of their proposal and/or participation in any discussions or negotiations.

**1.4 Rejection of Proposals:** The right is reserved to accept or reject in whole or in part any or all proposals submitted, to waive technicalities, and to accept the offer the County considers the most advantageous to the County. Further, the County shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

**1.5 Acceptance of Proposals:** The County will accept all proposals that are submitted properly. However, the County reserves the right to request clarifications or corrections to proposals.

**1.6 Requests for Clarification of Proposals:** Requests by the Purchasing Department for clarification of proposals may be in writing.

**1.7 Validity of Proposals:** Offeror should state how many days or months proposals remain valid beyond the 120 days minimum.

**1.8 Receipt and Opening of Advertised, Sealed Proposals:** The Offeror(s) and public are invited, but not required, to attend the formal opening of proposals. Offeror(s) names only will be read aloud to the public. No decisions related to an award of a contract or creation of any contractual or lease relationship, or purchase order will be made at the opening.

- a. Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm's proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.
- b. Proposals will be opened in the Boone County Purchasing Department on **Tuesday, July 10, 2012 at 9:30 A.M., Central Time** located at the following address:

Boone County Purchasing  
Boone County Annex Building  
613 E. Ash Street, Conference Room  
Columbia, Missouri 65201

**1.9 Withdrawal of Proposals:** Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Offeror or by the County after the proposal opening, the County has the right to call this error to the Offeror's attention and request verifications of the proposal. If the Offeror acknowledges the mistake and requests relief, the County will proceed in the following manner:

- a. **Withdrawal:** Permission to allow an Offeror to withdraw their proposal without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest Offeror and of the other Offerors, an Offeror may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

**2.0 Non-Exclusive:** The County reserves the right to utilize other suppliers for these services as the need arises, in the sole discretion of the County.



## **2. INTRODUCTION AND GENERAL INFORMATION**

### **2.1 Introduction:**

- 2.1.1 This document constitutes a request for competitive, sealed proposals for the furnishing of **Online Bill Payment Concentrator Services for the Boone County Collector of Revenue**, as set forth herein.
- 2.1.2. **Description and Purpose:** The Collector of Revenue for Boone County – Missouri (hereafter Collector) is requesting proposals for the purpose of retaining a payment concentrator to allow the Collector a reliable method to electronically receive payments made by taxpayers via online banking through the taxpayer’s financial institutions.
- 2.1.3. It is the County’s intent to award a contract for the period **September 1, 2012 through August 31, 2013**. The contract will have four (4) additional one-year renewal options. Renewal options will be subject to contract performance, technological advancements, etc.
- 2.1.4. Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Instructions and General Conditions
  - 2) Introduction and General Information
  - 3) Scope of Services
  - 4) Proposal Submission Information
  - 5) Response Page
  - 6) Exhibit A – Prior Experience
  - 7) Work Authorization Certification
  - 8) Certification Regarding Debarment
  - 9) Standard Contract Terms and Conditions
  - 10) “No Bid” Response Page

### **2.2. Guideline for Written Questions:**

- 2.2.1 All questions regarding this Request for Proposal should be submitted in writing no later than **5:00 p.m., July 5, 2012** (in order to allow enough time for the County to provide a response). All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet.



a. Melinda Bobbitt, CPPB, Director  
Boone County Purchasing  
613 E. Ash, Room 110  
Columbia, Missouri 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

2.2.2 The responses and usage will become a part of a written addendum, which will be mailed or faxed prior to proposal opening.



### 3. SCOPE OF SERVICES

#### 3.1 Background:

##### Boone County Collector of Revenue:

Boone County is situated in central Missouri and is dissected by Interstate 70 and US Highway 63. The County has a population of approximately 163,000 and contains 685 square miles. It contains 13 population centers consisting of cities, towns, villages and small communities. With a population of nearly 110,000, the City of Columbia serves as County seat.

The Boone County Collector of Revenue is the elected official responsible for collecting current and delinquent property taxes for the State, County and the various political subdivisions having authorized property tax levies within the County. The Collector is responsible for accounting and distribution of all collections to the various taxing entities. The Collector collects for cities and towns within the County by separate contract as a service to those municipalities. The Collector collects, accounts for, and distributes more than 74 different taxes, licenses, and levies for more than 34 separate taxing entities.

Taxpayer use of online banking has, in the past, caused numerous issues relating to the timely receipt and recording of tax payments. This is due to, among other things, the lack of the tax bill remittance advice being included with the generated check; and, the delay in check and mail processing services that contract with the taxpayer's financial institutions.

The Collector began receiving online bill pay property tax payments through a concentrator service in November 2011. Background Usage Information for the Collector's fiscal year ended 02/29/2012: The Collector processed approximately 807 payments for a total of \$449,688.35.

#### 3.2 Contractor Requirements:

##### 3.2.1. General Requirements for Consideration/Selection

The General qualifications required of the prospective online bill payment concentrator services firm for the Collector is depicted below. These are provided to assist prospective Offerors in reviewing requirements for selection to determine whether they are qualified to submit a response to this RFP.

The County prefers one firm that can provide all online bill payment concentrator services. If the firm is partnering with another entity, this entity must be identified.

- A. Please provide the number of years experience in providing online bill payment concentrator services.

Creative Payment Solutions, Inc. (CPS) has been providing online bill payment concentration services since 2004.

- B. Please provide the number of customers you are currently providing online bill payment concentrator services.

CPS currently provides electronic payment services to more than 12 financial institutions. Our online bill payment concentration services are limited to 316 clients exceeding a combined volume of more than 1 million transactions per month totaling an average of \$100,000,000 each month.

- C. Please provide the minimum amount of coverage in errors and omissions insurance or professional liability insurance you and your firm currently hold.

CPS currently maintains general liability insurance with coverage limits of \$1,000,000 per occurrence.

### 3.2.2. Scope of Work

- A. Contractor's online bill payment concentrator services application shall accept online electronic payments initiated by taxpayers through their financial institutions' online banking services. The vast majority of financial institutions utilize a payment processor to support their online bill payment service.

CPS has direct connections with the major online bill payment processors which include FiServ (formerly Checkfree), Fidelity (Metavante), Online Resources, and Mastercard RPPS. Several financial institutions, many walk-in payment services, and other payment processors direct their payments through Mastercard RPPS to reach CPS.

- B. Describe your process for receiving and aggregating electronic payments owed to the County by third parties. At a minimum, include what payment detail information is returned to County and how it is delivered; describe how (credit entry, wire transfer, or other) and when (i.e. next business day) payment is made to County.

CPS receives files daily in the morning from each payment processor, combines all payments intended for Boone County, and delivers one file at 1:30 p.m. CT in the your required format allowing you to automate the posting of each payment. On the same afternoon by 4:15 p.m. CT, CPS originates one ACH credit for the

total of the file allowing the County to have available funds on the next business morning. The posting file can either be retrieved from our secure web site or we can deliver the file to an IP address designated by the County.

- C. Describe the daily report that will be submitted to the County at the end of each business day. Describe any online reporting capabilities that the County may utilize.

A transaction detail report is generated daily which includes a unique transaction ID assigned by CPS for every payment, the amount, the account number keyed in by the payor, the payor's name, and if provided, the payor's address. Because CPS delivers a file in the County's required format, this transaction detail report is only needed to conduct research and/or identify payments that reject for any reason. 100% of the information received from each processor is maintained on our reporting site for two years from each transaction date allowing research to take just seconds. The County can also view transaction summary reports that provide totals of transaction volumes and dollars over any time period selected by the user. The system also allows the County to correct account numbers on behalf of your residents for future payments they might key in error. We will 'swap' incorrect account numbers with the correct account number provided by the County to prevent the transaction from rejecting in the future.

- D. Describe how the process will be handled for reversals of electronic payments in the event the Contractor receives from the County or any bill payment processor, a reversing entry or any other demand or notice to return any electronic payments for any reason such as debit entry, reversal or return.

CPS provides functionality allowing Boone County to electronically return a payment that you're unable to post for any reason. We return the payment to the processor who in turn sends it to the originating bank. The bank then credits their consumer for the funds in question. We debit the County's designated account for the amount of each return. While we consider this transaction initiated by Boone County to be a 'Return', we also support 'Reversals', which take place when a processor sends a payment two to five days earlier for which funds were unable to be collected from the payor. We deliver an email daily at 1:30 p.m. CT with volume totals for the day. Should a reversal come from one of the processors, we include all of the information needed to manually reverse that transaction on the email. We also have a report within the system where you can view all detail related to all reversals for the past two years. Finally, if your accounting system can support a negative number, we will insert a negative number in your daily posting file to automate the reversal. We utilize 'net settlement' for reversals, meaning your credit for the day's file will be reduced by the amount of the reversal(s) received that day.

**3.3. Additional Information:** Offeror shall provide the following information in their proposal response:

**A. Organization**

1. Describe your organization, including date founded, ownership, and any subsidiary relationships or relationships with other financial institutions.

CPS was incorporated in March of 2003 and is a wholly owned subsidiary BB&T Incorporation. We provide electronic payment services to financial institutions and their clients. Our online concentration service is also provided directly to billers through our reseller network.

2. Describe experience of the firm in providing online bill payment concentrator services to the public sector.

CPS has been providing online bill payment concentration services to the public sector since 2004. The majority of our clients are municipal authorities billing for water and sewer utilities.

3. Provide a list of relevant public sector client references including contact persons and telephone numbers. Relevant would include clients with similar types of jurisdictions and transaction size.

In addition to Boone County, the following are existing clients utilizing our AR-Box service.

Chatham County, NC (919) 542-8270	Michelle Ballard
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St. Charles County, MO (636)949-7900	Michelle McBride
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Union County, NC (704) 283-3591	Van Harrell
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4. How many online bill payment concentrator service customers has the firm added in the last two years? How many of these customers has the firm lost in the past two years, and why?

In the past two years, CPS has added 141 new customers to our AR-Box service. No clients have stopped using the service; every client has expressed their satisfaction.

5. Describe the type and amount of insurance coverage the firm maintains with respect to online bill payment concentrator service activities.

CPS maintains \$1,000,000.00 worth of insurance coverage per occurrence for each of our products and services.

**B. Personnel**

- 1 Identify the key personnel who would be directly involved in providing services under the resulting contract. Describe their relationship with the firm, the role they would play in this contract, their experience (specifically with public sector), and their years of service to the firm.

The key personnel responsible for ensuring Boone County is completely satisfied with the service are David Moore, the AR-Box Product Manager, and Steve Matulonis, President of Apex Treasury, Inc. David has been a member of CPS for 2 years and has over 10 years of experience in banking and electronic payments. Steve developed the AR-Box solution as an employee and founding member of CPS in 2003 and continues to play a vital role in our success as our primary reseller of services.

2. Describe the firm's organizational structure of personnel available as our customer account representatives, for training and to assist and resolve problems.

CPS maintains a call center for customer support that's available during normal business hours (8AM to 6PM EST) at 800-518-9365, option 4. Because 100% of the information is available online, we receive few calls with AR-Box questions. Boone County is welcome to call our support line for an immediate response or you may interact with David Moore via phone or email to receive training and/or support.

**C. Reporting Capabilities**

1. Submit samples of reports which would be provided and describe their frequency and purpose.

As the incumbent provider of the service, Boone County is familiar with all of our reporting options but below is a sample of the most commonly used report(s).

2. Submit samples of any online reporting tools the County may utilize.

**Transaction Detail Report-** The Transaction Detail Report lists the payments received for a single day. The report provides the name and address (when available) for each transaction in the file and provides summary information at the bottom of the report to include the total item count, dollar amount, reversal, amount, and net settlement for the day.



Home Stop Payment Swap Accounts Download File Reports Add User Edit User Returns Change Password Logout

Transaction Detail for 2008-01-28

Trx ID	Amount	Account#	Name	Address	City	St	Zip
4859902	\$113.78	620605904	CHRIS DREAM	4302 GREENFIELD ST	MORGANTON	NC	28655
4859900	\$206.41	38386902	MONICA THOMAS	13 BUSTARHIME RD	MORGANTON	NC	28655
4859901	\$24.81	38386902	SCOTT GAINY	275 BOWLING	GLENN ALPINE	NC	28628
4859902	\$113.78	620605904	BROOK LARKIN	105 BROOKSTONE DR	MORGANTON	NC	28655
4859902	\$28.15	38386902	MICHAEL MICHAELS	1425 N GREEN ST	MORGANTON	NC	28655
4859904	\$622.73	209876900	CARL STONE	300 STONEBROOK DR	MORGANTON	NC	28655
4861092	\$29.07	192343038	LORVA GREEN	387 SCOTTLANE ST	GLENN ALPINE	NC	28628

Total \$1135.92  
 Total Items 7  
 Total Returns -\$5.00  
 Net Settlement \$1130.92

**Transaction Summary Report-** The Transaction Summary Report lists the payments for a single day or date range. The report lists the total number of payments, total dollar amount, total returns, and net settlement amount for dates entered.



Home Stop Payment Swap Accounts Download File Reports Add User Edit User Returns Change Password Logout

Transaction Summary for 2008-01-02 to 2008-01-31

Client	Items	Amount
Total		\$38510.37
Total Returns		\$0.00
Net Settlement		\$38510.37

**Reversal Report**-The Reversal Report provides reversal information that may be received on behalf of Boone County. This information can also be found in the daily email notification.



Home Stop Payment Swap Accounts Download File Search Reports Add User Edit User Returns Change Password Logout

Reversals Report for 2008-09-08 to 2008-09-17

Payment Received	Payment Received	TRID	Amount	Account	Name	Address	City	St	Zip	Reversal Reason
09/08/2008	09/29/2008	6864829	-106.00	00021346+ 0200778	SUSAN GRUBB	12 COBB HWY	SMYRNA	GA	30082	Insufficient Funds
09/10/2008	09/02/2008	6877267	-821.63	00027432+ 02428128	DOMINA SHELLEY	223 KING STREET	MARIETTA	GA	30061	Insufficient Funds
09/17/2008	09/02/2008	6888015	-84.00	00037813+ 02790089	JENNIFER BLT	2124 MAY AVE	ACWORTH	GA	30101	Insufficient Funds
09/15/2008	09/05/2008	6920841	-117.00	00047697+ 01923487	CINDY DAVIS	178 LEDWATER DRIVE SW	MARIETTA	GA	30064	Insufficient Funds
<b>Total Returns</b>			<b>\$632.58</b>							

**Stop/Decline Report**- The Stop/Decline report displays the payments that were stopped based on the account numbers that were keyed through the Stop Payment function. These payments were received from the processor but were rejected and sent back to the processor from which they came.



Home Stop Payment Swap Accounts Download File Search Reports Add User Edit User Returns Change Password Logout


Stop / Decline Report for 2011-12-05 to 2011-12-09

Amount	Account	Stop Date	Name	Address	City	St	Zip	Reversal Reason
\$171.46	15004678021	2011-12-05	HURTLEY SANDRA	1516 ASHTON WOODS HWY	DALTON	GA	30720	
\$171.46	15004678021	2011-12-09	HURTLEY SANDRA	1516 ASHTON WOODS HWY	DALTON	GA	30720	Payment Stopped
\$55.02	15014579871	2011-12-05	KARR JOEDY	2015 SOUTHWIEW DR	DALTON	GA	30720	
\$55.02	15014579871	2011-12-09	KARR JOEDY	2015 SOUTHWIEW DR	DALTON	GA	30720	Payment Stopped
\$20.90	15004449561	2011-12-05	RIX CAROL	255 ROLLING HILLS RD	CHATSWORTH	GA	30705	
\$20.90	15004449561	2011-12-09	RIX CAROL	255 ROLLING HILLS RD	CHATSWORTH	GA	30705	Payment Stopped

Export options: [CSV](#) | [Excel](#)



**User Maintenance Log Report-** The User Maintenance Log is a report that can be generated for any range of dates up to 31 days. The report will list all maintenance of users in the requested date range. The activity tracked on the report includes security level changes, user password changes, user account locked, user account deleted, account reset, and user password expiration changes. The log indicates the date of the when the change occurred and the user who made the change. The report can be downloaded in a CSV or Excel format.



Home [Stop Payment](#) [Swap Accounts](#) [Download File](#) [Reports](#) [Add User](#) [Edit User](#) [Returns](#) [Change Password](#) [Logout](#)

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**User Maintenance Log Report**


From Date: 02/12/2008 To Date: 02/21/2008 For: ABC CLIENT  
 10 items found, displaying all items. Page 1

BLAMM	Beverly Lamm	User Password Expiration Changed	2/21/2008	SGEVANS
PMOSS	Phil Moss	Security Level Changed	2/21/2008	SGEVANS
TBARNES	Tim Barnes	User Account Deleted	2/21/2008	SGEVANS
TEST1	one test	User Password Change	2/21/2008	SDAVIS
TEST1	one test	User Account Locked	2/21/2008	SDAVIS

10 items found, displaying all items. Page 1

Export options: [CSV](#) | [Excel](#)

**User Access Level Report-** The User Access Level Report lists all users, and associated access level information, as of the **current calendar date**. The report lists their security level, when the user was created, the last time the user logged onto the website, and if their user account is locked. Each column can be sorted in ascending or descending order by clicking on the column heading link. The report can be downloaded in a CSV or Excel format.



Home [Stop Payment](#) [Swap Accounts](#) [Download File](#) [Reports](#) [Add User](#) [Edit User](#) [Returns](#) [Change Password](#) [Logout](#)

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**User Access Level Report**

For Client: ABC CLIENT AS OF: 02/22/2008  
 6 items found, displaying all items. Page 1

ADMIN	ADMIN ADMIN	Security Level 4	2/21/2008	Not Available	NO
BLAMM	BEVERLY LAMM	Security Level 4	2/21/2008	Not Available	NO
PMOSS	PHIL MOSS	Security Level 4	2/21/2008	2/22/2008	NO

6 items found, displaying all items. Page 1

Export options: [CSV](#) | [Excel](#)

#### **D. Other Considerations**

1. Describe any assistance the firm would provide in the set-up process.

There are no other considerations that need to be mentioned as the service would continue to operate as it does today

2. Describe the training and education services that would be provided to staff.

Training would not be required unless you have new employees that you wish to schedule a call with for training.

3. Identify all timelines for incorporating online bill payment concentrator services at the County.

The County is currently using the product, AR-Box as a service.

4. Identify any interfaces or other programming requirements for incorporating online bill payment concentrator services at the County.

No programming requirements were needed in the implementation of the County.

#### **E. Other Information**

- 1) Provide proof of state registration

CPS has no proof of state registration but would be happy to obtain any registration if required.



## 4. PROPOSAL SUBMISSION INFORMATION

### 4.1. RESPONSE TO PROPOSAL

#### 4.1.1. *Submission of Proposals:*

4.1.1.1. When submitting a proposal, the Offeror should include the **original and six (6) additional copies.**

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department  
Attn: Melinda Bobbitt, CPPB, Director  
613 E. Ash Street, Room 110  
Columbia, MO 65201

b. The proposals must be delivered no later than **9:30 a.m. on July 10, 2012.** Proposals will not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed addenda should be **placed at the beginning of the proposal.**

c. The Proposal must, at a minimum, address all mandatory and desired services, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required.

4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.1.2. **Competitive Negotiation of Proposals:** The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.

4.1.2.2. Negotiations will only be conducted with potentially acceptable proposal(s). The County reserves the right to limit negotiations to those proposal(s), which received the highest rankings during the initial evaluation phase.

4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. **Evaluation and Award Process:**

4.1.3.1. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

a. **Method of Performance**

b. **Experience/Expertise of Contractor**

c. **Cost**

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.1.4. ***Evaluation:***

4.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

4.1.4.2. The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the form attached as Exhibit A to this RFP or in a similar manner):

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- b. Dates and locations of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

4.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.1.4.4. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

4.1.4.5. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Bidder's final response rating.

- 4.1.4.6. Where the words “should”, “may” or “desired” are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Bidder’s final response rating.
- 4.1.4.7. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO 285.530 RSMo  
(FOR ALL BIDS IN EXCESS OF \$5,000.00)  
Effective 1/1/2009

County of Essex )  
 )SS.  
State of Massachusetts )

My name is Donna Aldrich. I am an authorized agent of Philips Healthcare (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program I attached to this affidavit.

~~Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.~~ Philips shall not attest to such claim on behalf it's subcontractors.

Donna Aldrich  
Affiant

Donna Aldrich  
Printed Name

Subscribed and sworn to before me this 27 day of December, 2011.

Lois Nagle  
Notary Public

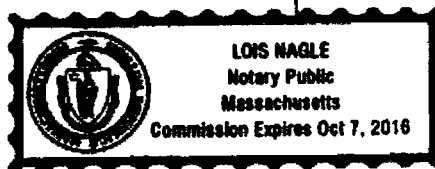


EXHIBIT A

**PHILIPS**

**US Price List**

**HeartStart OnSite Defibrillator**

All items below receive a 40% discount off current price for the term of the agreement. Current price may be subject to change at renewal.

**HeartStart OnSite Defibrillator**

REF	DESCRIPTION	Current Price	2012 Contract Price
M5066A	HeartStart OnSite Defibrillator (HS1)	\$1,504.00	\$902.40
<i>When purchasing M5066A, customer must also choose one carry case option:</i>			
Opt C01	Standard Carry Case (recommended; can carry spare battery and pads cartridge)	\$102.00	\$61.20
Opt C02	Slim Carry Case	\$36.00	\$21.60
Opt C04	No Carry Case (Customer receives clear vinyl sleeve for holding Quick Reference Guide and call 911 reminder)	\$0.00	\$0.00
Opt R01	HeartStart HS1 Ready-Pack (includes: standard carrying case, spare Adult SMART Pads Cartridge. Device and spare pads are pre-installed in carry case.)	\$143.00	\$85.80

The HeartStart OnSite Defibrillator includes a pre-installed battery, 1 pre-installed SMART Pads Cartridge, Quick Set-up Guide, Maintenance Booklet, Quick Reference Guide, and Owners Manual plus the user-selected carrying case. The HeartStart OnSite Ready-Pack configuration has device and spare pads cartridge pre-installed in standard carry case. The HeartStart OnSite Defibrillator devices includes a 60-month manufacturer's warranty. HS1 battery includes a 4-year warranty from time of installation. SMART Pads Cartridge warranty extends to the expiration date. Other accessories include a 12-month warranty. All option prices indicated above are IN ADDITION TO the price of the M5066A defibrillator.

All items below receive a 35% discount off current price for the term of the agreement. Current price may be subject to change upon renewal.

**HeartStart OnSite Defibrillator Accessories**

REF	DESCRIPTION	Current Price	2012 Contract Price
M5070A	Battery for HeartStart Defibrillator, HS1	\$153.00	\$99.45
M5071A	Adult SMART Pads Cartridge, HS1	\$61.00	\$39.65
M5072A	Infant/Child SMART Pads Cartridge, HS1	\$98.00	\$63.70
68-PCHAT	Fast Response Kit	\$42.00	\$27.30

**HeartStart Cases and Wall Mounts**

REF	DESCRIPTION	Current Price	2012 Contract Price
989803136531	Defibrillator Cabinet, Basic	\$236.00	\$153.40
PFE7023D	Defibrillator Cabinet, Semi-recessed	\$438.00	\$284.70
PFE7024D	Defibrillator Cabinet, Wall Surface	\$411.00	\$267.15
989803170891	AED Wall Mount	\$89.00	\$57.85
M3859A	Secure Pull Seal, 10-pack	\$10.00	\$6.50
M5075A	Standard Carry Case for HeartStart HS1 (when ordering case standalone)	\$134.00	\$87.10
M5076A	Slim Carry Case for HeartStart HS1 (when ordering case standalone)	\$113.00	\$73.45
YC	Carrying Case, Plastic Waterproof Shell	\$206.00	\$133.90

**HeartStart Wall Signs, Awareness Placard and Posters**

REF	DESCRIPTION	Current Price	2012 Contract Price
989803170921	AED Wall Sign, red	\$33.00	\$21.45
989803170901	AED Awareness Placard, red	\$24.00	\$15.60
861476	AED Awareness Posters (4-pack) [opt. ABA English] [opt. ABE Spanish] [opt. ABF French]	\$20.00	\$13.00
861477	AED Wall Mount and Signage Bundle	\$130.00	\$84.50
861478	AED Signage Bundle (includes AED Wall Sign, AED Awareness Placard, and AED Posters)	\$60.00	\$39.00

**HeartStart OnSite Training Materials and Learning Products**

REF	DESCRIPTION	Current Price	2012 Contract Price
M5066-89100	HeartStart HS1 Toolkit, NTSC	\$31.00	\$20.15
M5066-91900	Instructions for Use, HeartStart OnSite Defibrillator	\$21.00	\$13.65
M5066-97800	Quick Reference, HeartStart HS1	\$5.00	\$3.25
M5073A	Adult Training Pads Cartridge, HS1	\$77.00	\$50.05
M5074A	Infant/Child Training Pads Cartridge, HS1	\$82.00	\$53.30



EXHIBIT A

HeartStart OnSite Training Materials and Learning Products (continued)

REF	DESCRIPTION	Current Price	2012 Contract Price
M5085A	HeartStart Trainer	\$335.00	\$217.75
M5085-91900	Instructions for Use, HeartStart Trainer	\$10.00	\$6.50
M5087A	Replacement Carry Case, HeartStart Trainer	\$26.00	\$16.90
M5088A	Internal Manikin Adapter (Compatible with OnSite Trainer M5085A only)	\$31.00	\$20.15
M5089A	External Manikin Adapter, 5-pack	\$52.00	\$33.80
M5090A	Adult Pads Placement Guide	\$26.00	\$16.90
M5093A	Replacement Pads, Adult Training	\$31.00	\$20.15
M5094A	Replacement Pads, Infant/Child Training	\$31.00	\$20.15
989803139281	Infant/Child Pads Placement Guide	\$26.00	\$16.90

HeartStart Event Review Software

REF	DESCRIPTION	Current Price	CONTRACT PRICE
861311	Option A01 – HeartStart Review Express Connect Software	\$88.00	\$57.20
861451	Option A01 – HeartStart Data Messenger	\$175.00	\$113.75
M3834A	HeartStart Event Review Software – Single PC	\$407.00	\$264.55
989803141811	HeartStart Event Review Software – Organization-wide License	\$1,025.00	\$666.25
989803143051	HeartStart CaseCapture palmOne™ data download software	\$81.00	\$52.65
989803143041	HeartStart Configure Handheld Configuration Software	\$81.00	\$52.65
861431	Option A01 – HeartStart Event Review Pro Software, Single PC	\$2,570.00	\$1,670.50
861431	Option A03 – HeartStart Even Review Pro Software, Site License	\$6,175.00	\$4,013.75
861436	Option A01 – HeartStart Event Review Pro Upgrade, Single PC	\$1,025.00	\$666.25
861436	Option A03 – HeartStart Even Review Pro Upgrade, Site License	\$2,055.00	\$1,335.75

Extended Warranties

REF	DESCRIPTION	Current Price	2012 Contract Price
989803130341	Extended Warranty (2 years) – HeartStart OnSite	\$407.00	\$264.55
989803130351	Extended Warranty (2 years) - Previously Sold HeartStart OnSite	\$407.00	\$264.55

Extended Warranties: Customers must also complete, sign and return any documentation required by Philips to purchase extended warranty. For previously sold defibrillators, customers purchasing an extended warranty must do so prior to the expiration of their defibrillator's original, 5-year warranty.

Pricing: The above prices do not include applicable sales taxes. Philips Terms and Conditions of Sale are available upon request.

Shipping: Shipping costs are included in all pricing – FOB destination. Supply only orders totaling less than \$300 may be subject to a shipping and handling charge. Rush shipping is available for an additional fee.

Return Process: A Returned Goods Authorization (RGA) number is required for all returns and must be obtained prior to returning product to Philips. To obtain an RGA number, call Customer Service. The RGA number must appear on the outside of the box. All returns are subject to a restocking fee. For more details on Philips Return Policy, contact Customer Service.

Customer Service: Phone: (800) 934-7372 Fax (800) 947-3299

Address: Philips Healthcare, 3000 Minuteman Rd, Andover, MA 01810

## EXHIBIT A

**PHILIPS****US Price List****HeartStart FRx Defibrillator****HeartStart FRx Defibrillator**

All items below receive a 40% discount off current price for the term of the agreement. Current price may be subject to change upon renewal.

REF	DESCRIPTION	CURRENT PRICE	2012 CONTRACT PRICE
861304	HeartStart FRx Defibrillator	\$1,952.00	\$1,171.20
Opt A01	HeartStart FRx Defibrillator Aviation Bundle	\$1,973.00	\$1,183.80
Opt R01	HeartStart FRx Ready-Pack (includes: carrying case, spare HeartStart SMART pads II)	\$164.00	\$98.40
Opt R02	HeartStart FRx Ready-Pack Aviation Bundle (uses TSO-142C battery. Order either A01 or R02. Not both.)	\$185.00	\$111.00

The HeartStart FRx Defibrillator includes an Owner Manual, Quick Set-up guide, maintenance booklet, pre-installed battery, pre-installed SMART Pads II (1 set), and a Quick Reference Guide. The FRx Ready-Pack has the device and spare pads pre-installed in carry case. The HeartStart FRx Defibrillator device includes a 5 year manufacturer's warranty at no charge. Battery includes 4-year warranty; pads are warranted until expiration date. Other accessories include a 12-month warranty. The R01 and R02 option prices indicated above are IN ADDITION TO the price of the 861304 defibrillator.

All items below receive a 35% discount off current price for the term of the agreement. Current price may be subject to change upon renewal.

**HeartStart FRx Defibrillator Accessories**

REF	DESCRIPTION	CURRENT PRICE	2012 CONTRACT PRICE
M5070A	Battery, Long Life LiMnO2 for HS1/FRx	\$153.00	\$99.45
989803139301	Aviation Battery, HeartStart FRx (complies with TSO C-142)	\$160.00	\$104.00
989803139261	HeartStart SMART Pads II (1 set)	\$50.00	\$32.50
989803139311	Infant/Child Key	\$98.00	\$63.70
68-PCHAT	Fast Response Kit	\$42.00	\$27.30

**HeartStart Cases and Wall Mounts**

REF	DESCRIPTION	CURRENT PRICE	2012 CONTRACT PRICE
989803136531	Defibrillator Cabinet, Basic	\$236.00	\$153.40
PFE7023D	Defibrillator Cabinet, Semi-recessed	\$438.00	\$284.70
PFE7024D	Defibrillator Cabinet, Wall Surface	\$411.00	\$267.15
989803170891	AED Wall Mount	\$89.00	\$57.85
M3859A	Secure Pull Seal, 10-pack	\$10.00	\$6.50
989803139251	Carrying Case, FRx Defibrillator	\$134.00	\$87.10
YC	Carrying Case, Plastic Waterproof Shell	\$206.00	\$133.90

**HeartStart Wall Signs, Awareness Placard and Posters**

REF	DESCRIPTION	CURRENT PRICE	2012 CONTRACT PRICE
989803170921	AED Wall Sign, red	\$33.00	\$21.45
989803170901	AED Awareness Placard, red	\$24.00	\$15.60
861476	AED Awareness Posters (4-pack) [opt. ABA English] [opt. ABE Spanish] [opt. ABF French]	\$20.00	\$13.00
861477	AED Wall Mount and Signage Bundle	\$130.00	\$84.50
861478	AED Signage Bundle (includes AED Wall Sign, AED Awareness Placard, and AED Posters)	\$60.00	\$39.00

**HeartStart FRx Training Materials and Learning Products**

REF	DESCRIPTION	CURRENT PRICE	2012 CONTRACT PRICE
861306	HeartStart FRx Trainer	\$345.00	\$224.25
989803139321	FRx Training Toolkit (includes PowerPoint presentations, presenter's guide, student guide and training DVD)	\$31.00	\$20.15
989803139341	FRx Product Training DVD	\$15.00	\$9.75
989803138731	FRx Owner's Manual	\$21.00	\$13.65
989803138601	FRx Quick Reference Guide	\$5.00	\$3.25
989803139271	Training Pads II (Note: for Infant/Child training applications, buy the Infant/Child Key separately)	\$77.00	\$50.05

EXHIBIT A

HeartStart FRx Training Materials and Learning Products (continued)

REF	DESCRIPTION	CURRENT PRICE
989803139291	Replacement Training Pads II (includes pads, wire and plug)	\$31.00
M5088A	Internal Manikin Adapters (Compatible with HeartStart FRx Trainer 061306 only)	\$31.00
M5089A	External Manikin Adapter, 5-pack	\$52.00
M5090A	Adult Pads Placement Guide	\$26.00
989803139281	Infant/Child Pads Placement Guide	\$26.00

REF	DESCRIPTION	CURRENT PRICE
05-10000	HeartStart Pads Adapter (quick-combo™)	\$39.00
05-10100	HeartStart Pads Adapter (zoll™)	\$39.00
05-10200	HeartStart Pads Adapter (barn-4-tye)	\$39.00

FRx Cross-Compatibility

REF	DESCRIPTION	CURRENT PRICE
861311	Option A01 - HeartStart Review Express Connect Software	\$88.00
861451	Option A01 - HeartStart Data Messenger	\$175.00
ACT-IR	Infrared Data Cable	\$134.00
M3834A	HeartStart Event Review Software, Single PC	\$407.00
989803141811	HeartStart Event Review Software, Organization-wide License	\$1,025.00
861431	Option A01 - HeartStart Event Review Pro Software, Single PC	\$2,570.00
861431	Option A03 - HeartStart Event Review Pro Software, Site License	\$4,013.75
861436	Option A01 - HeartStart Event Review Pro Upgrade, Single PC	\$1,025.00
861436	Option A03 - HeartStart Event Review Pro Upgrade, Site License	\$2,055.00

Extended Warranties

REF	DESCRIPTION	CURRENT PRICE
989803143941	Extended Warranty (2-years) - New FRx	\$406.00
989803143951	Extended Warranty (2-years) - Previously sold FRx	\$406.00

Extended Warranties: Customers must also complete, sign and return any documentation required by Philips to purchase extended warranty. For previously sold defibrillators, customers purchasing an extended warranty must do so prior to the expiration of their distributor's original, 5-year warranty.  
 Pricing: The above prices do not include applicable sales taxes. Philips Terms and Conditions of Sale are available upon request.  
 Shipping: Shipping costs are included in all pricing - FOB destination. Supply only orders totaling less than \$300 may be subject to a shipping and handling charge. Rush shipping is available for an additional fee.  
 Return Process: A Returned Goods Authorization (RGA) number is required for all returns and must be obtained prior to returning product to Philips. To obtain an RGA number, call Customer Service. The RGA number must appear on the outside of the box. All returns are subject to a restocking fee. For more details on Philips Return Policy, contact Customer Service.  
 Customer Service: Phone: (800) 934-7372 Fax: (900) 947-3299  
 Address: Philips Healthcare, 3000 Minuteman Rd, Andover, MA 01810

City of Columbia MO - MH 333  
 Date: December 27, 2011  
 Contract manager: Trish Archambault

CONFIDENTIAL

EXHIBIT A

**PHILIPS**

**US Price List**

**HeartStart FR2+ Refurbished Defibrillator**

All items below receive a 35% discount off current price for the term of the agreement. Current price may be subject to change upon renewal.

**FR2+ Accessories**

REF	DESCRIPTION	CURRENT PRICE	2012 Contract Price
989803158211	HeartStart AED Defibrillator Pads 1-pack	\$39.00	\$25.35
989803158221	HeartStart AED Defibrillator Pads 5-pack	\$154.00	\$100.10
M3870A	FR2 AED Infant/Child Defibrillator Pads 1-pack	\$88.00	\$53.70
M3863A	Battery, Long-Life LiMnO2, for FR2 Series	\$246.00	\$159.90
989803136291	Battery, Aviation, LiMnO2, FR2 Series	\$247.00	\$160.55
M3848A	Battery, Rechargeable LiION for FR2+ (FR2s shipped before 11/12/01 need a software update to use)	\$273.00	\$177.45
M3849A	Charger for FR2+ Rechargeable Battery (REF M3848A)	\$155.00	\$100.75
68-PCHAT	Fast Response Kit	\$42.00	\$27.30
M3873A	FR2+ ECG Assessment Module, AAMI (FR2s shipped prior to 11/12/01 need a software update to use this feature)	\$309.00	\$200.85
989803137771	ECG Monitoring Electrodes - 20 (twenty) 3-packs (six week lead time)	\$52.00	\$33.80

All Heartstart FR2 batteries are warranted for four(4) years from the date of installation. Pads are warranted until expiration date. All other accessories include a 12-month warranty.

**FR2+ Data Cards**

REF	DESCRIPTION	CURRENT PRICE	2012 Contract Price
M3854A	Data Card and Tray for FR2 Series	\$92.00	\$59.80
M3853A	Data Card Tray for FR2 Series	\$9.00	\$5.85
SDCF-05	Adapter, Data Card to PCMCIA	\$31.00	\$20.15
M3524A	Data Card Reader	\$155.00	\$100.75

**Cases/Wall Mount**

REF	DESCRIPTION	CURRENT PRICE	2012 Contract Price
989803136531	Defibrillator Cabinet, Basic	\$236.00	\$153.40
PFE7023D	Defibrillator Cabinet, Premium, Semi-recessed	\$438.00	\$284.70
PFE7024D	Defibrillator Cabinet, Premium, Wall Surface	\$411.00	\$267.15
M3868A	Carrying Case for FR2 Series	\$134.00	\$87.10
M3869A	Vinyl Carrying Case for FR2 Series	\$134.00	\$87.10
989803170891	AED Wall Mount	\$89.00	\$57.85
M3859A	Secure-Pull Seal 10-pack	\$10.00	\$6.50
YC	Carrying Case, Plastic Waterproof Shell	\$206.00	\$133.90
989803133171	Temperature Control Carry Case	\$391.00	\$254.15

**HeartStart Wall Signs, Awareness Placard and Posters**

REF	DESCRIPTION	CURRENT PRICE	2012 Contract Price
989803170921	AED Wall Sign, red	\$33.00	\$21.45
989803170901	AED Awareness Placard, red	\$24.00	\$15.60
861476	AED Awareness Posters (4-pack) [opt. ABA English] [opt. ABE Spanish] [opt. ABF French]	\$20.00	\$13.00
861477	AED Wall Mount and Signage Bundle	\$130.00	\$84.50
861478	AED Signage Bundle (includes AED Wall Sign, AED Awareness Placard, and AED Posters)	\$60.00	\$39.00

**FR2+ Cross-Product Compatibility**

REF	DESCRIPTION	CURRENT PRICE	2012 Contract Price
05-10000	HeartStart Pads Adapter (QUICK-COMBO™)	\$39.00	\$25.35
05-10100	HeartStart Pads Adapter (Zoll™)	\$39.00	\$25.35
05-10200	HeartStart Pads Adapter (Barrel-style)	\$39.00	\$25.35

**Event Review Software**

EXHIBIT A

REF	DESCRIPTION	CURRENT PRICE	CURRENT PRICE
861311	Option A01 – HeartStart Review Express Connect Software	\$88.00	\$57.20
M3834A	HeartStart Event Review Software – Single PC	\$407.00	\$264.55
989803141811	HeartStart Event Review Software – Organization-wide License	\$1,025.00	\$666.25
861431	Option A01 – HeartStart Event Review Pro Software, Single PC	\$2,570.00	\$1,670.50
861431	Option A03 – HeartStart Event Review Pro Software, Site License	\$6,175.00	\$4,013.75
861436	Option A01 – HeartStart Event Review Pro Software, Single PC	\$1,025.00	\$666.25
861436	Option A03 – HeartStart Event Review Pro Software, Site License	\$2,055.00	\$1,335.75

**FR2+ Training Materials**

REF	DESCRIPTION	CURRENT PRICE	CURRENT PRICE
M3860-91900	Instructions for Use, FR2+, English	\$21.00	\$13.65
M3860-97800	Quick Reference Card, FR2, English	\$5.00	\$3.25
M3864A	Training & Admin Pack for FR2 Series	\$206.00	\$133.90
M3855A	Charger for FR2 Training & Admin. Pack (includes US power cord)	\$129.00	\$83.85
M3864-90001	Reference Guide for Training & Admin Pack, FR2 Series	\$21.00	\$13.65
989803150291	HeartStart FR2+ Toolkit, NTSC	\$31.00	\$20.15
M3752A	HeartStart AED Trainer 2 (includes Carrying Case, 1 set of Defibrillator Training Pads)	\$359.00	\$233.35
M3753A	Remote Control for AED Trainer 2	\$50.00	\$32.50
M3754A	Programming Kit for AED Trainer 2 (includes PC Cable and CD with software)	\$31.00	\$20.15
07-10900	Defibrillator Training Pads: 1 set	\$26.00	\$16.90
07-11000	Defibrillator Trainer Carrying Case	\$26.00	\$16.90
M3871A	FR2 Series Infant/Child Training Pads	\$46.00	\$29.90
M3755A	Training Pads for AED Little Anne – 1 set	\$28.00	\$18.20
M3756A	AED Little Anne Training System	\$596.00	\$387.40

Pricing: The above prices do not include applicable sales taxes. Philips Terms and Conditions of Sale are available upon request.  
handling charge. Rush shipping is available for an additional fee.

To obtain an RGA number, call Customer Service. The RGA number must appear on the outside of the box. All returns are subject to a restocking  
Customer Service: Phone: (800) 934-7372 Fax (800) 947-3299

Address: Philips Healthcare, 3000 Minuteman Rd, Andover, MA 01810

EXHIBIT A

# PHILIPS

## US Price List

### HeartStart OnSite Defibrillator

All items below receive a 40% discount off current price for the term of the agreement. Current price may be subject to change at renewal.

#### HeartStart OnSite Defibrillator

REF	DESCRIPTION	2012 Contract Price
M5066A	HeartStart OnSite Defibrillator (HS1)	\$902.40
<i>When purchasing M5066A, customer must also choose one carry case option:</i>		
Opt C01	Standard Carry Case (recommended; can carry spare battery and pads cartridge)	\$61.20
Opt C02	Slim Carry Case	\$21.60

Opt C04	No Carry Case (Customer receives clear vinyl sleeve for holding Quick Reference Guide and call 911 reminder)	\$0.00
Opt R01	HeartStart HS1 Ready-Pack (includes: standard carrying case, spare Adult SMART Pads Cartridge. Device and spare pads are pre-installed in carry case.)	\$85.80

The HeartStart OnSite Defibrillator includes a pre-installed battery, 1 pre-installed SMART Pads Cartridge, Quick Set-up Guide, Maintenance Booklet, Quick Reference Guide, and Owners Manual plus the user-selected carrying case. The HeartStart OnSite Ready-Pack configuration has device and spare pads cartridge pre-installed in standard carry case. The HeartStart OnSite Defibrillator devices includes a 60-month manufacturer's warranty. HS1 battery includes a 4-year warranty from time of installation. SMART Pads Cartridge warranty extends to the expiration date. Other accessories include a 12-month warranty. All option prices indicated above are IN ADDITION TO the price of the M5066A defibrillator.

All items below receive a 35% discount off current price for the term of the agreement. Current price may be subject to change upon

#### HeartStart OnSite Defibrillator Accessories

REF	DESCRIPTION	2012 Contract Price
M5070A	Battery for HeartStart Defibrillator, HS1	\$99.45
M5071A	Adult SMART Pads Cartridge, HS1	\$39.65
M5072A	Infant/Child SMART Pads Cartridge, HS1	\$63.70
68-PCHAT	Fast Response Kit	\$27.30

#### HeartStart Cases and Wall Mounts

REF	DESCRIPTION	2012 Contract Price
989803136531	Defibrillator Cabinet, Basic	\$153.40
PFE7023D	Defibrillator Cabinet, Semi-recessed	\$284.70
PFE7024D	Defibrillator Cabinet, Wall Surface	\$267.15
989803170891	AED Wall Mount	\$57.85
M3859A	Secure Pull Seal, 10-pack	\$6.50
M5075A	Standard Carry Case for HeartStart HS1 (when ordering case standalone)	\$87.10
M5076A	Slim Carry Case for HeartStart HS1 (when ordering case standalone)	\$73.45
YC	Carrying Case, Plastic Waterproof Shell	\$133.90

#### HeartStart Wall Signs, Awareness Placard and Posters

REF	DESCRIPTION	2012 Contract Price
989803170921	AED Wall Sign, red	\$21.45
989803170901	AED Awareness Placard, red	\$15.60
861476	AED Awareness Posters (4-pack) [opt. ABA English] [opt. ABE Spanish] [opt. ABF French]	\$13.00
861477	AED Wall Mount and Signage Bundle	\$84.50
861478	AED Signage Bundle (includes AED Wall Sign, AED Awareness Placard, and AED Posters)	\$39.00

#### HeartStart OnSite Training Materials and Learning Products

REF	DESCRIPTION	2012 Contract Price
M5066-89100	HeartStart HS1 Toolkit, NTSC	\$20.15
M5066-91900	Instructions for Use, HeartStart OnSite Defibrillator	\$13.65
M5066-97800	Quick Reference, HeartStart HS1	\$3.25
M5073A	Adult Training Pads Cartridge, HS1	\$50.05
M5074A	Infant/Child Training Pads Cartridge, HS1	\$53.30

**EXHIBIT A**

**HeartStart OnSite Training Materials and Learning Products (continued)**

REF	DESCRIPTION	2012 Contract Price
M5085A	HeartStart Trainer	\$217.75
M5085-91900	Instructions for Use, HeartStart Trainer	\$8.50
M5087A	Replacement Carry Case, HeartStart Trainer	\$16.90
M5088A	Internal Manikin Adapter (Compatible with OnSite Trainer M5085A only)	\$20.15
M5089A	External Manikin Adapter, 5-pack	\$33.80
M5090A	Adult Pads Placement Guide	\$16.90
M5093A	Replacement Pads, Adult Training	\$20.15
M5094A	Replacement Pads, Infant/Child Training	\$20.15
989803139281	Infant/Child Pads Placement Guide	\$16.90

**HeartStart Event Review Software**

REF	DESCRIPTION	CONTRACT PRICE
861311	Option A01 – HeartStart Review Express Connect Software	\$57.20
861451	Option A01 – HeartStart Data Messenger	\$113.75
M3834A	HeartStart Event Review Software –Single PC	\$264.55
989803141811	HeartStart Event Review Software – Organization-wide License	\$666.25
989803143051	HeartStart CaseCapture palmOne™ data download software	\$52.65
989803143041	HeartStart Configure Handheld Configuration Software	\$52.65
861431	Option A01 – HeartStart Event Review Pro Software, Single PC	\$1,670.50
861431	Option A03 – HeartStart Even Review Pro Software, Site License	\$4,013.75
861436	Option A01 – HeartStart Event Review Pro Upgrade, Single PC	\$666.25
861436	Option A03 – HeartStart Even Review Pro Upgrade, Site License	\$1,335.75

**Extended Warranties**

REF	DESCRIPTION	2012 Contract Price
989803130341	Extended Warranty (2 years) – HeartStart OnSite	\$264.55
989803130351	Extended Warranty (2 years) - Previously Sold HeartStart OnSite	\$264.55

Extended Warranties: Customers must also complete, sign and return any documentation required by Philips to purchase extended warranty. For previously sold defibrillators, customers purchasing an extended warranty must do so prior to the expiration of their defibrillator's original, 5-year warranty.

Pricing: The above prices do not include applicable sales taxes. Philips Terms and Conditions of Sale are available upon request.

Shipping: Shipping costs are included in all pricing – FOB destination. Supply only orders totaling less than \$300 may be subject to a shipping and handling charge. Rush shipping is available for an additional fee.

Return Process: A Returned Goods Authorization (RGA) number is required for all returns and must be obtained prior to returning product to Philips. To obtain an RGA number, call Customer Service. The RGA number must appear on the outside of the box. All returns are subject to a restocking fee. For more details on Philips Return Policy, contact Customer Service.

Customer Service: Phone: (800) 934-7372 Fax (800) 947-3299

Address: Philips Healthcare, 3000 Minuteman Rd, Andover, MA 01810

## EXHIBIT A

**PHILIPS****US Price List****HeartStart FRx Defibrillator****HeartStart FRx Defibrillator**

All items below receive a 40% discount off current price for the term of the agreement. Current price may be subject to change upon renewal.

REF	DESCRIPTION	2012 CONTRACT PRICE
861304	HeartStart FRx Defibrillator	\$1,171.20
Opt A01	HeartStart FRx Defibrillator Aviation Bundle	\$1,183.80
Opt R01	HeartStart FRx Ready-Pack (Includes: carrying case, spare HeartStart SMART pads II)	\$98.40
Opt R02	HeartStart FRx Ready-Pack Aviation Bundle (uses TSO-142C battery. Order either A01 or R02. Not both.)	\$111.00

The HeartStart FRx Defibrillator includes an Owner Manual, Quick Set-up guide, maintenance booklet, pre-installed battery, pre-installed SMART Pads II (1 set), and a Quick Reference Guide. The FRx Ready-Pack has the device and spare pads pre-installed in carry case. The HeartStart FRx Defibrillator devices include a 5-year manufacturer's warranty at no charge. Battery includes 4-year warranty; pads are warranted until expiration date. Other accessories include a 12-month warranty. The R01 and R02 option prices indicated above are IN ADDITION TO the price of the 861304 defibrillator.

All items below receive a 35% discount off current price for the term of the agreement. Current price may be subject to change upon renewal.

**HeartStart FRx Defibrillator Accessories**

REF	DESCRIPTION	2012 CONTRACT PRICE
M5070A	Battery, Long Life LiMnO2 for HS1/FRx	\$99.45
989803139301	Aviation Battery, HeartStart FRx (complies with TSO C-142)	\$104.00
989803139261	HeartStart SMART Pads II (1 set)	\$32.50
989803139311	Infant/Child Key	\$63.70
68-PCHAT	Fast Response Kit	\$27.30

**HeartStart Cases and Wall Mounts**

REF	DESCRIPTION	2012 CONTRACT PRICE
989803136531	Defibrillator Cabinet, Basic	\$153.40
PFE7023D	Defibrillator Cabinet, Semi-recessed	\$284.70
PFE7024D	Defibrillator Cabinet, Wall Surface	\$267.15
989803170891	AED Wall Mount	\$57.85
M3859A	Secure Pull Seal, 10-pack	\$6.50
989803139251	Carrying Case, FRx Defibrillator	\$87.10
YC	Carrying Case, Plastic Waterproof Shell	\$133.90

**HeartStart Wall Signs, Awareness Placard and Posters**

REF	DESCRIPTION	2012 CONTRACT PRICE
989803170921	AED Wall Sign, red	\$21.45
989803170901	AED Awareness Placard, red	\$15.60
861476	AED Awareness Posters (4-pack) [opt. ABA English] [opt. ABE Spanish] [opt. ABF French]	\$13.00
861477	AED Wall Mount and Signage Bundle	\$84.50
861478	AED Signage Bundle (includes AED Wall Sign, AED Awareness Placard, and AED Posters)	\$39.00

**HeartStart FRx Training Materials and Learning Products**

REF	DESCRIPTION	2012 CONTRACT PRICE
861306	HeartStart FRx Trainer	\$224.25
989803139321	FRx Training Toolkit (Includes PowerPoint presentations, presenter's guide, student guide and training DVD)	\$20.15
989803139341	FRx Product Training DVD	\$9.75
989803138731	FRx Owner's Manual	\$13.65
989803138601	FRx Quick Reference Guide	\$3.25
989803139271	Training Pads II (Note: for Infant/Child training applications, buy the Infant/Child Key separately)	\$50.05

City of Columbia MO - MH 333

Date: December 27, 2011

Contract manager: Trish Archambault

1 of 2

Based on FRx Price List Effective 01/01/2012



**EXHIBIT A**

**HeartStart FRx Training Materials and Learning Products (continued)**

REF	DESCRIPTION	2012 CONTRACT PRICE
989803139291	Replacement Training Pads II (Includes pads, wire and plug)	\$20.15
M5088A	Internal Manikin Adapters (Compatible with HeartStart FRx Trainer 861306 only)	\$20.15
M5089A	External Manikin Adapter, 5-pack	\$33.80
M5090A	Adult Pads Placement Guide	\$16.90
989803139281	Infant/Child Pads Placement Guide	\$16.90

**FRx Cross-Compatibility**

REF	DESCRIPTION	2012 CONTRACT PRICE
05-10000	HeartStart Pads Adapter (QUICK-COMBO™)	\$25.35
05-10100	HeartStart Pads Adapter (Zoll™)	\$25.35
05-10200	HeartStart Pads Adapter (Barrel-style)	\$25.35

**HeartStart Event Review Software**

REF	DESCRIPTION	2012 CONTRACT PRICE
861311	Option A01 – HeartStart Review Express Connect Software	\$57.20
861451	Option A01 – HeartStart Data Messenger	\$113.75
ACT-IR	Infrared Data Cable	\$87.10
M3834A	HeartStart Event Review Software, Single PC	\$264.55
989803141811	HeartStart Event Review Software, Organization-wide License	\$666.25
861431	Option A01 – HeartStart Event Review Pro Software, Single PC	\$1,670.50
861431	Option A03 – HeartStart Event Review Pro Software, Site License	\$4,013.75
861436	Option A01 – HeartStart Event Review Pro Upgrade, Single PC	\$666.25
861436	Option A03 – HeartStart Event Review Pro Upgrade, Site License	\$1,335.75

**Extended Warranties**

REF	DESCRIPTION	2012 CONTRACT PRICE
989803143941	Extended Warranty (2-years) – New FRx	\$263.90
989803143951	Extended Warranty (2-years) – Previously sold FRx	\$263.90

**Extended Warranties:** Customers must also complete, sign and return any documentation required by Philips to purchase extended warranty. For previously sold defibrillators, customers purchasing an extended warranty must do so prior to the expiration of their defibrillator's original, 5-year warranty.

**Pricing:** The above prices do not include applicable sales taxes. Philips Terms and Conditions of Sale are available upon request.

**Shipping:** Shipping costs are included in all pricing – FOB destination. Supply only orders totaling less than \$300 may be subject to a shipping and handling charge. Rush shipping is available for an additional fee.

**Return Process:** A Returned Goods Authorization (RGA) number is required for all returns and must be obtained prior to returning product to Philips. To obtain an RGA number, call Customer Service. The RGA number must appear on the outside of the box. All returns are subject to a restocking fee. For more details on Philips Return Policy, contact Customer Service.

**Customer Service:** Phone: (800) 934-7372 Fax (800) 947-3299

**Address:** Philips Healthcare, 3000 Minuteman Rd, Andover, MA 01810

**PHILIPS****US Price List****HeartStart FR2+ Refurbished Defibrillator**

All items below receive a 35% discount off current price for the term of the agreement. Current price may be subject to change upon renewal.

**FR2+ Accessories**

REF	DESCRIPTION	2012 Contract Price
989803158211	HeartStart AED Defibrillator Pads 1-pack	\$25.35
989803158221	HeartStart AED Defibrillator Pads 5-pack	\$100.10
M3870A	FR2 AED Infant/Child Defibrillator Pads 1-pack	\$83.70
M3863A	Battery, Long-Life LiMnO2, for FR2 Series	\$159.90
989803136291	Battery, Aviation, LiMnO2, FR2 Series	\$160.55
M3848A	Battery, Rechargeable LiION for FR2+ (FR2s shipped before 11/12/01 need a software update to use)	\$177.45
M3849A	Charger for FR2+ Rechargeable Battery (REF M3848A)	\$100.75
68-PCHAT	Fast Response Kit	\$27.30
M3873A	FR2+ ECG Assessment Module, AAMI (FR2s shipped prior to 11/12/01 need a software update to use this feature)	\$200.85
989803137771	ECG Monitoring Electrodes - 20 (twenty) 3-packs (six week lead time)	\$33.80

All Heartstart FR2 batteries are warranted for four(4) years from the date of installation. Pads are warranted until expiration date. All other accessories include a 12-month warranty.

**FR2+ Data Cards**

REF	DESCRIPTION	2012 Contract Price
M3854A	Data Card and Tray for FR2 Series	\$59.80
M3853A	Data Card Tray for FR2 Series	\$5.85
SDCF-05	Adapter, Data Card to PCMCIA	\$20.15
M3524A	Data Card Reader	\$100.75

**Cases/Wall Mount**

REF	DESCRIPTION	2012 Contract Price
989803136531	Defibrillator Cabinet, Basic	\$153.40
PFE7023D	Defibrillator Cabinet, Premium, Semi-recessed	\$284.70
PFE7024D	Defibrillator Cabinet, Premium, Wall Surface	\$267.15
M3868A	Carrying Case for FR2 Series	\$87.10
M3869A	Vinyl Carrying Case for FR2 Series	\$87.10
		\$0.00
989803170891	AED Wall Mount	\$57.85
M3859A	Secure-Pull Seal 10-pack	\$6.50
YC	Carrying Case, Plastic Waterproof Shell	\$133.90
989803133171	Temperature Control Carry Case	\$254.15

**HeartStart Wall Signs, Awareness Placard and Posters**

REF	DESCRIPTION	2012 Contract Price
989803170921	AED Wall Sign, red	\$21.45
989803170901	AED Awareness Placard, red	\$15.60
861478	AED Awareness Posters (4-pack) [opt. ABA English] [opt. ABE Spanish] [opt. ABF French]	\$13.00
861477	AED Wall Mount and Signage Bundle	\$84.50
861478	AED Signage Bundle (Includes AED Wall Sign, AED Awareness Placard, and AED Posters)	\$39.00

**FR2+ Cross-Product Compatibility**

REF	DESCRIPTION	2012 Contract Price
05-10000	HeartStart Pads Adapter (QUICK-COMBO™)	\$25.35
05-10100	HeartStart Pads Adapter (ZOLL™)	\$25.35
05-10200	HeartStart Pads Adapter (Barnet-style)	\$25.35

**Event Review Software**



Philips Healthcare  
3600 Mimitama Rd MS 400  
Andover, MA 01810  
800-934-7372 telephone  
800-947-3299 facsimile

December 23, 2009

Barbara Roman, Procurement Officer  
City of Columbia, Purchasing Division  
800 Cherry St, Lower Level  
Columbia, MO 65201

RE: Renewal of Contract number M09 (One year renewal term)  
Philips AED Term and Supply

Dear Ms. Roman:

In response to your invitation to renew contract 3/09 please find enclosed the documents you requested to complete the renewal process.

- 1. AED 2009 - 2010 price lists (QASAs and FRAs) based upon current Philips list prices. Philips increased its list prices for AED products for all customers in June of 2009. Philips is pleased to hold the City of Columbia's discount on defibrillators (OnSite M506A and FRx 861304) at 40% discount and increase your discount to 35% off Philips current list prices for AED accessories.

During the second half of 2009, Philips experienced a number of changes. To keep your contact information current, please find below important contact details for your records.

**Sales Orders**  
Customer Service Phone: 1-800-934-7372  
Customer Service Fax: 1-800-947-3299  
[ped.orders@philips.com](mailto:ped.orders@philips.com)

**MISSOURI**  
Dawn Sanders  
Email: [dawn.sanders@philips.com](mailto:dawn.sanders@philips.com)  
Cell Phone: 314-666-3597  
Managing accounts for police, municipal governments including schools, and universities.

Jack Ryan  
Email: [jack.ryan@philips.com](mailto:jack.ryan@philips.com) *Jan 10/28/11*  
Cell Phone: 678-898-4004  
Managing accounts for Fire and EMS agencies.

**Mail to Address**  
Philips Healthcare  
P.O. Box 100355  
Atlanta GA 30384-0355

**Contract terms or lower bids:**  
Trish Archambault  
Contract Manager, Paralegal  
Philips Healthcare  
3000 Mimitama Rd, MS 400  
Andover, MA 01810  
Email: [partrish.archambault@philips.com](mailto:partrish.archambault@philips.com)  
Phone: 978-659-7747  
Fax: 978-656-3148

I look forward to receiving your confirmation of this renewal.

If I can be of any further assistance in this matter please feel free to contact me directly.

Sincerely,  
*Trish Archambault*  
Trish Archambault  
Contract Manager, Paralegal  
Enclosures (2)

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

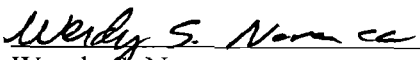
In the County Commission of said county, on the 28<sup>th</sup> day of August 20 12


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

Now on this day the County Commission of the County of Boone does hereby approve Amendment Number Four to MM58 – Bituminous Material with Vance Brothers, Coastal Energy, and Missouri Petroleum. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 28<sup>th</sup> day of August, 2012.

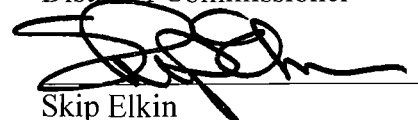
ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



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

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## MEMORANDUM

COPY

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPB  
**DATE:** August 8, 2012  
**RE:** Amendment Number Four – MM58 – Bituminous Material

Contract *MM58 – Bituminous Material* was approved by commission for award on March 15, 2011, commission order 102-2011 by split award by low bid by line item to Vance Brothers, Coastal Energy and Missouri Petroleum. Due to proposed increases for this next renewal period, the primary and secondary suppliers have changed for the period July 1, 2012 through September 30, 2012 for Vance and Coastal Energy. The award for this renewal period is:

**Vance**

**Secondary Supplier:** EA-90P

**Coastal Energy**

**Primary Supplier:** PEP, AEP

**Secondary Supplier:** CRS-2, MC-3000, SS-1, CRS-2P, MC-800, MC-30, EA-90

Missouri Petroleum's contract remains the same for the following:

**Missouri Petroleum**

**Primary Supplier:** CRS-2, MC-3000, SS-1, CRS-2P, MC-800, MC-30, EA-90, EA-90P

These are Term and Supply contracts and invoices will be paid from department 2040 - PW Maintenance Operations, account number 26400 - Road Oil.

cc: Greg Edington, Chet Dunn, Jane Telander, Elaine Goodwin, PW  
Bid File

**Renewal Pricing**

**VANCE**

**MISSOURI PETROLEUM**

**COASTAL**

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	5th Renewal 7/1/12 - 9/30/12 5% Increase			5th Renewal 7/1/12 - 9/30/12 2% Increase			5th Renewal 7/1/12 - 9/30/12 0% Increase		
				DELIVERED	PICKED UP	PICKED UP	DELIVERED	PICKED UP	PICKED UP	DELIVERED	PICKED UP	PICKED UP
				UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL	UNIT PRICE/GAL
	(EST)			Full Transport Load Minimum	3000 GAL	Full Transport Load	Full Transport Load Minimum	3000 GAL	Full Transport Load	Full Transport Load Minimum	3000 GAL	Full Transport Load
1	316,900	GAL	CRS-2	\$2.39	\$2.29	\$2.29	\$2.15	\$2.03	\$2.03	\$2.15	\$2.15	\$2.15
2	10,000	GAL	MC-3000	\$3.53	\$3.43	\$3.43	\$3.09	\$2.97	\$2.97	\$3.16	\$3.12	\$3.12
3	42,700	GAL	PEP	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$3.20	\$3.20	\$3.20
4	1-Full Tanker Load	3000	SS-1	\$2.26	\$2.16	\$2.16	\$2.15	\$2.03	\$2.03	\$2.16	\$2.10	\$2.10
5	150,000	GAL	CRS-2P	\$2.84	\$2.74	\$2.74	\$2.42	\$2.28	\$2.28	\$2.62	\$2.57	\$2.57
6	1-Full Tanker Load	3000	MC-800	\$3.53	\$3.43	\$3.43	\$3.17	\$3.05	\$3.05	\$3.33	\$2.27	\$2.27
7	1-Full Tanker Load	3000	MC-30	\$3.91	\$3.81	\$3.81	\$3.24	\$3.12	\$3.12	\$3.42	\$3.34	\$3.34
8	42,700	GAL	AEP	\$3.28	\$3.18	\$3.18	No Bid	No Bid	No Bid	\$2.15	\$2.10	\$2.10
9	316,900	GAL	Emulsified Asphalt EA-90	\$2.52	\$2.42	\$2.42	\$2.15	\$2.03	\$2.03	\$2.36	\$2.36	\$2.36
10	150,000	GAL	Emulsified Asphalt EA-90P	\$2.84	\$2.74	\$2.74	\$2.40	\$2.26	\$2.26	\$2.86	\$2.86	\$2.86
11	Per Hour		Demurrage Charge	\$70.00	per hour		\$80.00	per hour		\$73.03	per hour	
12			Demurrage Charge begins after ____ Hrs.	1.5 hours			2 hours			2 hours		
Delivery will be made within				1 day			24 - 48 hours			1 day		
Maximum % Increase or Decrease for												
Renewal # 1: 4/01/11 - 6/30/11				50%			2%			7%		
Renewal # 2: 7/01/11 - 9/30/11				50%			2%			7%		
Renewal # 3: 10/01/11 - 12/31/11				50%			2%			7%		
Renewal # 4: 1/01/12 - 3/31/12				50%			2%			7%		
Renewal # 5: 4/01/12 - 6/30/12				50%			2%			7%		
Renewal # 6: 7/01/12 - 9/30/12				50%			2%			7%		
Renewal # 7: 10/01/12 - 12/31/12				50%			2%			7%		

Primary

Secondary

**CONTRACT AMENDMENT NUMBER FOUR  
PURCHASE AGREEMENT FOR  
BITUMINOUS MATERIAL - TERM AND SUPPLY**

The Agreement **MM58** dated March 15, 2011, made by and between Boone County, Missouri and **Missouri Petroleum** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Due to proposed pricing increases for renewal period **July 1, 2012 through September 30, 2012**, pricing shall be as follows:

Primary Supplier:	Unit Price/Gallon	
	<u>Delivered</u>	<u>Picked-Up</u>
CRS-2:	\$2.15	\$2.03
MC-3000:	\$3.09	\$2.97
SS-1:	\$2.15	\$2.03
CRS-2P:	\$2.42	\$2.28
MC-800:	\$3.17	\$3.05
MC-30:	\$3.24	\$3.12
EA-90:	\$2.15	\$2.03
EA-90P:	\$2.40	\$2.26

Demurrage Charge: \$80.00 / hour

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**MISSOURI PETROLEUM**

by *[Signature]*  
title Vice President

**BOONE COUNTY, MISSOURI**

by: *[Signature]*  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

*[Signature]*  
County Counselor

ATTEST:

*[Signature]*  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

*[Signature]*  
Signature by *caj*

8/21/12  
Date

2040 / 26400 - Term & Supply.  
No Encumbrance Required  
Appropriation Account

**CONTRACT AMENDMENT NUMBER FOUR  
PURCHASE AGREEMENT FOR  
BITUMINOUS MATERIAL - TERM AND SUPPLY**

The Agreement **MM58** dated March 15, 2011, made by and between Boone County, Missouri and **Vance Brothers, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. Due to proposed pricing increases for this renewal period, the primary and secondary suppliers of MM58 have changed for some of the line items. For the period **July 1, 2012 through September 30, 2012, Vance Brothers Inc.** shall be awarded as follows:

Secondary Supplier:	Unit Price/Gallon	
	<u>Delivered</u>	<u>Picked-Up</u>
EA-90P	\$2.84	\$2.74

Demurrage Charge: \$70.00/hour

- 2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**VANCE BROTHERS, INC.**  
 by [Signature]  
 title Vice President

**BOONE COUNTY, MISSOURI**  
 by: Boone County Commission  
[Signature]  
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:  
[Signature]  
 County Counselor

ATTEST:  
[Signature]  
 Wendy S. Noren, County Clerk

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

Signature [Signature] Date 8/21/12 2040 / 26400 - Term & Supply  
No Encumbrance Required  
 Appropriation Account



**CONTRACT AMENDMENT NUMBER FOUR  
PURCHASE AGREEMENT FOR  
BITUMINOUS MATERIAL - TERM AND SUPPLY**

The Agreement **MM58** dated March 15, 2011, made by and between Boone County, Missouri and **Coastal Energy Corporation** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Due to proposed pricing increases for the next renewal term, the primary and secondary suppliers of MM58 have changed for some of the line items. For the period **July 1, 2012 through September 30, 2012**, **Coastal Energy Corporation** shall be awarded as follows:

Primary Supplier:	Unit Price/Gallon	
	<u>Delivered</u>	<u>Picked-Up</u>
PEP	\$3.20	\$3.20
AEP	\$2.15	\$2.10


Secondary Supplier:	Unit Price/Gallon	
	<u>Delivered</u>	<u>Picked-Up</u>
CRS-2:	\$2.15	\$2.15
MC-3000:	\$3.16	\$3.12
SS-1	\$2.16	\$2.10
CRS-2P:	\$2.62	\$2.57
MC-800:	\$3.33	\$2.27
MC-30	\$3.42	\$3.34
EA90	\$2.36	\$2.36

Demurrage Charge: \$73.03 / hour


2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.


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

**COASTAL ENERGY CORPORATION**

by   
title Asphalt Rep

**BOONE COUNTY, MISSOURI**

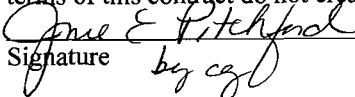
by: Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:  
  
County Counselor

ATTEST:  
  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) 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.) 2040 / 26400 / Term & Supply

 by cgj  
Signature Date 8/21/12 No Encumbrance Required  
Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 28<sup>th</sup> day of August 20 12

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request by Missouri Soybean Association to revise a permit for an Agri-business oriented to the agricultural community on 98.36 acres located at 5601 S Rangeline Rd., Columbia, subject to the following condtions:

- Farm implement sales & service will not be conducted on this property.
- Construction will be limited to the 2 structures shown on the application and further development of the property related to the agribusiness lab/office use will require revision of the conditional use permit.
- The construction of the proposed structure will be done in full compliance with the requirements of Boone County Resource Management, the Boone County Fire Protection District, & the Columbia/Boone County Health Department.
- Any exterior lighting on the project shall be oriented inward and downward so that no light leaves the property.
- The existing wall pack lights shall be shielded so that no light leaves the property.
- The issuance of a building permit is contingent upon the installation of the shields over the existing wall pack lights reducing the light emission to a level acceptable to staff.

Done this 28<sup>th</sup> day of August 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

## **CUP – Agribusiness – Missouri Soybean Association**

The minutes for the Planning and Zoning Commission meeting of August 16, 2012 along with the Boone County Zoning Regulations and Subdivision Regulations are entered into the record of this meeting.

The subject property is located on Rangeline Road, approximately 3 ½ miles east of the city limits of Columbia. The subject property is approximately 98 acres in size and is zoned A-1(Agriculture) and is surrounded by A-1 zoning. In addition to the subject tract, the applicants own an adjacent 92 acres to the northwest. This is all original 1973 zoning. The Boone County Master Plan identifies this area as being suitable for rural residential and agricultural land uses.

The applicant is requesting a revision to their conditional use permit to operate an agribusiness oriented to and exclusively serving the agricultural community. In August of 2011, materials submitted to Boone County Resource Management indicated that the applicant desired to construct a building for use as an office and lab on their agricultural property. The applicants have done so and are now seeking to expand their operation with the construction of an additional building. As a facility and use which is exclusively serving the agricultural community, the activities described by the applicant allow them to apply for this conditional use permit.

The following criteria are the standards for approval of a conditional use permit, followed by staff analysis of how this application may meet those standards. Staff analysis of the request is based upon the application and public comments received following notification of the surrounding property owners.

(a) The establishment, maintenance or operation of a conditional use permit will not be detrimental to or endanger the public health, safety, comfort or general welfare.

If operated in conformance with existing local regulations, this use should not be detrimental to or endanger the public health, safety, comfort, or general welfare.

(b) The conditional use permit will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted by these regulations.

The application materials describe the structure desired, a 6250 square foot building. The remainder of the subject property is being used for agricultural purposes on the majority of its acreage. That is consistent with the activity on the surrounding properties, which are being used for agricultural and rural residential land uses, with agriculture being most common. The neighborhood notification brought forward a complaint that exterior lighting on this property was not being properly focused inward and downward so as not to leave the site. This situation needs resolution in order for this criterion to be met. The applicant's testimony, along with that of the public, may be indicative as to whether this criterion is met beyond the complaint voiced.

(c) The conditional use permit will not substantially diminish or impair property values of existing properties in the neighborhood.

If operated in conformance with existing county regulations, the use should comply with this criterion. Public testimony may be indicative as to whether this criterion is met.

(d) All necessary facilities will be available, including, but not limited to, utilities, roads, road access, and drainage.

Water service will need to be expanded by the extension of a water main from existing Public Water Service District #9 infrastructure. Road access is off of Rangeline Road, an asphalt-surfaced, county-maintained, public right of way. Wastewater treatment is through a compliant on-site submerged flow wetland system.

(e) The establishment of a conditional use permit will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the zoning district.

The establishment of this conditional use permit will not impede the normal and orderly development and improvement of surrounding properties. The limitations of the existing road and utility infrastructure will restrict development far more than approval of this conditional use permit.

(f) The establishment of a conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public streets. This will include the provision of points of access to the subject property.

Access to this site is off of Rangeline Road, a publicly dedicated, county-maintained road. The use is not expected to be a major traffic generator, and any increased traffic should not overload existing public streets. The applicant's testimony, along with that of the public, may be indicative as to whether this criterion is met.

(g) The conditional use permit shall in all other respects conform to the applicable regulations of the zoning district in which it is located. The County Commission shall find that there is a public necessity for the conditional use permit.

The proposal conforms to other applicable regulations of the A-1 zoning district.

Zoning analysis: The use requested in the previous application has been reviewed and considered appropriate for an agribusiness. The return of this request to the Planning & Zoning Commission in exactly twelve months indicates the limitations of this use were set properly. This conditional use permit meets a technical analysis of the criteria identified in the Boone County Zoning Ordinance for approval.

Staff recommended approval of the request with the following conditions:

- 1) Farm implement sales & service will not be conducted on this property.
- 2) Construction will be limited to the structures shown on the application and further development of the property related to the agribusiness lab/office use will require revision of the conditional use permit.
- 3) The construction of the proposed structure will be done in full compliance with the requirements of Boone County Resource Management, the Boone County Fire Protection District, and the Columbia/Boone County Health Department.

The Planning & Zoning Commission conducted a public hearing on this request during their August 16, 2012 regular meeting. There were six members of the commission present during this hearing.

Following the public hearing, a motion was made to recommend approval of the request with the following conditions:

- Farm implement sales & service will not be conducted on this property.
- Construction will be limited to the 2 structures shown on the application and further development of the property related to the agribusiness lab/office use will require revision of the conditional use permit.
- The construction of the proposed structure will be done in full compliance with the requirements of Boone County Resource Management, the Boone County Fire Protection District, & the Columbia/Boone County Health Department.
- Any exterior lighting on the project shall be oriented inward and downward so that no light leaves the property.
- The existing wall pack lights shall be shielded so that no light leaves the property.
- The issuance of a building permit is contingent upon the installation of the shields over the existing wall pack lights reducing the light emission to a level acceptable to staff.

That motion carried and so the application comes forward with a recommendation for approval.

---

415 -2012

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 28<sup>th</sup> day of August 20 12

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request by the Paul Devert Morefield and Barbara Ruth Morefield Trust to rezone from A-1 (Agriculture) to A-2 (Agriculture) on 4.26 acres, more or less, located at 4715 E Clellie Harmon Rd., Ashland.

Done this 28<sup>th</sup> day of August 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Skip Elkin

Skip Elkin  
District II Commissioner

## **Morefield Rezoning – A-1 to A-2**

The subject property is approximately 1/3 of a mile to the north of Ashland, on Clellie Harmon Road and Pearman Road. The subject tract is approximately 4.26 acres of a 45.43 acre tract, separated by Clellie Harmon Road. The subject tract is zoned A-1(Agriculture), and has A-1 zoning to the east and north, and A-2(Agriculture) zoning to the south and west. The applicant is seeking the rezoning for purposes of executing a family transfer. The property has been used for agricultural purposes in the past. The subject tract has been separated from the bulk of the parent tract by Clellie Harmon Road, which also serves as the dividing line between A-1 & A-2 zoning.

The Boone County Master Plan designates this area as being suitable for agricultural and rural residential land uses. The Master Plan also identifies a “sufficiency of resources test” to be used in determining whether there are sufficient resources available to support the proposed uses.

The sufficiency of resources test can be broken up into three categories: utilities, transportation, and public safety.

Utilities: The subject property is located in Consolidated Public Water Service District #1, Boone Electric Cooperative service area, and the Southern Boone County Fire Protection District. Residential land uses can be served by available utilities.

Transportation: The subject tract has direct access on to Clellie Harmon Road & Pearman Road, county-maintained public rights-of-way.

Public Safety: The subject tract is located in the Southern Boone County Fire Protection District, whose nearest station is located in the city of Ashland, approximately 1/3 of a mile to the south.

Zoning Analysis: This rezoning would allow for the proper development of the 45 acre tract. With Clellie Harmon Road dividing the subject tract from the parent tract, rezoning to allow for legal subdivision of the property is appropriate.

The property scored 63 points on the rating system.

Staff recommended approval of the request.

The Planning & Zoning Commission conducted a public hearing on this request during their August 16, 2012 regular meeting. There were seven members of the commission present during this hearing.

Following the public hearing, a motion was made to recommend approval of the request.

That motion carried and so the application comes forward with a recommendation for approval.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 28<sup>th</sup> day of August 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Karen Kay Furlong Heritage Trust to accept a Final Development Plan for Furlong Acres Planned Development prepared on 22.7 acres, more or less, located at 20635 and 20803 N Tucker School Rd., Sturgeon.

Done this 28<sup>th</sup> day of August 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 28<sup>th</sup> day of August 20 12

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

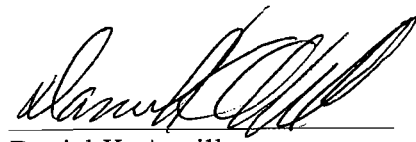
Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the presiding commissioner to sign them:

1. Pace. S3-T50N-R13W. A-2. Teresa Larkin, owner. Steven R. Proctor, surveyor.
2. Furlong Acres. S17-T51N-R12W. A-1P. Karen Kay Furlong Heritage Trust, owner. Brian David Dollar, Surveyor.

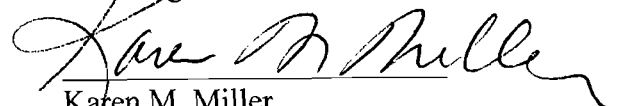
Done this 28<sup>th</sup> day of August 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 28<sup>th</sup> day of August 20 12

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 amendment to reallocate prior years funds for the Village of Hartsburg:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2049	84200	PW – Administration	Other Contracts		50,000.00

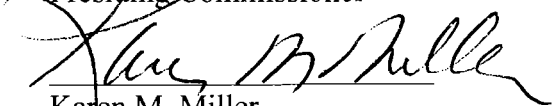
Done this 28<sup>th</sup> day of August, 2012.

ATTEST:

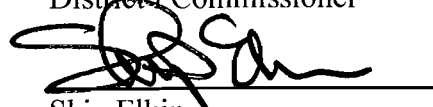
Wendy S. Noren  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT RECEIVED

8/3/12  
EFFECTIVE DATE

AUG - 6 2012

FOR AUDITORS USE

BOONE COUNTY AUDITOR

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

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2049	84200	PW-Administration	Other Contracts		50,000
-					<u>50,000</u>

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):


This is a reallocation of prior years funds made available by closing PO #'s 2001-185, 2002-273, 2003-264, 2004-127 & 2009-62; funds that were granted for projects that were not completed. This is for the Village of Hartsburg which is still an application entity in the Sales Tax Distribution group, amount derived from contract.

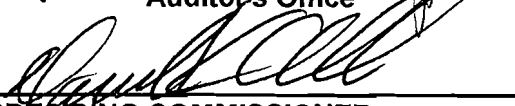
  
Requesting Official

-----  
TO BE COMPLETED BY AUDITOR'S OFFICE

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

*Agenda*

  
\_\_\_\_\_  
Auditor's Office

  
\_\_\_\_\_  
PRESIDING COMMISSIONER

  
\_\_\_\_\_  
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.

# Caryn Ginter - Re: Commission Agenda

**From:** Kelle Westcott  
**To:** Caryn Ginter  
**Date:** 8/8/2012 9:17 AM  
**Subject:** Re: Commission Agenda  
**CC:** Derin Campbell; Stan Shawver

Good Morning Caryn,

The request said \$70,000+/- and the attached contract was for \$41,120 plus patching @ \$35/SqYd but no definite amount of patching. The \$8,880 allowed with the \$50,000 number seemed like a reasonable amount of money for patching based on 16,000 SqYd of work, and assuming this agreement would be written like the one for Hallsville where we cut the check as soon as we have a fully executed agreement.

Thanks,  
Kelle

Kelle Westcott  
Administrative Assistant  
573-886-4480

>>> Caryn Ginter 8/8/2012 9:09 AM >>>

Hi Kelle,  
How was the \$50,000 arrived at for the Budget Amendment? The amount on the outstanding POs is \$77,927.25 and the requested amount on the application is \$70,000.

Thanks,  
Caryn

>>> Kelle Westcott 8/7/2012 8:24 AM >>>

Just a heads up that you will soon see the attached budget amendment for the Hartsburg reallocation on the commission agenda

Kelle Westcott  
Administrative Assistant  
573-886-4480

*Closed out PO's*

	125,400+000
	13,000+000
	11,252+000
	20,700+000
	17,500+000
005	
	77,927+250
<i>New Contract Amt</i>	41,120+000
002	8,880+000
	50,000+000

ENCUMBRANCE - PURCHASE ORDER  
 BOONE COUNTY, MISSOURI  
 GOVERNMENT CENTER  
 801 E. WALNUT  
 COLUMBIA MO 65201

2001-000185

DATE: 4/25/2001

RECEIVED

AUG - 6 2012

BOONE COUNTY AUDITOR

VENDOR NUMBER: CITY OF HARTSBURG  
 204 PO BOX 170  
 HALLSVILLE, MO 65255-0170

DELIVER TO: PW-DESIGN & CONSTRUCTION      SPECIAL INSTRUCTIONS:  
 2049 NATALIE MEIGHAN  
 5551 HIGHWAY 63 SOUTH  
 COLUMBIA, MO 65201-0000  
 (573)-449-8515

BILL TO: PW-DESIGN & CONSTRUCTION  
 2049 NATALIE MEIGHAN  
 5551 HIGHWAY 63 SOUTH  
 COLUMBIA, MO 65201-0000  
 (573)-449-8515

<u>QTY</u>	<u>DESCRIPTION</u>	<u>LOT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	2001 REVENUE SHARING		25,000.0000	\$ 25,000.00
	2049 PW-ADMINISTRATION			
	71450 REVENUE SHARING			
<u>TOTAL AMOUNT:</u>				\$ 25,000.00

5/2/2001	Please pay and leave open.	\$	6,250.00
3/6/2003	Please pay and leave open.	\$	6,255.00

8/3/2012 Please CLOSE PO with no further payment. Entity has submitted a reallocation request for chip seal on selected streets.

Spent	Remaining
\$ 12,505.00	\$ 12,495.00

\*\*PAYMENT AUTHORIZED BY :  \*\*

\*\* DEPARTMENT COPY - ATTACH INVOICE(S) AND RETURN TO AUDITOR'S OFFICE FOR PAYMENT \*\*  
 AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY INSTITUTION

ENCUMBRANCE - PURCHASE ORDER  
 BOONE COUNTY, MISSOURI  
 GOVERNMENT CENTER  
 801 E. WALNUT  
 COLUMBIA MO 65201

RECEIVED

AUG - 6 2012

2002-000273

DATE: 7/23/2002

BOONE COUNTY AUDITOR

VENDOR NUMBER: CITY OF HARTSBURG  
 204 PO BOX 170  
 HALLSVILLE, MO 65255-0170

DELIVER TO: PW-DESIGN & CONSTRUCTION      SPECIAL INSTRUCTIONS:  
 2049 NATALIE MEIGHAN  
 5551 HIGHWAY 63 SOUTH  
 COLUMBIA, MO 65201-0000  
 (573)-449-8515

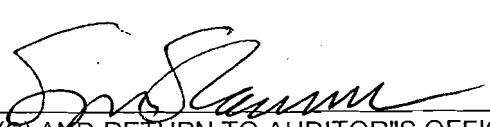
BILL TO: PW-DESIGN & CONSTRUCTION  
 2049 NATALIE MEIGHAN  
 5551 HIGHWAY 63 SOUTH  
 COLUMBIA, MO 65201-0000  
 (573)-449-8515

<u>QTY</u>	<u>DESCRIPTION</u>	<u>LOT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	2002 REVENUE SHARING		22,000.0000	\$ 22,000.00
	2049 PW-ADMINISTRATION			
	71450 REVENUE SHARING			
			<u>TOTAL AMOUNT:</u>	\$ 22,000.00

7/24/2002      Please pay and leave open.      \$      5,500.00

8/3/2012      Please CLOSE PO with no further payment. Entity has submitted  
 a reallocation request for chip seal on selected streets.

Spent	Remaining
\$ 5,500.00	\$ 16,500.00

\*\*PAYMENT AUTHORIZED BY :  \*\*  
 \*\* DEPARTMENT COPY - ATTACH INVOICE(S) AND RETURN TO AUDITOR'S OFFICE FOR PAYMENT \*\*  
 AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY INSTITUTION

ENCUMBRANCE - PURCHASE ORDER  
 BOONE COUNTY, MISSOURI  
 GOVERNMENT CENTER  
 801 E. WALNUT  
 COLUMBIA MO 65201

RECEIVED

AUG - 6 2012

2003-000264

DATE: 6/5/2003

BOONE COUNTY AUDITOR

VENDOR NUMBER: CITY OF HARTSBURG  
 204 PO BOX 170  
 HALLSVILLE, MO 65255-0170

DELIVER TO: PW-DESIGN & CONSTRUCTION      SPECIAL INSTRUCTIONS:  
 2049 NATALIE MEIGHAN  
 5551 HIGHWAY 63 SOUTH  
 COLUMBIA, MO 65201-0000  
 (573)-449-8515

BILL TO: PW-DESIGN & CONSTRUCTION  
 2049 NATALIE MEIGHAN  
 5551 HIGHWAY 63 SOUTH  
 COLUMBIA, MO 65201-0000  
 (573)-449-8515

<u>QTY</u>	<u>DESCRIPTION</u>	<u>LOT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	2003 REVENUE SHARING		20,000.0000	\$ 20,000.00
	2049 PW-ADMINISTRATION			
	71450 REVENUE SHARING			
<u>TOTAL AMOUNT:</u>				\$ 20,000.00
10/9/2003	Please pay and leave open.	\$	5,532.75	
12/22/2003	Please pay and leave open.	\$	1,235.00	
1/11/2007	Please pay and leave open.	\$	2,000.00	

**2006**

8/3/2012 Please CLOSE PO with no further payment. Entity has submitted a reallocation request for chip seal on selected streets.

Spent	Remaining
\$ 8,767.75	\$ 11,232.25

\*\*PAYMENT AUTHORIZED BY:  \*\*

\*\* DEPARTMENT COPY - ATTACH INVOICE(S) AND RETURN TO AUDITOR'S OFFICE FOR PAYMENT \*\*  
 AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY INSTITUTION

ENCUMBRANCE - PURCHASE ORDER  
 BOONE COUNTY, MISSOURI  
 GOVERNMENT CENTER  
 801 E. WALNUT  
 COLUMBIA MO 65201

RECEIVED

AUG - 6 2012

2004-000127

DATE: 3/16/2004

BOONE COUNTY AUDITOR

VENDOR NUMBER: CITY OF HARTSBURG  
 204 PO BOX 170  
 HALLSVILLE, MO 65255-0170


DELIVER TO: PW-DESIGN & CONSTRUCTION      SPECIAL INSTRUCTIONS:  
 2049 NATALIE MEIGHAN  
 5551 HIGHWAY 63 SOUTH  
 COLUMBIA, MO 65201-0000  
 (573)-449-8515

BILL TO: PW-DESIGN & CONSTRUCTION  
 2049 NATALIE MEIGHAN  
 5551 HIGHWAY 63 SOUTH  
 COLUMBIA, MO 65201-0000  
 (573)-449-8515

<u>QTY</u>	<u>DESCRIPTION</u>	<u>LOT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	2004 REVENUE SHARING		20,700.0000	\$ 20,700.00
	2049 PW-ADMINISTRATION			
	71450 REVENUE SHARING			
<u>TOTAL AMOUNT:</u>				\$ 20,700.00

8/3/2012 Please CLOSE PO with no further payment. Entity has submitted a reallocation request for chip seal on selected streets.

Spent	Remaining
\$ -	\$ 20,700.00

\*\*PAYMENT AUTHORIZED BY:  \*\*  
 \*\* DEPARTMENT COPY - ATTACH INVOICE(S) AND RETURN TO AUDITOR'S OFFICE FOR PAYMENT \*\*  
 AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY INSTITUTION



ENCUMBRANCE - PURCHASE ORDER  
 BOONE COUNTY, MISSOURI  
 GOVERNMENT CENTER  
 801 E. WALNUT  
 COLUMBIA MO 65201

2009-000062

DATE: 2/17/2009

RECEIVED

AUG - 6 2012

BOONE COUNTY AUDITOR

VENDOR NUMBER: CITY OF HARTSBURG  
 204 PO BOX 37  
 HARTSBURG, MO 65039-

DELIVER TO: PW-DESIGN & CONSTRUCTION      SPECIAL INSTRUCTIONS:  
 2049 MARY SCHOOLEY  
 5551 HIGHWAY 63 SOUTH  
 COLUMBIA, MO 65201-0000  
 (573)-449-8515

BILL TO: PW-DESIGN & CONSTRUCTION  
 2049 MARY SCHOOLEY  
 5551 HIGHWAY 63 SOUTH  
 COLUMBIA, MO 65201-0000  
 (573)-449-8515

<u>QTY</u>	<u>DESCRIPTION</u>	<u>LOT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	2009 REVENUE SHARING	FY09	17,000.0000	\$ 17,000.00
	2049 PW-ADMINISTRATION			
	71450 REVENUE SHARING			
			<u>TOTAL AMOUNT:</u>	\$ 17,000.00

8/3/2012 Please CLOSE PO with no further payment. Entity has submitted a reallocation request for chip seal on selected streets.

Spent	Remaining
\$ -	\$ 17,000.00

\*\*PAYMENT AUTHORIZED BY :  \*\*

\*\* DEPARTMENT COPY - ATTACH INVOICE(S) AND RETURN TO AUDITOR'S OFFICE FOR PAYMENT \*\*  
 AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY INSTITUTION

## Fund Statement - Road & Bridge Fund 204 and 208 Coml

	<u>2011</u>	<u>2012</u>
	<u>Actual</u>	<u>Budget w/ adjustments</u>
<b>REVENUES:</b>		
Property Taxes	\$ 1,293,422	\$ 1,253,000
Assessments	-	-
Sales Taxes	12,524,018	12,645,000
Franchise Taxes	-	-
Licenses and Permits	10,742	5,000
Intergovernmental	1,334,926	1,797,174
Charges for Services	284,230	963,332
Fines and Forfeitures	-	-
Interest	61,967	45,780
Hospital Lease	-	-
Other	3,700	1,000
<b>Total Revenues</b>	<b>15,513,005</b>	<b>16,710,286</b>
<b>EXPENDITURES:</b>		
Personal Services	3,605,745	3,813,441
Materials & Supplies	1,965,268	2,737,338
Dues Travel & Training	18,030	36,102
Utilities	85,985	93,882
Vehicle Expense	697,837	860,503
Equip & Bldg Maintenance	313,005	246,185
Contractual Services	7,087,108	11,971,752
Debt Service (Principal and Interest)	-	-
Emergency	-	350,000
Other	(211,481)	826,237
Fixed Asset Additions	1,110,274	1,385,330
<b>Total Expenditures</b>	<b>14,671,771</b>	<b>22,320,770</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>841,234</b>	<b>(5,610,484)</b>
<b>OTHER FINANCING SOURCES (USES):</b>		
Transfer In	-	-
Transfer Out	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	6,939	377,800
Proceeds of Long-Term Debt	-	-
Retirement of Long-Term Debt	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>6,939</b>	<b>377,800</b>
<b>REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)</b>	<b>848,173</b>	<b>(5,232,684)</b>
<b>FUND BALANCE (GAAP), beginning of year</b>	<b>9,086,003</b>	<b>10,740,116</b>
Less encumbrances, beginning of year	(1,421,438)	(2,227,378)
Add encumbrances, end of year	2,227,378	924,084
<b>FUND BALANCE (GAAP), end of year</b>	<b>\$ 10,740,116</b>	<b>\$ 4,204,137</b>
<b>FUND BALANCE RESERVES AND DESIGNATIONS, end of year</b>		
Reserved:		
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-
Debt Service/Restricted Assets	-	-
Prior Year Encumbrances	2,227,378	924,084
Designated:		
Capital Project and Other	2,989,000	-
<b>Total Fund Balance Reserves and Designations, end of year</b>	<b>5,216,378</b>	<b>924,084</b>
<b>FUND BALANCE, end of year</b>	<b>10,740,116</b>	<b>4,204,137</b>
<b>FUND BALANCE RESERVES/DESIGNATIONS, end of year</b>	<b>(5,216,378)</b>	<b>(924,084)</b>
<b>UNRESERVED/UNDESIGNATED FUND BALANCE, end of year</b>	<b>\$ 5,523,738</b>	<b>\$ 3,280,054</b>
<b>Percent of expenditures</b>	<b>37.65%</b>	<b>14.70%</b>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 28<sup>th</sup> day of August 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the Stormwater Erosion and Sediment Control Security Agreement between the Robert M. Lemone Marital Trust and Boone County, Missouri. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 28<sup>th</sup> day of August, 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

## Stormwater Erosion and Sediment Control Security Agreement

Date: 8-17-12

Developer/Owner Name: ROBERT M. LEMONE MARITAL TRUST  
Address: P.O. BOX 799, COLUMBIA, MO 65201

Development: Plat Meyer Industrial Drive Extension

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Public Works Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8, in Chapter 28 of the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Meyer Industrial Drive Extension. The SWPPP and ESC was prepared by Allstate Consultants on June 19, 2012.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 30<sup>th</sup> day of July, 2013, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$38,235, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Cash deposit with County Treasurer
- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri;
- Certificate of Deposit issued by FDIC insured bank for a term of xx months.
- Corporate surety bond issued to Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Certificate of Deposit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to July 30, 2013, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Certificate of Deposit can be released to Developer. If no written proof has been provided to the financial institution issuing the Certificate of Deposit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on July 30, 2013, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Certificate of Deposit to the account then-designated by the Boone County Treasurer. If the total sum of the Certificate of Deposit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: Patricia R. Coriden, SVP

Printed Name: PATRICIA R. CORIDEN

Title: SENIOR VICE PRESIDENT

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

Stan Shawver  
Stan Shawver, Director Resource Management

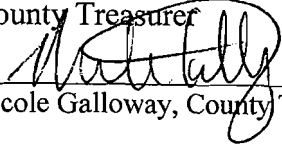
County Commission:

Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

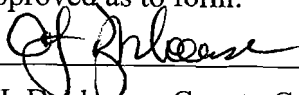
Attest:

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

County Treasurer

  
\_\_\_\_\_  
Nicole Galloway, County Treasurer

Approved as to form:

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

Investment Management and Trust

Account NO.	Account Name	Date
1610000416	LEMONE R MARTAL	08/16/2012
Description		AMOUNT \$*****38,235.00
***MEYER INDUSTRIAL ROAD PROJECT; EROSION CONTROL DEPOSIT; LEMONE 202		

PLEASE DETACH BEFORE DEPOSITING CHECK



CENTRAL TRUST & INVESTMENT COMPANY  
 P. O. Box 779  
 Jefferson City, Missouri 65102

Central Bank  
 Jefferson City, MO

11-35  
 1210

No. 211522

PAY Thirty - Eight Thousand Two Hundred Thirty -  
 Five DOLLARS AND NO CENTS

VOID AFTER 180 DAYS

DATE	AMOUNT
08/16/2012	\$*****38,235.00

TO THE ORDER OF BOONE COUNTY

AUTHORIZED SIGNATURE

*Steen M. Lewis*

Notice to Customer: The Bank's obligation to honor this check is subject to the same conditions associated with a check drawn on a customer's account, including the right to stop payment by the drawer bank.

\*\*MEYER INDUSTRIAL ROAD PROJECT;  
 EROSION CONTROL DEPOSIT- LEMONE  
 211522

0885006341 1031309



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 28<sup>th</sup> day of August 20 12

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


Now on this day the County Commission of the County of Boone does hereby appoint/ reappoint the following:

Name	Board	Period
Paul Prevo	Building Code of Appeals	Effective: 8/28/2012 Expires: 8/28/2017
Paul Prevo	Board of Parks	Effective: 8/28/2012 Expires: 8/28/2016

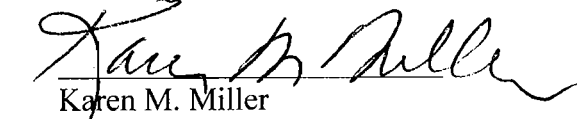
Done this 28<sup>th</sup> day of August, 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

Dan Atwill, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone County Building Code & Appeals Term: \_\_\_\_\_

Current Township: Rocky Fork Today's Date: 8/21/12

Name: Paul Preno

Home Address: 15451 N Tucker School Rd Zip Code: 65255

Business Address: 1609 Paris Rd Suite 101 Zip Code: 65201

Home Phone: 573-881-3961

Work Phone: 573-441-0919

Fax: 866 510 5914

E-mail: marketreadyreality@gmail.com

Qualifications: Skip told me to just send in notice that I would like to be re-appointed to this board as well as the B.C. Parks and Rec board. He said a full re-application was unnecessary and to refer to previous applications and my current service on the boards.

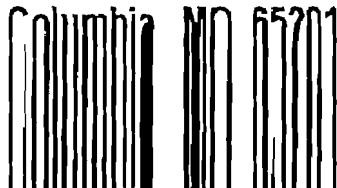
Past Community Service: \_\_\_\_\_ Thanks, Paul

References: \_\_\_\_\_

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant  
Signature

Return Application Boone County Commission Office  
To: Boone County Government Center  
801 East Walnut, Room 245



RECEIVED

AUG 22 2012

BOONE COUNTY CLERK

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the

28<sup>th</sup>

day of

August

20

12

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Wednesday, August 29, 2012, at 9:00 a.m. The meeting will be held at the Boone County Fire Protection District, as authorized by 610.021 (2) RSMo. to discuss the leasing, purchase or sale of real estate by a public government body where public knowledge of the transaction might adversely affect the legal consideration therefore.

Done this 28<sup>th</sup> day of August, 2012.



ATTEST:

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

Daniel K. Atwill  
Presiding Commissioner

Absent

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 28<sup>th</sup> day of August 20 12


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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Wednesday, August 29, 2012, at 1:30 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

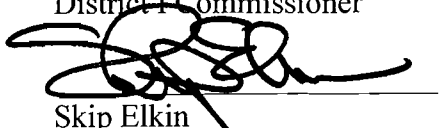
Done this 28<sup>th</sup> day of August, 2012.

ATTEST:

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

  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner