

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the 25th day of June 20 19

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 437 E. Clearview Drive, parcel #11-619-24-01-086.00 01.

Done this 25th day of June 2019.

ATTEST:

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

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	June Session
437 E. Clearview Drive	)	April Adjourned
Columbia, MO	)	Term 2019
	)	Commission Order No. <u>252-2019</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 25<sup>th</sup> day of June 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash, rubbish, garbage, discarded furniture and other refuse on the premises.
4. The location of the public nuisance is as follows: 437 E. Clearview Drive, Clearview Subdivision, Plat 2, Lot 30, a/k/a parcel# 11-619-24-01-086.00 01, Section 24, Township 49, Range 13 as shown in deed book 1419 page 0438, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage, discarded furniture and other refuse in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 14<sup>th</sup> day of May to the property owner and the 15<sup>th</sup> day of May to the lien holder.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public

nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

Photographs taken 6/10/19 @ ~ 3:40 pm  
437 E. Clearview Drive





Stephen and Margaret C. Riegert/Commerce Bank NA  
437 E. Clearview Drive  
Health Department nuisance notice - timeline

- 5/9/19: citizen complaint received
- 5/10/19: initial inspection conducted
- 5/13/19: notice of violation notices sent to owner and lien holder, return receipt requested
- 5/14/19: owner notice claimed
- 5/15/19: lien holder notice claimed
- 6/10/19: reinspection conducted – violation not abated - photographs taken at ~ 3:40 pm
- 6/13/19: hearing notice sent



## HEARING NOTICE

Stephen and Margaret C. Riegert  
PO Box 1901  
Lake Ozark, MO 65049

An inspection of the property you own located at 437 E. Clearview Drive (parcel # 11-619-24-01-086.00 01) was conducted on May 10, 2019 and revealed junk, trash, rubbish, garbage, discarded furniture and other refuse on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, June 25, 2019 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

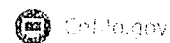
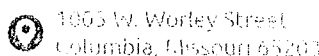
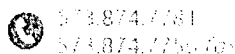
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

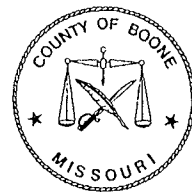
Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 13<sup>th</sup> day of

June 2019 by BUR





## HEARING NOTICE

Commerce Bank NA  
2000 Bernadette  
Columbia, MO 65203

An inspection of the property you hold a lien on located at 437 E. Clearview Drive (parcel # 11-619-24-01-086.00 01) was conducted on May 10, 2019 and revealed junk, trash, rubbish, garbage, discarded furniture and other refuse on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

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Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 13<sup>th</sup> day of

June 2019 by DUR



573.874.7781  
573.874.7756 fax

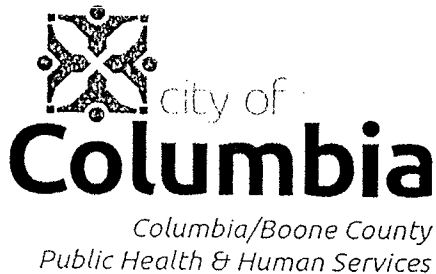


1005 W Worley Street  
Columbia, Missouri 65203



Columbia.gov





## NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Stephen and Margaret C. Riegert  
PO Box 1901  
Lake Ozark, MO 65049

An inspection of the property you own located at 437 E. Clearview Drive (parcel # 11-619-24-01-086.00 01) was conducted on May 10, 2019 and revealed junk, trash, rubbish, garbage, discarded furniture and other refuse on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 13<sup>th</sup> day of

May 2019 by DLR

573.874.7781  
 573.874.7756 fax

1005 W. Worley Street  
Columbia, Missouri 65203

CoMo.gov

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7016 0910 0001 2245 8527

**OFFICIAL USE**

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Extra Services & Fees (check box, add fee as appropriate)

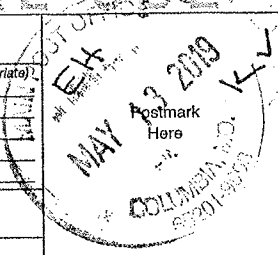
Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_



Postage \$ \_\_\_\_\_

Total Postage and Fees \$ **6.80**

Sent To Stephen & Margaret C. Rieger

Street and Apt. No., or PO Box No. PO Box 1901

City, State, ZIP+4® Lake Ozark mo 65049

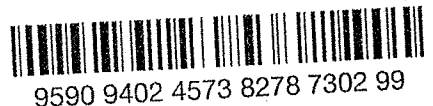
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Stephen & Margaret C. Rieger  
PO Box 1901  
Lake Ozark, mo  
65049



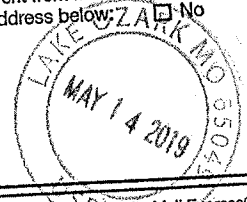
2. Article Number (Transfer from service label)  
 7016 0910 0001 2245 8527

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature [Signature]  Agent  Addressee

B. Received by (Printed Name) \_\_\_\_\_ C. Date of Delivery \_\_\_\_\_

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below: LAKE OZARK MO 65049



3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

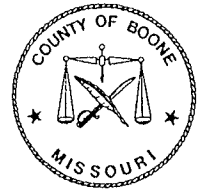
Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery



Columbia/Boone County  
Public Health & Human Services



## NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Commerce Bank NA  
2000 Bernadette  
Columbia, MO 65203

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This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

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Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 13<sup>th</sup> day of

May 2019 by DUR



573.874.7781  
573.874.7756 fax



1005 W. Worley Street  
Columbia, Missouri 65203



CoMo.gov

*Our vision: Columbia is the best place for everyone to live, work, learn and play.*



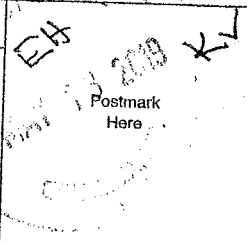
7016 0910 0001 2245 8534

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<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$



Postage	
\$	
Total Postage and Fees	\$ 6.80

Sent To	
Commerce Bank NA	
Street and Apt. No., or PO Box No.	
2000 Bernadette	
City, State, ZIP+4®	
Columbia MO 65203	

PS Form 3800, April 2015 PSN 7530-02-000-8047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Commerce Bank NA  
2000 Bernadette  
Columbia, MO  
65203



9590 9402 4573 8278 7303 05

2. Article Number (Transfer from service label)

116 0910 0001 2245 8534

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature		<input checked="" type="checkbox"/> Agent
X <u>Donna Ellison</u>		<input type="checkbox"/> Addressee
B. Received by (Printed Name)		C. Date of Delivery
<u>Donna Ellison</u>		<u>5-15-19</u>
D. Is delivery address different from item 1? <input type="checkbox"/> Yes		<input type="checkbox"/> No
If YES, enter delivery address below:		

3. Service Type	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt



Kristine Vellema <kris.vellema@como.gov>

---

**(no subject)**

1 message

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**Kristine Vellema** <Kris.Vellema@como.gov>  
To: Kala W <Michala.Wekenborg@como.gov>

Thu, May 9, 2019 at 4:45 PM

I assume this will be mine:

Linda - 397-4789

430 Clearview - tall grass

440 Clearview - junk in yard

435 Clearview - white couch in driveway

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CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: kris.vellema@como.gov or by calling 573-874-7346.

**Kristine N. Vellema**  
**Environmental Public Health Specialist**  
**Columbia/Boone County Department of Public Health**  
**1005 W. Worley Street**  
**Columbia, MO 65203**  
**(573) 874-7346**  
**(573) 817-6407 FAX**





Boone County, Missouri

GENERAL WARRANTY DEED  
(CORPORATION)

438

Unofficial Document

THIS DEED, Made and entered into this 21st day of May, 1998, by and between

FIRST MORTGAGE INVESTMENT CO.,

a corporation, organized and existing under the laws of the State of KANSAS with its principal office in the County of Johnson, State of ~~KANSAS~~ party of the first part, and  
Kansas

STEPHEN RIEGERT and MARGARET C. RIEGERT, husband and wife

929 College Park Dr., Columbia mo 65203  
of the County of Boone State of Missouri party or parties of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Boone and State of Missouri, to-wit:

437 E. CLEARVIEW, COLUMBIA, MO 65202

Lot Thirty (30) of CLEARVIEW SUBDIVISION PLAT TWO (2) as shown by plat recorded in Plat Book 10, Page 93, Boone County Records.

Subject to building lines, conditions, restrictions, easements and zoning regulations of record if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party of the first part hereby covenanting that it and its successors, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1998 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its Executive Vice President, and its corporate seal to be hereunto affixed.

FIRST MORTGAGE INVESTMENT CO.

BY J.C. Vessell  
J.C. Vessell

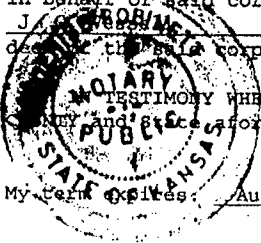


STATE OF ~~MISSOURI~~ KANSAS }  
County of ~~Boone~~ Johnson } ss. On this 21st, day of MAY, 1998,

before me appeared J. C. Vessell, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of FIRST MORTGAGE INVESTMENT CO. a corporation of the State of KANSAS, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said J. C. Vessell, acknowledged said instrument to be the free act and deed of the said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Comm. Expires August 1, 2001



Denise Robinett  
Denise Robinett  
Notary Public

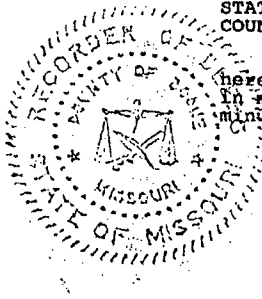
Seal

# Boone County, Missouri

439

68

## Unofficial Document



STATE OF MISSOURI )  
COUNTY OF BOONE ) SS.

Document No. 14341

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 1st day of June, 1998 at 9 o'clock and 37:30 minutes AM and is truly recorded in Book 1419 Page 438.

Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS

by Nora Dietzel deputy  
Nora Dietzel

Nora Dietzel, Recorder of Deeds

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the 25th day of June 20 19

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 6012 N. Kent Drive A + B, parcel #12-415-20-01-073.00 01.

Done this 25th day of June 2019.

ATTEST:

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

*[Signature]*  
Daniel K. Atwill  
Presiding Commissioner  
*[Signature]*  
Fred J. Parry  
District I Commissioner  
*[Signature]*  
Janet M. Thompson  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	June Session
6012 N. Kent Drive A+B	)	April Adjourned
Columbia, MO	)	Term 2019
	)	Commission Order No <u>253-2019</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 25<sup>th</sup> day of June 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 6012 N. Kent Drive A+B, Gregory Heights Subdivision, Addition #3, Replat #1, Lot 74, a/k/a parcel# 12-415-20-01-073.00 01, Section 20, Township 49, Range 12 as shown in deed book 4252 page 0125, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 25<sup>th</sup> day of May to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public

nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
Presiding Commissioner

ATTEST:

  
Boone County Clerk

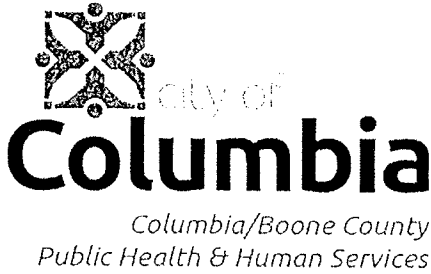
Photographs taken 6/12/19 @ ~ 11:15 am  
6012 N. Kent Drive A+B



Youssef Saab and Mirna Chedrawy  
6012 N. Kent Drive  
Health Department nuisance notice - timeline

- 5/21/19: citizen complaint received
- 5/22/19: initial inspection conducted
- 5/23/19: notice of violation notices sent to owner, return receipt requested
- 5/25/19: owner notice claimed
- 6/12/19: reinspection conducted – violation not abated - photographs taken at ~ 11:15 am
- 6/13/19: hearing notice sent





## HEARING NOTICE

Youssef Saab and Mirna Chedrawy  
PO Box 1691  
Columbia, MO 65205

An inspection of the property you own located at 6012 N. Kent Drive A+B (parcel # 12-415-20-01-073.00 01) was conducted on May 22, 2019 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that the a hearing will be held before the County Commission on Tuesday, June 25, 2019 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

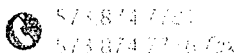
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 13<sup>th</sup> day of

June 2019 by DUR



573.874.7721  
573.874.7726 fax

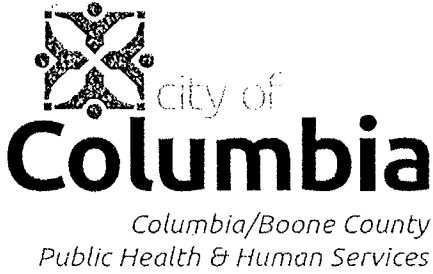


1005 W. Worley Street  
Columbia, Missouri 65201



ColMo.gov





# NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Youssef Saab and Mirna Chedrawy  
PO Box 1691  
Columbia, MO 65205

An inspection of the property you own located at 6012 N. Kent Drive A+B (parcel # 12-415-20-01-073.00 01) was conducted on May 22, 2019 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 23<sup>rd</sup> day of

May 2019 by DJR



573.874.7781  
573.874.7756 fax



1005 W. Worley Street  
Columbia, Missouri 65203



ColMo.gov



**U.S. Postal Service™**  
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*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

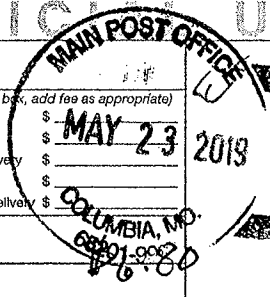
Certified Mail Fee \$  
 Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$

Postage \$  
 Total Postage and Fees \$

Sent To  
 Youssef Saab + Mirna Chedrawy  
 Street and Apt. No., or PO Box No.  
 PO Box 1691  
 City, State, ZIP+4®  
 Columbia, MO 65205

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 0910 0001 2245 8732



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Youssef Saab +  
 Mirna Chedrawy  
 PO Box 1691  
 Columbia, MO  
 65205

2. Article Number (Transfer from service label)  
 016 0910 0001 2245 8732



9590 9402 4573 8278 7306 26

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Agent  
 Addressee

B. Received by (Printed Name)  
 Youssef Saab

C. Date of Delivery  
 5/28

D. Is delivery address different from item 1?  
 If YES, enter delivery address below:

3. Service Type  
 Adult Signature  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
 Insured Mail  
 Insured Mail Restricted Delivery (over \$500)  
 Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Return Receipt for Merchandise  
 Signature Confirmation™  
 Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt



Kristine Vellema &lt;kris.vellema@como.gov&gt;

---

**Fwd: County Nusiance**

1 message

**Kala Tomka** <Michala.Wekenborg@como.gov>

Tue, May 21, 2019 at 9:30 AM

To: Kristine Vellema &lt;kris.vellema@como.gov&gt;

for you

----- Forwarded message -----

From: **Donna Rivers** <Donna.Rivers@como.gov>

Date: Tue, May 21, 2019 at 9:26 AM

Subject: County Nusiance

To: Kala Wekenborg-Tomka &lt;Michala.Wekenborg@como.gov&gt;

Dalynne Holly called in a complaint of high grass at 6012 N Kent Drive.

Donna Rivers  
Senior Administrative Support Assistant  
Environmental Health  
Columbia/Boone County  
Department of Public Health and Human Services  
1005 W Worley, Columbia MO 65203  
573-874-7346

A handwritten note in cursive script that reads "920 weeds".

--  
Kala W. Tomka, MHA  
Environmental Public Health Supervisor  
Columbia/Boone County Public Health and Human Services  
573.874.7346 www.gocolumbiamo.com

**My e-mail address has changed to: michala.wekenborg@como.gov Thank you!**

## CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: michala.wekenborg@como.gov or by calling 5738747346.



# Boone County, Missouri



Recorded in Boone County, Missouri

Unofficial Document

Date and Time: 12/16/2013 at 03:10:42 PM

Instrument #: 2013030267 Book: 4252 Page: 125

Grantor: BROWN, ROBERT E

Grantee: SAAB, YOUSSEF

Instrument Type: WD

Recording Fee: \$27.00 S

No. of Pages: 2

*Bettie Johnson*

Bettie Johnson, Recorder of Deeds



Boone-Central Title Company  
File No. 1307760

## Missouri General Warranty Deed

This Indenture, Made on 16th day of December, 2013, by and between

Robert E. Brown and Mary J. Brown, husband and wife,  
as GRANTOR, and

Youssef Saab and Mirna Chedrawy, husband and wife,

as GRANTEE, whose mailing address is:

PO Box 1491  
Columbia, MO. 65205

Property Address: 6012 N. Kent Drive A&B, Columbia, MO 65202

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and assigns, the following described lots, tracts and parcels of land situated in the County of Boone and State of Missouri, to wit:

**LOT SEVENTY-FOUR (74) OF GREGORY HEIGHTS SUBDIVISION ADDITION NO. 3 REPLAT NO. 1 AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 10, PAGE 37, RECORDS OF BOONE COUNTY, MISSOURI.**

Subject to easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under

Nora Dietzel, Recorder of Deeds



254-2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

25th

day of

June

20 19

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 2753 W. Mill Creek Terrace, parcel #16-800-34-02-001.00 01.

Done this 25th day of June 2019.

ATTEST:

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

Daniel K. Atwill  
Presiding Commissioner

Fred J. Parry  
District I Commissioner

Janet M. Thompson  
District II Commissioner



**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	June Session
2753 W. Mill Creek	)	April Adjourned
Terrace	)	Term 2019
Columbia, MO	)	Commission Order No. <u>254-2019</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 25<sup>th</sup> day of June 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash, rubbish, garbage and other refuse and growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 2753 W. Mill Creek Terrace, Mill Creek Terrace Subdivision, Lot 1, a/k/a parcel# 16-800-34-02-001.00 01, Section 34, Township 48, Range 13 as shown in deed book 0707 page 0619, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage and other refuse in violation of section 6.5 of the Code and growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 18<sup>th</sup> day of May to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public

nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

Photographs taken 6/11/19 @ ~ 11:00 am  
2753 W. Mill Creek Terrace

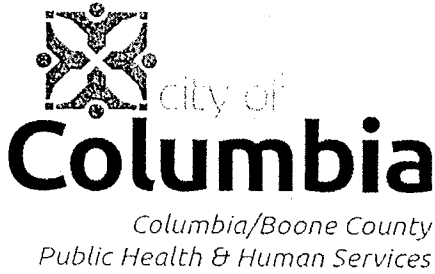






Stephen L. and Linda O'Keefe  
2753 W. Mill Creek Terrace  
Health Department nuisance notice - timeline

- 5/13/19: citizen complaint received
- 5/13/19: initial inspection conducted
- 5/15/19: notice of violation notices sent to owner, return receipt requested
- 5/18/19: owner notice claimed
- 6/11/19: reinspection conducted – violation not abated - photographs taken at ~ 11:00 am
- 6/13/19: hearing notice sent



# HEARING NOTICE

Stephen L. and Linda O'Keefe  
2753 W. Mill Creek Terrace  
Columbia, MO 65203-9400

An inspection of the property you own located at 2753 W. Mill Creek Terrace (parcel # 16-800-34-02-001.00 01) was conducted on May 13, 2019 and revealed junk, trash, rubbish, garbage and other refuse and growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.7.

You are herewith notified that the a hearing will be held before the County Commission on Tuesday, June 25, 2019 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

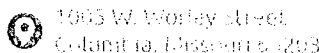
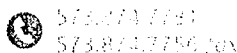
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

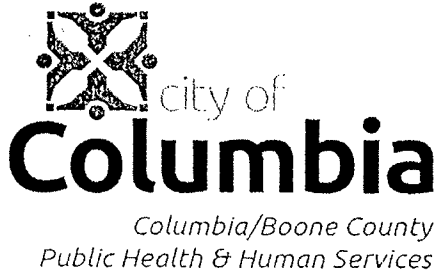
Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 13<sup>th</sup> day of

June 2019 by DUR





## NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Stephen L. and Linda O'Keefe  
2753 W. Mill Creek Terrace  
Columbia, MO 65202-9400

An inspection of the property you own located at 2753 W. Mill Creek Terrace (parcel # 16-800-34-02-001.00 01) was conducted on May 13, 2019 and revealed junk, trash, rubbish, garbage and other refuse on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

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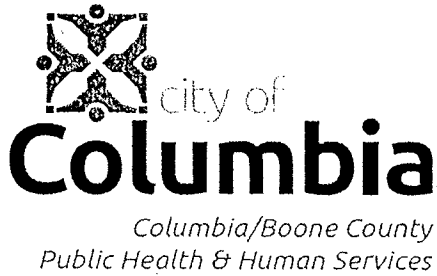
Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 15<sup>th</sup> day of

May 2019 by DUN





## NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Stephen L. and Linda O'Keefe  
2753 W. Mill Creek Terrace  
Columbia, MO 65202-9400

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Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 15<sup>th</sup> day of

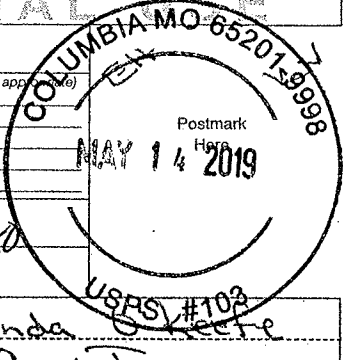
May 2019 by DUR

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 Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$



Postage \$  
 Total Postage and Fees \$6.80

Sent To  
 Street and Apt. No., or PO Box No.  
 City, State, ZIP+4®  
 Stephen L + Linda O'Keefe  
 2753 W Mill Creek Terrace  
 Columbia MO 65202-9400

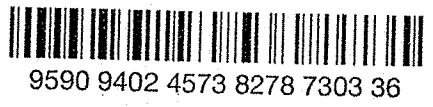
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 0910 0001 2245 8565

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Stephen L + Linda O'Keefe  
 2753 W Mill Creek Terrace  
 Columbia, MO  
 65202-9400



2. Article Number (Transfer from service label)

7016 0910 0001 2245 8565

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Agent  
 Addressee

B. Received by (Printed Name)  
 C. Date of Delivery  
 518

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Insured Mail
  - Insured Mail Restricted Delivery (over \$500)
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

Domestic Return Receipt



Kristine Vellema <kris.vellema@como.gov>

2753 Mill Creek Terrace

1 message

Kala Tomka <Michala.Wekenborg@como.gov>  
To: Kristine Vellema <kris.vellema@como.gov>

Mon, May 13, 2019 at 11:02 AM

Scott received a complaint about Linda O'Keefe's property on Mill Creek Terrace from a realtor who has a house listed in the area - she stated while she had an open house there were racoons getting lunch out of a dumpster on the property.

Can you go check it out and call the realtor back with inspection results? Denise Payne is the realtor - you can reach her at 5739991583

Also since she left the VM on Scott's phone he asked that you email him once you have made contact with the realtor

Thanks

--  
Kala W. Tomka, MHA  
Environmental Public Health Supervisor  
Columbia/Boone County Public Health and Human Services  
573.874.7346 www.gocolumbiamo.com

*My e-mail address has changed to: michala.wekenborg@como.gov Thank you!*

*5/10: weeds, trash (junk)*

CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: michala.wekenborg@como.gov or by calling 5738747346.



# Boone County, Missouri

Filed for record on January 3 1989 at 1:27 o'clock P.M. in Boone Co. Mo.  
Document No. 351 recorded in Book 707 page 619 Bettie Johnson, Recorder of Deeds

## Unofficial Document CORPORATION GENERAL WARRANTY DEED 619

This is a legally binding contract. If not understood, seek competent advice.

THIS INSTRUMENT made this 30 day of November 1988 by and between \_\_\_\_\_

WULFF BROTHERS CONSTRUCTION CO.  
a corporation of the State of Missouri, Party of the First Part, Grantor, and  
STEPHEN L. O'KEEFE and LINDA O'KEEFE, Husband and Wife,

Party or Parties of the Second Part, of the County of H. BOONE State of MISSOURI  
Grantor's Mailing Address: 7753 E. Millisseeek Columbia MO 65201

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of One Dollar and other valuable consideration paid by the Party or Parties of the Second Part, the receipt whereof is hereby acknowledged, and by virtue and in pursuance of a resolution of the Board of Directors of said Party of the First Part, a corporation, does by these presents GRANT, BARGAIN AND SELL, CONFIRM AND CONFIRM unto the said Party or Parties of the Second Part, their heirs and assigns, the following described real estate, situated in the County of BOONE State of Missouri, to wit:

Lot One (1) of MILL CREEK TERRACE as shown by the plat recorded in Plat Book 21, Page 43, Records of Boone County, Missouri.

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD the same, with all and singular the rights, privileges, appurtenances and amenities thereto belonging, or in any wise appertaining, unto the said Party or Parties of the Second Part and their heirs and assigns, FOREVER, and the said Party of the First Part hereby covenants that it is lawfully seized of an indefeasible estate in fee simple in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances whatsoever done or suffered by it or those under whom it claims; that it will make and execute such other and further assurances and do such other acts and things as may be necessary for perfecting the title and confirming the premises hereby granted; and that it will warrant and defend the title to said premises unto the said Party or Parties of the Second Part and their heirs and assigns, against the lawful claims of all persons whatsoever, excepting, however, the general taxes for the year 1989 special assessments becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed by its \_\_\_\_\_ President, attested by its \_\_\_\_\_ Secretary, and its corporate seal hereto affixed, the day and year first above written.

WULFF BROTHERS CONSTRUCTION CO.



\_\_\_\_\_  
a corporation  
By William J. Wulff  
President  
Attest: Al H. Wulff  
Secretary

STATE OF MISSOURI  
COUNTY OF BOONE

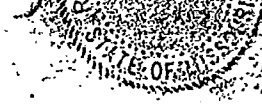
On this 29th day of December 1988  
before me appeared WILLIAM J. WULFF  
to me personally known, who, being by me duly sworn (or affirmed) did say that he is the \_\_\_\_\_  
President of the Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the  
corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by  
authority of its Board of Directors, and said \_\_\_\_\_ President acknowledged said instrument  
to be free act and deed of said corporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid,  
the day and year first above written. My term expires the 15 day of February  
1992  
Linda Arens  
Notary Signature  
LINDA ARENS 2/15/92  
Print or Type name of Notary Public

STATE OF MISSOURI  
COUNTY OF BOONE

I, the undersigned Recorder of Deeds for said County and State do hereby certify  
that the foregoing instrument of writing was filed for record in my office on the 3 day of January 1989  
at \_\_\_\_\_ o'clock and \_\_\_\_\_ minutes \_\_\_\_\_ M. and is truly recorded in Book 707 Page 619



Bettie Johnson  
Recorder of Deeds  
Karen Wartman  
Deputy

# Nora Dietzel, Recorder of Deeds

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 19

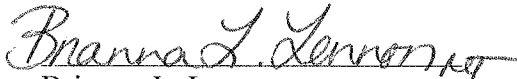
In the County Commission of said county, on the 25th day of June 20 19

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

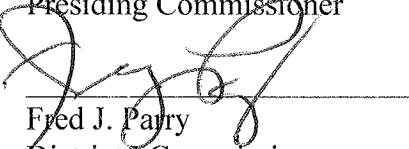
Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 4312-4314 Bethany Drive, parcel #16-712-29-02-042.00 01.


Done this 25th day of June 2019.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	June Session
4312-4314 Bethany Drive	)	April Adjourned
Columbia, MO 65203	)	Term 2019
	)	Commission Order No. <u>255-2019</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 25<sup>th</sup> day of June 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: Growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 4312-4314 Bethany Drive, Columbia, MO, a/k/a parcel# 16-712-29-02-042.00 01, Bellview Acres, Block 2, Lot 24, Section 29, Township 48, Range 13 as shown by deed book 4620 page 0079, Boone County.
5. The specific violation of the Code is: Growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 25<sup>th</sup> day of May 2019, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk



Clear Creek Investments

4312-4314 W. Bethany Dr.

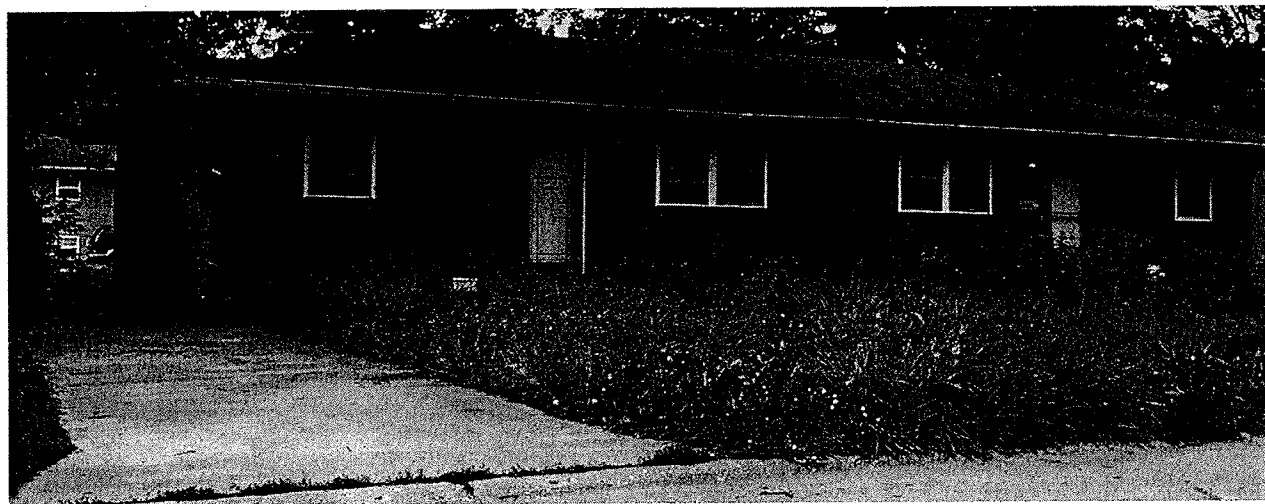
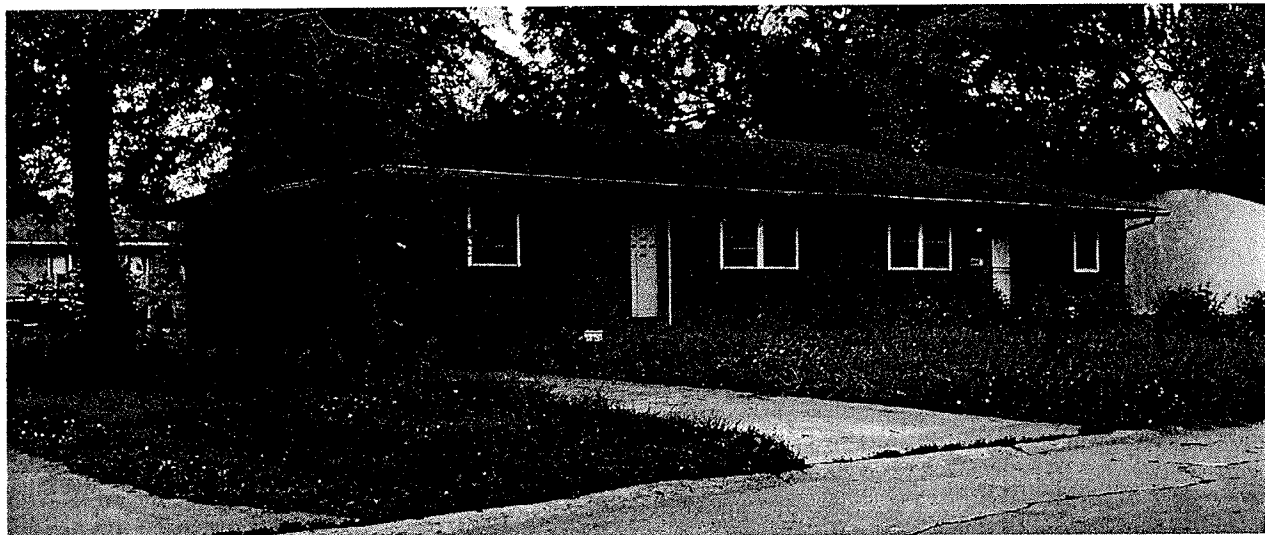
Health Department nuisance notice – timeline

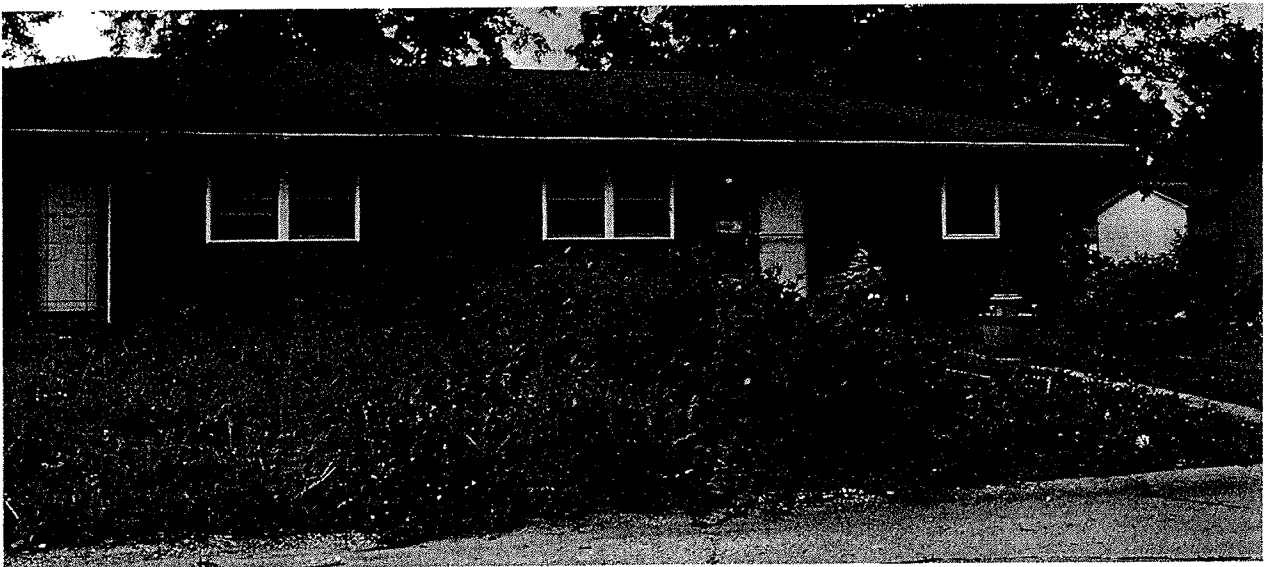
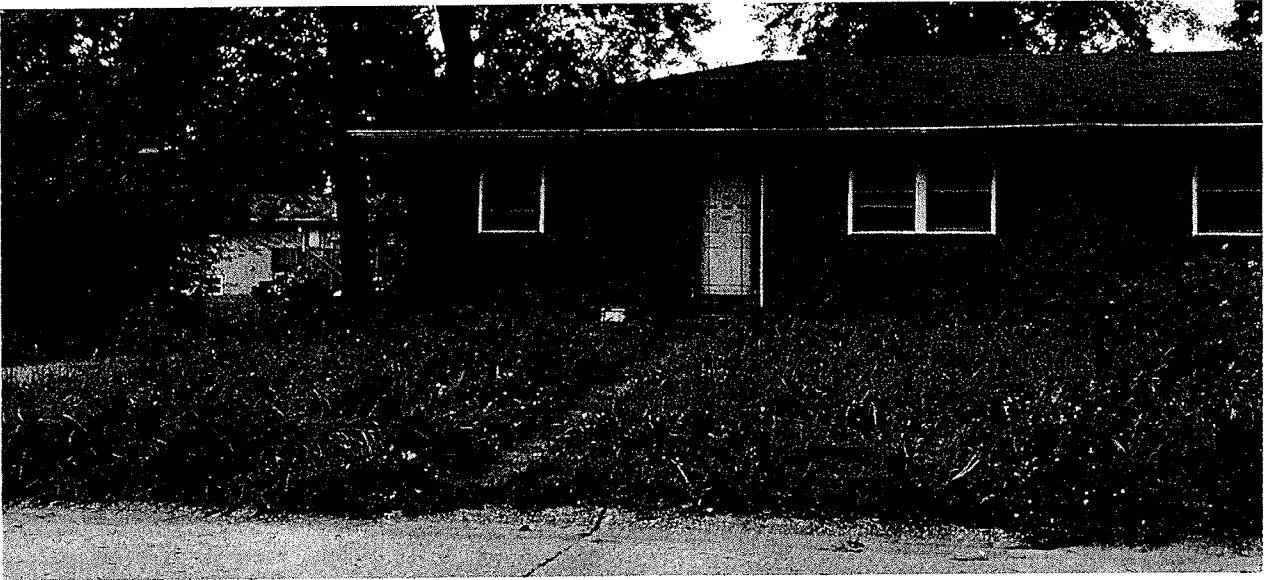
- 5/22/19: Citizen complaint received
- 5/22/19: Initial inspection conducted
- 5/25/19: Notice of violation sent to owner, return receipt requested
- 5/25/19: Owner notice received
- 6/5/19: Reinspection conducted – violation not abated
- 6/10/19: Hearing notice sent
- 6/24/19: Reinspection conducted – violation not abated – photographs at ~ 9:10 a.m.

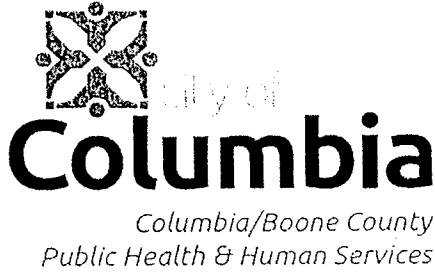
Photographs taken 6/24/19 @ ~ 9:10 am

4312-4314 Bethany Drive

Growth of weeds in excess of twelve inches high on the premises







## HEARING NOTICE

CLEAR CREEK INVESTMENTS  
126 CEDAR FALLS CT  
COLUMBIA, MO 65203

An inspection of the property you own located at 4312-4314 Bethany Drive (parcel # 16-712-29-02-042.00 01) was conducted on June 5, 2019 and revealed a growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that the a hearing will be held before the County Commission on June, 25, 2019 at 9:30 am in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Garth Baker  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 11<sup>th</sup> day of

June 2019 by BUR



573.874.7781  
573.874.7756 fax



100 W. Worley Street  
Columbia, Missouri 65203



col.mo.gov





# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI

HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH

## NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

CLEAR CREEK INVESTMENTS  
126 CEDAR FALLS CT  
COLUMBIA, MO 65203

An inspection of the property you own located W 4312-4314 BETHANY DR (parcel # 16-712-29-02-042.00 01) was conducted on May 22, 2019 and revealed a growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Garth Baker  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 23<sup>rd</sup> day of May 2019 by DW.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407  
www.GoColumbiaMo.com

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Clear Creek Investments  
126 Cedar Falls Ct  
Columbia, mo  
65203



9590 9402 4573 8278 7305 65

Article Number (Transfer from service label)

6 0910 0001 2245 8794

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *David Boyd*  Agent  
 Addressee

B. Received by (Printed Name)

*David Boyd*

C. Date of Delivery

*5-23-19*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only**

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

Certified Mail Fee

\$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ \_\_\_\_\_
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

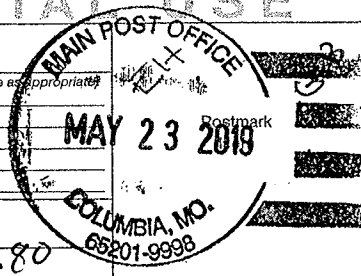
Postage

\$ \_\_\_\_\_

Total Postage and Fees \$6.80

\$ \_\_\_\_\_

Sent To *Clear Creek Investments*  
 Street and Apt. No., or PO Box No. *126 Cedar Falls Ct*  
 City, State, ZIP+4® *Columbia mo 65203*



PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

# Boone County, Missouri

Unofficial Document



Recorded in Boone County, Missouri

Date and Time: 07/12/2016 at 09:45:10 AM

Instrument #: 2016014695 Book: 4620 Page: 79

Instrument Type: WD

Recording Fee: \$27.00 S

No. of Pages: 2



Boone-Central Title Company

File No. 1616209

## Missouri General Warranty Deed

This Indenture, Made on 11th day of July, 2016, by and between

**Karen S. Walters and Culver John Walters Jr., wife and husband,**  
as GRANTOR, and

**Clear Creek Investments L.L.C., a Missouri limited liability company,**

as GRANTEE, whose mailing address is: **126 Cedar Falls Ct.**  
**Columbia, MO 65203**

Property Address: **4312-4314 W Bethany Dr., Columbia, MO 65203**

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and assigns, the following described lots, tracts and parcels of land situated in the County of **Boone** and State of **Missouri**, to wit:

**Lot Twenty-four (24) of Bellview Acres Block Number Two (2), a subdivision located in Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 10, Page 141, Records of Boone County, Missouri.**

Subject to easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this Deed requires.

Nora Dietzel, Recorder of Deeds





# Tom Schauwecker Assessor

Parcel 16-712-29-02-042.00 01

Property Location W 4312-4314 BETHANY DR

City \_\_\_\_\_ Road COMMON ROAD DISTRICT (CO) School COLUMBIA (C1)  
 Library COL BC LIBRARY (L4) Fire BOONE COUNTY (F1)

Owner CLEAR CREEK INVESTMENTS LLC

Subdivision Plat Book/Page 0010 0141

Address 126 CEDAR FALLS CT

Section/Township/Range 29 48 13

Care Of \_\_\_\_\_

Legal Description BELLVIEW ACRES BLK 2  
LOT 24

City, State, Zip COLUMBIA, MO 65203

Lot Size 90.00 x 120.00

Irregular Shape \_\_\_\_\_

Deeded Acreage .00

Calculated Acreage .00

Deed Book/Page 4620 0079 4565 0044 1185 0662

**CURRENT APPRAISED**

Type	Total
RESIDENTIAL	86,940
<b>Totals</b>	<b>86,940</b>

**CURRENT ASSESSED**

Type	Total
RESIDENTIAL	16,518
<b>Totals</b>	<b>16,518</b>

**RESIDENCE DESCRIPTION**

Year Built	1970 (ESTIMATE)	
Use	DUPLEX (102)	
Basement	FULL (4)	Attic NONE (1)
Bedrooms	4	Main Area 1,624
Full Bath	2	Finished Basement Area 1,200
Half Bath	2	
<b>Total Rooms</b>	<b>10</b>	<b>Total Square Feet 2,824</b>

**Boone County Assessor**801 E. Walnut St., Rm 143  
Columbia, MO 65201-7733[assessor@boonecountymmo.org](mailto:assessor@boonecountymmo.org)

Office (573) 886-4251

Fax (573) 886-4254

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 19

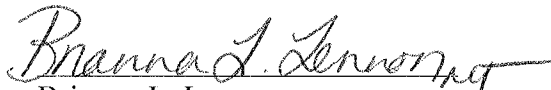
In the County Commission of said county, on the 25th day of June 20 19


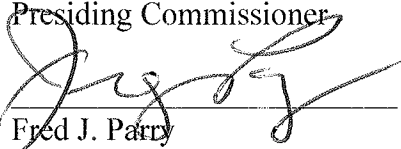
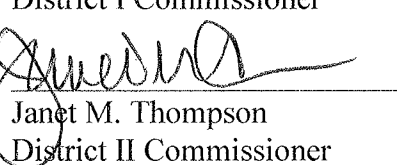
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 760 N East Park Lane, parcel #17-316-12-01-004.00 01.

Done this 25th day of June 2019.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Fred J. Parry  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	June Session
760 N East Park Ln	)	April Adjourned
Columbia, MO 65201	)	Term 2019
	)	Commission Order No <u>256-2019</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 25<sup>th</sup> day of June 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, rubbish and garbage on the premises.
4. The location of the public nuisance is as follows: 760 N East Park Ln, Columbia, MO, a/k/a parcel# 17-316-12-01-004.00 01, Sunrise Estates Subdivision, Lot 66 & 65 Extension, Section 12, Township 48, Range 12 as shown by deed book 0443 page 0042, Boone County
5. The specific violation of the Code is: trash, rubbish and garbage in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 30<sup>th</sup> day of April 2019, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

Orville E. & Janet S. Primm

760 N. East Park Ln.

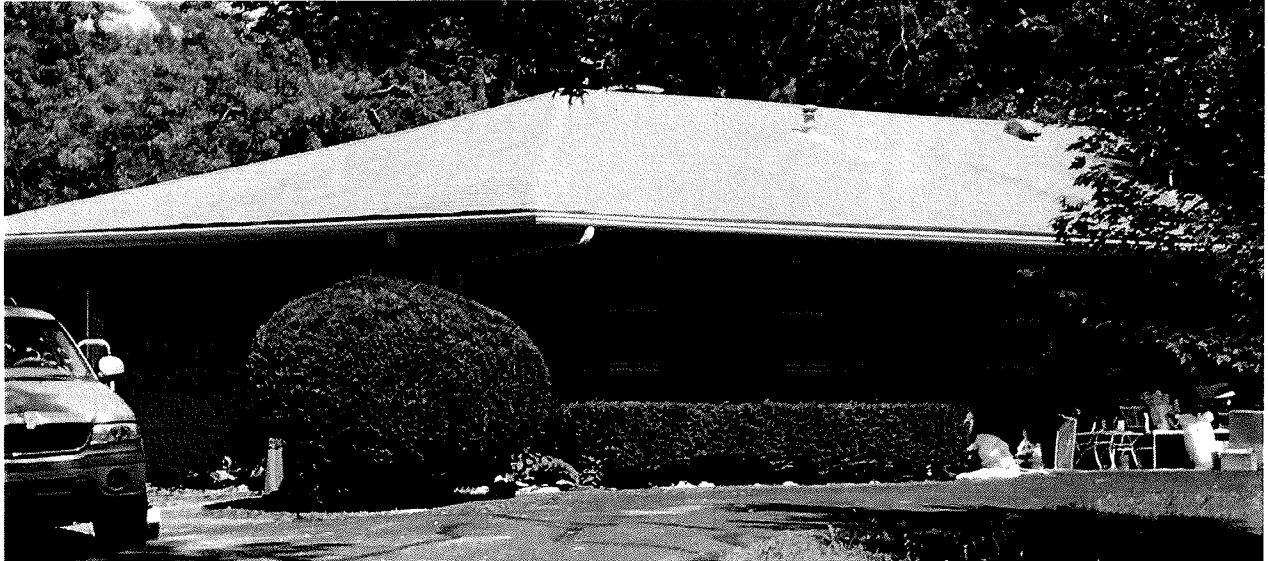
Health Department nuisance notice – timeline

- 4/11/19: Citizen complaint received
- 4/15/19: Initial inspection conducted
- 4/15/19: Notice of violation sent to owner, return receipt requested
- 4/30/19: Notice of violation posted in local newspaper
- 6/5/19: Reinspection conducted – violation not abated
- 6/6/19: Hearing notice sent
- 6/20/19: Reinspection conducted – violation not abated – photographs at ~ 4:00 p.m.

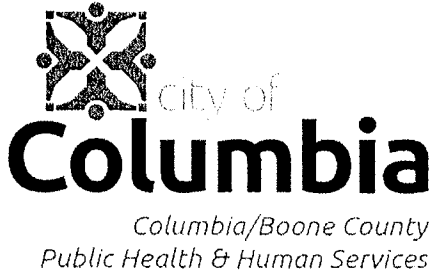
Photographs taken 6/20/19 @ ~ 4:00 p.m.

760 N. East Park Ln.

Trash, rubbish and garbage on the premises







## HEARING NOTICE

PRIMM JANET S  
760 N EAST PARK LN  
COLUMBIA, MO 65201-7015

An inspection of the property you own located at 760 N East Park Ln (parcel # 17-316-12-01-004.00 01) was conducted on June 5, 2019 and revealed trash, rubbish and garbage on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that the a hearing will be held before the County Commission on June, 25, 2019 at 9:30 am in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

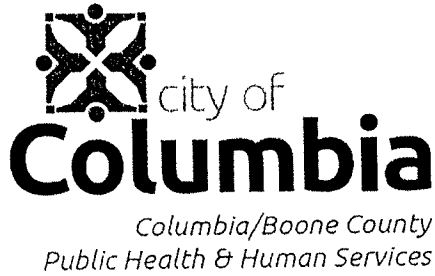
Sincerely,

Garth Baker  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 7<sup>th</sup> day of

June 2019 by





## NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

PRIMM JANET S  
760 E PARK LN  
COLUMBIA, MO 65201-7015

An inspection of the property you own located at own located at 760 N East Park Ln (parcel # 17-316-12-01-004.00 01) was conducted on April 15, 2019 and revealed trash, rubbish and garbage on the premises.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Garth Baker  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 15<sup>th</sup> day of April 2019 by DUR.



573.874.7781  
573.874.7756 fax



1005 W. Worley Street  
Columbia, Missouri 65203



CoMo.gov

*Our vision: Columbia is the best place for everyone to live, work, learn and play.*



**PUBLIC NUISANCE  
AND ORDER OF ABATEMENT**

MM JANET S  
10 E PARK LN  
COLUMBIA, MO 65201-7015

In accordance with section 402 RSMo and section 10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described property is hereby declared to contain the following described public nuisance which is hereby ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, and the cost thereof to be the subject of a special tax bill levied against the property subject to abatement.

**Property Description:** Lot 65 Sunrise Estates Subdivision, 1/4 a 760 N East Park Lane as shown by deed book 0443 page 12

**Character of Nuisance:** Trash, rubbish and garbage on the premises.

The above named persons are hereby notified that if they fail to abate such nuisance within the time specified in this notice, an appeal of this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone County Department of Public Health, 105 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication: April 30, 2019

Shanie Browning, Director,  
Columbia/Boone County  
Department of Public Health

**EXPIRATION DATE:** April 30, 2019



# Boone County, Missouri

## Unofficial Document

### Warranty Deed

Filed for record on May 20 1977 at 4:16 o'clock P. M. in Boone County, Mo.  
Document No. 5418 recorded in Book 443 page 42. BETTY SAUNDERS, Recorder of Deeds.

THIS DEED, Made and entered into this 20th day of May A.D. One Thousand Nine Hundred and Seventy Seven, by and between LARRY K. GRAHAM and KONNIE K. GRAHAM, husband and wife,  
of Boone County, State of Missouri party or parties of the first part, and  
ORVILLE E. PRIMM and JANET S. PRIMM, husband and wife,  
(Grantee's mailing address is:) 65 East Park Lane  
Columbia, Missouri 65201

of Boone County, State of Missouri party or parties of the second part:  
WITNESSETH, That the said party or parties of the First Part, for and in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said party or parties of the Second Part, the following described real estate situated in the County of Boone, in the State of Missouri to-wit:

All of Lot Sixty-Five (65) of the Replat of Tracts 62, 63, 64, 65, 66 and 67 of a Replat of SUNRISE ESTATES SUBDIVISION according to the Plat thereof recorded in Plat Book 9, Page 27, EXCEPT that part included within the South 7 feet of Tract 65 as shown by plat recorded in Plat Book 7, Page 46, all of the Boone County Records; AND a small triangular part of Tract 66 of a Replat of Tracts 62, 63, 64, 65, 66 and 67 of a Replat of SUNRISE ESTATES SUBDIVISION according to Plat Book 9, Page 27 as shown by Survey recorded in Book 388, Page 636, all of the Boone County Records.

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said party or parties of the Second Part, and to their heirs and assigns forever; the said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors, and administrators of such party or parties shall and will warrant and defend the title to the premises unto the said party or parties of the Second Part, and to their heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever,  
Subject to taxes for 1977 and thereafter.

IN WITNESS WHEREOF, the said party or parties of the First Part has or have hereunto set their hand or hands the day and year first above written.

WITNESS

Larry K. Graham  
LARRY K. GRAHAM  
Konnie K. Graham  
KONNIE K. GRAHAM

STATE OF MISSOURI }  
Boone } ss. On this 20th day of May, 1977

County of }  
before me personally appeared }  
and }  
LARRY K. GRAHAM  
KONNIE K. GRAHAM, husband and wife,

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri the day and year first above written  
My term expires May 10, 1977

(SEAL) JANE M. SADLER Notary Public

STATE OF MISSOURI }  
County of Boone } ss. IN THE RECORDER'S OFFICE

I, Recorder of said county, do hereby certify that the within instrument of writing was, at 4 o'clock 16 minutes P. M. of the 20 day of May, A.D. 1977, duly filed for record in this office, and has been recorded in Book 443, Page 42.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year aforesaid

(SEAL) Betty Saunders Recorder



257 -2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the 25th day of June 20 19

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance at a vacant lot on S Ponderosa Street, parcel #17-803-33-02-005.00 01.

Done this 25th day of June 2019.

ATTEST:

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

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	June Session
Vacant Lot on S Ponderosa Street	)	April Adjourned
Columbia, MO 65201	)	Term 2019
	)	Commission Order No. <u>257-2019</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 25<sup>th</sup> day of June 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: Growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: Vacant lot on S Ponderosa St, Columbia, MO, a/k/a parcel# 17-803-33-02-005.00 01, Tower Estates, Plat 7, Lot 4, Section 33, Township 48, Range 12 as shown by deed book 4640 page 0118, Boone County.
5. The specific violation of the Code is: Growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 25<sup>th</sup> day of May 2019, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk



NAT Properties LLC.

Vacant Lots on S. Ponderosa St.

Health Department nuisance notice – timeline

- 5/21/19: Citizen complaint received
- 5/22/19: Initial inspection conducted
- 5/23/19: Notice of violation sent to owner, return receipt requested
- 5/25/19: Owner notice received
- 6/5/19: Reinspection conducted – violation not abated
- 6/10/19: Hearing notice sent
- 6/20/19: Reinspection conducted – violation not abated – photographs at ~ 4:30 p.m.

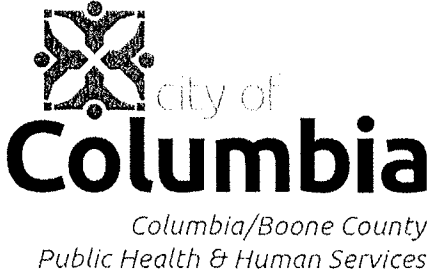
Photographs taken 6/20/19 @ ~ 4:30 p.m.

Vacant Lot off of S. Ponderosa Street

Weeds in excess of twelve inches high on the premises







# HEARING NOTICE

NAT PROPERTIES LLC  
3004 TRAIL RIDGE DR  
COLUMBIA, MO 65203

An inspection of the property you own located at vacant lots on S Ponderosa (parcel # 17-803-33-02-005.00 01) was conducted on June 6, 2019, 2019 and revealed a growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that the a hearing will be held before the County Commission on June, 25, 2019 at 9:30 am in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Garth Baker  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 10<sup>th</sup> ~~7<sup>th</sup>~~ AB day of

June 2019 by AB



573.874.7721  
573.874.7756 fax

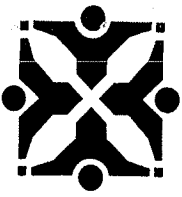


1005 W. Worley Street  
Columbia, Missouri 65201



col.mo.gov





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH

**NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH  
HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT**

NAT PROPERTIES LLC  
3004 TRAIL RIDGE DR  
COLUMBIA, MO 65203

An inspection of the property you own located S PONDEROSA ST (parcel # 17-803-33-02-005.00 01) was conducted on May 22, 2019 and revealed a growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Garth Baker  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 23<sup>rd</sup> day of May 2019 by our

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407  
[www.GoColumbiaMo.com](http://www.GoColumbiaMo.com)

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NAT Properties LLC  
 3004 Trail Ridge Dr  
 Columbia, MO  
 65203



9590 9402 4573 8278 7306 57

2. Article Number (Transfer from service label)

7016 0910 0001 2245 8701

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

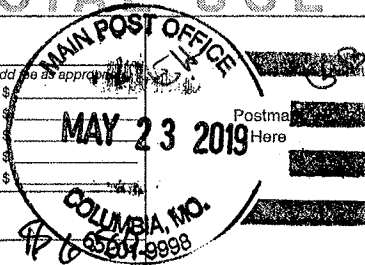
**OFFICIAL USE**

Certified Mail Fee

\$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy)
- Return Receipt (electronic)
- Certified Mail Restricted Delivery
- Adult Signature Required
- Adult Signature Restricted Delivery



Postage

\$ \_\_\_\_\_

Total Postage and Fees

\$ \_\_\_\_\_

Sent to

NAT Properties LLC  
 Street and Apt. No., or P.O. Box No.  
 3004 Trail Ridge Dr  
 City, State, ZIP+4®  
 Columbia MO 65203

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

## Track Another Package +

Tracking Number: 70160910000122458701

Remove X

Expected Delivery on

### SATURDAY

**25** MAY 2019 i by **8:00pm** i

### Delivered

May 25, 2019 at 4:13 pm  
Delivered, Left with Individual  
COLUMBIA, MO 65203

Get Updates 

Feedback

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**Text & Email Updates** 

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**Tracking History** 

**May 25, 2019, 4:13 pm**

Delivered, Left with Individual  
COLUMBIA, MO 65203

Your item was delivered to an individual at the address at 4:13 pm on May 25, 2019 in COLUMBIA, MO 65203.

**May 25, 2019**

In Transit to Next Facility

# Boone County, Missouri



## Unofficial Document

Recorded in Boone County, Missouri

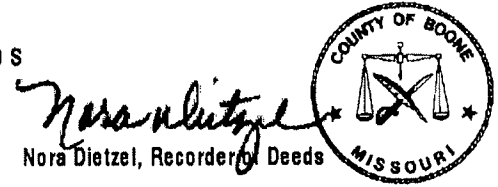
Date and Time: 08/23/2016 at 09:08:59 AM

Instrument #: 2016018244 Book: 4640 Page: 118

Instrument Type: WD

Recording Fee: \$27.00 S

No. of Pages: 2



Boone-Central Title Company  
File No. 1616971

## Missouri Corporation Warranty Deed

This Indenture, Made on 22nd day of August, 2016, by and between

Cedar Grove Development Corporation, a Missouri corporation,  
as GRANTOR, and

Nat Properties LLC, a Missouri limited liability company,

as GRANTEE, whose mailing address is:

*3004 Inland Ridge Dr  
Columbia, MO 65203*

Property Address: **Lots 3, 4 and 5 on S. Cowan Rd., Columbia, MO 65203**  
**Lots 1 and 2 on S. Cowan Rd., Columbia, MO 65201**

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and assigns, the following described lots, tracts and parcels of land situated in the County of **Boone** and State of **Missouri**, to wit:

**Lots One (1), Two (2), Three (3), Four (4) and Five (5) of Tower Estates Subdivision Plat Seven (7) in Boone County, Missouri, as shown by the plat recorded in Plat Book 25, Page 57, Records of Boone County, Missouri.**

Subject to easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the GRANTEE, the word GRANTEE will be construed to read GRANTEES whenever the sense of this Deed requires.

# Nora Dietzel, Recorder of Deeds

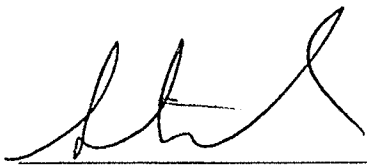


# Boone County, Missouri

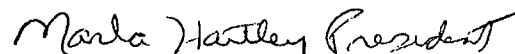
BOONE COUNTY MO AUG 23 2016

## Unofficial Document

IN WITNESS WHEREOF, The GRANTEE has caused these presents to be signed by its President and attested by its Secretary on the day and year above written.

  
Secretary Stacey Smarr


Cedar Grove Development Corporation, a Missouri corporation

  
By Marla Hartley, President

State of Missouri }  
County Of Boone } ss:

On this 22nd day of August, 2016, before me, appeared Marla Hartley, President, to me personally known, who being by me duly sworn, did say that he/she is the President of Cedar Grove Development Corporation, a Missouri corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Marla Hartley, President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

  
Notary Public

My Term Expires: 1-9-2020

MARY JO EDMISTON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Boone  
My Commission Expires January 9, 2020  
Commission #11498146



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the 25th day of June 20 19

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 6206 E Robin Lane, parcel #12-313-11-01-054.00 01.

Done this 25th day of June 2019.

ATTEST:

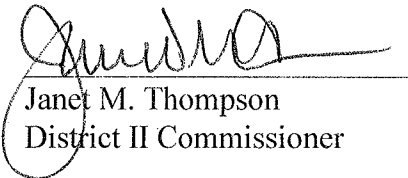
*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	June Session
6206 E Robin Ln	)	April Adjourned
Columbia, MO 65202	)	Term 2019
	)	Commission Order No <u>258-2019</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 25<sup>th</sup> day of June 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, rubbish and garbage on the premises.
4. The location of the public nuisance is as follows: 6206 E Robin Ln, Columbia, MO, a/k/a parcel# 12-313-11-01-054.00 01, Hillview Acres Subdivision, Block 3, Lot 65 Section 11, Township 49, Range 12 as shown by deed book 3613 page 0121, Boone County
5. The specific violation of the Code is: trash, rubbish and garbage in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 5<sup>th</sup> day of May 2019, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
Presiding Commissioner

ATTEST:

  
Boone County Clerk

Phillip D. Brooks

6206 E. Robin Ln.

Health Department nuisance notice – timeline

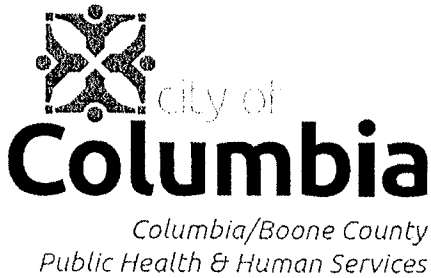
- 4/23/19: Citizen complaint received
- 4/24/19: Initial inspection conducted
- 4/24/19: Notice of violation sent to owner, return receipt requested
- 5/10/19: Owner notice received
- 6/5/19: Reinspection conducted – violation not abated
- 6/6/19: Hearing notice sent
- 6/20/19: Reinspection conducted – violation not abated – photographs at ~ 3:30 p.m.

Photographs taken 6/20/19 @ ~ 3:30 p.m.

6206 E. Robin Ln.

Trash, rubbish and garbage on the premises





## HEARING NOTICE

BROOKS PHILLIP D  
6206 E ROBIN LN  
COLUMBIA, MO 65202

An inspection of the property you own located at 6206 E Robin Ln (parcel # 12-313-11-01-054.00 01) was conducted on June 5, 2019 and revealed trash, rubbish and garbage on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that the a hearing will be held before the County Commission on June, 25, 2019 at 9:30 am in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

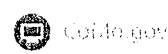
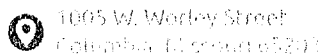
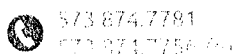
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

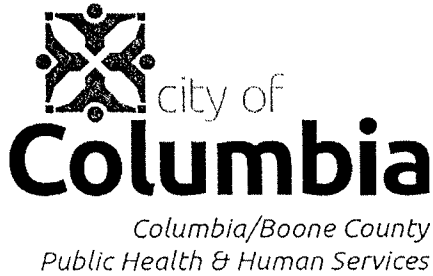
Garth Baker  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 7<sup>th</sup> day of

June 2019 by [Signature]







## NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

BROOKS PHILLIP D  
6206 E ROBIN LN  
COLUMBIA, MO 65202

An inspection of the property you own located at own located at 6206 E Robin Lane (parcel # 12-313-11-01-054.00 01) was conducted on April 24, 2019 and revealed trash, rubbish and garbage on the premises.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Garth Baker  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 24<sup>th</sup> day of April 2019 by

PLD



573.874.7781  
573.874.7756 fax



1005 W. Worley Street  
Columbia, Missouri 65203



CoMo.gov



*Our vision: Columbia is the best place for everyone to live, work, learn and play.*

**SENDER: COMPLETE THIS SECTION**

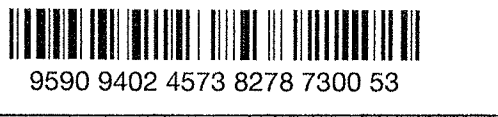
**COMPLETE THIS SECTION ON DELIVERY**

Complete items 1, 2, and 3.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature  
 *Phillip Brooks*  Agent  
 Addressee  
B. Received by (Printed Name) C. Date of Delivery

Article Addressed to:  
*Phillip D Brooks  
6206 E Robin Ln  
Columbia, mo  
65202*

D. Is delivery address different from Item 1?  Yes  
If YES, enter delivery address below:  No



3. Service Type  
 Adult Signature  Priority Mail Express®  
 Adult Signature Restricted Delivery  Registered Mail™  
 Certified Mail®  Registered Mail Restricted Delivery  
 Certified Mail Restricted Delivery  Return Receipt for Merchandise  
 Collect on Delivery  Signature Confirmation™  
 Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery  
 Insured Mail  
 Insured Mail Restricted Delivery (over \$500)

Article Number (Transfer from service label)  
*0910 0001 2245 8282*

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only**

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee	\$	
Extra Services & Fees (check box, add fee)		
<input type="checkbox"/> Return Receipt (hardcopy)		
<input type="checkbox"/> Return Receipt (electronic)		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$	
Total Postage and Fees	\$	<i>6.80</i>
Sent To	<i>Phillip D Brooks</i>	
Street and Apt. No., or PO Box No.	<i>6206 E Robin Ln</i>	
City, State, ZIP+4®	<i>Columbia mo 65202</i>	

Stamp: MAIN POST OFFICE, APR 24 2019, COLUMBIA MO

Handwritten: 2H, G/B



FAQs > (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

### Track Another Package +

**Tracking Number:** 70160910000122458282

Remove X

Your item was picked up at a postal facility at 3:52 pm on May 10, 2019 in COLUMBIA, MO 65202.

## **Delivered**

May 10, 2019 at 3:52 pm  
Delivered, Individual Picked Up at Postal Facility  
COLUMBIA, MO 65202


Get Updates 

Feedback

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Text & Email Updates 

---

Tracking History 

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Product Information 

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See Less 

## Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

**FAQs (<https://www.usps.com/faqs/uspstracking-faqs.htm>)**



Recorded in Boone County, Missouri

Date and Time 03/09/2010 at 10:17:07 AM

Unofficial Document Instrument # 2010004070 Book 3613 Page 121

Grantor TESON, STEVE  
Grantee BROOKS, PHILLIP D

Instrument Type WD  
Recording Fee \$27.00 S  
No of Pages 2

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



**MISSOURI WARRANTY DEED**

**THIS INDENTURE**, Made on March 08, 2010 by and between

Grantor: Steve Teson and Brea Teson, husband and wife

**AND**

Grantee: Phillip D. Brooks, a single person

Whose mailing address is 6206 E. Robin Ln., Columbia, MO, 65202

**WITNESSETH:** THAT THE SAID GRANTOR(S), in consideration of the sum of **ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS** to be paid by said grantee(s) (the receipt of which is hereby acknowledged), do by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said grantee(s) his/her/their heirs/successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of **Boone** and State of **Missouri**, to-wit:

Lot Sixty-five (65) of Hillview Acres Block No. Three (3) as shown by Plat of said subdivision recorded in Plat Book 10, Page 106, records of Boone County, Missouri.

**SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, NOW OF RECORD**

# Tom Schauwecker Assessor

Parcel 12-313-11-01-054.00 01      Property Location 6206 E ROBIN LN

<b>City</b>	<b>Road</b> COMMON ROAD DISTRICT (CO)	<b>School</b> HALLSVILLE (R4)
<b>Library</b> COL BC LIBRARY (L4)	<b>Fire</b> BOONE COUNTY (F1)	
<b>Owner</b> BROOKS PHILLIP D	<b>Subdivision Plat Book/Page</b> 0010 0106	
<b>Address</b> 6206 E ROBIN LN	<b>Section/Township/Range</b> 11 49 12	
<b>Care Of</b>	<b>Legal Description</b> HILLVIEW ACRES BLK 3	
<b>City, State, Zip</b> COLUMBIA, MO 65202	LOT 65	
	<b>Lot Size</b> 73.30 × 100.00	
	<b>Irregular Shape</b> Y	
	<b>Deeded Acreage</b> .00	
	<b>Calculated Acreage</b> .00	
	<b>Deed Book/Page</b> 3613 0121 2227 0529 0592 0935	

**CURRENT APPRAISED**

**CURRENT ASSESSED**

**RESIDENCE DESCRIPTION**

Type	Total	Type	Total		
RESIDENTIAL	57,670	RESIDENTIAL	10,957	<b>Year Built</b> 1974 (ESTIMATE)	
<b>Totals</b>	<b>57,670</b>	<b>Totals</b>	<b>10,957</b>	<b>Use</b> SINGLE FAMILY (101)	
				<b>Basement</b> NONE (1)	<b>Attic</b> NONE (1)
				<b>Bedrooms</b> 3	<b>Main Area</b> 1,320
				<b>Full Bath</b> 1	<b>Finished Basement Area</b> 0
				<b>Half Bath</b> 1	
				<b>Total Rooms</b> 5	<b>Total Square Feet</b> 1,320

**Boone County Assessor**

801 E. Walnut St., Rm 143  
Columbia, MO 65201-7733

[assessor@boonecountymmo.org](mailto:assessor@boonecountymmo.org)

**Office** (573) 886-4251

**Fax** (573) 886-4254

259-2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

25th

day of

June

20 19

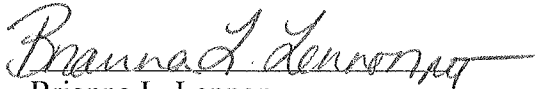
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Two to Contract 08-01MAR16 – On-Line Computer Legal and General Research Services.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two.

Done this 25th day of June 2019.

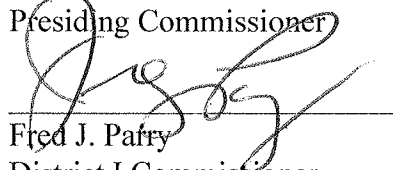
ATTEST:



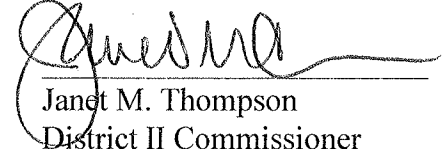
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Liz Palazzolo**  
Senior Buyer



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, CPPO, C.P.M.  
DATE: June 20, 2019  
RE: Amendment #2 to Contract #08-01MAR16 – On-Line Computer Legal and General Research Services

Amendment #2 to Contract #08-01MAR16 – On-Line Computer Legal and General Research Services that was awarded June 30, 2016 (Commission Order 314-2016) is being amended to allow an upgrade in service for the County Legal Office. All other terms, conditions, and prices of the original agreement as previously amended remain the same.

The following Department/Account code will be used:

- 1126 County Counselor Office/22500 Subscriptions/Publications: \$3,549.50

/lp

cc: Deborah Sprague, Boone County Counselor's Office  
Contract File #08-01MAR16

Commission Order:

Date: 6/25/2019

**CONTRACT AMENDMENT NUMBER TWO**  
**PURCHASE AGREEMENT 08-01MAR16**  
**FOR**  
**ON-LINE COMPUTER LEGAL AND GENERAL RESEARCH SERVICES**  
**FOR THE BOONE COUNTY LEGAL DEPARTMENT - TERM AND SUPPLY**

The Agreement **08-01MAR16** dated the 30<sup>th</sup> day of June 2016 made by and between Boone County, Missouri and **West Publishing Corporation d/b/a West, a Thomson Reuters Business**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended to incorporate the attached Westlaw Renewal Order Form, and as follows:

1. Upgrade the subscription for the Boone County Legal Office per the attached Order ID: Q-00493019 which shall be incorporated into the contract by reference.

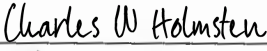
<b>Customer Number</b>	1003881989			
<b>Customer Name</b>	Boone County Law Department			
<b>ProFlex Products – details in the attachment</b>				
<b>Service Material</b>	<b>Product</b>	<b>Monthly Charges – Firm and Fixed</b>	<b>Minimum Terms (Months)</b>	<b>Year Over Year Increase During Minimum Term</b>
40757482	West ProFlex	\$591.59	36	2%

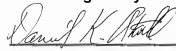
2. All other terms, conditions, provisions and prices of the original agreement, as previously amended, shall remain in full force and effect.

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

**WEST PUBLISHING CORPORATION**  
**DBA**  
**WEST, a THOMSON REUTERS BUSINESS**

**BOONE COUNTY, MISSOURI**  
**BY: BOONE COUNTY COMMISSION**

By: DocuSigned by:  
  
Signature

DocuSigned by:  
  
Signature  
**Daniel K. Atwill, Presiding Commissioner**

By: SR SAM CONSULTANT  
 Printed Name/ Title



Commission Order: \_\_\_\_\_  
Date: 6/25/2019

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
*[Signature]*  
\_\_\_\_\_  
County Counselor

DocuSigned by:  
*Brianna L. Lennon by MT*  
\_\_\_\_\_  
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.)

1261/22500 - \$3,579.50

DocuSigned by:  
*Jane E. Pritchard*  
\_\_\_\_\_  
Signature

6/20/2019  
Date

Appropriation Accounts



## Order Form

**Order ID: Q-00493019**

Contact your representative d.owens@thomsonreuters.com with any questions. Thank you.

### Account Address

Account #: 1003881989  
BOONE COUNTY LAW DEPT  
CJ DYKHOUSE  
801 E WALNUT ST  
COLUMBIA MO 65201-4448 US

### Shipping Address

Account #: 1003881989  
BOONE COUNTY LAW DEPT  
CJ DYKHOUSE  
801 E WALNUT ST  
COLUMBIA MO 65201-4448 US

### Billing Address

Account #: 1003881989  
BOONE COUNTY LAW DEPT  
CJ DYKHOUSE  
801 E WALNUT ST  
COLUMBIA, MO 65201-4448 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

### ProFlex Products See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$591.59	36	2%

### Minimum Terms

**Online/ Practice Solution/Software/ProFlex Products :** Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

### Post Minimum Terms

**For Online/Practice Solutions/Software /ProFlex Products:** At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Automatic Renewal Term for Window Products.** At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

### Miscellaneous

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Settling a Disputed Balance.** Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN

55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-government entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Excluded Charges.** If you access services that are not included in your subscription you will be charged our then-current rate (“Excluded Charges”). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

**Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>.

The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Banded Product Subscriptions** You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf> If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

**Additional Order Form Terms and Conditions**

**Government Non Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Acknowledgement: Order ID: Q-00493019**

<b>Signature of Authorized Representative for order</b>	<b>Title</b>
<b>Printed Name</b>	<b>Date</b>

This Order Form will expire and will not be accepted after 8/12/2019.



THOMSON REUTERS™

**Attachment****Order ID: Q-00493019**Contact your representative [d.owens@thomsonreuters.com](mailto:d.owens@thomsonreuters.com) with any questions. Thank you.**Payment, Shipping, and Contact Information****Payment Method:**Payment Method: Bill to Account  
Account Number: 1003881989**Order Confirmation Contact (#28)**Contact Name: LIZ PALAZZOLO  
Email: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

**ProFlex Multiple Location Details**

Account Number	Account Name	Account Address	Action
1003881989	BOONE COUNTY LAW DEPT	801 E WALNUT ST COLUMBIA MO 65201-4448 US	New

**ProFlex Product Details**

Quantity	Unit	Service Material #	Description
4	Attorneys	41933475	Gvt Litigation For Government (Westlaw PRO™)
4	Attorneys	42077751	Gvt - National Primary Core
4	Attorneys	42077755	Gvt - Analytical Plus for Government

**Account Contacts**

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
CJ	DYKHOUSE	<a href="mailto:cdykhous@boonecountymo.org">cdykhous@boonecountymo.org</a>	EML PSWD CONTACT

**Lapsed Products**

Sub Material	Active Subscription to be Lapsed
40988638	Government Select Level 1 States (WestlawNext™)

260-2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the 25th day of June 20 19

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

Now on this day, the County Commission of the County of Boone does hereby award Contract 01-08JAN19 – Long Term Lease of Real Property – Central Missouri Events Center to the following:

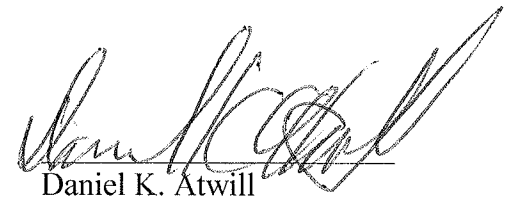
Veterans United Home Loans – Coliseum, Sapp Building, Parking lots north and east of Coliseum  
United Parcel Service – Parking area to be used as a trailer staging area

Terms of the award are stipulated in the attached Facility Usage Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Facility Usage Agreements.

Done this 25th day of June 2019.

ATTEST:

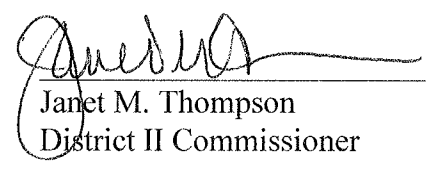
*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: June 10, 2019  
RE: RFP Award Recommendation: *01-08JAN19 – Long Term Lease of Real Property – Central Missouri Events Center*

Request for Proposal *01-08JAN19 – Long Term Lease of Real Property – Central Missouri Events Center* closed on January 31, 2019. Four proposal responses were received.

The evaluation committee consisted of the following:

CJ Dykhouse, Boone County Legal Counsel  
Stan Shawver, Director, Boone County Resource Management  
John Sam Williamson

The evaluation committee recommends award for a three-year period with potential renewal periods per their attached Evaluation Report as follows:

<u>Year 1</u>	<u>Facility</u>	<u>Annual Amount</u>
Veterans United Home Loans	Coliseum	\$25,000
	Sapp Building	\$2,500
	Parking lots north and east of Coliseum	\$2,500
United Parcel Service	Parking area to be used as a trailer staging area	\$11,251.93

Revenue will be deposited in department 1190 – Non-Departmental, account 3822 – Other Lease Revenue.

ATT: Evaluation Report

cc: Proposal File

## Evaluation Report for Request for Proposal

### 01-08JAN19 – Long-Term Lease of Real Property

OFFEROR #1: Mortgage Research Center, dba Veterans United Home Loans

It has been determined that Veterans United Home Loans has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

It has been determined that Veterans United Home Loans has submitted a **non-responsive** proposal.

- \$30,000/year in proposed rent plus an average \$132,000 in property maintenance expenses for a total of \$162,000 investment per year
- In agreement with County's direct lease to UPS with all funds back to County (\$11,505.90)
- Would sub-lease to Boone County Fair Board – all funds back to County (\$10,000)
- Security Deposit: \$10,000
- Leasing Coliseum, Sapp Building, and parking lots north and east of the Coliseum
- 3-Years with 7, 1-year renewals initially proposed

#### Experience/Expertise of Offeror

##### Strengths:

- VU has demonstrated financial stability and ability to complete the lease and maintenance of the property. Will provide additional evidence of their financial ability upon request.
- 2 ½ years' positive experience with maintaining property

##### Concerns:

- Status quo of current usage

#### Method of Performance

##### Strengths:

- Will allow the Sheriff Department to utilize the facility to conduct training at no cost. (pg. 6)
- Will allow UPS to sub-lease parking facilities at a negotiated rate to be paid directly to the County (pg. 6)
- Would consider subleasing annually to the Boone County Fair Board the grounds in their entirety at a cost of \$10,000 to be paid to the County. (pg. 6)
- Additional leases would be considered on a case-by-case basis. (pg. 7)
- Any profit would be paid directly to the County, that revenue made in excess of VU's lease and maintenance expenses annually. (pg. 7)
- Utilizes local businesses for their annual events.
- Since 2016, VU's has expended over \$300,000 for renovations, maintenance and repairs to the property and would continue to do so.



- Continue to allow public (govt) and Fair Board use of property.
- Will maintain one full-time employee on site to manage the property on a daily basis (pg. 9).
- Total projected, average investment from VU is \$162,000/year to the County in the form of rent and property maintenance expenses as follows: \$30,000 rent plus \$132,000/year average in maintenance & idle property expenses (based on the County's current lease agreement with VU).

**Concerns:**

- No projected improvements/renovation plan
- 3-year lease with seven 1-year renewals
  - Per clarification #1 response, they agreed to a possible 5-year lease base term.
- If sub-leasing, there would be concerns to consider. For example, the barns are not wired to code. Who would be responsible for getting the facility brought up to code for other events? Who is responsible if there is damage to property from one of the sub-leases?
- For the Boone County Fair, would VU consider a \$0.00 lease with a \$10,000 security deposit?
  - Per clarification #1 response, they have no issue with the County waiving the \$10,000 rental fee.

OFFEROR #2: JC Events, LLC – Proposal Response #1 for \$60,000/year

X It has been determined that JC Events, LLC has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

\_\_\_\_\_ It has been determined that JC Events, LLC has submitted a **non-responsive** proposal.

- **\$60,000/year in proposed rent, renewals subject to CPI plus \$25,000/year avg. remodel/upgrade expenses and \$5,500/year in maintenance expenses for a total of \$90,500 investment per year.**
- **Security Deposit: \$5,000**
- **25-year lease with option to extend**
- **Parcel 1: 135.9 acres known as the Central Missouri Events Center**

Experience/Expertise of Offeror

Strengths:

- Will provide more proof of financial stability upon request
- Familiar with property through former Fair Board operations

Concerns:

- Does Offeror have property management marketing experience to effectuate proposal as outlined?
  - Per clarification #1 response, proposed Event Coordinator will be required to have three years' experience at event coordinating. Did not see a requirement that any proposed staff have marketing experience. Event Coordinator will be hired in the first quarter.
  - Financial statements were not included in the response to clarification #1. The pro forma financial statements included in the response to clarification #2 reveal some estimates that are significantly off from our recent experience:
    - The estimates for equipment rental and insurance are very low compared to what the County experienced with TAG Events, LLC, which call into question Offeror's expertise in operating this sort of venue. Equipment (equipment and leased equipment) were estimated by Offeror at \$7,400/year, whereas TAG Events spent \$150,453/year average in equipment rental for running an events center business. Insurance was estimated at \$2,800/year, whereas TAG Events spent \$24,430/year average on insurance for running an events center business.

Method of Performance

Strengths:

- Will hold a variety of events to attract the residents of the local Columbia area and well as visitors throughout the state. (pg. 1)
- Will continue to rent coliseum to businesses such as Veterans United for their events (pg. 1)

- Would seek to partner with organizations to sublease part of the remaining acreage for the creation for sports facilities or multi-purpose building for athletic competitions/events. (pg. 1)
- Will hold the Boone County Fair (presumably if an agreement can be reached with the Boone County Fair Board) (pg. 1)
- 25-year lease proposed
- Will update the recreational vehicle hook-ups to modern standards (pg. 2).
- Will seek to provide an opportunity for agricultural related activities (pg. 3).

**Concerns:**

- **Proposed business model appears to be similar to TAG events which was not successful even with a significant public subsidy.**
  - Clarification #1 stated they would look for grant opportunities and private investments, but still have a concern that without a subsidy, it cannot be successful. TAG Events had subsidy from the County that included \$200,000 rental subsidy/year, a \$100,000 capital improvement subsidy, and a \$75,000/year in a utility subsidy and still could not make it work with this business model. TAG Events would have lost more than \$500,000 in three years without the public subsidies.
  - TAG Events payroll expenses (\$638,125 over in a 3-year period or \$212,708/year average) for 2012, 2013, and 2014 were significantly higher than the estimate in this proposal (\$137,800 projected average per year from 4-year pro forma financial statements) estimated for 2020, 2021, 2022, and 2023.
  - Top of page 9 does appear to be the same business plan that has not been successful in the past under prior attempts.
- **Does not fully explain anticipated operations methods/staffing needed to perform. While there is mention of subleasing with appropriate organizations and entities in building a sports facility, multipurpose building, or ice rink, there is no clear business plan. Would like to see a business plan with proposed staffing, financial statements for anticipated operations with revenues/expenditures, marketing plan, and estimated annual maintenance expenses.**
  - Business Plan proposed in Clarification #1 response includes three phases: Phase 1: Revitalization (3-5 years); Phase 2: Expansion (5-7 years); Phase 3: Sustained Operations (remainder of lease term).
  - Anticipated annual maintenance costs of \$85,050 were included in Appendix A in the response to Clarification #1, but that figure does not seem realistic. That is significantly less than what VU has actually paid in the past two years. VU expense figures (less rental payments) for Year 1 were \$161,129.20 and \$103,653.19 in year 2 or an average of \$132,391 annually.
  - TAG Events spent approx. \$133,000/year average in utilities for a similar business plan which is more than double the \$61,500/year average estimated in the proposal.
  - On the proposed business staffing in Clarification #1, unclear how many years can they make payroll if the facility is not making a profit. Page 8 says they have funding for five years. Page 10 says they have funding for the first year. They propose hiring the event Coordinator in the first quarter. Unclear when do they propose hiring the other staff.
  - Bottom of page 7 on Clarification #1 response, states that "this revenue (Sheriff Dept., VU and UPS), in addition to event revenue and private investments shall provide a financially sustainable operations model". The revenue from VU and UPS are already being paid directly to the County without going through any third party. Also, is he

proposing that the Sheriff Department now rent the events center (which is used by BCSJ) for no charge now)?

- **If sub-leasing, there would be concerns to consider. For example, the barns are not wired to code. Who would be responsible for getting the facility brought up to code for other events? Who is responsible if there is damage to property from one of the sub-leases?**
  - Per clarification #1 response, JC Events would plan to bring the facility up to code, but the estimated maintenance and remodel/upgrade expenses seem too low to actually accomplish this. JC Events states that sub-leasers will be financially responsible for maintaining the quality of their leased premises including the repair of normal wear and tear.
- **A thorough projected improvements/renovation plan was not included**
  - Estimated property improvement expenses of \$141,750 were detailed in Appendix A in response to Clarification #1.
  - The Coliseum building will likely need an entirely new roof if used for this business model which would make the estimated remodel/upgrade expenses significantly insufficient.
- **Would they consider a lease of just Parcel 1 if they do not get a lease on Parcel 2?**
  - "Open to discussing..." per clarification #1 response.

OFFEROR #3: JC Events, LLC – Proposal Response #2 for \$10,000/year

X It has been determined that JC Events, LLC has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

\_\_\_\_\_ It has been determined that JC Events, LLC has submitted a **non-responsive** proposal.

- \$10,000/year, renewals subject to CPI
- Security Deposit: \$5,000
- 25-year lease with option to extend
- Parcel 2: 53.61 acres with 12,016 square foot building

Experience/Expertise of Offeror

**Strengths:**

- Offeror has land management experience

**Concerns:**

- Offeror does not provide evidence of expertise with property management

Method of Performance

**Strengths:**

**Concerns:**

- No solid plan to utilize property except to sublease to UPS for vehicle / material storage (and UPS does not currently use this space).
- No building/property renovation plan proposed.
- Would they consider a 3-year base term?
  - "Yes" per clarification #1 response.

**OFFEROR #4: United Parcel Service**

\_\_\_\_\_ It has been determined that United Parcel Service has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

\_\_\_\_\_ It has been determined that United Parcel Service has submitted a **non-responsive** proposal.

**Interested in continuing to renew parking area for \$11,505.90 with 3% annual increases  
5-year lease**

**Experience/Expertise of Offeror**

**Strengths:**

- Successful existing contractual relationship

**Concerns:**

- Does not offer any additional details to evaluate proposal

**Method of Performance**

**Strengths:**

- Existing contractual relationship has been good including coordination between VU and UPS for VU's annual holiday party.

**Concerns:**

- Does not offer any more details to evaluate proposal
- Will they remove their trucks if the Boone County Fair is held there?
  - That is included in the current contract between UPS & County.

**SUMMARY:**

The evaluation committee initially met on February 21, 2019 to review the four proposal responses received. The committee discussed the strengths and concerns of each proposal response and started a draft of their evaluation report. It was then determined that since none of the proposals contemplated a 50-year lease, Melinda Bobbitt would meet with the County Commissioners to see if they wanted us to continue to move forward with the evaluation of what we did receive.

A closed meeting under authorization RSMo Secs. 610.021(1) and 610.021(12) was held on March 6 with Presiding Commissioner Daniel K. Atwill, Janet Thompson, Northern District Commissioner, Fred Parry, Southern District Commissioner, CJ Dykhouse, County Counselor, and Melinda Bobbitt, Purchasing Director. It was approved at this meeting for our evaluation committee to continue to gather additional needed information from Offerors in order to provide a thorough evaluation of the proposals received even though none were for the desired term.

The evaluation committee met again on March 14, 2019 to create the clarification questions that needed to be sent to the three Offerors. Clarifications were sent with a due day of April 15.

The evaluation committee met on April 23 to review the clarification responses. Following review of Clarification #1 response, it was determined that we could not tell if JC Events was a financially viable proposal without any sort of pro forma financial statements. The proposed estimated annual maintenance expenses and property improvements do not seem realistic. The County will need to obtain the financials in order to further evaluate their proposal. Clarification #2 was sent with a due day of May 9.

The evaluation committee met on May 15, 2019 to review the response to clarification request #3 for JC Event's financial statements. JC Events estimated \$2,500/year on insurance, and it was noted that TAG Events using a similar business model as proposed by JC Events spent \$24,000 on insurance. JC Events estimated lease equipment and equipment expenses of \$7,400 per year and TAG Events spent \$150,000/year. Also, Coliseum Building needs a new roof and that expense was not included. The committee felt that equipment, maintenance/remodel, and insurance estimates were low, and the projected revenue was high. TAG Events showed over a period of three years that a very similar business model could not be successful without significant, ongoing public subsidies. The committee also noticed that JC Events projected lease payment of \$60,000 apparently includes the \$30,000 revenue from VU and \$10,000 from UPS, so the proposal essentially suggests leasing the property for \$21,000 over the \$40,000 the County is currently receiving in direct rent. In addition, VU's significant, ongoing maintenance and idle property management investments into the property (annually estimated at \$132,000/year) make VU's proposal more desirable.

**Recommendation for Award:**


**Mortgage Research Center dba Veterans United Home Loans and United Parcel Service with complimentary lease agreements that require coordination between each for VU's annual holiday party.**

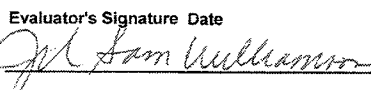
**EVALUATION REPORT FORM**  
 PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI  
 REQUEST FOR PROPOSAL (RFP) # 01-08JAN19 - Long-Term Lease of Real Property  
 Melinda Bobbitt, CPPO, CPPB, Director of Purchasing

	NAME OF OFFEROR	METHOD OF PERFORMANCE (15 Points)	EXPERIENCE/EXPERTISE OF OFFEROR (15 points)	TOTAL SUBJECTIVE POINTS (30 points)	For Purchasing Use Only	
					PROPOSED ANNUAL LEASE PRICE & Maintenance Investment (70 points)	TOTAL POINTS (Max 100 points)
1	Mortgage Research Center, LLC d/b/a Veterans United Home Loans	15	15	30	50	80
2	United Parcel Service	10	10	20	3	23
3	JC Events, LLC - Proposal #1	8	8	16	38	54
4	JC Events, LLC - Proposal #2	n/a	n/a	n/a	n/a	n/a

*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.*

 CJ Dykhouse Legal Counsel Legal

 Stan Shawver Director Resource Management

 John Sam Williamson *community member*

Evaluator's Signature Date Evaluator Printed Name Title Dept.

**Method of Performance (15 points)**  
 Property Use  
 Demolition and Renovation Plans with Timeline  
 Compatibility of the proposed use with the surrounding area  
 Public benefit of proposed use

**Experience/Expertise of Offeror (15 points)**  
 Financial Strength of Offeror  
 Relative experience of the Offeror in similar redevelopment projects  
 Executive Summary  
 References



## FACILITY USAGE AGREEMENT

**THIS AGREEMENT** dated the 25<sup>th</sup> day of June 2019, is made between **County of Boone, Missouri** 801 E. Walnut, Room #333, Columbia, Missouri 65201 (County) and **Mortgage Research Center, LLC, d/b/a Veterans United Home Loans (VU)**, c/o Sandy Overacre, Director of Office Administration, 1400 Veterans United Drive, Columbia, MO 65203.

**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 Facility Usage Agreement, RFP #01-08JAN19, Addendums #1, #2, #3, and VU's RFP Response with Clarification #1, signed by Sandy Overacre. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Facility Usage Agreement shall prevail and control over the other incorporated documents.

2. **Term** – The term of this Agreement shall begin on **January 1, 2020 and run through December 31, 2022, a three-year period**. The parties may by written, mutual agreement extend this Agreement for subsequent, one-year periods.

3. **Rent and Annual Rental Adjustments** – The monthly rent shall be paid to County of Boone, Missouri, c/o Boone County Purchasing, 613 E. Ash Street, Columbia, MO 65201 in an annual payment and shall be paid as follows:

- a. Year 1 (1/1/2020 – 12/31/2020): The annual rent shall be \$30,000.00, calculated as follows:
  - i. Coliseum: \$25,000
  - ii. Sapp Building: \$2,500
  - iii. Parking lots north and east of Coliseum: \$2,500
- b. Years 2 & 3 (and any agreed-upon extension periods): For lease years 2 and 3, on each January 1<sup>st</sup> anniversary of the extension period, the prior year's annual rent for the next year shall be increased, but not decreased, by the positive change in the Consumer Price Index, if any, as certified by the Missouri State Tax Commission for the immediately preceding calendar year. Said certified CPI rates can be found via the Missouri State Tax Commission's website, [www.stc.mo.gov](http://www.stc.mo.gov) under the "Clerk's" tab. The only Consumer Price Index that will be used for this Lease is that rate certified by the Missouri State Tax Commission for the immediately preceding year.

4. **Security Deposit** – VU agrees to pay a Security Deposit in the amount of Ten Thousand Dollars (\$10,000) no later than January 1, 2020. County acknowledges receipt of said deposit under the parties' prior Agreement approved in Commission Order 372-2016. Said deposit will be returned to VU after the Property has been adequately cleaned and accepted by County in an undamaged condition, and after VU has paid the utilities due under this Agreement. If County

applies the deposit to clean-up or the utilities, it will provide VU with an itemized list of those charges along with a return of any remaining deposit within thirty (30) days of the end of the Lease Term.

5. ***Demised Premises*** – The Demised Premises shall consist of the Coliseum, Sapp Building, and the two main parking lots to the north and east of the Coliseum, and such other areas of the property owned by County as are reasonably accessed for the maintenance and idle property management activities contemplated herein. VU understands that County has a separate Agreement with UPS for a trailer parking area north of the Coliseum property and VU’s shared usage of that area is more fully addressed below, as well as an agreement approved by Boone County Commission Order 290-2016 with Jason Wilhite regarding the harvesting of hay in areas surrounding the Demised Premises.

6. ***Usage of Demised Premises*** – VU shall quietly enjoy full use of the Demised Premises during the entire term of this Agreement, with the exceptions set forth in this Agreement.

- a. County-designated secured area. County’s Facilities Maintenance Director may designate an area in the Coliseum building as a secure area that will not be generally accessible by VU or VU’s sublessees. Any such area shall be shown to VU in a walkthrough to be arranged by VU and County prior to the commencement of the initial Lease Term on January 1, 2020.
- b. UPS Parking Area. UPS’s leased parking area north of the Coliseum is set out in Exhibit “A” which is attached hereto and incorporated herein by reference, and that area shall be shared with UPS as set out herein. As to that area depicted in Exhibit “A”, VU shall have the authority to designate to UPS a 14-day period in December of each year where UPS shall be required to provide such space in the trailer parking area as is necessary for VU’s annual holiday party purposes. At the other times throughout the year, VU may approach UPS about coordinating the use of all or a portion of the area depicted in Exhibit “A” to accommodate other activities on the property as contemplated in VU’s RFP Response, however UPS shall have priority use to area depicted in Exhibit “A” during all times except for the 14-day period that VU designates in December of each year. During the 14-day period designated by VU to UPS, the area depicted in Exhibit “A” shall be shared by VU and UPS on terms and conditions mutually agreed to between VU and UPS.
- c. Usage by BCSD. VU shall allow the Boone County Sheriff’s Department to conduct training in and around the Demised Premises at mutually agreeable times and at no cost to County.
- d. Possible usage for Boone County Fair. Subject to the usage by UPS as contemplated herein and by mutual agreement between VU and UPS, VU may allow a sublease of the premises to The Boone County Fair Inc., for purposes of its annual fair at a cost of \$10,000 in rental or security deposit to be paid by The Boone County Fair, Inc., to the County. VU and The Boone County Fair, Inc., shall make such other arrangements regarding security deposits, utilities, and any other agreements on terms agreeable to VU and The Boone County Fair, Inc. In the event of a sublease to The Boone County Fair, Inc., adequate insurance coverage as approved by County will be required from The Boone County Fair, Inc., naming the County as an additional insured.

- e. Other possible usage by sublessees approved by VU. Subject to the usage by UPS as contemplated herein, and as contemplated in VU's RFP Response, VU may consider additional subleases on a case-by-case basis. Amounts payable for rent by any other sublessees which in the aggregate exceed VU's financial payments for rent, utilities, idle property management services (deemed value estimated at \$45,000 per Lease Year), and repairs as contemplated herein shall be paid to County as contemplated in VU's RFP response. VU shall provide documentation concerning its revenues and expenses as reasonably requested by County to implement the provisions of this "profit" payment to County. Any other sublease of the property beyond the parameters contemplated herein shall be by mutual, written agreement of VU and County.
- f. General access by County. County will communicate with VU as is reasonably practicable as to any planned County access to the facilities that constitute the Demised Premises.

**7. Idle Property Management Services** – VU shall provide idle property management services during the term of this Agreement as set forth in VU's RFP response. VU shall provide such services as VU deems appropriate for purposes of ensuring the security of the property, ensuring the viability of the Coliseum building's systems, for maintenance of the property, snow removal, repairs necessary to restore essential functioning of the property, and otherwise ensuring the property is in a condition suitable for VU's usage as contemplated herein.

**8. Condition of Property, Repairs and Maintenance** – VU and County agree to the following, specific provisions relating to the condition of the Demised Premises and any necessary repairs:

- a. As-is condition. VU agrees to accept the properties and buildings in "as is" condition without any guarantees regarding the functioning of the buildings' systems. VU acknowledges that County makes no warranties, express or implied, to any aspect of the property's fitness for any particular use. VU shall arrange for any necessary preparations to the grounds or Property that are necessary for VU's anticipated use and shall arrange for all supplies and infrastructure that is necessary for VU's usage of the Demised Premises.
- b. Obligation to make repairs. VU shall make such repairs as VU or County determines are necessary for the essential functioning of the Demised Premises. VU's obligation to provide repairs shall not exceed an aggregate sum of \$40,000 in any calendar year before VU shall have the right to terminate this Agreement as set forth below. To the extent of any casualty loss that results in a payment from the County's insurer for damage to the Demised Premises, the parties may apply those insurance proceeds to repairs of the Demised Premises if the County decides to embark upon repairs caused by the casualty loss, in County's sole discretion.
- c. Personal property. County makes no representations about the availability of any personal property on the property. If VU desires to use any tables, chairs, or other property County has on site, VU shall return them at the conclusion of this Agreement and shall be responsible for any such property damaged or destroyed during VU's use of the property. No additional charges will be due to County for any available personal property.
- d. Notification of any damage. VU agrees to notify County's designee of any damage to the facilities or property during this Agreement.

- e. County maintenance of county roads. County will continue, to the extent of annual funding appropriated for that purpose, maintain the county roads that run through the subject property.

9. **Utilities** – VU will arrange for the placement of any meters or services VU desires on the property directly with the appropriate utility provider. In addition, VU and County have made the following, specific agreements relating to existing utilities on the property:

- a. Ameren (natural gas). VU will make arrangements with Ameren Missouri to continue payment of charges related the gas meter formerly in County's name associated with account number 95002-14137. At the conclusion of this Agreement, VU will coordinate with County to have said meter transferred back to the County's name.
- b. City of Columbia (water). VU will make arrangements with the City of Columbia to continue payment of charges related to the water meter formerly in County's name associated with account number 401535-115700. At the conclusion of this Agreement, VU will coordinate with County to have said meter transferred back to the County's name.
- c. Boone Electric Cooperative (electric). VU will make arrangements with Boone Electric to continue payment of charges related to the electric meters formerly in the County's name and at the conclusion of this Agreement VU will coordinate with County to have said meters transferred back to County's name as set forth below:
  - i. Account 14508002 – 5212 N. Oakland Gravel Road Pumping Station
  - ii. Account 14513002 – 5212 N. Oakland Gravel Road Coliseum
  - iii. Account 14553002 – 5212 N. Oakland Gravel Road Horse Show Office
  - iv. All other Boone Electric accounts in County's name for lights shall remain in County's name and be paid by County during this Agreement.

10. **Security of Property during VU's Annual Holiday Party** – VU agrees that it will make adequate arrangements for security during VU's annual Holiday Party and VU agrees it will be responsible for the payment of any fees for event security.

11. **Use of Local Vendors for VU's Annual Holiday Party** – Whenever commercially reasonable, in VU's sole discretion, VU shall use vendors with a physical presence in Boone County, Missouri, for products and services used in VU's annual holiday party.

12. **Clean-Up of Property** – Upon termination of this Agreement, VU agrees to return the property to County in the same or better condition as it found the property at the commencement of this Agreement, reasonable wear and tear excepted.

13. **Insurance** – VU shall carry liability insurance on the Demised Premises and shall name Boone County as additional insured under that policy. Said insurance shall be at the following minimum amounts: Workers Compensation coverage per Missouri statutory limits and Commercial General Liability in an aggregate amount of \$3,000,000. VU shall provide a Certificate of Insurance in a form acceptable to County no later than September 1<sup>st</sup> of each year. County will carry casualty insurance on the Demised Premises on such terms and conditions as the County determines.

14. **Indemnity and Hold Harmless** –To the fullest extent permitted by law, VU 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 VU, of any VU subcontractor, of anyone directly or indirectly employed by VU or by any VU subcontractor, or of anyone for whose acts VU or any VU subcontractor may be liable, in connection with this Agreement.

15. **Governing Law and Venue** – This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.

16. **Authority of Signatories** – Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

17. **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.

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

19. **Termination** – The parties have agreed to the following termination provisions for times other than the natural end of the Lease Term provided for herein:

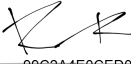
- a. VU agrees to excuse County’s performance of any obligations under this Agreement as to any particular portion of the property if it is determined by County, in County’s sole discretion, that any condition of the Property makes the same unsafe or unfit for use by VU or others accessing the property. If County is unable to provide possession of all or a portion of the Property due to an unsafe condition, VU’s annual rent shall be prorated through the date of notification by County of the unsafe condition and until such time as the condition is remedied. If the unsafe condition is not remedied within 30 days of notification by the County, either party may terminate this agreement through written notification to the other party of its desire to terminate.
- b. If repairs to the property deemed necessary by VU exceed the sum of \$40,000 in any calendar year, then VU shall have the right to terminate this Agreement upon 30 days written notice to County. VU’s annual rent shall be prorated through the date of notification by VU of its intent to terminate under this provision. VU shall provide County with documentation reasonably available to VU of the scope of the necessary repairs and the related cost.

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

**Mortgage Research Center, LLC  
d/b/a Veterans United Home Loans**

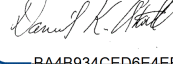
**Boone County, Missouri**

By:

DocuSigned by:  



99C2A4E0CED04BC...  
Brock Bukowsky, Managing Member

By:

DocuSigned by:  


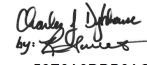
BA4B934CED6E4EB...  
Daniel K. Atwill, Presiding Comm.

ATTEST:

DocuSigned by:  
  
7D82DA986BF6495...


Brianna L. Lennon, County Clerk

Approved as to Legal Form:

DocuSigned by:  
  
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County Counselor

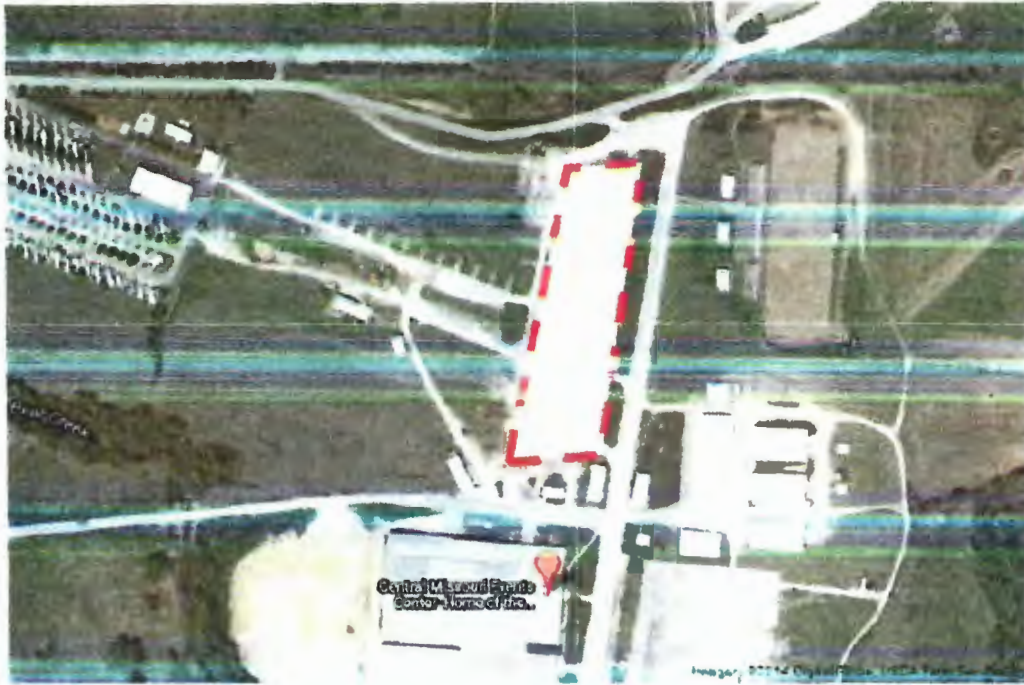
Acknowledged for Budgeting Purposes:  
Revenue to: 1190-3822

DocuSigned by:  


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June E. Pitchford, County Auditor



# Boone County Fairgrounds



**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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.

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers 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 Workers 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.

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it 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 \$3,000,000.00 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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; non-owned and both on and off the site of work.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.



**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). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**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.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201

**BOONE COUNTY - MISSOURI**

PROPOSAL NUMER AND DESCRIPTION: 01-08JAN19 - Long Term Lease of Real Property

**CLARIFICATION FORM #1**

This Clarification is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification must be acknowledged and submitted by e-mail to [mboobbitt@boonecountymo.org](mailto:mboobbitt@boonecountymo.org).

**I. CLARIFICATION - please provide a response to the following request.**

- 1) Would you consider a 5-year base term?

*Yes, Veterans United is willing to consider a 5-year base term as part of contract negotiations under Section I of the original Request for Proposal.*

- 2) Rather than a lease of \$10,000 for the Boone County Fair, would a \$10,000 security deposit with a \$0.00 lease be acceptable?

*Under Veterans United's current lease with the County, the \$10,000 lease payment from Boone County Fair, Inc. would be payable to the County of Boone. In keeping with the existing agreement, Veterans United is willing to honor whatever lease payment the County of Boone would look to receive. Should the County of Boone wish to waive the \$10,000 rental fee, Veterans United will have no issue with that structure. As with the current lease agreement, Veterans United will work with the Boone County Fair, as it would with any other potential sublessees, to ensure that proper arrangements regarding security deposit, utilities, adequate insurance coverage, law enforcement planning and additional safety measures are contracted for as part of an agreement.*

In compliance with this request , the Offeror agrees to furnish the services requested and proposed and certifies he/she has read, understands , and agrees to all terms, conditions, and requirements of the RFP and this clarification request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signature s must be original and not photocopies.

Company Name: Mortgage Research Center dba Veterans United Home Loans

Address: 1400 Veterans United Dr., Columbia, MO 65203

Telephone: 573-876-2600 <sup>ext. 3359</sup> Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): 43-1925151

Print Name: SANDY OVERAURE Title: Dir. of Customer Services

Signature: Sandy Overaure Date: 3-19-2019

E-mail: SOVERAURE@VU.COM

# Boone County Purchasing



**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

613 E. Ash Street, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

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March 14, 2019

Veterans United Home Loans  
Attn: Sandy Overacre  
1400 Veterans United Drive  
Columbia, MO 65203  
E-mail: [soveracre@vu.com](mailto:soveracre@vu.com)

RE: Clarification #1 to 01-08JAN19 – Long Term Lease of Real Property

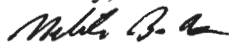
Dear Ms. Overacre:

Following review of your RFP response, the evaluation committee has identified additional information that is needed. The attached Clarification Form includes any changes being made to the RFP as a result of this request. The Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification response. You are requested to provide written response by **2:00 p.m. April 15, 2019** by e-mail to [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

You are reminded that pursuant to Section 610.021 RSMo, proposal documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response(s) are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this Clarification request, please call (573) 886-4391 or e-mail [Mbobbitt@boonecountymo.org](mailto:Mbobbitt@boonecountymo.org). I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

  
Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

cc: Evaluation Committee Members / Proposal File

**BOONE COUNTY - MISSOURI**

PROPOSAL NUMER AND DESCRIPTION: *01-08JAN19 – Long Term Lease of Real Property*

**CLARIFICATION FORM #1**

This Clarification is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification must be acknowledged and submitted by e-mail to [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

**I. CLARIFICATION – please provide a response to the following request.**

- 1) Would you consider a 5-year base term?
- 2) Rather than a lease of \$10,000 for the Boone County Fair, would a \$10,000 security deposit with a \$0.00 lease be acceptable?

In compliance with this request, the Offeror agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this clarification request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail: \_\_\_\_\_

**COVER/ RESPONSE PAGE**


**PLEASE COMPLETE AND PLACE IN FRONT OF YOUR RFP RESPONSE**

Organization Name: Mortgage Research Center dba Veterans United Home Loans  
 Address: 1400 Veterans United Dr.  
Columbia, MO 65203 (573)  
 Telephone: (573) 876-2600 Fax: \_\_\_\_\_  
 E-mail Address: soveracre@vu.com  
 Web Site URL: veteransunited.com

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

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the response to the RFP are true.

Print Name: Sandy Overacre Title: Director of Customer Services

Signature:  Date: 1-18-19

1. The annual long-term lease price for Parcel 1 – Central MO Events Center shall be: \$ 30,000.00
2. The annual long-term lease price for Parcel 2 – Former County Maintenance Building shall be: \$ na
3. The proposed security deposit for Parcel 1 will be: (complete if only proposing for Parcel 1) \$ 10,000.00
4. The proposed security deposit for Parcel 2 will be: (complete if only proposing for Parcel 2) \$ na
5. The proposed security deposit for combined Lease of parcel 1 and Parcel 2 will be: \$ na
6. Any changes from the provisions of this Request for Proposal or to the Insurance Requirements shall be specifically noted here:  
See response to Section E.1. for further detail. Veterans United Home Loans intention is to lease the Coliseum, Sapp Building, and parking lots north and east of the Coliseum.
7. Proposed term of lease if other than fifty (50) years: 3 years, with seven 1-year renewals
8. Desired start date of lease: 01/01/2020
9. Attach an earnest deposit of \$5,000 in the form of a bank check or certified check made payable to Boone County, Missouri.



**BOONE COUNTY, MISSOURI**

**Request for Proposal #: 01-08JAN19 – Long-Term Lease of Real Property**

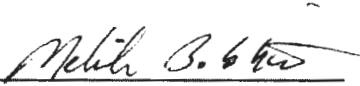
**ADDENDUM #1 - Issued October 11, 2018**

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's Response Form.

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

1. CHANGE the pre-proposal date referenced on page 8, Section G, *b. Pre-Proposal Conference with site visit* and 5. *Pre-Proposal Conference* of the Request for Proposal to:

**October 19, 2018, 1:00 p.m.**

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

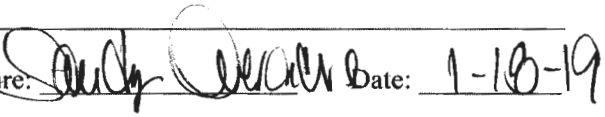
Offeror has examined **Addendum #1** to Request for Proposal # **01-08JAN19 – Long-Term Lease of Real Property**, receipt of which is hereby acknowledged:

Company Name: Mortgage Research Center dba Veterans United Home Loans

Address: 1400 Veterans United Dr., Columbia, MO 65203

Phone Number: (573) 876-2600 Fax Number: \_\_\_\_\_

E-mail: soveracre@vu.com

Authorized Representative Signature:  Date: 1-18-19

Authorized Representative Printed Name: Sandy Overacre



**BOONE COUNTY, MISSOURI**

**Request for Proposal #: 01-08JAN19 – Long-Term Lease of Real Property**

**ADDENDUM #2 - Issued October 22, 2018**

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's Response Form.

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

- 1) The *Tour and Pre-Proposal Conference Sign-In Sheet* is attached for informational purpose.
- 2) Should an additional site visit be needed, it may be scheduled by contacting:

**Melinda Bobbitt**  
Email: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

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

Offeror has examined **Addendum #2** to Request for Proposal # **01-08JAN19 – Long-Term Lease of Real Property**, receipt of which is hereby acknowledged:

Company Name: Mortgage Research Center dba Veterans United Home Loans

Address: 1400 Veterans United Dr., Columbia, MO 65203

Phone Number: (573) 876-2600 Fax Number: \_\_\_\_\_

E-mail: soveracre@vu.com

Authorized Representative Signature: Sandy Overacre Date: 1-18-19

Authorized Representative Printed Name: Sandy Overacre



**TOUR AND PREPROPOSAL CONFERENCE  
SIGN IN SHEET**

**FOR: RFP #01-08JAN19 – Long-Term Lease of Real Property**

	Representative Name	Business Name	Telephone Number	Fax Number	E-Mail Address
1.	Melinda Bobbitt	Boone County Purchasing	573-886-4391	573-886-4390	MBobbitt@boonecountymo.org
2.	Fred Parry	Boone County Commission	573-886-4307		fparry@boonecountymo.org
3.	Jo Fey	Robert Taylor Community College	660-263-4100 x 11252		jof@tmacc.edu
4.	MATT THOMPSON	MMSP	573-489-1551		wilthomburgcne.io
5.	Eric Wilson	Veterans United thru law	573-876-1100		eric.wilson@vu.com
6.	Myke A	MMSP	573-424-7002		keepergoingddup@gmail.com
7.	Brad Jukes	MMSP	573-268-7163	-	brad@jukesclatinal.com
8.	C. J. Kraybill	Boone County	573-886-4414		
9.	Donny	Boone County	573-424-1633		
10.	Shawn Noel		573- <del>886</del> -470-1660		Snuel1660@yahoo.com
11.	Cody Noel		573- <del>886</del> -5678		Noelsantias961565smah.com
12.	Mary Lambert		573-429-8363		mlambertdum@gmail.com
13.	James Pounds		573-567-0072		jpounds@rocket.com
14.	Paul Zullo		573-964-1083		20565@msu.com
15.					
16.					
17.					





**BOONE COUNTY, MISSOURI**

**Request for Proposal #: 01-08JAN19 – Long-Term Lease of Real Property**

**ADDENDUM #3 - Issued December 26, 2018**

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's Response Form.

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

**1) Submittal deadline and opening have been changed to the following:**

Delivery of RFP Responses: All RFP responses shall be **delivered before 11:00 A.M., Central Time,** on January 31, 2019 to:

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

RFP responses must be submitted in a sealed envelope identified with the RFP number. List the RFP number 01-08JAN19 on the outside of the box or envelope and note "Response to Request for Proposal enclosed."

RFP Acknowledgement: RFP Offeror names will be acknowledged and read aloud after 1:30 p.m. on January 31, 2019 in the Boone County Government Center, Commission Chambers, 801 E. Walnut, Columbia, MO. Offeror's names will also be posted on our web page in the afternoon of January 31 at: www.showmeboone.com / Purchasing / Bid Opportunities / 2019 / 01-08JAN19 / RFP Opening.

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

Offeror has examined **Addendum #3** to Request for Proposal # **01-08JAN19 – Long-Term Lease of Real Property**, receipt of which is hereby acknowledged:

Company Name: Mortgage Research Center dba Veterans United Home Loans

Address: 1400 Veterans United Dr., Columbia, MO 65203

Phone Number: (573) 876-2600 Fax Number: \_\_\_\_\_

E-mail: soveracre@vu.com

Authorized Representative Signature: Sandy Overacre Date: 1-1A-19

Authorized Representative Printed Name: Sandy Overacre



Veterans United Home Loans  
veteransunited.com

800-884-5560 (p)  
NMLS 1907

**January 31, 2019**

Melinda Bobbitt  
Director of Purchasing  
Boone County Purchasing Department  
613 E. Ash Street, Room 110  
Columbia, MO 65201-4460

**RE: Response to RFP #01-08JAN19**

Ms. Bobbitt,

The following is the response from Mortgage Research Center, LLC d/b/a Veterans United Home Loans (hereinafter "Veterans United") to the Request for Proposal for Long-Term Lease of Real Property, RFP #01-08JAN19. As required, the responses of Veterans United to Section E of the Request for Proposal are below.

## **SECTION E. TERMS, CONDITIONS, AND PROPOSED USES**

**Section E. 1. Price Offered** – The proposal may include financing contingency, but the County will give more weight to cash offers. The price should be framed as a monthly, quarterly, or annual land lease sum that will be paid in advance of the month, quarter, or year for which the rent will be applied.

**Response:** Veterans United proposes to lease the Coliseum, Sapp Building, and the two main parking lots North and East of the Coliseum for a period of three years at a rate of \$30,000 annually. The expense would be broken down as follows:

<b>Item</b>	<b>Cost</b>
Coliseum	\$25,000
Sapp Building	\$2,500
Parking lots North and East of Coliseum	\$2,500
<b>Total</b>	<b>\$30,000</b>

Under this agreement, Veterans United proposes an annual payment to the County in the amount of \$30,000. Veterans United will maintain the grounds with adequate idle property management services estimated at \$30,000 per year.

Although Veterans United is not interested in running the Events Center in a profit making capacity, it will consider sub-leases. These will include allowing the Boone County Sheriff's Office to conduct training at no cost, sub-leasing parking facilities to United Parcel Service at a negotiated rate to be paid directly to the County and subleasing annually to the Boone County Fair Board the grounds in their entirety at a cost of \$10,000 to be paid to the County. In each

case, the company will assume no liability, perform no maintenance and guaranty no facilities. The sub-leases will be considered triple net.

Veterans United will consider any additional subleases on a case-by-case basis.

Veterans United, while having no interest in making revenue from this lease, also proposes that should a profit ever be made on these facilities under its management that 100 percent of those profits be paid directly to the County. A profit would be considered revenue made in excess of Veterans United's lease and maintenance expenses annually.

**Section E. 2. Property Use** – A narrative explaining the proposed or intended use of the property, including any demolition and redevelopment plans which may include a site plan.

**Response:** Veterans United Home Loans has nearly 2,400 employees nationwide, and more than 1,800 of those employees are located in Boone County. The 1,800 employees in Boone County help Veterans and military families achieve the dream of homeownership across all 50 states and the District of Columbia from our offices in Columbia.

As Veterans United has grown, the company has sought to maintain its culture through multiple annual gatherings. Since Veterans United's founding in 2002, it has hosted an annual holiday party, and beginning in 2012 the company has hosted the event at the Central Missouri Events Center. The event held most recently on December 8, 2018, included nearly 3,000 guests. At various events throughout the years, the company has utilized local vendors including A-1 Rentals, University Catering, Direct Impact, Signs Now, Creative Photo, Redlight Photo, MO-X, Fresh Ideas Food Service, and many others. The company's interest in leasing the Coliseum, Sapp Building and parking lots is to continue holding the annual holiday party and other company events at the property throughout the year. The Coliseum hosts the events, while the Sapp Building is used for staging purposes within fire code restrictions. In order to prepare for and clean up after the party, the Company requires access to the property about five (5) days in advance and five days (5) after its conclusion.

Veterans United has searched throughout mid-Missouri for another facility that meets size, parking, utilities and access requirements in December to host more than 2,500 guests. To the company's knowledge, the Central Missouri Events Center is the only facility between the Kansas City and St. Louis Regions large enough and available in December that will meet these specifications.

As a result of Veterans United's desire to continue hosting this event at this time of year in Boone County, it is willing to continue its lease in order to ensure the buildings are maintained in safe and sound condition.

From time to time, Veterans United may use the facilities for additional company functions, including department meetings, team trainings, culture events and other events as necessary.

**Section E. 3. Renovation Plans with timeline** - The intended plans for renovation of the buildings/property with estimated completion date.



Veterans United Home Loans |  
veteransunited.com

800-884-5560 (p)  
NMLS 1907

**Response:** Since 2016, United has expended over \$300,000 for renovations, maintenance and repairs to the property including but not limited to bathroom renovations, lawn care, parking lot maintenance, utilities, HVAC repairs, and cleaning. Veterans United plans to continue repairing and maintaining the property as it has since 2016. A summary of these expenditures is attached at the end of this response as additional material.

**Section E. 4. Financial strength of Offeror** - Offeror should provide any information defining/detailing the financial stability of the organization necessary to demonstrate the ability to carry out this lease. At a minimum, Offeror should provide a statement affirming that Lessee has the financial ability to complete the lease and renovation. Also, provide an affirmative statement consenting to provide representatives of the County satisfactory evidence of Lessees financial ability upon request.

**Response:** Veterans United Home Loans has the financial stability to complete the lease and maintenance of the property as described in this RFP Response. Veterans United has annual revenues in excess of \$100 million, and has shown its ability to meet all lease obligations throughout Boone County. Veterans United is willing provide representatives of the County satisfactory evidence of our financial ability upon request.

**Section E. 5. Compatibility of the proposed use with the surrounding area**

**Response:** Veterans United's proposed use of the property is compatible with the surrounding area in that it plans to utilize the buildings for internal gatherings, and also continues to be willing to sublease the property where appropriate to public and private entities where appropriate.

**Section E. 6. Public benefit of proposed use**

**Response:** As the lessee of the property for the last three years, Veterans United has continued to grant public entities use of the property throughout the year, including regular use by the Boone County Sheriff's Office K-9 Unit and Swat Team for training, Boone County drone pilot skills training, and The Missouri National Guard. In addition to these uses, Veterans United utilizes numerous local vendors for transportation, housing, food, decoration, and other purposes for events it holds, injecting significant revenue into the local economy.

**Section E. 7. Relative experience of the Offeror in similar redevelopment projects**

**Response:** Veterans United has served as the lessee of the property for the last three years, and as such has the ability and experience to continue the lease under the current terms. While we have no plans to redevelop the property, we do intend to continue maintaining the property as we have under the current lease.



**Section E. 8. Executive Summary** - A narrative summarizing the vendor's ability to meet the requirements of this lease. Include the address of headquarters. Provide the name, telephone number and e-mail address of primary contact.

**Response:** As it has since 2016, Veterans United intends to maintain one full-time employee on site to manage the property on a daily basis, in addition to a number of employees who spend significant time on issues relating to the management of the property, representing over \$100,000 in employee time. Veterans United also intends to continue contracting annually with a third-party property management company to handle a number of tasks relating to the property.

Veterans United's main point of contact will be Sandy Overacre, Director of Office Administration. Sandy's role at the company includes oversight its 16 Boone County-office locations, including leases, maintenance, staffing and logistics. Along with her staff, she has successfully led Veterans United's execution of leases at the Central Missouri Events Center since 2012. Her contact is 573-876-2600 x 3359 and [soveracre@veteransunited.com](mailto:soveracre@veteransunited.com).

Veterans United's ability to meet lease obligations can be seen in its multiple leases in Boone County, as well as its track record of successfully hosting events at the Events Center over the past seven years.

**Section E. 9. References** - Provide at least three (3) references that will verify your ability to perform the obligations you describe in the lease offer.

**Response:** Veterans United maintains property leases with numerous companies throughout Boone County and across the country. More references are available as needed.

**Forum Development Group** – Jay Lindner (573) 446-5500  
1400 Forum Blvd., #10  
Columbia, MO 65203

**Central Trust and Investment Company**  
**As Trustee of the Robert M. LeMone Marital** – Amy Henderson, Vice President  
SilverTree Companies – Jay Burchfield (573) 875-5151  
302 Campusview Dr., Ste 211  
Columbia, MO 65201

**JAKE Properties, LLC** – John Kirby (573) 256-7205  
1309 Glasgow Dr.  
Columbia, MO 65203

**Section E. 10. Cover Page Signature Form** - The attached Cover Page signature form must be signed as outlined for the RFP response to be considered and placed at the beginning of your RFP response.

**Response:** The cover page signature form is signed and attached hereto.

Veterans United Home Loans Expenses for Central Missouri Events Center - August 2016 to August 2017		
Standing Contracts	Notes	Cost
	Janitorial Services - Annual \$4,800	\$ 4,800.00
	HVAC - Annual \$6,520	\$ 6,520.00
	Management - Annual \$30,000	\$ 30,000.00
	Pest Control - Annual \$3,012.50	\$ 3,012.50
	Lease payment	\$ 30,000.00
<b>June-Sept. 2016</b>	<b>Notes</b>	
	Mowing and land care	\$ 3,200.00
	Mowing	\$ 350.00
<b>Oct. 2016</b>	<b>Notes</b>	
	Mowed fairground fields	\$ 450.00
	Equipment rental	\$ 525.00
	Labor	\$ 2,925.00
<b>Nov. 2016</b>	<b>Notes</b>	
	Electrical - power supply switch replacement and fire alarm service	\$ 795.02
	Labor	\$ 559.50
	Plumbing - inspection, repair sprinkler leak	\$ 936.58
	Labor - fire inspection, painting, tile replacing	\$ 4,923.28
	Equipment	\$ 609.36
	Electrical bill	\$ 252.35
<b>Dec. 2016</b>	<b>Notes</b>	
	Equipment rental	\$ 1,239.36
	Labor	\$ 18,299.50
	Supplies	\$ 4,751.32
	Repair roof leak	\$ 264.00
	Demo and replace ceiling tiles	\$ 6,000.00
	Replace panel on entrance sign	\$ 1,213.09
	Power washing the facility	\$ 8,987.50
	Electrical - service, breakers, system check	\$ 2,724.22
	Plumbing - replace valves, facets, add four sinks	\$ 4,823.00
<b>Jan. 2017</b>	<b>Notes</b>	
	Labor	\$ 8,314.32
	Garage door repair	\$ 255.00
	Fire alarm monitoring	\$ 300.00
	Cleaning	\$ 810.00
	Repairs after inspection	\$ 985.17
	Labor and materials	\$ 8,650.41
	Heating - bring units up to operating conditions	\$ 2,410.70
	Utilities	\$ 5,801.52
<b>Feb. 2017</b>	<b>Notes</b>	
	Labor	\$ 2,127.18
	Initial clean for holiday party	\$ 2,288.00
	Ceiling repair - roof leaks	\$ 1,464.50
	Utilities	\$ 3,554.54
<b>Mar-17</b>	<b>Notes</b>	
	Heating - relighting of pilot lights and equipment	\$ 526.06
	Air filter replacement	\$ 452.47
	Utilities	\$ 1,886.13

<b>Apr-17</b>	<b>Notes</b>	
	Lawncare	\$ 1,250.00
	Heating and air system repair	\$ 216.98
	Structural evaluation	\$ 800.00
	Utilities	\$ 1,345.07
<b>May-17</b>	<b>Notes</b>	
	Lawncare	\$ 475.00
	Roof repair	\$ 2,438.20
	Utilities	\$ 1,156.75
<b>Jun-17</b>	<b>Notes</b>	
	Lawncare	\$ 350.00
	Utilities	\$ 1,095.63
<b>Jul-17</b>	<b>Notes</b>	
	Lawncare	\$ 350.00
	Utilities	\$ 1,517.25
<b>Aug-17</b>	<b>Notes</b>	
	Lawncare	\$ 350.00
	Utilities	\$ 1,797.74
<b>Total money spent as of April 2017 (updated September 2018 to include utility expenditures)</b>		<b>\$ 191,129.20</b>

<b>Veterans United Home Loans Expenses for Central Missouri Events Center - September 2017 to August 2018</b>		
<b>Standing Contracts</b>	<b>Notes</b>	<b>Cost</b>
	HVAC - Annual \$6,606.12	\$ 6,606.12
	Management - Annual \$30,000	\$ 30,000.00
	Pest Control - Annual \$1,650	\$ 1,650.00
	Lease payment	\$ 30,000.00
<b>Sep-17</b>	<b>Notes</b>	
	Utilities	\$ 2,365.23
	Labor	\$ 262.50
	Cleaning	\$ 400.00
<b>Oct-17</b>	<b>Notes</b>	
	Cleaning	\$ 400.00
	Utilities	\$ 2,018.82
<b>Nov-17</b>	<b>Notes</b>	
	Utilities	\$ 1,835.37
	Carpet cleaning	\$ 175.00
	Cleaning	\$ 400.00
<b>Dec-17</b>	<b>Notes</b>	
	Utilities	\$ 4,385.09
	Materials - rock for parking lot	\$ 451.49
	Plumbing - fire system inspection, men's bathroom remodel, backflow inspection	\$ 3,008.00
	Cleaning	\$ 400.00
<b>Jan-18</b>	<b>Notes</b>	
	Cleaning	\$ 848.06
	Utilities	\$ 5,637.62
<b>Feb-18</b>	<b>Notes</b>	
	Security - fire alarm monitoring	\$ 300.00
	Trash	\$ 348.62
	Utilities	\$ 4,142.39
	Fire extinguishing system fill line repair / electrical	\$ 449.74
	Supplies - batteries for emergency lighting	\$ 223.67
<b>Mar-18</b>	<b>Notes</b>	
	Trash	\$ 210.00
	Cleaning	\$ 714.00
	Roof repair - leaks	\$ 242.50
	Utilities	\$ 5,079.55
	Supplies - replacement light bulbs	\$ 19.41
	Boone County drone pilot skills training - no fee charged	\$ 10,000.00
<b>Apr-18</b>	<b>Notes</b>	
	Lawn care	\$ 200.00
	Utilities	\$ 4,647.42
	Cleaning	\$ 357.00
	Well House repair (check valve & relay replacement)	\$ 1,385.10
	Trash	\$ 210.00



May-18	Notes	
	Lawncare	\$ 400.00
	Heating and air - filter replacement	\$ 121.54
	Utilities	\$ 3,891.01
	Maintenance	\$ 132.50
	Well House repair (fire suppression relay switch repair)	\$ 127.11
	Parking lot maintenance	\$ 200.00
	Cleaning	\$ 357.00
Jun-18	Notes	
	Lawncare	\$ 400.00
	Utilities	\$ 3,788.11
	Cleaning	\$ 357.00
	Trash	\$ 210.00
Jul-18	Notes	
	Lawncare	\$ 400.00
	Utilities	
	Cleaning	\$ 657.00
	Trash	\$ 210.00
	Well House repair (deep well pump replacement)	\$ 1,422.00
Aug-18	Notes	
	Lawncare	\$ 600.00
	Utilities	
	Cleaning	
	Garage door repairs	\$ 1,007.22
<b>Total money spent September 2017 - August 2018 (Note: Utilities for July &amp; August 2018 not included)</b>		<b>\$ 133,653.19</b>



**BOONE COUNTY, MISSOURI**

**Request for Proposal #: 01-08JAN19 – Long-Term Lease of Real Property**

**ADDENDUM #3 - Issued December 26, 2018**

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror’s Response Form.

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

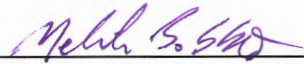
1) **Submittal deadline and opening have been changed to the following:**

Delivery of RFP Responses: All RFP responses shall be **delivered before 11:00 A.M., Central Time,** on **January 31, 2019** to:

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

RFP responses must be submitted in a sealed envelope identified with the RFP number. List the RFP number **01-08JAN19** on the outside of the box or envelope and note “Response to Request for Proposal enclosed.”

RFP Acknowledgement: RFP Offeror names will be acknowledged and read aloud after **1:30 p.m. on January 31, 2019** in the Boone County Government Center, Commission Chambers, 801 E. Walnut, Columbia, MO. Offeror’s names will also be posted on our web page in the afternoon of January 31 at: [www.showmeboone.com](http://www.showmeboone.com) / Purchasing / Bid Opportunities / 2019 / 01-08JAN19 / RFP Opening.

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

Offeror has examined **Addendum #3** to Request for Proposal # **01-08JAN19 – Long-Term Lease of Real Property**, receipt of which is hereby acknowledged:

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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



**BOONE COUNTY, MISSOURI**

**Request for Proposal #: 01-08JAN19 – Long-Term Lease of Real Property**

**ADDENDUM #2 - Issued October 22, 2018**

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror’s Response Form.

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

- 1) The *Tour and Pre-Proposal Conference Sign-In Sheet* is attached for informational purpose.
- 2) Should an additional site visit be needed, it may be scheduled by contacting:

**Melinda Bobbitt**  
Email: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

By:

**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

Offeror has examined **Addendum #2** to Request for Proposal # *01-08JAN19 – Long-Term Lease of Real Property*, receipt of which is hereby acknowledged:

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

**TOUR AND PREPROPOSAL CONFERENCE  
SIGN IN SHEET**

**FOR: RFP #01-08JAN19 – Long-Term Lease of Real Property**

	Representative Name	Business Name	Telephone Number	Fax Number	E-Mail Address
1.	Melinda Bobbitt	Boone County Purchasing	573-886-4391	573-886-4390	MBobbitt@boonecountymo.org
2.	Fred Parry	Boone County Commission	573-886-4307		fparry@boonecountymo.org
3.	Jo Fey	Liberty Area Com College	660-263-4100 x 11252		jof@macc.edu
4.	Matt Thomsen	MMSP	573-489-1551		withornbycne.io
5.	Eric Wilson	Veterans United Home Loan	573-876-2600		eric.wilson@vu.com
6.	Nyke A	MMSP	573-424-7002		keepero.ddyup@gmail.com
7.	Brad Jukes	MMSP	573-268-7163	-	brad@bradjukes.com
8.	CJ Dykhouse	Boone County	573-886-4414		
9.	Donny Allen	Boone County	573-424-1633		
10.	Sherryl Noel		573- <del>573</del> -470-1660		Snore11660@yahoo.com
11.	Cody Noel		573- <del>573</del> -570-5678		Noelsantosa9615@gmail.com
12.	Mary Lambert		573-489-8363		mlambertdum@gmail.com
13.	James Pounds		573-567-0872		jpounds@rocket.net
14.	Paul Zullo		573-964-1083		205 656 MSU.com
15.					
16.					
17.					



**BOONE COUNTY, MISSOURI**

**Request for Proposal #: 01-08JAN19 – Long-Term Lease of Real Property**

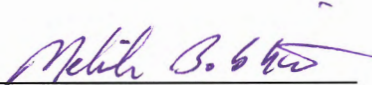
**ADDENDUM #1 - Issued October 11, 2018**

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's Response Form.

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

1. CHANGE the pre-proposal date referenced on page 8, Section G, *b. Pre-Proposal Conference with site visit* and *5. Pre-Proposal Conference* of the Request for Proposal to:

**October 19, 2018, 1:00 p.m.**

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

Offeror has examined **Addendum #1** to Request for Proposal # *01-08JAN19 – Long-Term Lease of Real Property*, receipt of which is hereby acknowledged:

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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



# COUNTY OF BOONE - MISSOURI



## REQUEST FOR PROPOSAL FOR LONG-TERM LEASE OF REAL PROPERTY

**INCLUDES TWO (2) PARCELS:**  
**PARCEL 1: 135.9 ACRES KNOWN AS THE CENTRAL  
MISSOURI EVENTS CENTER**  
**PARCEL 2: 53.61 ACRES WITH 12,016 SQUARE FOOT  
BUILDING**

**RFP # 01-08JAN19**  
**Release Date: October 1, 2018**

**PRE-PROPOSAL CONFERENCE**  
**October 19, 2018, 1:00 p.m.**

**QUESTION DUE DATE:**  
**December 14, 2018, 5:00 p.m.**

**Submittal Deadline:**  
**January 8, 2019**  
**not later than 9:00 a.m. Central Time**

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

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

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## A. INTRODUCTION

The County of Boone – Missouri (the “County”) is accepting proposal responses for a long-term lease of real property known as the Central Missouri Events Center, 5212 N. Oakland Gravel Road, Columbia, Missouri which includes multiple buildings and two parcels of land totaling 189.51 acres. The County will entertain accepting proposals for a ground lease of both combined parcels for a single award or a multi-vendor award for each individual parcel.

**Lease Term:** The Lease will commence following an agreed-upon date between County and Lessee, not earlier than January 15, 2020. The longest initial lease term contemplated at this time is fifty (50) years. The parties may mutually agree in writing to extend the Term by executing an amendment to the Lease.

The contemplated 50-year land lease is to allow for the construction of improvements that the Lessee will be able to use for their full economic life. Construction must comply with all applicable state and local laws. At the conclusion of the lease, the improvements will become the property of Boone County.

Offerors should clearly illustrate the potential reuse of the property including, if any, plans to maintain public access. Offerors need to perform their own due diligence with respect to zoning, building, and historical issues.

The proposal should outline renovation and site plans together with a time frame for completion. The award will be partially based upon the proposed plan for development in addition to the lease price offered. See *Section E. - Terms, Conditions, and Proposed Uses* below for more information on the proposal evaluation criteria.

## B. BACKGROUND

### **County Profile:**

The County is a first-class non-charter county in central Missouri, dissected by Interstate 70 and US Highway 63. The County has a population of approximately 177,000 and contains 685 square miles. It contains 13 population centers consisting of cities, towns, villages and small communities. With a population of nearly 120,612, the City of Columbia serves as County seat.

### **Previous Management:**

The County of Boone purchased the property known as the Central Missouri Events Center (CMEC) in 1999. The management of this facility/property was provided by the Boone County Fair Board, Inc., (the Boone County Agricultural and Mechanical Society) from the time of purchase through the end of 2011.

As a pilot program to determine the viability of operating the facility as an events center, the County issued a RFP in 2011 that contemplated a temporary taxpayer subsidy for the duration of the pilot program. TAG Events LLC was awarded a contract and managed the property from January 1, 2012 through June 30, 2014. As a result of the pilot program, it was determined in consultation with the contractor that the events center business model was not viable without a significant, ongoing public subsidy from a dedicated revenue stream. The County Commission proposed a sales tax initiative to the voters of Boone County on August 5, 2014, in an effort to provide the necessary, ongoing, dedicated public revenue to support the facility as an events center. That measure was defeated with approximately 66% of the votes being in opposition to the measure. The CMEC was closed in January 2015.



A RFP was issued in 2016 for a short-term lease of the property. Veterans United Home Loans is currently leasing the Coliseum, out-building (22,000 square foot), and parking lot north and east of the Coliseum. The United Parcel Services is leasing one of the parking areas. Both leases expire on December 31, 2019.

### **C. DESCRIPTION OF THE FACILITIES/PROPERTY**

The premises described below will be made available in the current condition without representation or warranty as to physical condition. All Offerors must be knowledgeable of the physical conditions of the buildings, grounds, and other property which is the subject matter of this request, and Offeror assumes full responsibility for same. Should the Offeror be interested in an appraisal of the parcel(s), the County will assist and help to facilitate the appraisal. Offeror is responsible for the cost of the appraisal.

#### **Parcel 1:**

**Location** – Central Missouri Events Center, 5212 North Oakland Gravel Road, Columbia, Missouri.

It is located east of Oakland Gravel Road and north of Starke Avenue in the northeast quadrant of the Highway 63 and Oakland Gravel Road interchange, at the northeast edge of Columbia, in Boone County, Missouri.

**Land Size** – Property includes 135.9 acres with street frontage on two sides and access from three internal publicly maintained drives.

**Zoning** – Property is zoned M-L, Light Industrial. This district allows for agricultural activity, any permitted use and any conditional use in the C-G commercial District which includes most office and retail use, but no residential dwellings, however resident caretakers are allowed. Light manufacturing uses are allowed.

**Public Road** – The site is currently bisected by a public road that can, at the option of the County Commission, be made a private drive internal to the parcel. The road will automatically become a private drive if the area is annexed into the City of Columbia. Should this occur, the County will cease to maintain the private drive and it will be considered an internal access road.

**Frontage** – The site has approximately 2,000 feet of frontage on N. Oakland Gravel Road at the west boundary and 2,100 feet of frontage on the north side of Starke Avenue.

#### **Building Sites –**

**Coliseum** – Approximately 88,000 square foot building with dirt arena, office space, and concession areas. Approximately 22,000 square feet is an air-conditioned multi-purpose room.

**Out-Building** – Approximately 22,000 square foot building adjacent to Coliseum with dirt floors and lighting.

**Grandstand Area** - Dirt track with fixed seating capacity for up to 400.

**Ancillary Buildings** – Four (4) horse barns, (4) livestock barns, six (6) small free-standing concession buildings, and three (3) restroom buildings.

**Miscellaneous Features** - Approximately 450 recreational vehicle hook-ups, large fenced gravel parking lot, and steel pipe-fenced outdoor uncovered riding corral next to the Coliseum. Recreational vehicle hook-ups include electric and water, but not sewer. Any fees for placing and removing electric meters for RV-rental lots shall be borne by Contractor.

**Parcel 2:**

**Location** – The property is located west of Oakland Gravel Road and south of Prathersville Road, at the northeast edge of Columbia, Missouri.

**Land Size** – Property includes 53.61 acres.

**Zoning** – Property is zoned M-L, Light Industrial. This district allows for agricultural activity, any permitted use and any conditional use in the C-G commercial District which includes most office and retail use, but no residential dwellings. However, resident caretakers are allowed. Light manufacturing uses are allowed.

**Frontage** – The site has approximately 3,400 feet of frontage on Oakland Gravel Road at the east, 800 feet of frontage on Prathersville Road on the north and 4,400 feet of frontage on Highway 63 at the west.

**Building Site** – There is an older, pole frame, metal-clad, building on the site that includes 12,017 square feet. The building is a former County maintenance building currently used for equipment storage.

**D. SITE UTILITY SERVICES**

The Lessee shall be responsible for the payment of all utilities relating to the facilities covered within the scope of any final Agreement.

**Parcel 1:**

**Electrical Service** - Boone Electric Cooperative is the service provider for all electric meters located on site. There are approximately 54 meters.

**Water Service** – City of Columbia is the service provider for all water meters located on site. There are approximately five meters.

**Sewer Service** – The sewer system at this site is connected to the City of Columbia system. At the present time, the City of Columbia charges for this service. It is understood there are two sewer dumping sites on the property for use by the RV renters and other leased sites on the grounds.

**Natural Gas** – Ameren Missouri provides the gas service at this site but the exact location of this service is unknown.

**Trash Service** – City of Columbia provides the trash service. The Contractor is responsible for the removal of trash in a timely fashion.

**Telephone Service** - The Contractor may utilize the current telephone system located on site. The Contractor shall be responsible for the monthly service fees and any other costs associated with the use of this system.

**Parcel 2:**

**Water:** Public  
**Electric:** Public  
**Gas:** Ameren UE  
**Sewer:** City of Columbia on the east and west sides of the site. May require annexation to connect. Capacity is assumed adequate for all potential uses.

**E. TERMS, CONDITIONS, AND PROPOSED USES**

The County is seeking proposals for a long-term lease for the parcels that demonstrate the highest lease price and the best use of the property. Offeror(s) should clearly illustrate the potential reuse or redevelopment of the property, including plans, if any, to maintain public access. The County, in evaluating each proposal, may consider (but not be limited to) the following factors. Please describe in your proposal response the following:

1. **Price Offered** – The proposal may include financing contingency, but the County will give more weight to cash offers. The price should be framed as a monthly, quarterly, or annual land lease sum that will be paid in advance of the month, quarter, or year for which the rent will be applied.
2. **Property Use** – A narrative explaining the proposed or intended use of the property, including any demolition and redevelopment plans which may include a site plan.
3. **Renovation Plans with timeline** – The intended plans for renovation of the buildings/property with estimated completion date.
4. **Financial strength of Offeror** - Offeror should provide any information defining/detailing the financial stability of the organization necessary to demonstrate the ability to carry out this lease. At a minimum, Offeror should provide a statement affirming that Lessee has the financial ability to complete the lease and renovation. Also, provide an affirmative statement consenting to provide representatives of the County satisfactory evidence of Lessee's financial ability upon request.
5. **Compatibility of the proposed use with the surrounding area**
6. **Public benefit of proposed use**
7. **Relative experience of the Offeror in similar redevelopment projects**
8. **Executive Summary** – A narrative summarizing the vendor's ability to meet the requirements of this lease. Include the address of headquarters. Provide the name, telephone number and e-mail address of primary contact.
9. **References** – Provide at least three (3) references that will verify your ability to perform the obligations you describe in the lease offer.
10. **Cover Page Signature Form** – The attached Cover Page signature form must be signed as outlined for the RFP response to be considered and placed at the beginning of your RFP response.

Lessee will comply with all applicable state and local laws, including all applicable zoning regulations, building regulations, and subdivision regulations. The Offeror shall undertake its

own review and analysis (due diligence) concerning the physical and environmental condition of the premises, applicable zoning and other land use laws, required permits and approvals and other development, ownership and legal considerations pertaining to the premises, the lease agreement and the use of the premises, and shall apply for and obtain all approvals and permits required for the project with the consent of the County.

No County funds will be available to the lessee of the property. The County will not make any repairs or improvements to the property prior to lease.

Offerors are urged to physically inspect the property prior to submitting a proposal. Under no circumstances will failure to inspect be considered grounds for a claim or grounds for a violation of the contract to lease.

The County will consider offers to lease up to a term of 50 years. The buildings and surrounding areas to be leased shall be leased "as is". The Lessee agrees to accept said property in its present condition. Furthermore, the property is being offered absolutely "as is", "where is" and "with all faults" as of closing without any representation or warranty whatsoever as to its condition, fitness for a particular purpose, except as specifically set forth in this proposal. The County specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, concerning the property, except as specifically set forth in this proposal. Lessee acknowledges that Lessee is offering for such property based solely upon Lessee's own independent investigations and findings and not in reliance upon any information provided by the County or its agents or contractors except as specifically set forth in this proposal. Without limiting the foregoing, Lessee acknowledges that the County has made no agreement to alter, repair, or improve any of the property. None of the information set forth in the property information materials or any other materials supplied by the County, its agents, employees or commissioners, encompasses conclusions of law; rather, that information is subject to the operation and effect of all applicable laws and legal consequences and to the legal rights of all persons and entities involved.

**Sub-lease of Facilities** – Lessee may be allowed to sublease facility with prior written consent of the County with the following stipulations:

- with Sublessor providing the same insurance coverages required of Lessor and providing County, in advance, with a Certificate of Insurance documenting such coverages are in place.

**Damages** – The Lessee shall promptly report any damage to adjacent facilities, property, streets, parking lots and sidewalks as a result of work performed under this contract. The Lessee shall be responsible for any such repairs needed.

**Earnest Money Deposit** - A deposit of \$5,000 is required with each proposal in the form of a bank check or certified check made payable to Boone County, Missouri.

Non-profit organizations may submit a proposal using the same format provided herein but need not include a deposit. No County funds are available for such organizations.

**Proposal response shall include an annual lease price.** Commencing on the first anniversary of the Effective Date of the Lease and on each anniversary thereafter during the Initial Term, the per annum lease price amount shall be increased, but not decreased, by the positive change in the Consumer Price Index, if any, as certified by the Missouri State Tax Commission for the immediately preceding calendar year. (For example, the CPI rate certified by the Missouri Tax Commission in 2019 shall be the increase amount for these lease purposes for the lease year that runs 7/1/20 – 6/30/21.) Said certified CPI rates can be found via the Missouri State Tax

Commission’s website, [www.stc.mo.gov](http://www.stc.mo.gov) under the “Clerk’s” tab. The only Consumer Price Index that will be used for this Lease is that rate certified by the Missouri State Tax Commission for the immediately preceding year.

**Background Check** – Each Offeror, including the principals thereof, and/or its assigns, may be subject to a background and credit check, which may be necessary to determine responsibility and responsiveness to all items required by this RFP.

## F. SPECIAL CONDITIONS

Below is a list of special conditions that will govern the lease of the property.

1. Prior written approval is required if you intend to make any building modifications or demolitions during the term of the lease.
2. The buildings are being leased “as is”. Upon termination of Lease, buildings are to be restored to usable, clean condition.
3. Insurance: Lessee shall be responsible for procuring before the commencement and during the term of this Lease any insurance as specified on the attached Boone County Insurance Requirements.
4. No subleases shall be granted for any adult-oriented businesses or conventions.
5. All development on the property will be subject to applicable zoning regulations, subdivision regulations, stormwater ordinances, building codes, fire codes as administered by the Boone County Fire Protection District, and other applicable laws and regulations governing the development of land. The offeror is advised to schedule and participate in a concept review meeting with Boone County Resource Management to ascertain the applicable requirements and how they may impact offeror’s plans for the property.
6. Any proposed annexation of all or a portion of the subject property will require the consent of the County Commission.
7. Going Dark / Maintenance of Property: Should the successful offeror cease to operate (“go dark”) for a period of 12-months or more, or should the successful offeror ever allow the property to fall into disrepair or otherwise permit nuisances to occur on the property (vegetation of excessive height, trash or debris permitted to accumulate, or other waste or harborages permitted to exist), the County may reenter the property to remedy the condition at the offeror’s cost and may declare a default under the terms of the land lease that will be entered into between the parties.

## G. INSTRUCTIONS

Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).

Delivery of RFP Responses: All RFP responses shall be **delivered before 9:00 A.M., Central Time, on January 8, 2019** to:

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

RFP responses must be submitted in a sealed envelope identified with the RFP number and date of closing. List the RFP number **01-08JAN19** on the outside of the box or envelope and note “Response to Request for Proposal enclosed.”

Bid Opening: RFP responses will be opened shortly after 9:30 a.m. on January 8, 2019 in the Boone County Government Center, Commission Chambers, 801 E. Walnut, Columbia, MO.

The following is a tentative schedule for the RFP process. Note times are central time:

- |  |                              |
|--|------------------------------|
| a. Issuance of Request for Proposal        | October 1, 2018              |
| b. Pre-Proposal Conference with site visit | October 12, 2018, 1:00 p.m.  |
| c. Deadline for Submitting Questions       | December 14, 2018, 5:00 p.m. |
| d. RFP Response Deadline                   | January 8, 2019, 9:00 a.m.   |
| e. Clarifications with Selected Offerors   | January - April 2019         |
| f. Award of Contract                       | May 2019                     |

RFP Response Preparations:

1. RFP responses shall be signed by an authorized representative of the firm. All information requested should be submitted. The Director of Purchasing will review all responses to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Responses which are substantially incomplete, or lack key information may be rejected as incomplete.
2. Response should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Responses should be organized in the order in which the requirements are presented in the RFP. All pages of the response should be numbered. Each response to *Section E – Terms, Conditions, and Proposed Services, #1-#12* should reference the corresponding requirement number in *Section E*. Repeat the text of the requirements as it appears in the RFP before each response. Information which the firm desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the response and designated as additional material. Responses that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
4. Each copy of the paper response should be bound or contained in a single volume where practical. All documentation submitted with the response should be contained in that single volume.
5. **Pre-Proposal Conference:** To assist interested firms in preparing a thorough response, an optional pre-proposal conference with walk thru of facilities has been scheduled for **October 12, 2018, at 1:00 P.M.** at the Central Missouri Events Center, 5212 N. Oakland Gravel Road, Columbia, Missouri. Offerors have the option to submit questions in advance. Representatives from the County will be available to answer questions. *Offerors are advised to do their own due diligence. Neither the County nor any of its agents or representatives is responsible for representations made regarding the physical condition of the site.* Additional inspections will be permitted for bona fide prospective Offerors at dates and times to be determined and agreed upon with the County. Contact Melinda Bobbitt, Director of Purchasing, Phone: (573) 886-4391 or E-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).
6. **Guidelines for Written Questions:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding this RFP, the evaluation, etc. to the buyer of record (contact information on cover page of RFP). Offerors and their agents may not contact any County employee other than the buyer of record listed on the front page of this RFP 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.

Questions shall be submitted in writing no later than 5:00 P.M., December 14, 2018 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, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a RFP. The responses and usage will become a part of a written addendum, which will be mailed or emailed prior to RFP opening.

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing  
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)

The County will not reimburse firms for any costs associated with the preparing or submitting of any RFP response.

7. Information provided in RFP responses will be considered proprietary and will not be divulged during the selection process. The successful firm's RFP will become public record after its acceptance by the County Commission. All responses 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.

#### **H. SELECTION OF LESSEE(S)**

Selection of the lessee(s) is subject to the best offer(s) received that adds value to the property and is determined to be in the best interest of the County. Selection may also be based on proposed use of property. The lease is subject to final approval of the Boone County Commission. The County reserves the right to reject any or all offers.

#### **Evaluation and Award Process:**

Boone County will select an evaluation team to review responses and to make a formal recommendation for award to the County Commission. 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 evaluation team will 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 (15 points)**

- Property Use
- Demolition and Renovation Plans with Timeline
- Compatibility of the proposed use with the surrounding area
- Public benefit of proposed use

- b. **Experience/Expertise of Offeror (15 points)**

- Financial Strength of Offeror
- Relative experience of the Offeror in similar redevelopment projects

Executive Summary  
References

**c. Proposed Annual Lease Price (70 points)**

After an initial evaluation process the County may choose to interview the Offeror or Offeror's designated representative. Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a location designated by the County. Attendance cost shall be at the Offeror's expense. The County will coordinate all arrangements and scheduling.

**I. NEGOTIATION OF CONTRACT**

**Competitive Negotiation of Proposals:** The Offeror is advised that the County reserves the right to either negotiate proposals received or to award a contract without such negotiations. If such negotiations are conducted, the following conditions shall apply:

The County may negotiate in person, in writing, or by telephone.

The County will negotiate only potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase.

Any features of the proposals, including but not limited to services, conditions, prices, methodology, or other may be subject to negotiation and 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.

This Request for Proposal's mandatory requirements are not negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the parties.

**J. APPENDIX**

- a. Cover / Response Page
- b. Boone County Insurance Requirements
- c. Area Data
- d. Boone County Survey



**COVER/ RESPONSE PAGE**

**PLEASE COMPLETE AND PLACE IN FRONT OF YOUR RFP RESPONSE**

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Web Site URL: \_\_\_\_\_

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

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the response to the RFP are true.

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

1. The annual long-term lease price for Parcel 1 – Central MO Events Center shall be: \$ \_\_\_\_\_

2. The annual long-term lease price for Parcel 2 – Former County Maintenance Building shall be: \$ \_\_\_\_\_

3. The proposed security deposit for Parcel 1 will be: \$ \_\_\_\_\_  
(complete if only proposing for Parcel 1)

4. The proposed security deposit for Parcel 2 will be: \$ \_\_\_\_\_  
(complete if only proposing for Parcel 2)

5. The proposed security deposit for combined Lease of parcel 1 and Parcel 2 will be: \$ \_\_\_\_\_

6. Any changes from the provisions of this Request for Proposal or to the Insurance Requirements shall be specifically noted here:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Proposed term of lease if other than fifty (50) years: \_\_\_\_\_

8. Desired start date of lease: \_\_\_\_\_

9. Attach an earnest deposit of \$5,000 in the form of a bank check or certified check made payable to Boone County, Missouri.

## APPENDIX B

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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.

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers 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 Workers 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.

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it 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 \$3,000,000.00 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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; non-owned and both on and off the site of work.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of

insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

**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). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**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.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201

## AREA DATA

### LOCATION

The City of Columbia is located in central Missouri at the intersection of Interstate Highway 70 and U.S. Highway 63. Columbia is midway between St. Louis and Kansas City, being approximately 125 miles from the center of each metropolitan area. Jefferson City, the state capitol, is located 33 miles to the south of Columbia.

### GOVERNMENT

The City of Columbia operates under a home rule (Council-Manager) form of government. The City has a zoning ordinance, building codes and a comprehensive city plan. The City Council is composed of the mayor and six ward representatives. The Council is the policy and lawmaking body for Columbia.

Columbia is the county seat of Boone County. The County is governed by a commission composed of three commissioners. The Commission oversees the budget and makes policy decisions pertaining to county government. The County maintains a planning and zoning program by use of a zoning ordinance, subdivision regulations and building codes.

### POPULATION AND WORK FORCE

The US Census Bureau estimated population in 2010 at 108,500 for the City of Columbia and 162,642 for Boone County. The Columbia population showed an increase of 28.36% from the 2000 Census estimate of 84,531. The 2015 census estimate is 119,108 persons. The population of Boone County increased 20.1% from the 2000 census of 135,454 to a total of 162,642. The county population is currently estimated at about 177,000.

The period from 1960 to 2000 was a time of dramatic population growth in Boone County. From 1960 to 1980 the population of Boone County changed from 55,205 to 100,376, an increase of 81.8%. This represents an average annual increase of 4%. The period from 1980 to 2000 indicated a change in population of Boone County from 100,376 to 135,454, an increase of 34.9%. This represents an average annual increase of 1.7%. The period from 2000 to 2010 represents an average annual increase of 2.8%.

### EMPLOYMENT AND ECONOMY

The unemployment rate in Columbia is consistently lower than state and national rates due to the diverse economic base of the area. The largest employment sectors in the Columbia MSA are education, services, government, and retail trade. The education sector includes the University of Missouri, Columbia's largest employer. The service sector includes a large healthcare and insurance component.

Below is a list of employers within the Columbia MSA that employ 500 or more people. An analysis of the most significant industries/sectors is provided after the list of employers.

Organization	Product/Service	Number of Employees
University of Missouri (MU)	Education	8,750
University Hospital & Clinics	Medical/Education	4,502
Columbia Public Schools	Education	2,524
Boone Hospital Center	Medical Care	2,000
City of Columbia	Government	1,360

<b>Harry S. Truman Veteran's Hospital</b>	Medical Care	1,400
<b>Veterans United Home Loans</b>	Mortgage Lending	1,442
<b>Shelter Insurance Companies</b>	Insurance	1,128
<b>MBS Textbook Exchange</b>	Education/Retail	851
<b>State Farm Insurance Companies</b>	Insurance	850
<b>Columbia College</b>	Education	766
<b>Joe Machens Dealerships</b>	Auto Sales	711
<b>Hubbell Power Systems, Inc.</b>	Manufacturing	580
<b>Kraft Foods</b>	Food Production	550
<b>State of Missouri (excludes MU)</b>	Government	502

### **HEALTH SERVICES**

With six major hospitals and approximately 1,256 hospital beds, Columbia has hospital facilities capable of serving a regional population of 450,000. The employed labor force working in medically related occupations includes over 1,000 doctors specializing in every medical field and over 2,200 registered nurses and over 660 licensed practical nurses.

Columbia's healthcare facilities include a major teaching hospital and children's hospital (University Hospital), one private community hospital (Boone Hospital Center), a veteran's hospital (Harry S. Truman Memorial Veteran's Hospital), a cancer treatment center (Ellis Fischel Cancer Center) a 60-bed rehabilitation hospital (Rusk Rehabilitation Center), a psychiatric care facility (Missouri Psychiatric Center) and a long term acute care hospital (Landmark Hospital of Columbia). Both the University and Boone hospitals recently expanded their facilities and programs. The University projects include three phases with a projected cost of \$850 million dollars. The Ellis Fischel relocation to the University of Missouri campus was completed in 2013. Boone Hospital completed a 920 space-parking garage and patient tower in 2013. The cost was \$120 million dollars. Boone Hospital recently completed the first phase of a south campus office facility. The south campus will include a 65,000 square foot main building, two 12,000 square foot buildings and a 35,000 square foot facility. Some of the building will be available for lease to health care professionals.

It is anticipated that Columbia's medical industry will continue to grow; due in part to a large referral practice conducted by central Missouri physicians. The medical industry not only provides an excellent level of health care for residents, but also has a positive impact on the economy. The Boone Hospital Center lease with BJC is up for renewal and the hospital is seeking proposals for a new management agreement. The University of Missouri Health Care system is considering a partnership, however, negotiations recently paused.

Recently Columbia is expanding the Health Services industry by attracting high-tech medical companies. Clinical Research Organization, BioPharma Services Inc. has recently chosen Columbia to open new facilities. Northwest Medical Isotopes recently revealed plans to invest \$50 million dollars to construct a radioisotope production facility at Discovery Ridge Research Park, which will bring 68 high-paying jobs to the region.

### **EDUCATION**

Education is Columbia's largest and most important employment sectors. Education accounts for a majority of the jobs in Columbia. The education system includes: one university, two liberal-arts colleges, trade schools, satellite locations of other colleges, the public-school system, parochial schools, and private schools.

The flagship campus of the University of Missouri is located in Columbia. The Columbia campus was established in 1839 as a land grant institution. The campus, which includes 1,358 acres of land, is located in the central sector of the city at the south edge of the central business district (“The District”).

At present, the University offers degree programs in 18 schools and colleges and maintains an enrollment of over 30,000. The enrollment has grown significantly over the past 10 years but has declined since 2015. The 2018 freshman class is projected to stabilize or increase slightly; however, it will be smaller than the 2018 graduating class, thus, total enrollment will likely decline again.

Significant cuts in enrollment and funding have been met with reductions in staff and course offerings. Additional cuts to staff/programs are projected for Fall 2018. The University is making significant strides to improve the situation with changes in administration including a new chancellor and president.

In the near term, the funding cuts and lower enrollment will adversely affect most segments of the local economy to some extent. Real estate will not escape the effects. Student oriented businesses and student housing are projected to be the most directly impacted, however, all segments will be affected to some extent. Staff reductions and uncertainty will adversely affect the single-family home market to some degree.

Vacancies for Fall 2017 have increased while future rates will be dependent on the extent of enrollment declines and new apartment construction.

The number of students enrolled at the University of Missouri for the last seven years is as follows:

**Historic:**

<u>MU Fall Enrollment</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Campus Total	32,415	33,805	34,748	34,658	35,441	35,448	33,266	30,870
Increase (%)	3.77%	4.29%	2.79%	-0.26%	2.26%	0.20%	-6.16%	-7.20%

Enrollment had previously been projected to continue increasing through 2019, however as of August 23, 2016, the Fall 2016 enrollment was 2,182 students lower than 2015. The decline is due to a combination of factors including shrinking freshman class size, including smaller high school class sizes, increased recruiting from other universities, and campus turmoil in the Fall 2015. Further declines occurred in 2017.

Columbia College, a private college founded in 1851, is located at the north edge of “The District”. The Columbia campus currently maintains an enrollment, including evening and extended studies students, of 16,946 students. The total annual enrollment including day, evening, nationwide campuses, online campus, and graduate studies is about 27,500. Thirteen major programs offered at Columbia College include art, business administration, criminal justice administration, education, administration, psychology, and social work. Fall 2017 enrollment is expected to grow about 10% with about 1,050 traditional students. The college recently received approval for a four-story classroom and residence hall.

Stephens College is a private women’s college located at the east edge of “The District”. Established in 1833, the college has a current enrollment of 866, including graduate and

continuing studies programs. The residential student population is 700. The college offers programs for business administration, radio-TV-film, fashion, legal assistants, and equestrian science. Moberly Area Community College, Bryan College, William Woods University, and Central Methodist University have Columbia campuses.

The Columbia Public School District includes 21 elementary, 6 middle schools and 4 senior high schools, and an area vocational school. Battle High School opened in 2013. Over 18,170 students were enrolled in the 2016-2017 school year, and over 2,000 faculty and staff members are a part of this system. The school district has an AAA rating, the highest possible in Missouri, and is recognized for excellence on a regular basis both state and nationwide. According to the Missouri State Board of Education there are 12 non-public schools in Columbia with an enrollment of over 1,200 students. In 2012, Father Tolton Catholic High School completed construction in south Columbia on Gans Road west of Highway 63. Columbia Independent School purchased and renovated a former office building for school use in 2009. There is a total of 17 private and parochial schools.

### **INSURANCE**

The insurance industry has a significant role in Columbia's economy. Columbia is the corporate headquarters of Shelter Insurance and the regional headquarters of State Farm Insurance. In 2004-05 State Farm relocated several jobs to Columbia as a result of closing offices in Monroe, Louisiana. They added 188 jobs in 2004, and 180 in the first half of 2005, plus another 60 unrelated training jobs. Other insurance companies operating in Columbia include Columbia Mutual Insurance Company and Missouri Employers Mutual Insurance Company.

### **INDUSTRY AND MANUFACTURING**

The manufacturing sector continues to represent a decreasing percentage of Columbia's economic base. According to the Missouri Economic Research and Information Center, about 4% of the employed labor force in Boone County is employed in manufacturing.

The largest industrial employers in the area include: Hubbell/Chance Co, Columbia Foods (Oscar Mayer), Square D Company, Watlow Electric, Dana Corporation, EAG Laboratories, Inc., 3-M Company, Otsccon, and PepsiCo.

A majority of Columbia's industrial base is made up of "clean" industry. There are very few "smokestack" type industries operating here. Our market has had difficulty, along with the region, in securing larger manufacturing concerns and the local economic development corporation is focusing on the recruitment of technology or knowledge-based employers that can benefit from a relationship with MU.

American Outdoor Brands Corporation, a leading provider of quality products for shooting, hunting, and rugged outdoor enthusiasts, announced March 2 plans to potentially establish a national distribution center in the Columbia area of Boone County, Missouri. Under the plans, the company would break ground on the new 500,000 sq. ft. facility in the next several months. The company's plans to establish the new facility in Boone County are contingent upon the approval of incentives, completion of due diligence, and the finalization of agreements related to other terms and conditions.

On February 6, 2017, the Columbia City Council unanimously approved the Purchase and Sale Agreement of the city-owned Missouri state certified Sutter Industrial Site to AOD-MO Holdings, LLC. Affiliates of AOD-MO Holdings, LLC are the leading producers of store-brand organic milk and butter for U.S. retailers and is headquartered in Boulder, Colorado.



With this purchase and capital investment, AOD-MO Holdings, LLC will construct an approximately 80,000 square foot dairy processing facility including warehouse distribution of their product. The first phase of the project will include a capital investment of \$89 million in building and equipment. It will also create 100 or more full-time positions that pay an average wage above the Boone County average wage of \$36,225/annually (plus benefits). The project includes plans for an expansion anticipated within the first five years of operation that would bring an additional \$50 million capital and add an additional 40 or more full-time positions.

### **RETAIL TRADE**

Approximately 13% of the employed labor force works in the retail sector. Columbia serves as a regional shopping center for mid-Missouri and has tremendous buying power within its own population. Sales growth slowed in 2008 due to the recession and expansion of shopping facilities in other central Missouri towns, such as Jefferson City, but has resumed increases since 2010. The trend in taxable sales, which are tabulated by the MO Department of Revenue, provides a good indication of the growth in this sector. A summary of taxable sales for Columbia, published by the City of Columbia for the last 6 years, is provided. Note: These figures are not adjusted for inflation.

<b>Year</b>	<b>Taxable Sales</b>	<b>\$ Increase</b>	<b>% Increase</b>
2010	\$1,959,805,400	\$38,000,700	1.98%
2011	\$2,074,241,900	\$114,436,500	5.80%
2012	\$2,173,169,500	\$98,927,600	6.00%
2013	\$2,255,243,500	\$82,074,000	3.78%
2014	\$2,342,346,600	\$87,103,100	3.86%
2015	\$2,380,852,200	\$38,505,600	1.64%
2016	\$2,431,853,000	\$51,000,800	2.14%

### **CONVENTION AND TOURISM TRADE**

Columbia maintains a strong convention trade due to its strategic geographic location within the state and the facilities it offers for lodging and convention type business. There are four exhibition facilities and numerous hotels with meeting facilities.

The Columbia hotel/motel market includes a total of 37 hotels/motels with 3,555 guestrooms. The most recent completed new construction in the local market is the Candlewood Suites, which was recently completed just north of Clark Lane. This extended-stay hotel includes 96 rooms. The Holiday Inn Express and Suites, was constructed in 2014 at the Stadium Boulevard and Highway 63 interchange. This hotel includes 121 rooms. The Broadway Columbia, a Doubletree hotel located downtown was completed in 2014 and includes 114 guestrooms. A Best Western Plus was opened in 2015 at the Highway 63 and I-70 interchange. This hotel had formerly been a Comfort Inn but had been closed in recent years. A Springhill Suites is currently under construction north of Clark Lane and this hotel will include 82 rooms. A TownPlace by Marriott is under construction at the Highway 63 and Gans Discovery Parkway interchange and this hotel will include 96 rooms. The Howard Johnson Inn located on I-70 Drive Southeast was recently razed and construction of a new Drury Inn & Suites with 210 rooms is ongoing at a cost of approximately \$9 million. The Baymont Inn & Suites located at 801 Keene Street recently converted to a Quality Inn.

Columbia's tourism trade is supported by college events such as sports and graduation, and by other events such as the annual Show-Me State Games and Special Olympics state games (both multi-sport competition with participants from throughout the state) and the Roots and Blues and BBQ festival.



One measure of the health of Columbia's convention and tourism trade is the tax collected for the Convention and Tourism Fund. This room tax was increased in January 2000 from 2% to 4%, and again in January 2017 to 5% of all receipts from the rental of any sleeping accommodations at hotels or motels. A summary of the tax for 2010 through 2016 follows. Annual reporting is on a fiscal year of October 1 to September 30 for the City of Columbia.

YEAR	TAX REV	\$ CHANGE	% CHANGE	GROSS ROOM REV
2010	\$1,799,349	\$77,570.00	4.5%	\$44,983,723
2011	\$1,939,309	\$139,960.00	7.8%	\$48,482,725
2012	\$1,968,362	\$29,053.00	1.5%	\$49,209,050
2013	\$2,154,762	\$186,400.00	9.5%	\$53,869,052
2014	\$2,328,765	\$174,003.00	8.1%	\$58,219,125
2015	\$2,491,275	\$162,510.00	7.0%	\$62,281,875
2016	\$2,496,674	\$5,399.00	0.2%	\$62,416,850

Based on an STR report provided by the Columbia Convention and Visitors Bureau, the overall occupancy rate for hotels/motels in Columbia was 59.0% for 2016 vs. 56.5% for 2015. The ADR was \$88.57 for 2016 vs. \$86.97 for 2015. RevPAR was \$52.23 for 2016 vs. \$49.13 for 2015.

#### COMMERCIAL DEVELOPMENT

Permits for commercial construction activity during the last six years, as tracked by the Columbia Community Development Department, are summarized below.

YEAR	New Non-Residential CONSTRUCTION		NON-RESIDENTIAL ADDITIONS AND ALTERATIONS	
	PERMITS	AMOUNT	PERMITS	AMOUNT
2010	33	\$20,778,190	218	\$42,349,821
2011	42	\$19,058,403	164	\$46,905,325
2012	35	\$58,015,303	197	\$40,782,599
2013	41	\$55,653,531	251	\$60,808,332
2014	36	\$59,173,040	211	\$53,652,668
2015	57	\$49,635,694	213	\$71,644,778

#### HOUSING DEVELOPMENT

As of the 2010 Census, the City of Columbia included 46,758 total housing units. Total housing units increased from 35,916 in 2000, an average annual increase of 3%. While total sales appear to have stabilized over the past three years, new home sales and permits have declined somewhat. New home sales in 2017 were the lowest since 2011. As interest rates and development costs increase, new home sales for 2018 are expected to decline again and total home sales may decline somewhat over the next few years.

#### COLUMBIA APARTMENT MARKET

Moore and Shryock conducts a survey of the Columbia apartment market every year. The Fall 2017 report indicated the following vacancy rates.

<u>Market Sector</u>	<u>Vacancy Rate</u>
Conventional	5.66%
Student Downtown	5.64%
Student Off-Campus	23.18%

The 2017 survey included 65 apartment complexes within the Columbia market. These complexes comprise two distinct market segments: the conventional market and student market. Each of which contain sub-sectors which were analyzed in the survey. The student complexes are defined as those that are purpose-built for this use and offer amenities that are attractive to this segment of the market. Twenty-three complexes in this survey were defined as student complexes. The remainder were defined as conventional complexes.

The off-campus student sector had the highest vacancy rate and the southwest sector of the conventional market had the lowest vacancy rate. The student market had the highest number of units added in the last two years. Many units were added to the downtown sector and it continues to capture a higher percentage of the market demand.

The off-campus student market showed a significant increase in vacancy over the last three years. During this period, the downtown sector has increased supply and captured a larger share of the overall student market, maintaining a relatively low vacancy rate compared to the off-campus sector. Some off-campus units have continued to have strong occupancy while some have struggled. The downtown student sector added about 1,400 beds to the market in the fall of 2017. These additional units came on-line in the face of two years of declining enrollment at the University of Missouri. The MU enrollment is projected to stabilize or increase somewhat in the Fall of 2018 and development of new units targeted for students is minimal. However, the graduation of one of the larger MU classes with replacement by a significantly smaller sophomore class will further adversely impact the apartment market.

Additional market rate apartments are also being added. The 2018 vacancy rates are expected to increase.

### **COST OF LIVING INDEX**

The Columbia, MO MSA index averaged near 95% for several years. This rate is higher than Kansas City, Springfield, and St. Louis. Columbia's cost of living is below the U.S. average due in part to the affordability of housing.

### **SUMMARY AND OUTLOOK**

Overall, Columbia is a prosperous community and an appealing place to live. The city's economic success is indirectly supported by its exceptionally high quality of life. There are a wide variety of cultural, social and recreational opportunities available to visitors and residents.

The economy of Columbia is generally stable due to the diversity of industries, which comprise the base. The government sector is large, and these jobs are generally affected less by business cycles than manufacturing and retail sectors. The medical and insurance industries are also reasonably stable. The stability of these industries filters into other businesses and job sectors, and the real estate market in general. The lower enrollment at the University of Missouri will adversely impact the local economy to some extent over the next few years.

In the future, we expect additional population growth as new job opportunities develop. Columbia's strategic location, economic stability, quality of life, and non-union orientation will continue to attract new employers over the long term.

### **MARKET CONDITIONS SUMMARY-1ST QUARTER 2018**

According to the January Beige Book for the Eighth District economic conditions have continued to improve at a modest pace since our previous report. Labor market conditions remain tight, the pace of hiring remains slow, while wage growth has been moderate. Reports on consumer spending were positive. Residential real estate conditions have improved modestly after a few months of sluggish home sales. District bankers reported moderate loan growth across most categories. Price pressures have increased moderately. Reports from general retailers, auto dealers, and hoteliers indicate consumer spending has grown modestly since our previous report. November real sales tax collections increased. Most manufacturing contacts expect conditions in 2018 to be similar to those in U.S. GDP is forecast to range from 2.2% to 2.8% with a midpoint of 2.5% in 2018. If tax changes provide a boost to growth 2018 real GDP may trend to the upper side of the range. This is the 10th year of economic expansion and GDP has averaged about 2.1% per year.

The Wells Fargo Housing Market Index (HMI) rose 5 points to 74 in December. This index is now at an 18-year high. Recession remains a low probability in the next few months. It appears likely the Federal Open Market Committee will raise short term interest rates three times in 2018.

Commercial property owners are the biggest beneficiaries of the tax bill. The 1031 exchange provision remains in place. Commercial landlords will still be entitled to a full mortgage interest deduction, in addition to benefiting from the reduced corporate tax rate of 21%. The bill also reduces the depreciation period for multifamily and commercial properties to 25 years. The new plan will likely be a net positive for the multifamily sector by discouraging home ownership.

The current 4.1% unemployment rate is indicative of a labor market that continues to tighten. Meanwhile, hiring, though strong, has been slowing since 2015.

Because the new economy is built on technology it will change the commercial real estate sector forever. Many brick and mortar stores are struggling to stay afloat as customers are increasingly choosing to make online purchases. Many retail properties are in prime locations and can easily be repurposed. E-commerce is propelling demand for warehousing in some locations. Situs RERC survey respondents did not predict much change in the CRE values in the next year as 80% said CRE values would remain the same, and 20% predicted a 1% increase. More respondents felt that the CRE price growth over the past recovery cycle will continue in 2018 and that the eventual correction in values will be minimal.

In Columbia, the local economy is buoyed by the number of persons employed by the University of Missouri, other state supported institutions, the medical industry and the insurance industry. At present, the University offers degree programs in 18 schools and colleges and maintains an enrollment of over 30,000. The enrollment has grown significantly over the past 10 years but has declined since 2015. The 2018 freshman class is projected to stabilize or increase slightly; however, it will be smaller than the 2018 graduating class, thus, total enrollment will likely decline again. Significant cuts in enrollment and funding have been met with reductions in staff and course offerings. Additional cuts to staff/programs are projected for Fall 2018. The University is making significant strides to improve the situation with changes in administration including a new chancellor and president.

In the near term, the funding cuts and lower enrollment will adversely affect most segments of the local economy to some extent. Real estate will not escape the effects. Student oriented businesses

and student housing are projected to be the most directly impacted, however, all segments will be affected to some extent. Staff reductions and uncertainty will adversely affect the single-family home market to some degree. Vacancies for Fall 2017 have increased while future rates will be dependent on the extent of enrollment declines and new apartment construction.

As the U.S. economic recovery gains momentum, most commercial markets have improved. The volume of land sales with commercial development potential has improved. There have been additional land sales for single-family residential development in 2017 as residential lot absorption continues at a steady pace and a backlog of cheaper lots has been absorbed. A strong demand for lots and small acreage home sites outside the city limits continues.

Land suitable for multi-family or student housing was in strong demand until 2016, especially in "The District", however, the number of units under construction, combined with significant declines in enrollment at MU, has softened demand. Based on interviews with commercial brokers, demand for downtown land suitable for large multi-family projects has declined significantly due to the current market trends and uncertainty regarding the new development code. These same brokers indicated remaining interest is at considerably lower land prices than experienced through 2015.

Commercial improved property sales and leasing are reasonably strong. Appealing listings of commercial property are limited. The Plaza Commercial Realty 2017 Market Report indicates increases in occupancy for office and decreases for industrial markets. Retail occupancy remained stable. All remain below the national averages.

Nationally cap rates for most property segments declined since 2015 and projections are for stabilization through 2018. Higher interest rates are forecast to have more impact on deal volume than cap rates in 2018, but further interest rate increases could put upward pressure on cap rates.

Apartments have been the strongest segment both locally and nationally for the past few years and expansion of this market has continued through 2017. There were several student-oriented complexes that opened in August 2017. The new apartments delivered included downtown student housing (1,400+ beds) and market rate units in the southwest and southeast areas. Demographics of increasing population, young people entering the housing market, increasing immigrants likely to lease, and the increasing number of single person households all will have a positive effect on the future apartment market, however, declines in MU enrollment will likely offset gains in the next few years.

The local retail market has improved. Most national sources expect a stabilization of this sector through 2018. Online sales are adversely affecting growth of city revenue and the city's ability to fund operations.

The retail and office space in The District (downtown business district) has experienced improved occupancy and increased rents. There have been more sales of improved properties for office or retail use. The retail market segment will be directly impacted by MU enrollment declines.

The demand for office space within The District remains relatively stable with governmental and financial institutions providing a stable base. Trends of less space per employee and more efficient use of space are likely to continue. Squeezing more people into less space will put structural stress on office building systems and public parking.

The general office market has been generally steady with limited new product coming on line. Demand by Veterans United, the largest local employer, has absorbed significant available supply. Medical office space in the local market continues to be in average demand however,

some projects are taking a wait and see approach regarding the future of Boone Hospital's operator. There are a few vacancies within medical office buildings in the local market.

The manufacturing/warehouse market is steady. While there has been growth in the industrial sector nationwide, locally there has been limited new development. Sources are indicating an improvement in leasing demand due to the improvement in the economy. While our market has had difficulty, along with the region, in securing larger manufacturing prospects, several older industrial buildings have sold, and several larger tracts of industrial land have been absorbed for new development.

American Outdoor Brands Corporation, a leading provider of quality products for shooting, hunting, and rugged outdoor enthusiasts, announced March 2 plans to potentially establish a national distribution center on about 180 acres east of Columbia in Boone County. Plans call for the company to break ground on the new 500,000 sq. ft. facility in the next several months. The company's plans to establish the new facility in Boone County are contingent upon the approval of incentives, completion of due diligence, and the finalization of agreements related to other terms and conditions.

On February 6, 2017, the Columbia City Council unanimously approved the Purchase and Sale Agreement of 100 acres of the city-owned Missouri state certified Sutter Industrial Site to AOD-MO Holdings, LLC. Affiliates of AOD-MO Holdings, LLC are the leading producers of store-brand organic milk and butter for U.S. retailers and are headquartered in Boulder, Colorado.

With this purchase and capital investment, AOD-MO Holdings, LLC will construct an approximately 80,000 square foot dairy processing facility including warehouse distribution of their product. The first phase of the project will include a capital investment of \$89 million in building and equipment. It will also create 100 or more full-time positions that pay an average wage above the Boone County average wage of \$36,225/annually (plus benefits). The project includes plans for an expansion anticipated within the first five years of operation that would bring an additional \$50 million capital and add an additional 40 or more full-time positions. Columbia ranked 4th among Missouri cities in 2016 with the most rentals and income for homeowners offering either one room or an entire house to out of town guests through Airbnb. The median Airbnb income for Columbia hosts was about \$2,200 or \$422,000 total. The local hotel market has experienced expansion of new facilities as some older properties struggle. A Drury Inn is under construction and an expansion of the Broadway Hotel downtown is planned. While long-term prospects for the area are good, the decline of MU enrollment and funding cuts will adversely impact the local economy to some extent over the next few years.

#### **NEIGHBORHOOD DESCRIPTION**

The subject property is located east of Highway 63 and Oakland Gravel Road and north of Starke Avenue at the northeast edge of the City of Columbia. The subject neighborhood is defined as those properties located along the Highway 63 corridor north of the Vandiver Drive interchange to the Wagon Trail Road overpass north of the subject. Said interchanges include (from north to south) Prathersville Road, Brown School Road, Route B, and Vandiver Drive.

The Prathersville Road interchange with Highway 63 includes mixed commercial uses. The northeast quadrant, with access from Masonic Drive, is developed with three fraternal related buildings that are office or institutional type use. There is also some undeveloped land zoned for office and residential uses in this area. The southeast quadrant and southwest quadrants are owned by Boone County and used for institutional uses including a juvenile detention facility and the former county Central Missouri Events Center. The northwest quadrant is developed with a Case farm implement dealership and some second-tier industrial uses.

Prathersville Road is a one-mile, two-lane, corridor between Range Line Street and Oakland Gravel Road. This area of mixed development includes residential, industrial and other second-tier commercial land uses. Developments along Prathersville Road include a retail strip center with a gas/ convenience store located at the corner of Prathersville Road and Range Line, a fitness center located in an older shop / warehouse building, an automotive repair business, a beer brewing facility and a Boone County Fire District station. There is also a large, multi-tenant office / warehouse building on Tower Drive toward the east end of the Prathersville Road corridor west of Highway 63. Commercial occupancy in the area is stabilized. Overall, Prathersville Road is a mixed-use corridor with residential and second-tier commercial land uses. While there are several tracts of industrial land for sale in the area, there has been recent sale and construction activity to suggest demand for the land is improving. At the east end of the corridor near Oakland Gravel Road is the former Boone County Central Missouri Events Center (subject). Cottonwoods RV Park is located on the east side of Oakland Gravel Road adjacent to the subject's northwest corner and includes a 97 pad RV park and campground.

Continuing south on Highway 63, the Oakland Gravel Road/Brown School Road interchange includes institutional uses in the northwest and northeast corners including the county jail and former Central Missouri Events Center with a few smaller commercially zoned, but largely undeveloped, tracts closer to the corners. The subject property is located in the northeast quadrant of this interchange on the east side of Oakland Gravel Road and north of Starke Avenue.

Route B is a major thoroughfare providing access from downtown through northeast Columbia, with traffic volumes ranging from approximately 13,000 to 20,000 cars per day. Route B, north of Highway 63, was widened to five lanes with existing development consisting of primarily sales/service and industrial type uses including Quaker Oats, 3M, Schneider Electric, Mid-City Lumber Co., Tractor Supply, and Kraft Foods/Oscar Mayer. A considerable amount of vacant land remains available along the east side of Route B north of Highway 63. The southern section of Route B, south of Highway 63, has also been widened. Commercial properties along this part of Route B are retail and service oriented. Some of the commercial uses south of Highway 63 include an Orscheln Farm and Home, Landmark Bank, Linweld, Midwest Block & Brick, RSC Rental Equipment, and UPS Freight.

The Vandiver Drive interchange includes a significant amount of vacant land, as well as a mix of commercial and residential uses. The west side of Highway 63 includes most of the existing development, with the Centerstate project anchored by Bass Pro Shops retail store and Menard's home improvement store, both located south of Vandiver, and residential and office-oriented uses north of Vandiver. The east side of Highway 63 is undeveloped; however, most of the land outside of the Hinkson Creek floodplain already has entitlements in place to permit additional commercial development. A 70-acre tract sold in the last two years at the southeast quadrant of Vandiver and Highway 63 and a 7-acre tract sold in the last three years at the northeast quadrant of the same intersection. No development has occurred on either tract. Both sites were purchased by investors. The I-70 and Highway 63 interchange is about one mile south of Vandiver. While most other Highway 63 interchanges within the city are near fully developed, considerable other vacant land along Highway 63 exists near the south city limits at the Gans Road interchange. This land would compete with the subject location to some extent but is generally considered superior in location.

The subject neighborhood is best described as a destination oriented, mixed use, neighborhood with mostly scattered public institutions, a few destination retail uses at prominent corner locations, offices, and considerable vacant land (much of which has infrastructure and entitlements in place). Demand for other retail and office use is projected to be weak. While some evidence of multi-family development exists further south along the corridor, demand for such use closer to the subject is projected to be weak. There has been recent demand for larger tracts



for light industrial use in the west part of the neighborhood and along Route B and Route Z. Future development is expected to be limited in the near term despite the availability of land, improving economy, and improving demand for properties further south of the subject. The Columbia CATSO major Roadway plan shows extension of Prathersville/Waco Road extending east to Route Z and I-70 which would improve access throughout the neighborhood, but the time frame for development is likely be several years.

#### **LOCAL INDUSTRIAL LAND MARKET**

Columbia benefits from its centralized location and association with one of nation's top universities; however, until the past two years, the local market has experienced nominal demand for new industrial development. A summary of industrial land sales in Columbia over the past 8 years is summarized below.

<b>Date</b>	<b>Location</b>	<b># of Acres</b>	<b>\$/Acre</b>	<b>Rail</b>
2009	Route Z	22	\$10,000	No
2011	Leupold Court 10		\$18,000	No
2011	Trade Winds Parkway	113	\$13,000	No
2011	Brown Station Road 50		\$8,000	Yes
2012	Rangeline Road S. of I-70	14	\$18,557	No
2013	Tower Drive 3.46		\$40,462	No
2013	Paris Road	4.3	\$45,000	No
2014	Confidential >75		\$8,000	No
2016	Trade Winds Parkway	30.24	\$13,000	No
2016	N. 763 134		\$11,190	No
2017	Route Z	22	\$22,000	No
2017	Route Z 186		\$15,000	No
2017	Waco	103	\$20,000	No
2017	Tower Drive 11		\$32,727	No

The three properties that sold in 2011 were tracts of land that had been developed as industrial subdivisions with most of the necessary infrastructure already in place. Each of these tracts were bank-owned and were sold at auction after foreclosure. In an interview with the former listing agents most thought the sale prices were below market value. Market conditions have improved since 2011, however, there has been minimal development on the 2011 sale tracts.

The small industrial tracts provide limited comparability to a larger tract such as the subject, but two small tracts (<10 acres) are considered herein as support of the overall volume and type of market activity that has occurred since the end of the recession. The two 2013 sale tracts sold to end users for prices over \$40,000 per acre. Several smaller tracts similar to these sales remain available in the market. Considering the market trends, supply, and demand, the larger subject parcel will command significantly lower unit values compared to these sales. More recent sales of larger tracts support a reasonably strong demand at prices below \$20,000 per acre.

We have also considered the number of active listings currently competing with the subject in the local market. A partial list of the properties and their respective sizes and list prices are noted on the following page. Additional land with industrial potential exists but is not presently listed on the open market. Also, similar land in surrounding smaller towns is available at prices of \$20,000 per acre or less.

The listings are comprised of land in all different phases of development, with most of the lots having the necessary infrastructure in place to permit immediate development; however, some of the larger tracts will require extension of public utilities and/or additional off-site improvements before development would be permitted. The smaller lots are located in various developments throughout the Columbia market.

<b>Certified Sites</b>		
<b>Location</b>	<b># of Acres</b>	<b>\$/Acre</b>
Heller Road 109		\$21,344
Highway 63 & Discover Parkway	115	\$2.30 (per s.f./lease)
<b>Other Sites Listed</b>		
<b>Location</b>	<b># of Acres</b>	<b>\$/Acre</b>
<b>North</b>		
5000 Paris Road Hinshaw East	81	\$30,000
Singleton Road (Centralia)	48	\$15,000
5001 Paris Road Hinshaw West 26		\$36,538
11507 Route B (Hallsville) 200		\$15,000
Cartwright Park (Ashland)	380	N.A.
Heller Road 174		\$19,388
<b>East</b>		
I-70 Drive SE & Route Z	22	\$196,020
<b>South</b>		
Meyer Industrial Drive	60.5	\$76,104
696 Highway UU	135	\$105,000

There are currently two Missouri Certified Sites available including: 109 acres also in northern sector at Brown Station Road and Heller Road (Ewing Industrial Park/Lender); and 123 acres in the southern sector at Highway 63 and Discovery Parkway (University of Missouri). Site certification provides a standardized tool by which both development professionals and businesses can review prospective sites for compatibility with their development needs. Economic development sources indicated that those sites that are not certified are at a considerable disadvantage when competing against other sites that are certified.

Most of the listed tracts have been marketed for an extended period of time and have received nominal interest. The list price of some parcels has been lowered over the past two years. Activity for this type of land has increased recently, with roughly 450 acres being purchased for three developments. This absorption level is in stark contrast to the prior 10-year rate and is due in part to improvement in the overall economy, lower land prices, and strong industrial development efforts by REDI.

As supported by the data available, there is a limited, but competitive/active, market for the smaller (<5 acres) tracts, which is primarily comprised of local buyers/end-users that have purchased the tracts for immediate development. Sales prices for these smaller tracts has increased somewhat, but volume remains low.



Although there have been recent large sales for immediate development, the long-term average absorption by end industrial users is lower. Based on local sites marketed publicly, a total of about 1,400 acres are available. These sites range in size and do not include the subject property. Five tracts are over 100 acres. The past 10-year absorption rate is estimated at about 80 acres per year, however, it is unknown if this rate can be sustained. Roughly one-half of this absorption occurred in the past two years. At a rate of 80 acres per year the present availability would supply the market demand for about 17 years. Considering the industrial market trends, demand for industrial land has fluctuated significantly over the past ten years. The most recent sales of larger industrial tracts have sold at prices significantly below the historical list prices for similar land.







## FACILITY USAGE AGREEMENT

**THIS AGREEMENT** dated the 25<sup>th</sup> day of June 2019, is made between **County of Boone, Missouri** 801 E. Walnut, Room #333, Columbia, Missouri 65201 (County) and **United Parcel Service, Inc.**, (UPS), c/o Kevin Stoelting, UPS Real Estate Director, 55 Glenlake Parkway NE, Atlanta, GA 30328.

**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 Facility Usage Agreement, RFP #01-08JAN19, Addendums #1, #2, #3, and UPS's RFP Response with Clarification #1 and #2, signed by Kevin Stoelting. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Facility Usage Agreement shall prevail and control over the other incorporated documents.

2. **Term** – The term of this Agreement shall begin on **January 1, 2020 and run through December 31, 2022, a three-year period**. The parties may by written, mutual agreement extend this Agreement for subsequent, one-year periods.

3. **Rent and Annual Rental Adjustments** – The monthly rent shall be paid to County of Boone, Missouri, c/o Boone County Purchasing, 613 E. Ash Street, Columbia, MO 65201 in annual or semi-annual (twice per year) installments, at UPS's option, and shall be paid as follows:

- a. Year 1 (1/1/2020 – 12/31/2020) annual rate: \$11,251.93
- b. Year 2 (1/1/2021 – 12/31/2021) annual rate: \$11,589.48
- c. Year 3 (1/1/2022 – 12/31/2022) annual rate: \$11,937.17

Should the County renew in years 4 and 5, annual rates will be as follows:

- d. Year 4 (1/1/23 – 12/31/23) annual rate: \$12,295.28
- e. Year 5 (1/1/24 – 12/31/24) annual rate: \$12,664.14

For any renewal period beyond Year 5, the prior year's annual rent for the next year shall be increased, but not decreased, by the positive change in the Consumer Price Index, if any, as certified by the Missouri State Tax Commission for the immediately preceding calendar year. Said certified CPI rates can be found via the Missouri State Tax Commission's website, [www.stc.mo.gov](http://www.stc.mo.gov) under the "Clerk's" tab. The only Consumer Price Index that will be used for renewals beyond Year 5 is that rate certified by the Missouri State Tax Commission for the immediately preceding year.

4. **Demised Premises** – The Demised Premises are depicted in Exhibit "A" attached hereto and shall be used for trailer staging. UPS shall prepare the Demised Premises for use as a trailer staging area, it being understood that the area is provided in "as-is" condition.

5. **Non-Exclusive Usage of Demised Premises** – UPS shall quietly enjoy full use of the Demised Premises during the entire term of this Agreement, with the exception of a 14-day

period in December of each year to be designated by Mortgage Research Center, LLC, d/b/a Veterans United Home Loans, (VU) for purposes of their annual holiday party. At the other times throughout the year, VU may approach UPS about coordinating the use of all or a portion of the Demised Premises to accommodate other activities on the property, however UPS shall have priority use to the entire Demised Premises except for the 14-day period that VU designates in December of each year during which a portion of the Demised Premises shall be shared with Veteran's United on terms and conditions mutually-agreed between UPS and Veteran's United.

6. **Insurance** – UPS shall carry public liability insurance on the Demised Premises and shall name Boone County as additional insured under that policy. Said insurance shall be at the following minimum amounts: Workers Compensation coverage per Missouri statutory limits; Commercial General Liability in an aggregate amount of \$3,000,000; and Automobile Liability in an aggregate amount of \$3,000,000.

7. **Indemnity** –To the fullest extent permitted by law, UPS 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 UPS, of any UPS subcontractor, of anyone directly or indirectly employed by UPS or by any UPS subcontractor, or of anyone for whose acts UPS or any UPS subcontractor may be liable, in connection with this Agreement. This provision does not, however, require UPS to indemnify, hold harmless, or defend the County of Boone from its own negligence.

8. **Maintenance, Damage to Premises** – UPS shall maintain the Demised Premises at least annually to repair any usage damage, wash-outs, or other erosion such that the Demised Premises shall remain suitable for a trailer storage area and in a neat, clean, and orderly manner. UPS will be responsible for any additional gravel or leveling equipment necessary to keep the Demised Premises in good repair.

9. **Authority of Signatories** – Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

10. **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

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

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

**United Parcel Service, Inc.**

**Boone County, Missouri**

By:

DocuSigned by:  
*Kevin Stoelting*

E3370FC1E107403...  
\_\_\_\_\_  
Kevin Stoelting  
Corporate Real Estate Manager

By:

DocuSigned by:  
*Daniel K. Atwill*

BA4B934CED6E4EB...  
\_\_\_\_\_  
Daniel K. Atwill, Presiding Comm.

ATTEST:

DocuSigned by:  
*Brianna L. Lennon by MT*

7D82DA986BF6495...  
\_\_\_\_\_  
Brianna L. Lennon, County Clerk

Approved as to Legal Form:

DocuSigned by:  
*Charles J. D'Amore*  
by: *[Signature]*

56E0A0DDB0AC445...  
\_\_\_\_\_  
County Counselor

Acknowledged for Budgeting Purposes:  
Revenue to: 1190-3822

DocuSigned by:  
*June E. Pitchford by jj*

4147B4E3F1C847D...  
\_\_\_\_\_  
June E. Pitchford, County Auditor

**ATTACH EXHIBIT A SHOWING DEMISED PREMISES**

**Boone County Fairgrounds**



**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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.

**Employers Liability and Workers Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers 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 Workers 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.

**Commercial General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it 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 \$3,000,000.00 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

**Business Automobile Liability –** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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; non-owned and both on and off the site of work.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.



**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). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**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.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201

**BOONE COUNTY - MISSOURI**

**PROPOSAL NUMER AND DESCRIPTION: 01-08JAN19 - Long Term Lease of Real Property**

**CLARIFICATION FORM #1**

This Clarification is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification must be acknowledged and submitted by e-mail to [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

**I. CLARIFICATION - please provide a response to the following request.**

1) Your proposal response contemplated terms beginning June 1. Could you please provide pricing for the following calendar years:

KS 7/1/19 - 12/31/19	5462.10
1/1/20 - 12/31/20	\$ <u>11251.93</u>
1/1/21 - 12/31/21	\$ <u>11589.48</u>
1/1/22 - 12/31/22	\$ <u>11937.17</u>
1/1/23 - 12/31/23	\$ <u>12295.29</u>
1/1/24 - 12/31/24	\$ <u>12664.14</u>

In compliance with this request, the Offeror agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this clarification request and is authorized to contract on behalf of the firm. Note: This form must be signed. All signatures must be original and not photocopies.

Company Name: UPS

Address: 55 Glenlake Parkway  
Atlanta GA 30328

Telephone: 214-533-5952 Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): 36-2407381

Print Name: Kevin Stoeltz Title: Real Estate Director

Signature: [Signature] Date: 5/22/19

E-mail: KStoeltz@ups.com

# Boone County Purchasing



**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

613 E. Ash Street, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

---

May 22, 2019

United Parcel Service  
Attn: Kevin Stoelting, Real Estate Director  
55 Glenlake Parkway NE  
Atlanta, GA 30328  
[KStoelting@ups.com](mailto:KStoelting@ups.com)

RE: Clarification #2 to 01-08JAN19 – Long Term Lease of Real Property


Dear Mr. Stoelting:

Following review of your RFP response, the evaluation committee has identified additional information that is needed. The attached Clarification Form includes any changes being made to the RFP as a result of this request. The Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification response. You are requested to provide written response by **2:00 p.m. May 31, 2019** by e-mail to [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

You are reminded that pursuant to Section 610.021 RSMo, proposal documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response(s) are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this Clarification request, please call (573) 886-4391 or e-mail [Mbobbitt@boonecountymo.org](mailto:Mbobbitt@boonecountymo.org). I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

  
Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

cc: Evaluation Committee Members / Proposal File

**BOONE COUNTY - MISSOURI**

PROPOSAL NUMER AND DESCRIPTION: *01-08JAN19 – Long Term Lease of Real Property*

**CLARIFICATION FORM #1**

This Clarification is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification must be acknowledged and submitted by e-mail to [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

**I. CLARIFICATION – please provide a response to the following request.**

- 1) Your proposal response contemplated terms beginning June 1. Could you please provide pricing for the following calendar years:

1/1/20 – 12/31/20	\$ _____
1/1/21 – 12/31/21	\$ _____
1/1/22 – 12/31/22	\$ _____
1/1/23 – 12/31/23	\$ _____
1/1/24 – 12/31/24	\$ _____

In compliance with this request, the Offeror agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this clarification request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail: \_\_\_\_\_

**BOONE COUNTY - MISSOURI**

**PROPOSAL NUMER AND DESCRIPTION: 01-08JAN19 – Long Term Lease of Real Property**

**CLARIFICATION FORM #1**

This Clarification is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification must be acknowledged and submitted by e-mail to [mhobbitt@boonecountymmo.org](mailto:mhobbitt@boonecountymmo.org).

**I. CLARIFICATION – please provide a response to the following request.**

1) Would you consider a 3-year base term?

yes

In compliance with this request, the Offeror agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this clarification request and is authorized to contract on behalf of the firm. Note: This form must be signed. All signatures must be original and not photocopies.

Company Name: United Parcel Service UPS

Address: 55 Dierkerke Parkway NE  
Atlanta GA 30328

Telephone: 214-533-5952 Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): 36-2407381

Print Name: Kevin Staelting Title: Real Estate Director

Signature: [Handwritten Signature] Date: 3/18/19

E-mail: KStaelting@ups.com

# Boone County Purchasing



**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

613 E. Ash Street, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

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March 14, 2019

United Parcel Service  
Attn: Kevin Stoelting, Real Estate Director  
55 Glenlake Parkway NE  
Atlanta, GA 30328  
[KStoelting@ups.com](mailto:KStoelting@ups.com)

RE: Clarification #1 to 01-08JAN19 – Long Term Lease of Real Property

Dear Mr. Stoelting:

Following review of your RFP response, the evaluation committee has identified additional information that is needed. The attached Clarification Form includes any changes being made to the RFP as a result of this request. The Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification response. You are requested to provide written response by **2:00 p.m. April 15, 2019** by e-mail to [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

You are reminded that pursuant to Section 610.021 RSMo, proposal documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response(s) are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this Clarification request, please call (573) 886-4391 or e-mail [Mbobbitt@boonecountymo.org](mailto:Mbobbitt@boonecountymo.org). I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

A handwritten signature in cursive script, appearing to read "Melinda Bobbitt".

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

cc: Evaluation Committee Members / Proposal File

**BOONE COUNTY - MISSOURI**

PROPOSAL NUMER AND DESCRIPTION: *01-08JAN19 – Long Term Lease of Real Property*

**CLARIFICATION FORM #1**

This Clarification is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification must be acknowledged and submitted by e-mail to [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).

**I. CLARIFICATION – please provide a response to the following request.**

1) Would you consider a 3-year base term?

In compliance with this request, the Offeror agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this clarification request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail: \_\_\_\_\_

**COVER/ RESPONSE PAGE**

**PLEASE COMPLETE AND PLACE IN FRONT OF YOUR RFP RESPONSE**

Organization Name: United Parcel Service UPS

Address: 55 Moultrie Parkway NE  
Atlanta GA 30328

Telephone: 214-533-5952 Fax: \_\_\_\_\_

E-mail Address: K.Stoeltinge@UPS.com

Web Site URL: \_\_\_\_\_

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

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the response to the RFP are true.

Print Name: Kevin Stoeltinge Title: Real Estate Director

Signature: [Handwritten Signature] Date: 12/11/18

1. The annual long-term lease price for Parcel 1 – Central MO Events Center shall be: \$ \_\_\_\_\_
2. The annual long-term lease price for Parcel 2 – Former County Maintenance Building shall be: \$ \_\_\_\_\_
3. The proposed security deposit for Parcel 1 will be: (complete if only proposing for Parcel 1) \$ \_\_\_\_\_
4. The proposed security deposit for Parcel 2 will be: (complete if only proposing for Parcel 2) \$ \_\_\_\_\_
5. The proposed security deposit for combined Lease of parcel 1 and Parcel 2 will be: \$ \_\_\_\_\_
6. Any changes from the provisions of this Request for Proposal or to the Insurance Requirements shall be specifically noted here:  
\_\_\_\_\_  
\_\_\_\_\_

7. Proposed term of lease if other than fifty (50) years: 5 years

8. Desired start date of lease: 6/1/19 June 1, 2019

9. Attach an earnest deposit of \$5,000 in the form of a bank check or certified check made payable to Boone County, Missouri.

X Lease SAME area AS currently leasing  
See Attached map area 11



RFP – County of Boone – Missouri

Term – UPS would like to extend the current lease until May 31, 2024.

Area – Same area as currently leasing and show on attached map

Use – Parking for UPS trailers with no packages inside of trailer

Rate – Increase current rate by 3% and annual increases of 3% each year on June 1<sup>st</sup>.

Rent Schedule:

Current Annual Rate - \$11,170.78

June 1, 2019 – \$11,505.90

June 1, 2020 – \$11,851.08

June 1, 2021 - \$12,206.61

June 1, 2022 - \$12,572.81

June 1, 2023 - \$12,950.00

# Boone County Fairgrounds





**BOONE COUNTY, MISSOURI**

**Request for Proposal #: 01-08JAN19 – Long-Term Lease of Real Property**

**ADDENDUM #3 - Issued December 26, 2018**

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's Response Form.

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

**1) Submittal deadline and opening have been changed to the following:**

**Delivery of RFP Responses:** All RFP responses shall be delivered before 11:00 A.M., Central Time, on January 31, 2019 to:

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

RFP responses must be submitted in a sealed envelope identified with the RFP number. List the RFP number 01-08JAN19 on the outside of the box or envelope and note "Response to Request for Proposal enclosed."

**RFP Acknowledgement:** RFP Offeror names will be acknowledged and read aloud after 1:30 p.m. on January 31, 2019 in the Boone County Government Center, Commission Chambers, 801 E. Walnut, Columbia, MO. Offeror's names will also be posted on our web page in the afternoon of January 31 at: [www.showmeboone.com](http://www.showmeboone.com) / Purchasing / Bid Opportunities / 2019 / 01-08JAN19 / RFP Opening.

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

Offeror has examined **Addendum #3** to Request for Proposal # **01-08JAN19 – Long-Term Lease of Real Property**, receipt of which is hereby acknowledged:

Company Name: UPS  
Address: 55 Dierlake Parkway NE Atlanta GA 30328  
Phone Number: 244 533 5952 Fax Number: \_\_\_\_\_  
E-mail: KStoelting@ups.com  
Authorized Representative Signature: KStoelting Date: 12/28/18  
Authorized Representative Printed Name: Kevin Stoelting



**BOONE COUNTY, MISSOURI**

**Request for Proposal #: 01-08JAN19 – Long-Term Lease of Real Property**


**ADDENDUM #2 - Issued October 22, 2018**

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's Response Form.

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

- 1) The *Tour and Pre-Proposal Conference Sign-In Sheet* is attached for informational purpose.
- 2) Should an additional site visit be needed, it may be scheduled by contacting:

**Melinda Bobbitt**  
**Email: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)**

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

Offeror has examined **Addendum #2** to Request for Proposal # *01-08JAN19 – Long-Term Lease of Real Property*, receipt of which is hereby acknowledged:

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

**TOUR AND PREPROPOSAL CONFERENCE  
SIGN IN SHEET**

**FOR: RFP #01-08JAN19 – Long-Term Lease of Real Property**

	Representative Name	Business Name	Telephone Number	Fax Number	E-Mail Address
1.	Melinda Bobbitt	Boone County Purchasing	573-886-4391	573-886-4390	MBobbitt@boonecountymo.org
2.	Fred Parry	Boone County Commission	573-886-4307		fparry@boonecountymo.org
3.	Jo Fey	Liberty Area Com College	660-263-4100 x 11252		jof@macc.edu
4.	MATT THOMPSON	MMSP	573-489-1551		mthompson@mmsp.com
5.	Eric Wilson	Veterans United Home Loan	573-876-2600		eric.wilson@vu.com
6.	Myke A.	MMSP	573-424-7002		keepingitddyup@gmail.com
7.	Brad Jukes	MMSP	573-268-7163	-	brad@jukes@hthal.com
8.	C. J. Kraybill	Boone County	573-886-4414		
9.	Donny Allen	Boone County	573-424-1633		
10.	Sherrill Noel		573- <del>872</del> -470-1661		Snuel166@yahoo.com
11.	Cody Noel		573-872-5678		Noelsantosalobis@smh.com
12.	Mary Lamar		573-429-8363		mlamar@mmsp.com
13.	James Pounds		573-567-0272		jpounds@mmsp.com
14.	Paul Zullo		573-864-1083		205 656 NSU.com
15.					
16.					
17.					



**BOONE COUNTY, MISSOURI**

**Request for Proposal #: 01-08JAN19 – Long-Term Lease of Real Property**

**ADDENDUM #1 - Issued October 11, 2018**

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's Response Form.

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

1. CHANGE the pre-proposal date referenced on page 8, Section G, *b. Pre-Proposal Conference with site visit* and 5. *Pre-Proposal Conference* of the Request for Proposal to:

**October 19, 2018, 1:00 p.m.**

By: Melinda B. Bobbitt  
**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

Offeror has examined **Addendum #1** to Request for Proposal # **01-08JAN19 – Long-Term Lease of Real Property**, receipt of which is hereby acknowledged:

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

# COUNTY OF BOONE - MISSOURI



## REQUEST FOR PROPOSAL FOR LONG-TERM LEASE OF REAL PROPERTY

**INCLUDES TWO (2) PARCELS:**  
**PARCEL 1: 135.9 ACRES KNOWN AS THE CENTRAL  
MISSOURI EVENTS CENTER**  
**PARCEL 2: 53.61 ACRES WITH 12,016 SQUARE FOOT  
BUILDING**

**RFP # 01-08JAN19**  
**Release Date: October 1, 2018**

**PRE-PROPOSAL CONFERENCE**  
**October 19, 2018, 1:00 p.m.**

**QUESTION DUE DATE:**  
**December 14, 2018, 5:00 p.m.**

**Submittal Deadline:**  
**January 8, 2019**  
**not later than 9:00 a.m. Central Time**

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

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

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## A. INTRODUCTION

The County of Boone – Missouri (the “County”) is accepting proposal responses for a long-term lease of real property known as the Central Missouri Events Center, 5212 N. Oakland Gravel Road, Columbia, Missouri which includes multiple buildings and two parcels of land totaling 189.51 acres. The County will entertain accepting proposals for a ground lease of both combined parcels for a single award or a multi-vendor award for each individual parcel.

**Lease Term:** The Lease will commence following an agreed-upon date between County and Lessee, not earlier than January 15, 2020. The longest initial lease term contemplated at this time is fifty (50) years. The parties may mutually agree in writing to extend the Term by executing an amendment to the Lease.

The contemplated 50-year land lease is to allow for the construction of improvements that the Lessee will be able to use for their full economic life. Construction must comply with all applicable state and local laws. At the conclusion of the lease, the improvements will become the property of Boone County.

Offerors should clearly illustrate the potential reuse of the property including, if any, plans to maintain public access. Offerors need to perform their own due diligence with respect to zoning, building, and historical issues.

The proposal should outline renovation and site plans together with a time frame for completion. The award will be partially based upon the proposed plan for development in addition to the lease price offered. See *Section E. - Terms, Conditions, and Proposed Uses* below for more information on the proposal evaluation criteria.

## B. BACKGROUND

### **County Profile:**

The County is a first-class non-charter county in central Missouri, dissected by Interstate 70 and US Highway 63. The County has a population of approximately 177,000 and contains 685 square miles. It contains 13 population centers consisting of cities, towns, villages and small communities. With a population of nearly 120,612, the City of Columbia serves as County seat.

### **Previous Management:**

The County of Boone purchased the property known as the Central Missouri Events Center (CMEC) in 1999. The management of this facility/property was provided by the Boone County Fair Board, Inc., (the Boone County Agricultural and Mechanical Society) from the time of purchase through the end of 2011.

As a pilot program to determine the viability of operating the facility as an events center, the County issued a RFP in 2011 that contemplated a temporary taxpayer subsidy for the duration of the pilot program. TAG Events LLC was awarded a contract and managed the property from January 1, 2012 through June 30, 2014. As a result of the pilot program, it was determined in consultation with the contractor that the events center business model was not viable without a significant, ongoing public subsidy from a dedicated revenue stream. The County Commission proposed a sales tax initiative to the voters of Boone County on August 5, 2014, in an effort to provide the necessary, ongoing, dedicated public revenue to support the facility as an events center. That measure was defeated with approximately 66% of the votes being in opposition to the measure. The CMEC was closed in January 2015.

A RFP was issued in 2016 for a short-term lease of the property. Veterans United Home Loans is currently leasing the Coliseum, out-building (22,000 square foot), and parking lot north and east of the Coliseum. The United Parcel Services is leasing one of the parking areas. Both leases expire on December 31, 2019.

### **C. DESCRIPTION OF THE FACILITIES/PROPERTY**

The premises described below will be made available in the current condition without representation or warranty as to physical condition. All Offerors must be knowledgeable of the physical conditions of the buildings, grounds, and other property which is the subject matter of this request, and Offeror assumes full responsibility for same. Should the Offeror be interested in an appraisal of the parcel(s), the County will assist and help to facilitate the appraisal. Offeror is responsible for the cost of the appraisal.

#### **Parcel 1:**

**Location** – Central Missouri Events Center, 5212 North Oakland Gravel Road, Columbia, Missouri.

It is located east of Oakland Gravel Road and north of Starke Avenue in the northeast quadrant of the Highway 63 and Oakland Gravel Road interchange, at the northeast edge of Columbia, in Boone County, Missouri.

**Land Size** – Property includes 135.9 acres with street frontage on two sides and access from three internal publicly maintained drives.

**Zoning** – Property is zoned M-L, Light Industrial. This district allows for agricultural activity, any permitted use and any conditional use in the C-G commercial District which includes most office and retail use, but no residential dwellings, however resident caretakers are allowed. Light manufacturing uses are allowed.

**Public Road** – The site is currently bisected by a public road that can, at the option of the County Commission, be made a private drive internal to the parcel. The road will automatically become a private drive if the area is annexed into the City of Columbia. Should this occur, the County will cease to maintain the private drive and it will be considered an internal access road.

**Frontage** – The site has approximately 2,000 feet of frontage on N. Oakland Gravel Road at the west boundary and 2,100 feet of frontage on the north side of Starke Avenue.

#### **Building Sites –**

**Coliseum** – Approximately 88,000 square foot building with dirt arena, office space, and concession areas. Approximately 22,000 square feet is an air-conditioned multi-purpose room.

**Out-Building** – Approximately 22,000 square foot building adjacent to Coliseum with dirt floors and lighting.

**Grandstand Area** - Dirt track with fixed seating capacity for up to 400.

**Ancillary Buildings** – Four (4) horse barns, (4) livestock barns, six (6) small free-standing concession buildings, and three (3) restroom buildings.

**Miscellaneous Features** - Approximately 450 recreational vehicle hook-ups, large fenced gravel parking lot, and steel pipe-fenced outdoor uncovered riding corral next to the Coliseum. Recreational vehicle hook-ups include electric and water, but not sewer. Any fees for placing and removing electric meters for RV-rental lots shall be borne by Contractor.

**Parcel 2:**

**Location** – The property is located west of Oakland Gravel Road and south of Prathersville Road, at the northeast edge of Columbia, Missouri.

**Land Size** – Property includes 53.61 acres.

**Zoning** – Property is zoned M-L, Light Industrial. This district allows for agricultural activity, any permitted use and any conditional use in the C-G commercial District which includes most office and retail use, but no residential dwellings. However, resident caretakers are allowed. Light manufacturing uses are allowed.

**Frontage** – The site has approximately 3,400 feet of frontage on Oakland Gravel Road at the east, 800 feet of frontage on Prathersville Road on the north and 4,400 feet of frontage on Highway 63 at the west.

**Building Site** – There is an older, pole frame, metal-clad, building on the site that includes 12,017 square feet. The building is a former County maintenance building currently used for equipment storage.

**D. SITE UTILITY SERVICES**

The Lessee shall be responsible for the payment of all utilities relating to the facilities covered within the scope of any final Agreement.

**Parcel 1:**

**Electrical Service** - Boone Electric Cooperative is the service provider for all electric meters located on site. There are approximately 54 meters.

**Water Service** – City of Columbia is the service provider for all water meters located on site. There are approximately five meters.

**Sewer Service** – The sewer system at this site is connected to the City of Columbia system. At the present time, the City of Columbia charges for this service. It is understood there are two sewer dumping sites on the property for use by the RV renters and other leased sites on the grounds.

**Natural Gas** – Ameren Missouri provides the gas service at this site but the exact location of this service is unknown.

**Trash Service** – City of Columbia provides the trash service. The Contractor is responsible for the removal of trash in a timely fashion.

**Telephone Service** - The Contractor may utilize the current telephone system located on site. The Contractor shall be responsible for the monthly service fees and any other costs associated with the use of this system.

**Parcel 2:**

**Water:** Public  
**Electric:** Public  
**Gas:** Ameren UE  
**Sewer:** City of Columbia on the east and west sides of the site. May require annexation to connect. Capacity is assumed adequate for all potential uses.

**E. TERMS, CONDITIONS, AND PROPOSED USES**

The County is seeking proposals for a long-term lease for the parcels that demonstrate the highest lease price and the best use of the property. Offeror(s) should clearly illustrate the potential reuse or redevelopment of the property, including plans, if any, to maintain public access. The County, in evaluating each proposal, may consider (but not be limited to) the following factors. Please describe in your proposal response the following:

1. **Price Offered** – The proposal may include financing contingency, but the County will give more weight to cash offers. The price should be framed as a monthly, quarterly, or annual land lease sum that will be paid in advance of the month, quarter, or year for which the rent will be applied.
2. **Property Use** – A narrative explaining the proposed or intended use of the property, including any demolition and redevelopment plans which may include a site plan.
3. **Renovation Plans with timeline** – The intended plans for renovation of the buildings/property with estimated completion date.
4. **Financial strength of Offeror** - Offeror should provide any information defining/detailing the financial stability of the organization necessary to demonstrate the ability to carry out this lease. At a minimum, Offeror should provide a statement affirming that Lessee has the financial ability to complete the lease and renovation. Also, provide an affirmative statement consenting to provide representatives of the County satisfactory evidence of Lessees financial ability upon request.
5. **Compatibility of the proposed use with the surrounding area**
6. **Public benefit of proposed use**
7. **Relative experience of the Offeror in similar redevelopment projects**
8. **Executive Summary** – A narrative summarizing the vendor’s ability to meet the requirements of this lease. Include the address of headquarters. Provide the name, telephone number and e-mail address of primary contact.
9. **References** – Provide at least three (3) references that will verify your ability to perform the obligations you describe in the lease offer.
10. **Cover Page Signature Form** – The attached Cover Page signature form must be signed as outlined for the RFP response to be considered and placed at the beginning of your RFP response.

Lessee will comply with all applicable state and local laws, including all applicable zoning regulations, building regulations, and subdivision regulations. The Offeror shall undertake its

own review and analysis (due diligence) concerning the physical and environmental condition of the premises, applicable zoning and other land use laws, required permits and approvals and other development, ownership and legal considerations pertaining to the premises, the lease agreement and the use of the premises, and shall apply for and obtain all approvals and permits required for the project with the consent of the County.

No County funds will be available to the lessee of the property. The County will not make any repairs or improvements to the property prior to lease.

Offerors are urged to physically inspect the property prior to submitting a proposal. Under no circumstances will failure to inspect be considered grounds for a claim or grounds for a violation of the contract to lease.

The County will consider offers to lease up to a term of 50 years. The buildings and surrounding areas to be leased shall be leased "as is". The Lessee agrees to accept said property in its present condition. Furthermore, the property is being offered absolutely "as is", "where is" and "with all faults" as of closing without any representation or warranty whatsoever as to its condition, fitness for a particular purpose, except as specifically set forth in this proposal. The County specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, concerning the property, except as specifically set forth in this proposal. Lessee acknowledges that Lessee is offering for such property based solely upon Lessee's own independent investigations and findings and not in reliance upon any information provided by the County or its agents or contractors except as specifically set forth in this proposal. Without limiting the foregoing, Lessee acknowledges that the County has made no agreement to alter, repair, or improve any of the property. None of the information set forth in the property information materials or any other materials supplied by the County, its agents, employees or commissioners, encompasses conclusions of law; rather, that information is subject to the operation and effect of all applicable laws and legal consequences and to the legal rights of all persons and entities involved.

**Sub-lease of Facilities** – Lessee may be allowed to sublease facility with prior written consent of the County with the following stipulations:

- with Sublessor providing the same insurance coverages required of Lessor and providing County, in advance, with a Certificate of Insurance documenting such coverages are in place.

**Damages** – The Lessee shall promptly report any damage to adjacent facilities, property, streets, parking lots and sidewalks as a result of work performed under this contract. The Lessee shall be responsible for any such repairs needed.

**Earnest Money Deposit** - A deposit of \$5,000 is required with each proposal in the form of a bank check or certified check made payable to Boone County, Missouri.

Non-profit organizations may submit a proposal using the same format provided herein but need not include a deposit. No County funds are available for such organizations.

**Proposal response shall include an annual lease price.** Commencing on the first anniversary of the Effective Date of the Lease and on each anniversary thereafter during the Initial Term, the per annum lease price amount shall be increased, but not decreased, by the positive change in the Consumer Price Index, if any, as certified by the Missouri State Tax Commission for the immediately preceding calendar year. (For example, the CPI rate certified by the Missouri Tax Commission in 2019 shall be the increase amount for these lease purposes for the lease year that runs 7/1/20 – 6/30/21.) Said certified CPI rates can be found via the Missouri State Tax

Commission's website, [www.stc.mo.gov](http://www.stc.mo.gov) under the "Clerk's" tab. The only Consumer Price Index that will be used for this Lease is that rate certified by the Missouri State Tax Commission for the immediately preceding year.

**Background Check** – Each Offeror, including the principals thereof, and/or its assigns, may be subject to a background and credit check, which may be necessary to determine responsibility and responsiveness to all items required by this RFP.

## F. SPECIAL CONDITIONS

Below is a list of special conditions that will govern the lease of the property.

1. Prior written approval is required if you intend to make any building modifications or demolitions during the term of the lease.
2. The buildings are being leased "as is". Upon termination of Lease, buildings are to be restored to usable, clean condition.
3. Insurance: Lessee shall be responsible for procuring before the commencement and during the term of this Lease any insurance as specified on the attached Boone County Insurance Requirements.
4. No subleases shall be granted for any adult-oriented businesses or conventions.
5. All development on the property will be subject to applicable zoning regulations, subdivision regulations, stormwater ordinances, building codes, fire codes as administered by the Boone County Fire Protection District, and other applicable laws and regulations governing the development of land. The offeror is advised to schedule and participate in a concept review meeting with Boone County Resource Management to ascertain the applicable requirements and how they may impact offeror's plans for the property.
6. Any proposed annexation of all or a portion of the subject property will require the consent of the County Commission.
7. Going Dark / Maintenance of Property: Should the successful offeror cease to operate ("go dark") for a period of 12-months or more, or should the successful offeror ever allow the property to fall into disrepair or otherwise permit nuisances to occur on the property (vegetation of excessive height, trash or debris permitted to accumulate, or other waste or harborages permitted to exist), the County may reenter the property to remedy the condition at the offeror's cost and may declare a default under the terms of the land lease that will be entered into between the parties.

## G. INSTRUCTIONS

Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).

Delivery of RFP Responses: All RFP responses shall be **delivered before 9:00 A.M., Central Time**, on January 8, 2019 to:

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

RFP responses must be submitted in a sealed envelope identified with the RFP number and date of closing. List the RFP number 01-08JAN19 on the outside of the box or envelope and note "Response to Request for Proposal enclosed."

**Bid Opening:** RFP responses will be opened shortly after 9:30 a.m. on January 8, 2019 in the Boone County Government Center, Commission Chambers, 801 E. Walnut, Columbia, MO.

The following is a tentative schedule for the RFP process. Note times are central time:

- |  |                              |
|--|------------------------------|
| a. Issuance of Request for Proposal        | October 1, 2018              |
| b. Pre-Proposal Conference with site visit | October 12, 2018, 1:00 p.m.  |
| c. Deadline for Submitting Questions       | December 14, 2018, 5:00 p.m. |
| d. RFP Response Deadline                   | January 8, 2019, 9:00 a.m.   |
| e. Clarifications with Selected Offerors   | January - April 2019         |
| f. Award of Contract                       | May 2019                     |

**RFP Response Preparations:**

1. RFP responses shall be signed by an authorized representative of the firm. All information requested should be submitted. The Director of Purchasing will review all responses to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Responses which are substantially incomplete, or lack key information may be rejected as incomplete.
2. Response should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Responses should be organized in the order in which the requirements are presented in the RFP. All pages of the response should be numbered. Each response to *Section E – Terms, Conditions, and Proposed Services, #1-#12* should reference the corresponding requirement number in *Section E*. Repeat the text of the requirements as it appears in the RFP before each response. Information which the firm desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the response and designated as additional material. Responses that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
4. Each copy of the paper response should be bound or contained in a single volume where practical. All documentation submitted with the response should be contained in that single volume.
5. **Pre-Proposal Conference:** To assist interested firms in preparing a thorough response, an optional pre-proposal conference with walk thru of facilities has been scheduled for October 12, 2018, at 1:00 P.M. at the Central Missouri Events Center, 5212 N. Oakland Gravel Road, Columbia, Missouri. Offerors have the option to submit questions in advance. Representatives from the County will be available to answer questions. *Offerors are advised to do their own due diligence. Neither the County nor any of its agents or representatives is responsible for representations made regarding the physical condition of the site.* Additional inspections will be permitted for bona fide prospective Offerors at dates and times to be determined and agreed upon with the County. Contact Melinda Bobbitt, Director of Purchasing, Phone: (573) 886-4391 or E-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).
6. **Guidelines for Written Questions:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding this RFP, the evaluation, etc. to the buyer of record (contact information on cover page of RFP). Offerors and their agents may not contact any County employee other than the buyer of record listed on the front page of this RFP 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.

Questions shall be submitted in writing no later than 5:00 P.M., December 14, 2018 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, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a RFP. The responses and usage will become a part of a written addendum, which will be mailed or emailed prior to RFP opening.

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing  
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)

The County will not reimburse firms for any costs associated with the preparing or submitting of any RFP response.

7. Information provided in RFP responses will be considered proprietary and will not be divulged during the selection process. The successful firm's RFP will become public record after its acceptance by the County Commission. All responses 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.

## **H. SELECTION OF LESSEE(S)**

Selection of the lessee(s) is subject to the best offer(s) received that adds value to the property and is determined to be in the best interest of the County. Selection may also be based on proposed use of property. The lease is subject to final approval of the Boone County Commission. The County reserves the right to reject any or all offers.

### **Evaluation and Award Process:**

Boone County will select an evaluation team to review responses and to make a formal recommendation for award to the County Commission. 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 evaluation team will 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 (15 points)**
  - Property Use
  - Demolition and Renovation Plans with Timeline
  - Compatibility of the proposed use with the surrounding area
  - Public benefit of proposed use
- b. **Experience/Expertise of Offeror (15 points)**
  - Financial Strength of Offeror
  - Relative experience of the Offeror in similar redevelopment projects



Executive Summary  
References

**c. Proposed Annual Lease Price (70 points)**

After an initial evaluation process the County may choose to interview the Offeror or Offeror's designated representative. Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a location designated by the County. Attendance cost shall be at the Offeror's expense. The County will coordinate all arrangements and scheduling.

**I. NEGOTIATION OF CONTRACT**

**Competitive Negotiation of Proposals:** The Offeror is advised that the County reserves the right to either negotiate proposals received or to award a contract without such negotiations. If such negotiations are conducted, the following conditions shall apply:

The County may negotiate in person, in writing, or by telephone.

The County will negotiate only potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase.

Any features of the proposals, including but not limited to services, conditions, prices, methodology, or other may be subject to negotiation and 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.

This Request for Proposal's mandatory requirements are not negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the parties.

**J. APPENDIX**

- a. Cover / Response Page
- b. Boone County Insurance Requirements
- c. Area Data
- d. Boone County Survey

**COVER/ RESPONSE PAGE**

**PLEASE COMPLETE AND PLACE IN FRONT OF YOUR RFP RESPONSE**

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Web Site URL: \_\_\_\_\_

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

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the response to the RFP are true.

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

1. The annual long-term lease price for Parcel 1 – Central MO Events Center shall be: \$ \_\_\_\_\_
2. The annual long-term lease price for Parcel 2 – Former County Maintenance Building shall be: \$ \_\_\_\_\_
3. The proposed security deposit for Parcel 1 will be: \$ \_\_\_\_\_  
(complete if only proposing for Parcel 1)
4. The proposed security deposit for Parcel 2 will be: \$ \_\_\_\_\_  
(complete if only proposing for Parcel 2)
5. The proposed security deposit for combined Lease of parcel 1 and Parcel 2 will be: \$ \_\_\_\_\_
6. Any changes from the provisions of this Request for Proposal or to the Insurance Requirements shall be specifically noted here:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Proposed term of lease if other than fifty (50) years: \_\_\_\_\_

8. Desired start date of lease: \_\_\_\_\_

9. Attach an earnest deposit of \$5,000 in the form of a bank check or certified check made payable to Boone County, Missouri.

## APPENDIX B

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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.

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers 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 Workers 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.

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it 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 \$3,000,000.00 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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; non-owned and both on and off the site of work.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of

insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

**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). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**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.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201

## AREA DATA

### LOCATION

The City of Columbia is located in central Missouri at the intersection of Interstate Highway 70 and U.S. Highway 63. Columbia is midway between St. Louis and Kansas City, being approximately 125 miles from the center of each metropolitan area. Jefferson City, the state capitol, is located 33 miles to the south of Columbia.

### GOVERNMENT

The City of Columbia operates under a home rule (Council-Manager) form of government. The City has a zoning ordinance, building codes and a comprehensive city plan. The City Council is composed of the mayor and six ward representatives. The Council is the policy and lawmaking body for Columbia.

Columbia is the county seat of Boone County. The County is governed by a commission composed of three commissioners. The Commission oversees the budget and makes policy decisions pertaining to county government. The County maintains a planning and zoning program by use of a zoning ordinance, subdivision regulations and building codes.

### POPULATION AND WORK FORCE

The US Census Bureau estimated population in 2010 at 108,500 for the City of Columbia and 162,642 for Boone County. The Columbia population showed an increase of 28.36% from the 2000 Census estimate of 84,531. The 2015 census estimate is 119,108 persons. The population of Boone County increased 20.1% from the 2000 census of 135,454 to a total of 162,642. The county population is currently estimated at about 177,000.

The period from 1960 to 2000 was a time of dramatic population growth in Boone County. From 1960 to 1980 the population of Boone County changed from 55,205 to 100,376, an increase of 81.8%. This represents an average annual increase of 4%. The period from 1980 to 2000 indicated a change in population of Boone County from 100,376 to 135,454, an increase of 34.9%. This represents an average annual increase of 1.7%. The period from 2000 to 2010 represents an average annual increase of 2.8%.

### EMPLOYMENT AND ECONOMY

The unemployment rate in Columbia is consistently lower than state and national rates due to the diverse economic base of the area. The largest employment sectors in the Columbia MSA are education, services, government, and retail trade. The education sector includes the University of Missouri, Columbia's largest employer. The service sector includes a large healthcare and insurance component.

Below is a list of employers within the Columbia MSA that employ 500 or more people. An analysis of the most significant industries/sectors is provided after the list of employers.

<b>Organization</b>	<b>Product/Service</b>	<b>Number of Employees</b>
<b>University of Missouri (MU)</b>	Education	8,750
<b>University Hospital &amp; Clinics</b>	Medical/Education	4,502
<b>Columbia Public Schools</b>	Education	2,524
<b>Boone Hospital Center</b>	Medical Care	2,000
<b>City of Columbia</b>	Government	1,360

<b>Harry S. Truman Veteran's Hospital</b>	Medical Care	1,400
<b>Veterans United Home Loans</b>	Mortgage Lending	1,442
<b>Shelter Insurance Companies</b>	Insurance	1,128
<b>MBS Textbook Exchange</b>	Education/Retail	851
<b>State Farm Insurance Companies</b>	Insurance	850
<b>Columbia College</b>	Education	766
<b>Joe Machens Dealerships</b>	Auto Sales	711
<b>Hubbell Power Systems, Inc.</b>	Manufacturing	580
<b>Kraft Foods</b>	Food Production	550
<b>State of Missouri (excludes MU)</b>	Government	502

### **HEALTH SERVICES**

With six major hospitals and approximately 1,256 hospital beds, Columbia has hospital facilities capable of serving a regional population of 450,000. The employed labor force working in medically related occupations includes over 1,000 doctors specializing in every medical field and over 2,200 registered nurses and over 660 licensed practical nurses.

Columbia's healthcare facilities include a major teaching hospital and children's hospital (University Hospital), one private community hospital (Boone Hospital Center), a veteran's hospital (Harry S. Truman Memorial Veteran's Hospital), a cancer treatment center (Ellis Fischel Cancer Center) a 60-bed rehabilitation hospital (Rusk Rehabilitation Center), a psychiatric care facility (Missouri Psychiatric Center) and a long term acute care hospital (Landmark Hospital of Columbia). Both the University and Boone hospitals recently expanded their facilities and programs. The University projects include three phases with a projected cost of \$850 million dollars. The Ellis Fischel relocation to the University of Missouri campus was completed in 2013. Boone Hospital completed a 920 space-parking garage and patient tower in 2013. The cost was \$120 million dollars. Boone Hospital recently completed the first phase of a south campus office facility. The south campus will include a 65,000 square foot main building, two 12,000 square foot buildings and a 35,000 square foot facility. Some of the building will be available for lease to health care professionals.

It is anticipated that Columbia's medical industry will continue to grow; due in part to a large referral practice conducted by central Missouri physicians. The medical industry not only provides an excellent level of health care for residents, but also has a positive impact on the economy. The Boone Hospital Center lease with BJC is up for renewal and the hospital is seeking proposals for a new management agreement. The University of Missouri Health Care system is considering a partnership, however, negotiations recently paused.

Recently Columbia is expanding the Health Services industry by attracting high-tech medical companies. Clinical Research Organization, BioPharma Services Inc. has recently chosen Columbia to open new facilities. Northwest Medical Isotopes recently revealed plans to invest \$50 million dollars to construct a radioisotope production facility at Discovery Ridge Research Park, which will bring 68 high-paying jobs to the region.

### **EDUCATION**

Education is Columbia's largest and most important employment sectors. Education accounts for a majority of the jobs in Columbia. The education system includes: one university, two liberal-arts colleges, trade schools, satellite locations of other colleges, the public-school system, parochial schools, and private schools.

The flagship campus of the University of Missouri is located in Columbia. The Columbia campus was established in 1839 as a land grant institution. The campus, which includes 1,358 acres of land, is located in the central sector of the city at the south edge of the central business district (“The District”).

At present, the University offers degree programs in 18 schools and colleges and maintains an enrollment of over 30,000. The enrollment has grown significantly over the past 10 years but has declined since 2015. The 2018 freshman class is projected to stabilize or increase slightly; however, it will be smaller than the 2018 graduating class, thus, total enrollment will likely decline again.

Significant cuts in enrollment and funding have been met with reductions in staff and course offerings. Additional cuts to staff/programs are projected for Fall 2018. The University is making significant strides to improve the situation with changes in administration including a new chancellor and president.

In the near term, the funding cuts and lower enrollment will adversely affect most segments of the local economy to some extent. Real estate will not escape the effects. Student oriented businesses and student housing are projected to be the most directly impacted, however, all segments will be affected to some extent. Staff reductions and uncertainty will adversely affect the single-family home market to some degree.

Vacancies for Fall 2017 have increased while future rates will be dependent on the extent of enrollment declines and new apartment construction.

The number of students enrolled at the University of Missouri for the last seven years is as follows:

**Historic:**

<u>MU Fall Enrollment</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Campus Total	32,415	33,805	34,748	34,658	35,441	35,448	33,266	30,870
Increase (%)	3.77%	4.29%	2.79%	-0.26%	2.26%	0.20%	-6.16%	-7.20%

Enrollment had previously been projected to continue increasing through 2019, however as of August 23, 2016, the Fall 2016 enrollment was 2,182 students lower than 2015. The decline is due to a combination of factors including shrinking freshman class size, including smaller high school class sizes, increased recruiting from other universities, and campus turmoil in the Fall 2015. Further declines occurred in 2017.

Columbia College, a private college founded in 1851, is located at the north edge of “The District”. The Columbia campus currently maintains an enrollment, including evening and extended studies students, of 16,946 students. The total annual enrollment including day, evening, nationwide campuses, online campus, and graduate studies is about 27,500. Thirteen major programs offered at Columbia College include art, business administration, criminal justice administration, education, administration, psychology, and social work. Fall 2017 enrollment is expected to grow about 10% with about 1,050 traditional students. The college recently received approval for a four-story classroom and residence hall.

Stephens College is a private women’s college located at the east edge of “The District”. Established in 1833, the college has a current enrollment of 866, including graduate and

continuing studies programs. The residential student population is 700. The college offers programs for business administration, radio-TV-film, fashion, legal assistants, and equestrian science. Moberly Area Community College, Bryan College, William Woods University, and Central Methodist University have Columbia campuses.

The Columbia Public School District includes 21 elementary, 6 middle schools and 4 senior high schools, and an area vocational school. Battle High School opened in 2013. Over 18,170 students were enrolled in the 2016-2017 school year, and over 2,000 faculty and staff members are a part of this system. The school district has an AAA rating, the highest possible in Missouri, and is recognized for excellence on a regular basis both state and nationwide. According to the Missouri State Board of Education there are 12 non-public schools in Columbia with an enrollment of over 1,200 students. In 2012, Father Tolton Catholic High School completed construction in south Columbia on Gans Road west of Highway 63. Columbia Independent School purchased and renovated a former office building for school use in 2009. There is a total of 17 private and parochial schools.

### **INSURANCE**

The insurance industry has a significant role in Columbia's economy. Columbia is the corporate headquarters of Shelter Insurance and the regional headquarters of State Farm Insurance. In 2004-05 State Farm relocated several jobs to Columbia as a result of closing offices in Monroe, Louisiana. They added 188 jobs in 2004, and 180 in the first half of 2005, plus another 60 unrelated training jobs. Other insurance companies operating in Columbia include Columbia Mutual Insurance Company and Missouri Employers Mutual Insurance Company.

### **INDUSTRY AND MANUFACTURING**

The manufacturing sector continues to represent a decreasing percentage of Columbia's economic base. According to the Missouri Economic Research and Information Center, about 4% of the employed labor force in Boone County is employed in manufacturing.

The largest industrial employers in the area include: Hubbell/Chance Co, Columbia Foods (Oscar Mayer), Square D Company, Watlow Electric, Dana Corporation, EAG Laboratories, Inc., 3-M Company, Otsccon, and PepsiCo.

A majority of Columbia's industrial base is made up of "clean" industry. There are very few "smokestack" type industries operating here. Our market has had difficulty, along with the region, in securing larger manufacturing concerns and the local economic development corporation is focusing on the recruitment of technology or knowledge-based employers that can benefit from a relationship with MU.

American Outdoor Brands Corporation, a leading provider of quality products for shooting, hunting, and rugged outdoor enthusiasts, announced March 2 plans to potentially establish a national distribution center in the Columbia area of Boone County, Missouri. Under the plans, the company would break ground on the new 500,000 sq. ft. facility in the next several months. The company's plans to establish the new facility in Boone County are contingent upon the approval of incentives, completion of due diligence, and the finalization of agreements related to other terms and conditions.

On February 6, 2017, the Columbia City Council unanimously approved the Purchase and Sale Agreement of the city-owned Missouri state certified Sutter Industrial Site to AOD-MO Holdings, LLC. Affiliates of AOD-MO Holdings, LLC are the leading producers of store-brand organic milk and butter for U.S. retailers and is headquartered in Boulder, Colorado.



With this purchase and capital investment, AOD-MO Holdings, LLC will construct an approximately 80,000 square foot dairy processing facility including warehouse distribution of their product. The first phase of the project will include a capital investment of \$89 million in building and equipment. It will also create 100 or more full-time positions that pay an average wage above the Boone County average wage of \$36,225/annually (plus benefits). The project includes plans for an expansion anticipated within the first five years of operation that would bring an additional \$50 million capital and add an additional 40 or more full-time positions.

### **RETAIL TRADE**

Approximately 13% of the employed labor force works in the retail sector. Columbia serves as a regional shopping center for mid-Missouri and has tremendous buying power within its own population. Sales growth slowed in 2008 due to the recession and expansion of shopping facilities in other central Missouri towns, such as Jefferson City, but has resumed increases since 2010. The trend in taxable sales, which are tabulated by the MO Department of Revenue, provides a good indication of the growth in this sector. A summary of taxable sales for Columbia, published by the City of Columbia for the last 6 years, is provided. Note: These figures are not adjusted for inflation.

<b>Year</b>	<b>Taxable Sales</b>	<b>\$ Increase</b>	<b>% Increase</b>
2010	\$1,959,805,400	\$38,000,700	1.98%
2011	\$2,074,241,900	\$114,436,500	5.80%
2012	\$2,173,169,500	\$98,927,600	6.00%
2013	\$2,255,243,500	\$82,074,000	3.78%
2014	\$2,342,346,600	\$87,103,100	3.86%
2015	\$2,380,852,200	\$38,505,600	1.64%
2016	\$2,431,853,000	\$51,000,800	2.14%

### **CONVENTION AND TOURISM TRADE**

Columbia maintains a strong convention trade due to its strategic geographic location within the state and the facilities it offers for lodging and convention type business. There are four exhibition facilities and numerous hotels with meeting facilities.

The Columbia hotel/motel market includes a total of 37 hotels/motels with 3,555 guestrooms. The most recent completed new construction in the local market is the Candlewood Suites, which was recently completed just north of Clark Lane. This extended-stay hotel includes 96 rooms. The Holiday Inn Express and Suites, was constructed in 2014 at the Stadium Boulevard and Highway 63 interchange. This hotel includes 121 rooms. The Broadway Columbia, a Doubletree hotel located downtown was completed in 2014 and includes 114 guestrooms. A Best Western Plus was opened in 2015 at the Highway 63 and I-70 interchange. This hotel had formerly been a Comfort Inn but had been closed in recent years. A Springhill Suites is currently under construction north of Clark Lane and this hotel will include 82 rooms. A TownPlace by Marriott is under construction at the Highway 63 and Gans Discovery Parkway interchange and this hotel will include 96 rooms. The Howard Johnson Inn located on I-70 Drive Southeast was recently razed and construction of a new Drury Inn & Suites with 210 rooms is ongoing at a cost of approximately \$9 million. The Baymont Inn & Suites located at 801 Keene Street recently converted to a Quality Inn.

Columbia's tourism trade is supported by college events such as sports and graduation, and by other events such as the annual Show-Me State Games and Special Olympics state games (both multi-sport competition with participants from throughout the state) and the Roots and Blues and BBQ festival.

One measure of the health of Columbia's convention and tourism trade is the tax collected for the Convention and Tourism Fund. This room tax was increased in January 2000 from 2% to 4%, and again in January 2017 to 5% of all receipts from the rental of any sleeping accommodations at hotels or motels. A summary of the tax for 2010 through 2016 follows. Annual reporting is on a fiscal year of October 1 to September 30 for the City of Columbia.

YEAR	TAX REV	\$ CHANGE	% CHANGE	GROSS ROOM REV
2010	\$1,799,349	\$77,570.00	4.5%	\$44,983,723
2011	\$1,939,309	\$139,960.00	7.8%	\$48,482,725
2012	\$1,968,362	\$29,053.00	1.5%	\$49,209,050
2013	\$2,154,762	\$186,400.00	9.5%	\$53,869,052
2014	\$2,328,765	\$174,003.00	8.1%	\$58,219,125
2015	\$2,491,275	\$162,510.00	7.0%	\$62,281,875
2016	\$2,496,674	\$5,399.00	0.2%	\$62,416,850

Based on an STR report provided by the Columbia Convention and Visitors Bureau, the overall occupancy rate for hotels/motels in Columbia was 59.0% for 2016 vs. 56.5% for 2015. The ADR was \$88.57 for 2016 vs. \$86.97 for 2015. RevPAR was \$52.23 for 2016 vs. \$49.13 for 2015.

#### COMMERCIAL DEVELOPMENT

Permits for commercial construction activity during the last six years, as tracked by the Columbia Community Development Department, are summarized below.

YEAR	New Non-Residential CONSTRUCTION		NON-RESIDENTIAL ADDITIONS AND ALTERATIONS	
	PERMITS	AMOUNT	PERMITS	AMOUNT
2010	33	\$20,778,190	218	\$42,349,821
2011	42	\$19,058,403	164	\$46,905,325
2012	35	\$58,015,303	197	\$40,782,599
2013	41	\$55,653,531	251	\$60,808,332
2014	36	\$59,173,040	211	\$53,652,668
2015	57	\$49,635,694	213	\$71,644,778

#### HOUSING DEVELOPMENT

As of the 2010 Census, the City of Columbia included 46,758 total housing units. Total housing units increased from 35,916 in 2000, an average annual increase of 3%. While total sales appear to have stabilized over the past three years, new home sales and permits have declined somewhat. New home sales in 2017 were the lowest since 2011. As interest rates and development costs increase, new home sales for 2018 are expected to decline again and total home sales may decline somewhat over the next few years.

#### COLUMBIA APARTMENT MARKET

Moore and Shryock conducts a survey of the Columbia apartment market every year. The Fall 2017 report indicated the following vacancy rates.

<u>Market Sector</u>	<u>Vacancy Rate</u>
Conventional	5.66%
Student Downtown	5.64%
Student Off-Campus	23.18%

The 2017 survey included 65 apartment complexes within the Columbia market. These complexes comprise two distinct market segments: the conventional market and student market. Each of which contain sub-sectors which were analyzed in the survey. The student complexes are defined as those that are purpose-built for this use and offer amenities that are attractive to this segment of the market. Twenty-three complexes in this survey were defined as student complexes. The remainder were defined as conventional complexes.

The off-campus student sector had the highest vacancy rate and the southwest sector of the conventional market had the lowest vacancy rate. The student market had the highest number of units added in the last two years. Many units were added to the downtown sector and it continues to capture a higher percentage of the market demand.

The off-campus student market showed a significant increase in vacancy over the last three years. During this period, the downtown sector has increased supply and captured a larger share of the overall student market, maintaining a relatively low vacancy rate compared to the off-campus sector. Some off-campus units have continued to have strong occupancy while some have struggled. The downtown student sector added about 1,400 beds to the market in the fall of 2017. These additional units came on-line in the face of two years of declining enrollment at the University of Missouri. The MU enrollment is projected to stabilize or increase somewhat in the Fall of 2018 and development of new units targeted for students is minimal. However, the graduation of one of the larger MU classes with replacement by a significantly smaller sophomore class will further adversely impact the apartment market.

Additional market rate apartments are also being added. The 2018 vacancy rates are expected to increase.

#### **COST OF LIVING INDEX**

The Columbia, MO MSA index averaged near 95% for several years. This rate is higher than Kansas City, Springfield, and St. Louis. Columbia's cost of living is below the U.S. average due in part to the affordability of housing.

#### **SUMMARY AND OUTLOOK**

Overall, Columbia is a prosperous community and an appealing place to live. The city's economic success is indirectly supported by its exceptionally high quality of life. There are a wide variety of cultural, social and recreational opportunities available to visitors and residents.

The economy of Columbia is generally stable due to the diversity of industries, which comprise the base. The government sector is large, and these jobs are generally affected less by business cycles than manufacturing and retail sectors. The medical and insurance industries are also reasonably stable. The stability of these industries filters into other businesses and job sectors, and the real estate market in general. The lower enrollment at the University of Missouri will adversely impact the local economy to some extent over the next few years.

In the future, we expect additional population growth as new job opportunities develop. Columbia's strategic location, economic stability, quality of life, and non-union orientation will continue to attract new employers over the long term.

### **MARKET CONDITIONS SUMMARY-1ST QUARTER 2018**

According to the January Beige Book for the Eighth District economic conditions have continued to improve at a modest pace since our previous report. Labor market conditions remain tight, the pace of hiring remains slow, while wage growth has been moderate. Reports on consumer spending were positive. Residential real estate conditions have improved modestly after a few months of sluggish home sales. District bankers reported moderate loan growth across most categories. Price pressures have increased moderately. Reports from general retailers, auto dealers, and hoteliers indicate consumer spending has grown modestly since our previous report. November real sales tax collections increased. Most manufacturing contacts expect conditions in 2018 to be similar to those in U.S. GDP is forecast to range from 2.2% to 2.8% with a midpoint of 2.5% in 2018. If tax changes provide a boost to growth 2018 real GDP may trend to the upper side of the range. This is the 10th year of economic expansion and GDP has averaged about 2.1% per year.

The Wells Fargo Housing Market Index (HMI) rose 5 points to 74 in December. This index is now at an 18-year high. Recession remains a low probability in the next few months. It appears likely the Federal Open Market Committee will raise short term interest rates three times in 2018.

Commercial property owners are the biggest beneficiaries of the tax bill. The 1031 exchange provision remains in place. Commercial landlords will still be entitled to a full mortgage interest deduction, in addition to benefiting from the reduced corporate tax rate of 21%. The bill also reduces the depreciation period for multifamily and commercial properties to 25 years. The new plan will likely be a net positive for the multifamily sector by discouraging home ownership.

The current 4.1% unemployment rate is indicative of a labor market that continues to tighten. Meanwhile, hiring, though strong, has been slowing since 2015.

Because the new economy is built on technology it will change the commercial real estate sector forever. Many brick and mortar stores are struggling to stay afloat as customers are increasingly choosing to make online purchases. Many retail properties are in prime locations and can easily be repurposed. E-commerce is propelling demand for warehousing in some locations. Situs RERC survey respondents did not predict much change in the CRE values in the next year as 80% said CRE values would remain the same, and 20% predicted a 1% increase. More respondents felt that the CRE price growth over the past recovery cycle will continue in 2018 and that the eventual correction in values will be minimal.

In Columbia, the local economy is buoyed by the number of persons employed by the University of Missouri, other state supported institutions, the medical industry and the insurance industry. At present, the University offers degree programs in 18 schools and colleges and maintains an enrollment of over 30,000. The enrollment has grown significantly over the past 10 years but has declined since 2015. The 2018 freshman class is projected to stabilize or increase slightly; however, it will be smaller than the 2018 graduating class, thus, total enrollment will likely decline again. Significant cuts in enrollment and funding have been met with reductions in staff and course offerings. Additional cuts to staff/programs are projected for Fall 2018. The University is making significant strides to improve the situation with changes in administration including a new chancellor and president.

In the near term, the funding cuts and lower enrollment will adversely affect most segments of the local economy to some extent. Real estate will not escape the effects. Student oriented businesses

and student housing are projected to be the most directly impacted, however, all segments will be affected to some extent. Staff reductions and uncertainty will adversely affect the single-family home market to some degree. Vacancies for Fall 2017 have increased while future rates will be dependent on the extent of enrollment declines and new apartment construction.

As the U.S. economic recovery gains momentum, most commercial markets have improved. The volume of land sales with commercial development potential has improved. There have been additional land sales for single-family residential development in 2017 as residential lot absorption continues at a steady pace and a backlog of cheaper lots has been absorbed. A strong demand for lots and small acreage home sites outside the city limits continues.

Land suitable for multi-family or student housing was in strong demand until 2016, especially in “The District”, however, the number of units under construction, combined with significant declines in enrollment at MU, has softened demand. Based on interviews with commercial brokers, demand for downtown land suitable for large multi-family projects has declined significantly due to the current market trends and uncertainty regarding the new development code. These same brokers indicated remaining interest is at considerably lower land prices than experienced through 2015.

Commercial improved property sales and leasing are reasonably strong. Appealing listings of commercial property are limited. The Plaza Commercial Realty 2017 Market Report indicates increases in occupancy for office and decreases for industrial markets. Retail occupancy remained stable. All remain below the national averages.

Nationally cap rates for most property segments declined since 2015 and projections are for stabilization through 2018. Higher interest rates are forecast to have more impact on deal volume than cap rates in 2018, but further interest rate increases could put upward pressure on cap rates.

Apartments have been the strongest segment both locally and nationally for the past few years and expansion of this market has continued through 2017. There were several student-oriented complexes that opened in August 2017. The new apartments delivered included downtown student housing (1,400+ beds) and market rate units in the southwest and southeast areas. Demographics of increasing population, young people entering the housing market, increasing immigrants likely to lease, and the increasing number of single person households all will have a positive effect on the future apartment market, however, declines in MU enrollment will likely offset gains in the next few years.

The local retail market has improved. Most national sources expect a stabilization of this sector through 2018. Online sales are adversely affecting growth of city revenue and the city’s ability to fund operations.

The retail and office space in The District (downtown business district) has experienced improved occupancy and increased rents. There have been more sales of improved properties for office or retail use. The retail market segment will be directly impacted by MU enrollment declines.

The demand for office space within The District remains relatively stable with governmental and financial institutions providing a stable base. Trends of less space per employee and more efficient use of space are likely to continue. Squeezing more people into less space will put structural stress on office building systems and public parking.

The general office market has been generally steady with limited new product coming on line. Demand by Veterans United, the largest local employer, has absorbed significant available supply. Medical office space in the local market continues to be in average demand however,

some projects are taking a wait and see approach regarding the future of Boone Hospital's operator. There are a few vacancies within medical office buildings in the local market.

The manufacturing/warehouse market is steady. While there has been growth in the industrial sector nationwide, locally there has been limited new development. Sources are indicating an improvement in leasing demand due to the improvement in the economy. While our market has had difficulty, along with the region, in securing larger manufacturing prospects, several older industrial buildings have sold, and several larger tracts of industrial land have been absorbed for new development.

American Outdoor Brands Corporation, a leading provider of quality products for shooting, hunting, and rugged outdoor enthusiasts, announced March 2 plans to potentially establish a national distribution center on about 180 acres east of Columbia in Boone County. Plans call for the company to break ground on the new 500,000 sq. ft. facility in the next several months. The company's plans to establish the new facility in Boone County are contingent upon the approval of incentives, completion of due diligence, and the finalization of agreements related to other terms and conditions.

On February 6, 2017, the Columbia City Council unanimously approved the Purchase and Sale Agreement of 100 acres of the city-owned Missouri state certified Sutter Industrial Site to AOD-MO Holdings, LLC. Affiliates of AOD-MO Holdings, LLC are the leading producers of store-brand organic milk and butter for U.S. retailers and are headquartered in Boulder, Colorado.

With this purchase and capital investment, AOD-MO Holdings, LLC will construct an approximately 80,000 square foot dairy processing facility including warehouse distribution of their product. The first phase of the project will include a capital investment of \$89 million in building and equipment. It will also create 100 or more full-time positions that pay an average wage above the Boone County average wage of \$36,225/annually (plus benefits). The project includes plans for an expansion anticipated within the first five years of operation that would bring an additional \$50 million capital and add an additional 40 or more full-time positions. Columbia ranked 4th among Missouri cities in 2016 with the most rentals and income for homeowners offering either one room or an entire house to out of town guests through Airbnb. The median Airbnb income for Columbia hosts was about \$2,200 or \$422,000 total. The local hotel market has experienced expansion of new facilities as some older properties struggle. A Drury Inn is under construction and an expansion of the Broadway Hotel downtown is planned. While long-term prospects for the area are good, the decline of MU enrollment and funding cuts will adversely impact the local economy to some extent over the next few years.

#### **NEIGHBORHOOD DESCRIPTION**

The subject property is located east of Highway 63 and Oakland Gravel Road and north of Starke Avenue at the northeast edge of the City of Columbia. The subject neighborhood is defined as those properties located along the Highway 63 corridor north of the Vandiver Drive interchange to the Wagon Trail Road overpass north of the subject. Said interchanges include (from north to south) Prathersville Road, Brown School Road, Route B, and Vandiver Drive.

The Prathersville Road interchange with Highway 63 includes mixed commercial uses. The northeast quadrant, with access from Masonic Drive, is developed with three fraternal related buildings that are office or institutional type use. There is also some undeveloped land zoned for office and residential uses in this area. The southeast quadrant and southwest quadrants are owned by Boone County and used for institutional uses including a juvenile detention facility and the former county Central Missouri Events Center. The northwest quadrant is developed with a Case farm implement dealership and some second-tier industrial uses.

Prathersville Road is a one-mile, two-lane, corridor between Range Line Street and Oakland Gravel Road. This area of mixed development includes residential, industrial and other second-tier commercial land uses. Developments along Prathersville Road include a retail strip center with a gas/ convenience store located at the corner of Prathersville Road and Range Line, a fitness center located in an older shop / warehouse building, an automotive repair business, a beer brewing facility and a Boone County Fire District station. There is also a large, multi-tenant office / warehouse building on Tower Drive toward the east end of the Prathersville Road corridor west of Highway 63. Commercial occupancy in the area is stabilized. Overall, Prathersville Road is a mixed-use corridor with residential and second-tier commercial land uses. While there are several tracts of industrial land for sale in the area, there has been recent sale and construction activity to suggest demand for the land is improving. At the east end of the corridor near Oakland Gravel Road is the former Boone County Central Missouri Events Center (subject). Cottonwoods RV Park is located on the east side of Oakland Gravel Road adjacent to the subject's northwest corner and includes a 97 pad RV park and campground.

Continuing south on Highway 63, the Oakland Gravel Road/Brown School Road interchange includes institutional uses in the northwest and northeast corners including the county jail and former Central Missouri Events Center with a few smaller commercially zoned, but largely undeveloped, tracts closer to the corners. The subject property is located in the northeast quadrant of this interchange on the east side of Oakland Gravel Road and north of Starke Avenue.

Route B is a major thoroughfare providing access from downtown through northeast Columbia, with traffic volumes ranging from approximately 13,000 to 20,000 cars per day. Route B, north of Highway 63, was widened to five lanes with existing development consisting of primarily sales/service and industrial type uses including Quaker Oats, 3M, Schneider Electric, Mid-City Lumber Co., Tractor Supply, and Kraft Foods/Oscar Mayer. A considerable amount of vacant land remains available along the east side of Route B north of Highway 63. The southern section of Route B, south of Highway 63, has also been widened. Commercial properties along this part of Route B are retail and service oriented. Some of the commercial uses south of Highway 63 include an Orscheln Farm and Home, Landmark Bank, Linweld, Midwest Block & Brick, RSC Rental Equipment, and UPS Freight.

The Vandiver Drive interchange includes a significant amount of vacant land, as well as a mix of commercial and residential uses. The west side of Highway 63 includes most of the existing development, with the Centerstate project anchored by Bass Pro Shops retail store and Menard's home improvement store, both located south of Vandiver, and residential and office-oriented uses north of Vandiver. The east side of Highway 63 is undeveloped; however, most of the land outside of the Hinkson Creek floodplain already has entitlements in place to permit additional commercial development. A 70-acre tract sold in the last two years at the southeast quadrant of Vandiver and Highway 63 and a 7-acre tract sold in the last three years at the northeast quadrant of the same intersection. No development has occurred on either tract. Both sites were purchased by investors. The I-70 and Highway 63 interchange is about one mile south of Vandiver. While most other Highway 63 interchanges within the city are near fully developed, considerable other vacant land along Highway 63 exists near the south city limits at the Gans Road interchange. This land would compete with the subject location to some extent but is generally considered superior in location.

The subject neighborhood is best described as a destination oriented, mixed use, neighborhood with mostly scattered public institutions, a few destination retail uses at prominent corner locations, offices, and considerable vacant land (much of which has infrastructure and entitlements in place). Demand for other retail and office use is projected to be weak. While some evidence of multi-family development exists further south along the corridor, demand for such use closer to the subject is projected to be weak. There has been recent demand for larger tracts



for light industrial use in the west part of the neighborhood and along Route B and Route Z. Future development is expected to be limited in the near term despite the availability of land, improving economy, and improving demand for properties further south of the subject. The Columbia CATSO major Roadway plan shows extension of Prathersville/Waco Road extending east to Route Z and I-70 which would improve access throughout the neighborhood, but the time frame for development is likely be several years.

#### **LOCAL INDUSTRIAL LAND MARKET**

Columbia benefits from its centralized location and association with one of nation's top universities; however, until the past two years, the local market has experienced nominal demand for new industrial development. A summary of industrial land sales in Columbia over the past 8 years is summarized below.

<b>Date</b>	<b>Location</b>	<b># of Acres</b>	<b>S/Acre</b>	<b>Rail</b>
2009	Route Z	22	\$10,000	No
2011	Leupold Court	10	\$18,000	No
2011	Trade Winds Parkway	113	\$13,000	No
2011	Brown Station Road	50	\$8,000	Yes
2012	Rangeline Road S. of I-70	14	\$18,557	No
2013	Tower Drive	3.46	\$40,462	No
2013	Paris Road	4.3	\$45,000	No
2014	Confidential	>75	\$8,000	No
2016	Trade Winds Parkway	30.24	\$13,000	No
2016	N. 763	134	\$11,190	No
2017	Route Z	22	\$22,000	No
2017	Route Z	186	\$15,000	No
2017	Waco	103	\$20,000	No
2017	Tower Drive	11	\$32,727	No

The three properties that sold in 2011 were tracts of land that had been developed as industrial subdivisions with most of the necessary infrastructure already in place. Each of these tracts were bank-owned and were sold at auction after foreclosure. In an interview with the former listing agents most thought the sale prices were below market value. Market conditions have improved since 2011, however, there has been minimal development on the 2011 sale tracts.

The small industrial tracts provide limited comparability to a larger tract such as the subject, but two small tracts (<10 acres) are considered herein as support of the overall volume and type of market activity that has occurred since the end of the recession. The two 2013 sale tracts sold to end users for prices over \$40,000 per acre. Several smaller tracts similar to these sales remain available in the market. Considering the market trends, supply, and demand, the larger subject parcel will command significantly lower unit values compared to these sales. More recent sales of larger tracts support a reasonably strong demand at prices below \$20,000 per acre.

We have also considered the number of active listings currently competing with the subject in the local market. A partial list of the properties and their respective sizes and list prices are noted on the following page. Additional land with industrial potential exists but is not presently listed on the open market. Also, similar land in surrounding smaller towns is available at prices of \$20,000 per acre or less.



The listings are comprised of land in all different phases of development, with most of the lots having the necessary infrastructure in place to permit immediate development; however, some of the larger tracts will require extension of public utilities and/or additional off-site improvements before development would be permitted. The smaller lots are located in various developments throughout the Columbia market.

<b>Certified Sites</b>		
<b>Location</b>	<b># of Acres</b>	<b>\$/Acre</b>
Heller Road 109		\$21,344
Highway 63 & Discover Parkway	115	\$2.30 (per s.f./lease)
<b>Other Sites Listed</b>		
<b>Location</b>	<b># of Acres</b>	<b>\$/Acre</b>
<b>North</b>		
5000 Paris Road Hinshaw East	81	\$30,000
Singleton Road (Centralia)	48	\$15,000
5001 Paris Road Hinshaw West 26		\$36,538
11507 Route B (Hallsville) 200		\$15,000
Cartwright Park (Ashland)	380	N.A.
Heller Road 174		\$19,388
<b>East</b>		
I-70 Drive SE & Route Z	22	\$196,020
<b>South</b>		
Meyer Industrial Drive	60.5	\$76,104
696 Highway UU	135	\$105,000

There are currently two Missouri Certified Sites available including: 109 acres also in northern sector at Brown Station Road and Heller Road (Ewing Industrial Park/Lender); and 123 acres in the southern sector at Highway 63 and Discovery Parkway (University of Missouri). Site certification provides a standardized tool by which both development professionals and businesses can review prospective sites for compatibility with their development needs. Economic development sources indicated that those sites that are not certified are at a considerable disadvantage when competing against other sites that are certified.

Most of the listed tracts have been marketed for an extended period of time and have received nominal interest. The list price of some parcels has been lowered over the past two years. Activity for this type of land has increased recently, with roughly 450 acres being purchased for three developments. This absorption level is in stark contrast to the prior 10-year rate and is due in part to improvement in the overall economy, lower land prices, and strong industrial development efforts by REDI.

As supported by the data available, there is a limited, but competitive/active, market for the smaller (<5 acres) tracts, which is primarily comprised of local buyers/end-users that have purchased the tracts for immediate development. Sales prices for these smaller tracts has increased somewhat, but volume remains low.

Although there have been recent large sales for immediate development, the long-term average absorption by end industrial users is lower. Based on local sites marketed publicly, a total of about 1,400 acres are available. These sites range in size and do not include the subject property. Five tracts are over 100 acres. The past 10-year absorption rate is estimated at about 80 acres per year, however, it is unknown if this rate can be sustained. Roughly one-half of this absorption occurred in the past two years. At a rate of 80 acres per year the present availability would supply the market demand for about 17 years. Considering the industrial market trends, demand for industrial land has fluctuated significantly over the past ten years. The most recent sales of larger industrial tracts have sold at prices significantly below the historical list prices for similar land.

FILED FOR RECORD IN BOONE COUNTY, MISSOURI  
NORA DITZEL, RECORDER OF DEEDS

### PROPERTY BOUNDARY SURVEY

A SURVEY IN THE SOUTHEAST QUARTER OF SECTION 19,  
THE SOUTHWEST QUARTER OF SECTION 20, THE NORTHEAST  
QUARTER OF SECTION 29, AND THE NORTHWEST QUARTER OF SECTION 30,  
ALL IN TOWNSHIP 49 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI  
JANUARY, 2018

#### CERTIFICATION

I HEREBY CERTIFY THAT IN JANUARY OF 2018, I COMPLETED A SURVEY FOR THE BOONE COUNTY COMMISSION, OF A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19,  
THE SOUTHWEST QUARTER OF SECTION 20, THE NORTHEAST QUARTER OF SECTION 29, AND THE NORTHWEST QUARTER OF SECTION 30, ALL IN TOWNSHIP 49 NORTH, RANGE 12 WEST,  
BOONE COUNTY, MISSOURI, AS SHOWN BY THE DEEDS RECORDED IN BOOK 90, PAGE 260, BOOK 109, PAGE 260, BOOK 142, PAGE 274, AND BOOK 249, PAGE 216, BEING A PORTION OF THE  
SURVEY RECORDED IN BOOK 302, PAGE 841, ALL OF THE BOONE COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1  
BEGINNING AT THE CORNER CORNER TO SAID SECTIONS 19, 20, 29, AND 30, TRACED ALONG THE SOUTH LINE BETWEEN SECTIONS 19 AND 20, 1,070.00 FEET TO THE  
SOUTHWEST CORNER OF THE SURVEY RECORDED IN BOOK 153, PAGE 16, TRACED ALONG THE SOUTH LINE OF SAID SURVEY, 5,897.00 FEET, 1,093.50 FEET TO THE SOUTHWEST CORNER OF  
SAID SURVEY, ALSO BEING ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 19, 20, AND SAID SURVEY RECORDED IN BOOK 104, PAGE 841, TRACED ALONG THE WEST LINE OF SAID SURVEY, 5,070.00 W,  
1,840 FEET TO A POINT ON THE SECTION LINE BETWEEN SECTIONS 20 AND 29, TRACED ALONG SAID SECTION LINE, 5,897.00 FEET TO THE NORTHWEST CORNER OF  
THE NORTHWEST QUARTER OF SAID SECTION 20, TRACED ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 20, 5,070.00 W, 2,004.50 FEET, TRACED ALONG SAID QUARTER  
SECTION LINE, N 89°50'00" W, 1,070.00 FEET TO A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 20, TRACED ALONG THE EAST-WEST QUARTER SECTION LINE AND ALONG  
THE NORTH AND EASTERN RIGHT-OF-WAY OF SAID RURAL PROJECT FOR THE FOLLOWING (TRENDS IN CALLS): N 10°20'00" E, 3.54 FEET, TRACED N 87°00'00" W, 1,062 FEET, TRACED  
N 82°00'00" W, 3,410 FEET, TRACED N 67°00'00" W, 1,061 FEET, TRACED N 24°20'00" W, 1,756 FEET, TRACED N 10°00'00" W, 1,600 FEET, TRACED N 74°40'00" W, 1,482 FEET, TRACED  
N 89°10'00" W, 2,830 FEET TO A POINT ON THE SECTION LINE BETWEEN SAID SECTIONS 29 AND 30, TRACED ALONG SAID SECTION LINE, N 02°30'00" E, 1,000.00 FEET TO THE SOUTHWEST  
CORNER OF THE SURVEY RECORDED IN BOOK 481, PAGE 816, ALSO BEING THE SOUTHWEST CORNER OF THE HAWKNEY DEED RECORDED IN BOOK 490, PAGE 14, OF BOONE COUNTY  
RECORDS, TRACED WITH THE SOUTH LINE OF SAID SURVEY AND HAWKNEY DEED, 5,897.00 FEET TO THE SOUTHWEST CORNER OF SAID HAWKNEY DEED, TRACED WITH THE  
EAST LINE OF SAID HAWKNEY DEED, N 87°00'00" E, 3,048 FEET TO THE NORTHWEST CORNER OF SAID HAWKNEY DEED, TRACED ALONG THE NORTH LINE OF SAID HAWKNEY DEED,  
N 89°45'00" W, 6,340 FEET TO THE NORTHWEST CORNER OF SAID SURVEY, BEING ON SAID SECTION LINE, 5,070.00 FEET TO THE BEGINNING AND CONTAINING 256.1 ACRES MORE OR LESS, THIS TRACT MAY BE SUBJECT TO  
EASEMENTS UNRECORDED OR UNDISCOVERED BY INFORMATIONAL REPORT NUMBER 112001.

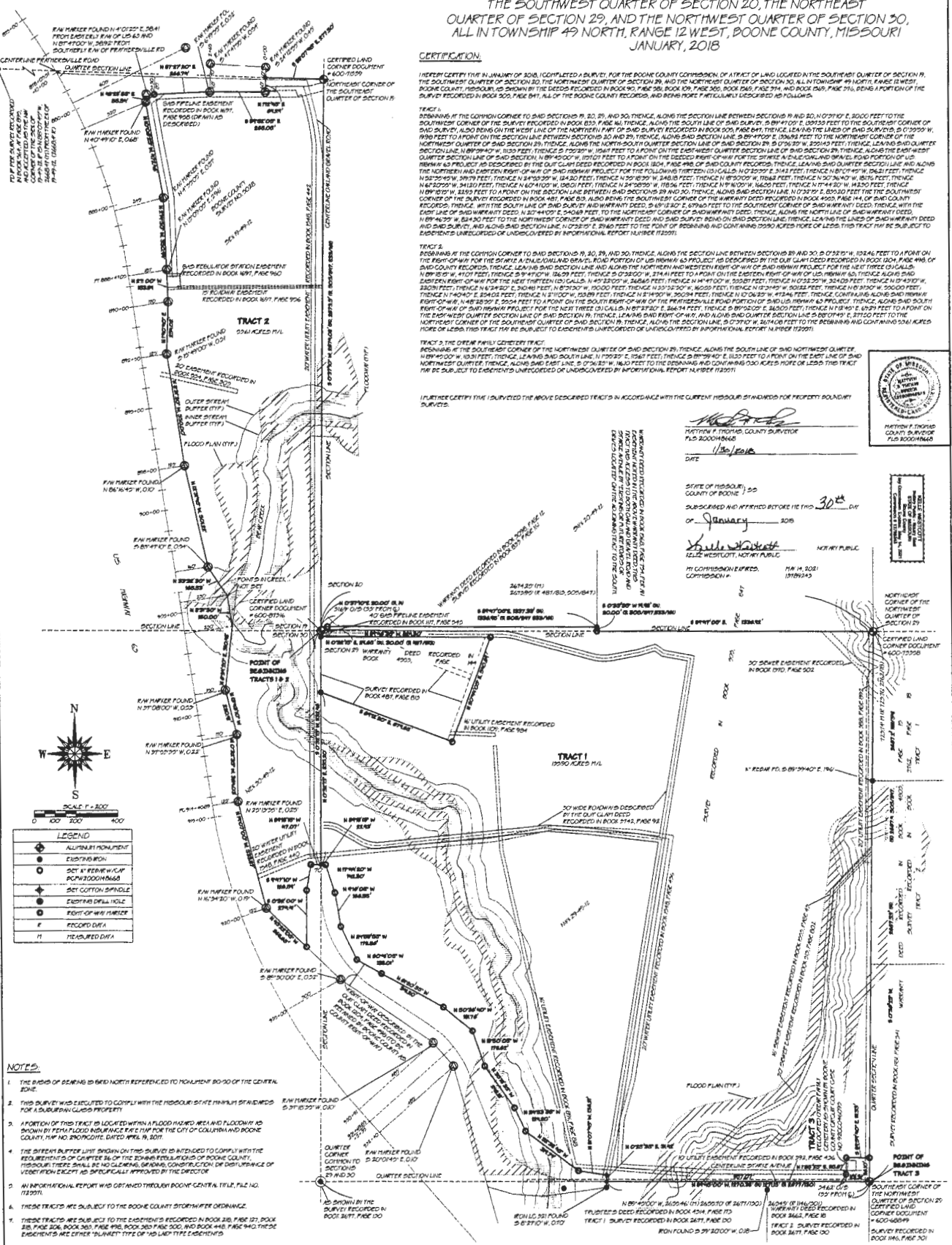
TRACT 2  
BEGINNING AT THE CORNER CORNER TO SAID SECTIONS 19, 20, 29, AND 30, TRACED ALONG THE SECTION LINE BETWEEN SECTIONS 29 AND 30, 5,070.00 FEET TO A POINT ON  
THE RIGHT-OF-WAY FOR THE STATE HIGHWAY (US 160) ROAD PORTION OF US HIGHWAY 160 PROJECT AS DESCRIBED BY THE QUIET CLAIM DEED RECORDED IN BOOK 104, PAGE 148 OF  
BOONE COUNTY RECORDS, TRACED ALONG SAID SECTION LINE AND ALONG THE NORTHERN AND WESTERN RIGHT-OF-WAY OF SAID HAWKNEY DEED FOR THE NEXT THREE (3) SAID  
N 89°15'00" W, 4,701 FEET, TRACED S 87°00'00" W, 1,829 FEET, TRACED S 03°30'00" W, 274 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY OF US HIGHWAY 160, TRACED ALONG SAID  
EASTERN RIGHT-OF-WAY FOR THE NEXT THREE (3) CALLS: N 42°00'00" W, 3,646 FEET, TRACED N 10°20'00" E, 5,000 FEET, TRACED N 10°20'00" W, 1,000 FEET, TRACED N 10°20'00" W,  
3,000 FEET, TRACED N 42°00'00" E, 3,048 FEET, TRACED N 02°30'00" E, 1,000 FEET, TRACED N 02°30'00" W, 1,000 FEET, TRACED N 02°30'00" W, 1,000 FEET, TRACED N 02°30'00" W,  
1,000 FEET, TRACED N 10°20'00" W, 1,000 FEET, TRACED N 10°20'00" W, 1,000 FEET, TRACED N 10°20'00" W, 1,000 FEET, TRACED N 10°20'00" W, 1,000 FEET, TRACED N 10°20'00" W,  
1,000 FEET, TRACED N 10°20'00" W, 1,000 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF THE HAWKNEY DEED, TRACED ALONG SAID RIGHT-OF-WAY PROJECT, TRACED ALONG SAID  
RIGHT-OF-WAY OF SAID HAWKNEY DEED FOR THE NEXT THREE (3) CALLS: N 87°00'00" E, 3,048 FEET, TRACED S 87°00'00" E, 3,048 FEET, TRACED N 87°00'00" E, 3,048 FEET TO A POINT ON  
THE HAWKNEY DEED SECTION LINE OF SAID SECTION 19, TRACED ALONG SAID SECTION LINE, 5,070.00 FEET TO THE BEGINNING AND CONTAINING 256.1 ACRES MORE OR LESS, THIS TRACT MAY BE SUBJECT TO  
EASEMENTS UNRECORDED OR UNDISCOVERED BY INFORMATIONAL REPORT NUMBER 112001.

TRACT 3  
BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29, TRACED ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER  
N 89°45'00" W, 1,031 FEET, TRACED N 10°20'00" E, 1,000 FEET, TRACED S 89°45'00" W, 1,031 FEET TO A POINT ON THE EAST LINE OF SAID  
NORTHWEST QUARTER SECTION LINE OF SAID SECTION 19, TRACED ALONG SAID SECTION LINE, 5,070.00 FEET TO THE BEGINNING AND CONTAINING 256.1 ACRES MORE OR LESS, THIS TRACT MAY BE SUBJECT TO  
EASEMENTS UNRECORDED OR UNDISCOVERED BY INFORMATIONAL REPORT NUMBER 112001.

I HEREBY CERTIFY THAT I SURVEYED THE ABOVE DESCRIBED TRACTS IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

*[Signature]*  
NATHAN F. THOMAS, COUNTY SURVEYOR  
PLD 200001646  
DATE: 1/30/2018

STATE OF MISSOURI, 20  
COUNTY OF BOONE  
SUBSCRIBED AND AFFIRMED BEFORE ME THIS 30th DAY  
OF January, 2018  
NATHAN F. THOMAS, NOTARY PUBLIC  
PLD 200001646  
MY COMMISSION EXPIRES: 01/18/2023



LEGEND

Symbol	ALTIMETER POINTMENT
Symbol	EXISTING MON.
Symbol	SET IN REAR W/ CAP
Symbol	SET COTTON SPINDLE
Symbol	EXISTING DRAIN HOLE
Symbol	RIGHT-OF-WAY CENTER
Symbol	RECORDED DEED
Symbol	MEASURED DATA

#### NOTES

1. THE BEARING OF BEARING IS BEING NORTH REFERENCED TO TOUGHTON 90-50 OF THE CENTRAL ZONE.
2. THIS SURVEY WAS EXECUTED TO COMPLY WITH THE MISSOURI STATE MINIMUM STANDARDS FOR A SURVEYING CLASS PROPERTY.
3. A PORTION OF THIS TRACT IS LOCATED WITHIN A FLOOD HAZARD AREA AND FLOODING IS SHOWN BY FEMA FLOOD INSURANCE RATE MAP FOR THE CITY OF COLUMBIAN AND BOONE COUNTY, MISSOURI, DATED APRIL 19, 2011.
4. THE BOUNDARY LINES SHOWN ON THIS SURVEY ARE INTENDED TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 160 OF THE REVENUE STATUTES OF BOONE COUNTY, MISSOURI. THERE SHALL BE NO CLAIMS, DEMANDS, CONSIDERATION OF DISTURBANCE OR VIOLETION DEEDS, AS SPECIFICALLY APPROVED BY THE RECORDER.
5. AN INFORMATIONAL REPORT WAS OBTAINED THROUGH BOONE COUNTY CENTRAL TITLE, FILE NO. 112001.
6. THESE TRACTS ARE SUBJECT TO THE BOONE COUNTY STORMWATER ORDINANCE.
7. THESE TRACTS ARE SUBJECT TO THE EASEMENTS RECORDED IN BOOK 106, PAGE 121, BOOK 106, PAGE 206, BOOK 263, PAGE 196, BOOK 263, PAGE 300, AND BOOK 448, PAGE 140. THESE EASEMENTS ARE CENTER "BANKLINE" TYPE OF "NO LAMP" TYPE EASEMENTS.

Boone County Resource Management Department  
Engineering Division  
801 W. Main, Room 310, Phone: 913-686-4100  
Columbia, Missouri 65201, Fax: 913-686-4340

APPROVED FOR RECORDING THIS 30th DAY OF January, 2018.  
*[Signature]*  
STAT. MANAGER, DIRECTOR OF RESOURCE MANAGEMENT  
NATHAN F. THOMAS

Recorded in Boone County, Missouri  
Date and Time: 6:10:02 PM - 10:22:15 AM  
Instrument #: 2018011546 Book: 482 Page: 155  
Volume #: 815  
Recording Fee: \$22.50  
No. of Pages: 1  
Nathan F. Thomas, Notary Public  
PLD 200001646





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/6/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Liberty Mutual Insurance Co. Nat'l Ins Northeast 2000 Westwood Dr. Wausau, WI 54401  www.LibertyMutual.com	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: CMeCertProduction@LibertyMutual.com  <b>INSURER(S) AFFORDING COVERAGE</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B: LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER C: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: LM Insurance Corporation	33600	INSURER C: Liberty Insurance Corporation	42404	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #														
INSURER A: Liberty Mutual Fire Insurance Company	23035														
INSURER B: LM Insurance Corporation	33600														
INSURER C: Liberty Insurance Corporation	42404														
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER: 49161145** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TB2-C21-004175-289	1/1/2019	1/1/2020	EACH OCCURRENCE \$3,000,000
TB2-C21-092036-149				1/1/2019	1/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
TB5-C21-092036-869				1/1/2019	1/1/2020	MED EXP (Any one person) \$	
							PERSONAL & ADV INJURY \$3,000,000
							GENERAL AGGREGATE \$3,000,000
							PRODUCTS - COMP/OP AGG \$3,000,000
							\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	AS2-C21-004175-339	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000
AS2-C21-092036-219				1/1/2019	1/1/2020	BODILY INJURY (Per person) \$	
AS2-C21-092036-919				1/1/2019	1/1/2020	BODILY INJURY (Per accident) \$	
AS5-C21-004335-269				1/1/2019	1/1/2020	PROPERTY DAMAGE (Per accident) \$	
							\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED:      RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	WA5-C2D-092036-119	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
WA5-C2D-092036-249				1/1/2019	1/1/2020	E.L. EACH ACCIDENT \$1,000,000	
WC5-C25-004335-979				1/1/2019	1/1/2020	E.L. DISEASE - EA EMPLOYEE \$1,000,000	
WA7-C2D-004335-059				1/1/2019	1/1/2020	E.L. DISEASE - POLICY LIMIT \$1,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate holder is additional insured with regards to general liability as their interest may appear where required by written contract.

<b>CERTIFICATE HOLDER</b> Columbia MO Trailer Staging, Boone County Fairgrounds  County of Boone, Missouri C/O Purchasing Department 613 E. Ash Street Columbia MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Karyn Lessard
--	---

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AGENCY CUSTOMER ID: LM\_116

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

<b>AGENCY</b> Liberty Mutual Insurance Co. Nat'l Ins Northeast		<b>NAMED INSURED</b> UNITED PARCEL SERVICE, INC. 55 GLENLAKE PARKWAY, NE ATLANTA GA 30328	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** County of Boone, Missouri C/O Purchasing Department

**ADDRESS:** 613 E. Ash Street Columbia MO 65201

If changes/revisions to this certificate are necessary, you may email your request to CMeCertProduction@libertymutual.com.

If you no longer require this certificate and do not need on an annual basis, please email the certificate to our office and instruct us to delete from our database.

261-2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

25th

day of

June

20 19

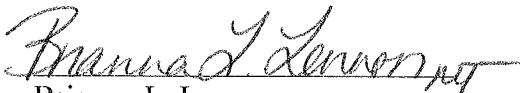
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Form of Natural Gas Transportation Agreement with Union Electric Company Gas Service for Contract 41-30JUN19C.

Terms of the agreement are stipulated in the attached Agreement. It is furthered ordered the Presiding Commissioner is hereby authorized to sign said Form of Natural Gas Transportation Agreement.

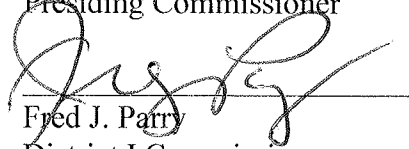
Done this 25th day of June 2019.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parr  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: June 19, 2019  
RE: Contract (41-30JUN19C) with Union Electric Company Gas Service

A review team was organized at the County to review 3rd party natural gas transportation. Ameren natural gas customers in Missouri meeting the minimum threshold of 5,000 CCF natural gas usage are eligible to switch to "transport gas/deregulated gas". We have three buildings that qualify: Boone County Government Center, Boone County Jail, and Boone County Courthouse.

The review committee consisted of the following:

Janet Thompson, Commissioner District II  
June Pitchford, Boone County Auditor  
Doug Coley, Director of Facilities Maintenance  
Mary Epping, Court Administrator  
Greg Edington, Director of Road & Bridge  
CJ Dykhouse, Legal Counsel  
Gary German, Captain, Sheriff Dept.

The review committee recommends these three buildings switch to transport gas. It is estimated that we will save approximately 12% annually (\$11,500 a year).

There will be up front costs of about \$3,000 per building to install an electrical supply and telephone line for each gas meter location. There will also be ongoing monthly costs of a dedicated phone line to the meters.

Attached for signature is a contract with Union Electric Company Gas Service (Ameren) to switch these three buildings to transport gas. Facilities Maintenance will be the administrator of the contract and will review and pay invoices.

cc: File



P.S.C. Mo. No. 2 1st Revised SHEET No. 16.4  
Cancelling P.S.C. Mo. No. 2 Original SHEET No. 16.4

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

\*11. Form of Natural Gas Transportation Agreement

\*\* **THIS AGREEMENT**, made and entered into this 25th day of June, 2019, by and between UNION ELECTRIC COMPANY, a Missouri corporation, its successors or assigns, hereinafter referred to as "Company," and the Transportation Customer, Boone County, a Missouri political subdivision corporation with a facility in Columbia, Missouri, its successors or assigns, hereinafter referred to as "Customer,"

**WITNESSETH:**

**WHEREAS**, Company owns and operates facilities for the distribution and sale of natural gas to Customer's premises; and

**WHEREAS**, Customer is entering into contracts for the purchase of natural gas for its own use from producers, marketers or from other suppliers and is arranging for the delivery of said gas to Company at one of its city gate stations; and

**WHEREAS**, Customer desires to contract with Company for the transportation of said gas through the distribution mains and pipes of Company to Customer's premises; and

**WHEREAS**, Company has agreed to the said request for transportation and Customer has agreed to transportation service from Company, subject to the terms and conditions of Company's Missouri Public Service Commission (Commission) approved Natural Gas Transportation Service tariffs.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements as herein set forth, both Company and Customer agree as follows:

### ARTICLE I - SERVICE AND RATES

Company agrees to receive and transport for Customer's account quantities of natural gas up to a Maximum Daily Quantity (MDQ) of \_\_\_\_\_ Ccfs per day, plus a quantity of gas for Shrinkage or Line Losses as provided for in Article III below. Customer agrees to pay Company for all services provided under this Agreement at the applicable rate and other charges specified in Company's Commission approved Natural Gas Transportation Service tariffs, as the same may be revised from time to time.

\*Indicates Reissue.  
\*\*Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003  
DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007  
ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address



# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

NATURAL GAS TRANSPORTATION SERVICE

\*

**ARTICLE II - TERMS AND CONDITIONS**

This Agreement in all respects shall be and remain subject to the terms and conditions of Company's Commission approved tariffs, including without limitation its applicable rates, service classifications, riders and general rules and regulations, all of which are by this reference made a part hereof. This Agreement, including Company's Commission approved tariffs, shall be subject at all times to review, control, modification and regulation by the Commission in accordance with law.

Customer agrees that Company shall have the unilateral right to file with the Commission or any other appropriate regulatory authority and make changes effective in Company's Commission approved tariffs applicable to the service rendered hereunder. Company agrees that Customer may protest or contest such filings, and Customer does not waive any rights it may have with respect to such filings.

**ARTICLE III - LINE LOSSES**

In addition to collection of the rates and charges provided for in Article I above, Company shall retain the applicable percentage provided pursuant to Company's Commission approved tariffs of the quantities received from Customer hereunder, for reimbursement in kind from Customer for shrinkage or line losses.

**ARTICLE IV - TERM**

\*\* This Agreement shall be effective for one (1) year and shall be automatically renewed in increments of one (1) year. Termination of this agreement is subject to the Company's Commission approved tariffs.

Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by Company's Commission approved tariffs shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

**ARTICLE V - DELIVERY POINTS**

Customer will provide for delivery to Company of the volumes of natural gas to be transported at the city gate station on the distribution system of Company which serves Customer's premises, and Company shall deliver said volumes of gas to the outlet side of the Company meter at Customer's premises. In cases where Customer is served from a "Main Line Tap," the outlet of the city gate meter and Company delivery to Customer may be one and the same. Gas transported hereunder will be delivered to Company in the state of Missouri.

\*Indicates Reissue.  
\*\*Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address

P.S.C. Mo. No. 2 1st Revised SHEET No. 16.6  
 Cancelling P.S.C. Mo. No. 2 Original SHEET No. 16.6

## UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

### NATURAL GAS TRANSPORTATION SERVICE

\*

#### ARTICLE VI - BILLING

All matters relating to billing, including, but not limited to, late payment charges and termination of service for nonpayment, shall be governed by Company's Commission approved tariffs regarding transportation service and applicable sales service.

#### ARTICLE VII - VOLUME OF GAS AND MEASURING EQUIPMENT

The volume of gas delivered to Customer will be that measured by the Company's meter at Customer's premises. It is Customer's responsibility to purchase or otherwise have delivered to its upstream transporter(s) sufficient quantities of gas to provide for the delivery through Company's meter. For all transport gas passing through Company's meter, 1000 CF and 1 dekatherm shall be considered equal.

Company will not be a party to solving disputes which arise between Customer, its upstream transporter(s), producers, marketers, or others, or agents of any of the above parties. Customer will be responsible for providing Customer's upstream transporter(s), producers, marketers, or others, any notices which are required by their contract for gas and delivery service.

Company reserves the right to provide a billing based on estimated quantities of gas delivered to Customer if a breakdown or other difficulty with metering equipment should occur.

Company is not in any way responsible for quality or quantity of gas delivered by a producer, marketer or other supplier to Customer's upstream transporter(s), and makes no warranties of any kind, express or implied, in such regard.

#### ARTICLE VIII - QUALITY AND PRESSURE OF GAS DELIVERED FOR TRANSPORTATION

The gas delivered by a producer or supplier to Company for transportation to Customer shall at all times be merchantable gas continuously conforming to the specifications applicable to gas delivered to Company by Customer's upstream transporter(s). Company shall have the right to refuse delivery of any gas not conforming to those specifications.

Delivery pressures to Customer shall be consistent with those presently provided for in Company's Commission approved tariffs. The maintenance of delivery pressure shall be subject to the demands of firm sales customers of Company being served at any particular time.

Company recognizes that the gas delivered to Customer will be commingled with other gas owned by Company. Therefore, to the extent gas delivered to Customer is not the same gas received by Company for transportation hereunder, the Company warrants that such gas will meet the Company's quality standards for gas sold to Customer under the Company's applicable Commission approved rate tariffs.

\*Indicates Reissue.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

NATURAL GAS TRANSPORTATION SERVICE

\*

**ARTICLE IX - TITLE TO GAS**

It is understood and agreed by the parties that in the performance of this Agreement, Company is engaged in a transportation service only and that ownership of the gas transported will at all times remain vested in Customer.

Customer hereby warrants its title to all gas delivered to Company hereunder and that such gas shall be free and clear from all liens, claims, and encumbrances whatsoever.

Company shall have no liability or responsibility for control of the gas to be transported until it is received by the Company from Customer's upstream transporter(s) at the point of interchange between the Company and Customer's upstream transporter(s). From such point, said gas shall be in the exclusive control of Company until redelivered to Customer's premises and Company shall be solely responsible for loss of (except as otherwise provided herein with respect to line losses or shrinkage), and damage caused by said gas.

**ARTICLE X - LIABILITIES**

Each party hereto assumes full responsibility and liability for its negligence in the operation of facilities owned by it or otherwise in connection with the purchase and/or transportation of gas. If gas service is discontinued by Customer's supplier for whatever reason, Customer agrees to waive with respect to Company any loss, claim, damage, or expense that Customer may incur by reason of such discontinuance.

**ARTICLE XI - REPRESENTATIONS**

Customer represents and warrants that if it uses natural gas primarily to heat a premise that provides temporary or permanent living quarters for individuals that: (i) it has contracted for primary firm capacity with the upstream supplying intrastate and/or interstate pipelines to meet Customer's peak needs or (ii) it has adequate and usable alternative fuel facilities to meet Customer's energy needs. In connection with representation (i) above, Customer agrees to provide Company copies of all of its contract(s) for primary firm upstream transportation capacity. Customer agrees to permit Company to inspect Customer's premises to verify its compliance with representation (ii) above. These representations and warranties shall survive the execution and delivery of this Agreement and shall continue in force throughout the term of this Agreement.

\*Indicates Reissue.

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DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address

P.S.C. Mo. No. 2 Original        SHEET No. 16.8  
Cancelling P.S.C. Mo. No.        SHEET No.       

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

NATURAL GAS TRANSPORTATION SERVICE

\*

**ARTICLE XII - NOTICES**

Any notice or notices given by either party under the terms of this Agreement shall be sent by certified mail to the following addresses:

\*\* To Company: Union Electric Company  
Holly Wipfler  
2001 Maguire Blvd  
Columbia MO 65201  
Attn: Holly Wipfler  
Customer Services-Advisor

Customer: Boone County  
Attn: Purchasing Dept.  
613 E. Ash Street  
Columbia, MO 65201

or to such other addresses as either party may from time to time designate in writing.

The parties agree to notify the other of the name and address of the person or persons authorized to act for the party in respect to the routine operating matters under this Agreement and routine operating requests, reports, billings, and other matters of a routine nature shall, upon such notification, be directed to the persons so designated.

the parties hereto, in consideration of the agreements contained herein, have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

Boone County, Missouri

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*see attached signature page*

\*Indicates Reissue.  
\*\*Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address



# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

1. Availability.

This service schedule is available: 1) to all non-residential customers on a per meter basis and 2) to the premises of "Eligible School Entities," which are the eligible school entities as defined in Section 393.310 RSMo, 3) to the premises of eligible school entities as defined in Section 393.310 RSMo which were on sales service during the immediately preceding twelve (12) months ("New Eligible School Entities"). Such service is applicable to individual customers that can individually secure and arrange for the delivery of sufficient supplies of natural gas to the Company's designated city gate and to the Eligible School Entities and New Eligible School Entities that can do so through aggregate contracts negotiated by and through a not-for-profit school association. The Company will not provide this service to any customer who uses such gas primarily to heat premises that provides temporary or permanent living quarters for individuals, unless the customer demonstrates to the Company that it has contracted for primary firm capacity with the upstream supplying intrastate and/or interstate pipelines to meet the customer's peak needs, or unless the customer demonstrates to the Company that the customer has adequate and usable alternative fuel facilities to meet the customer's energy needs.

The "transportation customer" shall be responsible for the purchase and transportation of its gas needs to the Company's city gate which serves such customer.

The Company shall not sell gas to any of its transportation customers except as specifically provided for in this service classification.

\*2. Monthly Customer, EGM and Volumetric Meter Reading Rates. (4)

	<u>Standard Transportation (1)</u>	<u>Large Volume Transportation (2)</u>
Customer Charge:	\$28.72	\$1,451.53 per month
Electronic Gas Meter (EGM) Charges (3):		
Administrative Charge:	\$43.45	\$43.45 per month
Meter Equipment Charge:	Section G. Miscellaneous Charges Sheet No. 20.1, as applicable.	
Transportation Charge:		
First 7,000 Ccf	30.89¢ per Ccf	30.89¢ per Ccf
All Over 7,000 Ccf	17.28¢ per Ccf	14.84¢ per Ccf
Aggregation and Balancing Charge:		
Eligible School Entities and New Eligible School Entities Only	0.44¢ per Ccf	0.44¢ per Ccf

\* Indicates Change.

Issued Pursuant to the Order of the Mo.P.S.C. in Case No. GR-2010-0363.

DATE OF ISSUE January 21, 2011                      DATE EFFECTIVE February 20, 2011

ISSUED BY Warner L. Baxter                      President & CEO                      St. Louis, Missouri  
Name of Officer                      Title                      Address

## UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

### NATURAL GAS TRANSPORTATION SERVICE

- (1) A customer, at the date of its contract, whose annual transportation requirements are expected to be 600,000 Ccf or less.
- (2) A customer, at the date of its contract, whose annual transportation requirements are expected to be greater than 600,000 Ccf.
- \* (3) Not applicable, to the individual meters of Eligible School Entities, and New Eligible School Entities as defined in paragraph 1. above, using less than one hundred thousand Ccfs annually.
- \* (4) In addition to the charges contained herein all Eligible School Entities and New Eligible School Entities shall pay all costs necessary to ensure that the Company, its other customers and local taxing authorities will not have or incur any negative financial impact as a result of the natural gas aggregation program established by Section 393.310, RSMo.

#### Authorized Gas Use Charge:

All Ccf of Company-owned gas consumed by customer with authorization from Company during periods of non-interruption of any sales service will be billed at the applicable service area's firm sales service Purchased Gas Adjustment (PGA) factor plus 40%. The payment of the Authorized Gas Use Charge will be in addition to the above Customer, EGM and Transportation Charges. Company will not actively market the sale of Company-owned gas to transportation customers and will sell such gas only in response to the transportation customer's request. Authorized Use gas shall not be available to a transportation customer for more than twenty (20) days out of any calendar month.

#### Unauthorized Gas Use Charge:

- \* All Ccf of Company-owned gas consumed by customer without authorization from Company, will be billed at the "Unauthorized Gas Use Charge". This charge shall be applicable to customers that are impacted by Critical Day and/or curtailment provisions. Company will provide Customer no less than two (2) hours advance notification before assessing Unauthorized Gas Use Charges. The payment of the Unauthorized Gas Use Charge will be in addition to all other charges specified in this rate. Regardless of the assessment of the Unauthorized Gas Use Charge, the Company retains the right to terminate such unauthorized use by disconnecting the customer's service if necessary to protect the reliability of service to other customers. Unauthorized Gas Use Charges shall be billed as follows:

\* Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007      DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss      President & CEO      St. Louis, Missouri  
Name of Officer      Title      Address

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

### Unauthorized Gas Use Charge:

- 1) \$6.00 (six dollars) for each Ccf of unauthorized use, plus
- 2) 150% (one hundred fifty percent) of the highest cost of gas purchased by the Company during the Unauthorized Gas Use Charge Period, plus
- 3) all intrastate and/or interstate pipeline penalties and other charges incurred by the Company which are attributable to a customer's unauthorized use.

All intrastate and interstate pipeline penalties and other charges shall be attributed and assigned to the unauthorized gas used by the specific transportation customer.

All Unauthorized Gas Use Charge revenues billed to customers will be considered as gas cost recovery and will be used in the development of the Actual Cost Adjustment (ACA) factor of the Company's Purchased Gas Adjustment (PGA) Clause.

3. Minimum Monthly Charge. The Customer Charge, EGM Administrative Charge and, as applicable, the EGM Meter Equipment Charge.
4. Purchased Gas Adjustment. All customers receiving transportation service will be subject to the provisions of the Company's PGA clause, Rider A. The ACA component of the Company's PGA clause shall be applicable to New Eligible School Entities for the first twelve (12) months of their participation in the gas aggregation program.
- \* 5. Payments. Bills will be rendered at monthly intervals and are due and payable within ten (10) days from their date of mailing and become delinquent after twenty-one (21) days from their date of mailing. Pursuant to Section VIII.F. of Company's Rules and Regulations, any portion of any bill, other than deposit arrears, remaining unpaid after the delinquent date will have a late payment charge added thereto.
6. Term of Contract. Service hereunder shall be for a minimum period of one (1) year.

\*Indicates Change.

Issued Pursuant to the Order of the Mo.P.S.C. in Case No. GR-2010-0363.

DATE OF ISSUE January 21, 2011 DATE EFFECTIVE February 20, 2011

ISSUED BY Warner L. Baxter President & CEO St. Louis, Missouri  
Name of Officer Title Address



## UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

### NATURAL GAS TRANSPORTATION SERVICE

\* 7. Tax Adjustment.

Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to the customers under the jurisdiction of the taxing authority. For New Eligible School Entities participating in aggregate purchasing contracts, all applicable taxes shall be computed based on billed revenues determined under paragraph 2. above. Additional applicable taxes shall also be levied and computed based upon the total actual gas supply and capacity release costs incurred on behalf of each of the accounts within the group of individual New Eligible School Entities. Such additional taxes applicable to the latter accounts will be paid each month directly to the appropriate taxing authority by each school or by the school's agent.

8. Terms and Conditions.

A. Transportation service under this schedule will be made available to customers upon request when the Company has sufficient distribution capacity to supply such service. If the Company determines that it does not have sufficient distribution capacity to provide the requested service it will, within 30 days of receiving a request for transportation service, provide to the customer requesting said service a written explanation of its capacity determination including a preliminary indication of changes to facilities necessary to effectuate such service, approximate cost to customer and time required to provide the requested service.

B. Service under this schedule shall require execution of a Gas Transportation Service Contract ("Contract") between the Company and the customer requesting transportation service in a form similar to that contained in Section 11 below.

\* C. Service will be provided only after requisite contracts and authority have been obtained by the customer to transport gas to the Company's facilities. Eligible School Entities or New Eligible School Entities participating in the school natural gas aggregation program must make a written request for pipeline capacity release to the Company on or before close of business May 31, to be effective July 1, of each year, except where said entities have switched from Standard Transportation Service. The Company will release its firm interstate pipeline transportation capacity, at its actual capacity cost, from the applicable interstate pipeline directly to the school or to the agent acting on behalf of the school for this program. Such release will be for a minimum term of one year and will be performed in accordance with the capacity release procedures and policies contained in the applicable interstate pipeline's Federal Energy Regulatory Commission approved tariff. Such release will be provided on a recallable basis, but the Company will not recall such capacity unless requested by the school or by the school's agent.

\* Indicates Change.

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DATE OF ISSUE March 21, 2007

DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss

President & CEO

St. Louis, Missouri

Name of Officer

Title

Address



## UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

### NATURAL GAS TRANSPORTATION SERVICE

- D. All volumes of gas transported hereunder shall be of compatible pipeline quality
- E. Gas delivered under this schedule shall not be resold by the customer.
- F. Except as otherwise provided herein, gas transported for all current and future customers hereunder shall be metered by an electronic recording device with remote monitoring features for the recording of the customer's daily gas usage and real time flow data. The Company will install and the customer will pay for said meter at the monthly charge indicated in Section G. Miscellaneous Charges, Sheet No. 20.1. In addition, the customer shall arrange and pay for the installation and monthly costs of a commercial telephone line and 120 volt AC electrical power source, at a location designated by the Company, to facilitate the remote interrogation of the electronic recording meter by the Company.
- G. In addition to collection of the rates and charges provided for in Section 2. above, the Company shall retain two percent (2%) of the quantities of natural gas received from the customer for reimbursement in kind from the customer for shrinkage or line losses.
- \* H. Nominations
- The following provisions shall be utilized by customers for nomination of customer owned gas:
- (a) Customer's deliveries for any day shall not exceed one hundred fifty percent (150%) of customer's peak daily usage in the past 12 months.
- (b) Customer may appoint a nominating agent, but customer retains responsibility for nominations as described herein.
- (c) Nomination Deadlines
1. Month Ahead: The customer or their designee shall enter each month's nomination in the Company's gas transportation system by no later than 11:30 a.m. CCT on the first business day prior to the first day of the calendar month for which gas is being nominated.
  2. Day Ahead: The customer or their designee shall enter changes to nominations in the Company's gas transportation system by no later than 11:30 a.m. on the business day prior to the effective date of any subsequent change in the nomination. Such change in nomination shall be subject to approval by the Company.

\*Indicates Change.

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ISSUED BY T. R. Voss      President & CEO      St. Louis, Missouri  
Name of Officer      Title      Address

P.S.C. Mo. No. 2 Original SHEET No. 13.2  
Cancelling P.S.C. Mo. No. \_\_\_\_\_ SHEET No. \_\_\_\_\_

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

- \* 3. Intra-Day: Customer desiring a change of nomination for transportation of customer-owned gas after the day-ahead deadline specified in 2) above shall notify Company by 4:00 p.m. CCT of the day, subject to confirmation by the pipeline. Company may accept such change to nomination if the Company determines in its sole discretion that such change to nomination will not adversely impact the operation of Company's gas system or adversely impact Company's purchase and receipt of gas for other service classifications. Intra-day nominations shall conform to Company's current gas transportation nomination form and must include customer's name, account number, MMBtu per day, nomination effective date, pipeline, pipeline contract number, shipper and contact information.
  
- \* I. Daily Balancing and Cash-out of Customer-Owned Gas - Daily transportation gas receipts and deliveries shall be maintained in balance by the customer to the maximum extent practicable. Any daily imbalance which does occur, not related to a Critical Day, shall be subject to the terms and conditions of this Section. Should one of the interstate/intrastate pipelines serving the Company, elect to allow balancing on their system for any of the Company's transportation customers, the customer's actual metered volumes grossed up for system losses will be allocated by the Company directly to the applicable interstate/intrastate pipeline company.

\*Indicates Change.

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ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
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# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

NATURAL GAS TRANSPORTATION SERVICE \*

Group Balancing of Customer-Owned Gas - On or after October 1, 2004, Group Balancing will be available to an entity ("Group Manager"), under contract with the Company, who represents one or more Natural Gas Transportation Service customer accounts ("Customer Group") on Company's Natural Gas Transportation Service tariffs. Group Balancing is a service provided by the Company that allows a Group Manager to deliver gas to the Company, on an aggregated basis, for two or more accounts that comprise the membership in a Customer Group. The Customer Groups' metered locations must all be served by the same interstate pipeline.

Customer shall provide written notification, no later than ten (10) business days prior to the beginning of the month in which service is to begin, to the Company, of its intent that its account be managed by a Group Manager. Customer must also provide written notification, no later than ten (10) business days prior to the end of the month in which service is intended to be terminated, of its intent to terminate participation in a Customer Group. Notwithstanding the foregoing notifications, a Customer's account must stay in a Customer Group for a minimum of one (1) billing cycle.

The Group Manager shall enter into a contract with Company for service hereunder on a form, prescribed by Company, which shall include without limitation, terms and provisions addressing contract term, customer account information, nomination and curtailment procedures, billing and payment, security/creditworthiness assurances, assignment limitations, and notices.

The Customer Group will be considered as one customer for purposes of calculating the daily balancing and cash-out provisions of this Section I. The Group Manager will be billed and is responsible for any such imbalance, Unauthorized Use Charges, and all intrastate and/or interstate pipeline penalties and other charges incurred by the Company which are attributable to a Customer Group's unauthorized use. All other transportation service tariff charges will be billed to the individual customer accounts, including but not limited to Customer Charges, Transportation Charges, Administrative Charges, and where applicable, Meter Equipment Charges and Transportation Charge Adder.

\*Indicates Reissue.

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ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address

## UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

### NATURAL GAS TRANSPORTATION SERVICE

- \* Eligible School Entities or New Eligible School Entities, using less than one hundred thousand Ccfs annually, positive and negative imbalances will be netted and cashed-out on a monthly basis in accordance with the appropriate pricing provision under this Section I with the monthly PGA and the monthly average of the daily midpoint prices being used as the base for the determination of the cash-out imbalances.
  
- \* A negative imbalance is created when the customer's gas nominated to the Company as adjusted by the loss factor is less than the quantities of gas used by the customer. A negative imbalance during periods of a Company Critical Day Notification will be considered unauthorized use and billed at the Unauthorized Gas Use Charge set forth in Section 2. herein.  
  
 A negative imbalance during other times will be considered balancing use and will be billed at the following tiers and referred to as the "Balancing Gas Use Charge":
  
- \* Daily negative imbalances of 5% or less of nominations as adjusted by the loss factor will be billed at the greater of the applicable service area's firm sales service PGA factor or at the daily midpoint indexed commodity price as quoted in the publication "Platt's Gas Daily" for that date plus a transportation charge of \$0.150 per Ccf. Daily negative imbalances greater than 5% of nominations as adjusted by the loss factor will be billed at the greater of the applicable service area's firm sales service PGA factor plus 10% or at the daily midpoint indexed commodity price as quoted in the publication "Platt's Gas Daily" for that date plus a transportation charge of \$0.150 per Ccf.
  
- \* A positive imbalance is created when the customer's gas nominated to the Company as adjusted by the loss factor exceeds the quantities of gas used by the customer. The Company will purchase positive imbalances at the following tiers:
  
- \* Daily positive imbalances of 5% or less of nominations as adjusted by the loss factor will be purchased at the daily midpoint index commodity price as quoted in the publication "Platt's Gas Daily" for that date. Daily positive imbalances greater than 5% of nominations as adjusted by the loss factor will be purchased at ninety percent (90%) of the daily midpoint indexed commodity price as quoted in the publication "Platt's Gas Daily" for that date.

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ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address



## UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

### NATURAL GAS TRANSPORTATION SERVICE

- \* The index to be used will be specific for each transportation customer account as follows:  
"Panhandle Eastern Pipe Line Co. - Panhandle, Tx.-Okla."  
"Texas Eastern Transmission Corp. - Texas Eastern, ELA"  
"Natural Gas Pipeline Co. of America - NGPL, Texok Zone"

In the absence of such published "Platt's Gas Daily" index, the Company will determine, subject to Commission's review in Company's Actual Cost Adjustment (ACA) filing, a suitable replacement source for such daily market price information.

The daily negative and positive imbalance billings so calculated will be applied to the customer's monthly bill. Net payments to customer will be included in the Company's PGA Clause ACA computation as purchased gas costs and net payments to Company will be included as revenue recovery.

- J. Except as specifically provided for herein, all of the Company's Rules and Regulations for natural gas service which are not in conflict herewith shall apply to service rendered hereunder.
- K. A contract existing between the Company and a customer on February 18, 1998 may continue in effect as an executed transportation contract, to the extent its provisions are not superseded by or in conflict with the provisions of this tariff, until such contract expires by its terms or is replaced by an executed transportation contract. Such existing contracts will be assigned to the Standard Transportation Rate if deliveries to the customer during the preceding calendar year totalled 600,000 Ccf or less and to the Large Volume Transportation Rate if deliveries during such period totalled in excess of 600,000 Ccf. For customers who do not have gas usage history for the preceding calendar year, such existing contracts will be assigned the applicable transportation rate based on estimated or projected deliveries.

\*Indicates Change.

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ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
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# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

- \* L. The Company shall have the right to interrupt, curtail or discontinue transportation service, in whole or in part at any time for reasons of force majeure or when in the Company's sole judgment, capacity or operating conditions so require, or it is desirable or necessary to make modifications, repairs or operating changes to its system. The Company shall provide customer such notice of the interruption, curtailment or discontinuance of service as is reasonable under the circumstances. The Company shall not discriminate between transportation and sales customers for purposes of determining the order and priority of interruption. The Company shall not be liable for and the customer shall indemnify the Company against and hold the Company harmless from any and all damages, claims, suits, actions or proceedings whatsoever threatened or initiated as a result of any interruption, curtailment or discontinuance of transportation service invoked by the Company.
- \*\*M. All transportation service is firm in nature. If the Company's local distribution system capacity is inadequate to meet all of its demands for service, the services supplied under this schedule will be curtailed in accordance with the Curtailment of Service Schedule contained in the Company's Rules and Regulations.
- \*9. Rules and Regulations. Service will be rendered in accordance with the Company's Rules and Regulations for Gas Service on file with the Missouri Public Service Commission.

\*Indicates Reissue.  
\*\*Indicates Change.

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ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

\*10. Critical Day.

A. Critical Day Declaration:

A Critical Day may be declared by the Company for a specific area or the Company's entire gas system whenever, in the Company's sole judgement, one of the following conditions occurs or is anticipated to occur.

1. Company experiences failure of transmission, distribution, or gas storage facilities
2. Transmission or distribution system pressures or other unusual conditions that may jeopardize the operation of Company's gas system
3. Company's transportation, storage, or supply resources are being used at or near their maximum rated, tariff, or contractual limits
4. Any of Company's transporters or suppliers declares the functional equivalent of a Critical Day or force majeure conditions

B. Unauthorized Use Related to Critical Days:

Unauthorized Use Related to Critical Days shall mean the unauthorized use of Company-supplied gas on a Critical Day. If such unauthorized use of gas occurs, the Company shall charge the customer, and the customer shall pay a penalty for all unauthorized use as indicated below.

If the Company declares a Critical Day for its gas system or for a specific area of its gas system and Customer or Customer Group has an imbalance on such Critical Day in the same direction as an imbalance for Company's gas system or area thereof that results in the Company incurring penalties or fees for the day from one or more pipelines, customer or Customer Group may be billed Unauthorized Gas Use charges set forth in Section 2 herein.

\*Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address

P.S.C. Mo. No. 2 1st Revised SHEET No. 16.3  
Cancelling P.S.C. Mo. No. 2 Original SHEET No. 16.3

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

\* C. Critical Day Notification:

The Company shall give notice to all Natural Gas Transportation Service customers impacted by the Critical Day of all Critical Day periods. Where feasible, notice shall be provided to the customer once Company receives such notice from the pipeline. The notice shall specify the expected duration of the Critical Day period. The means by which notification is given, whether by phone, fax, electronic mail, or some other means, shall be at the Company's option. Each holder of a Contract shall provide notification information, which may include but is not limited to a telephone number, fax number, or e-mail address, by which to receive notice on a 24-hour basis. The customer shall be deemed to have received notice upon issuance of the notice to the customer by the Company. The customer shall be deemed to have received notice if the telephone is not answered when called by the Company, or in the event of a mechanical breakdown or interruption of telephone service which prevents the call from being received.

\*Indicates Addition.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address



Boone County, Missouri has three locations:

**Boone County Government Center (referred to as Commission on our account)**

801 E. Walnut Street (service address is 125 N. 8<sup>th</sup>, Columbia, MO 65201)

Columbia, MO 65201

Account #: 8899603115

**Boone County Jail**

2121 E. County Drive

Columbia, MO 65202

Account #: 5230007813

**Boone County Courthouse**

701 E. Walnut Street

Columbia, MO 65201

Account #: 5899603118

IN WITNESS WHEREOF, the parties hereto, in consideration of the agreements contained herein, have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

CONTRACTOR:  
UNION ELECTRIC COMPANY

OWNER:  
BOONE COUNTY, MISSOURI

DocuSigned by:  
By: Holly Wipfler  
61F1D112DFC421...  
Holly L. Wipfler

DocuSigned by:  
By: Daniel K. Atwill  
B4MB934CED8E41B...  
Daniel K. Atwill, Presiding Commissioner

Title: Customer Service Advisor

Approved as to Legal Form:

ATTEST:

DocuSigned by:  
Charly J. Duffner  
by: [Signature]  
56E0A8DD80AC445...  
Boone County Counselor

DocuSigned by:  
Brianna L Lennon by MT  
7D82DA988BF6495...  
County Clerk

**AUDITOR CERTIFICATION**

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

DocuSigned by:  
June E Pitchford by JF  
8C24B884EE7A483...  
Signature

6/19/2019

Date

Term & Supply

Appropriation Account

262-2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the 25th day of June 20 19

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Boone County Road & Bridge Improvement/Repair Cooperative Agreement between Boone County and the City of Sturgeon.

Terms of the agreement are stipulated in the attached Agreement. It is furthered ordered the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement.

Done this 25th day of June 2019.

ATTEST:

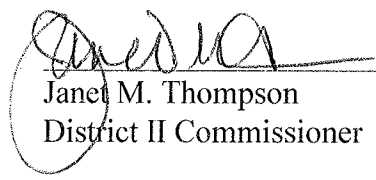
*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT  
APPLICATION ENTITIES<sup>1</sup>**

THIS AGREEMENT, dated this 25 day of June, 2019, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Sturgeon**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

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

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

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

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011& 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
  - a. County will pay to the City the sum of **Thirty-Eight Thousand Six Hundred Forty One Dollars and Twenty-Four Cents (\$38,641.24)** as determined by the

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<sup>1</sup> Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

formula for Year 1 of the 6-year cycle as described in Commission Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

### 3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 469-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a

debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

**BOONE COUNTY**

By:

*Paul K. Hill*  
Presiding Commissioner

Date: 6-25-19

ATTEST:

*Branna L. Lennon* AT  
County Clerk

APPROVED AS TO FORM:

*J. P. House*  
County Attorney

**Boone County Auditor Certification:**

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)

*June E. Pitchford* 6/17/19  
County Auditor by *JEP* Date  
2049-71452

**CITY OF STURGEON**

By:

*Steve Crosswhite*  
Authorized City Representative

Date: 6/11/19

ATTEST:

*Dawn Tracy*  
City Clerk

APPROVED AS TO FORM:

*Cydney Mayfield*  
City Attorney



263-2019

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

25th

day of

June

20 19

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

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by Mid-Missouri Peaceworks on August 28, 2019 from 5:00 pm to 8:00 pm.

Done this 25th day of June 2019.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

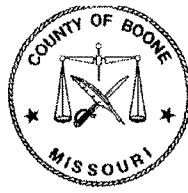
Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*

Fred J. Parry  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Mid-Missouri Peaceworks

Address: 804-C E. Broadway

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim Position in Organization: Director

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: Solidarity Network Meeting

Description of Use (ex. Speaker, meeting, reception): meeting

Date(s) of Use: 8/28/19

Start Time of Setup: 5:00 PM Start Time of Event: 5:30 PM

End Time of Event: 7:30 PM End Time of Cleanup: 8:00 PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Mark Haim, Director

Phone Number: 573-875-0539 Date of Application: 6/19/19

Email Address: mail@midmopeaceworks.org

**Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymmo.org](mailto:commission@boonecountymmo.org).**

## PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

BOONE COUNTY, MISSOURI

Branna L. Lennor  
County Clerk

[Signature]  
County Commissioner

DATE: 6-25-19