

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

19th

day of

March

2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the request by the Information Technology Department to change the budget quantity for Mobile Data Terminals from 11 to 14 per the attached memorandum.

Done this 19th day of March 2020.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon *DKB*  
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

## Department of Information Technology


ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. Walnut, Room 220  
Columbia, MO 65201-4890  
573-886-4315

Aron Gish

Director

**DATE:** March 17, 2020

**TO:** Dan Atwill, Presiding Commissioner  
Fred Parry, District I Commissioner  
Janet Thompson, District II Commissioner

**FROM:** Aron Gish, IT Director 

**SUBJECT:** Request to change budget quantity – Mobile Data Terminals Replacement

**CC:** June Pitchford, County Auditor  
Caryn Ginter, Budget Analyst

The purpose of this request is to seek approval to change the budget item of replacing Mobile Data Terminals quantity of 11 to 14. This quantity change to 14 will not increase the budget dollar amount of \$51,040. and will benefit in replacing 3 more MDTs for the Sheriff's Department.

I am requesting to order 14 MDT replacements budget item from Department 2901 (Sheriff Operations-LE Sales TX) and account 92300 (Replcment Mach & Equip) for this purchase which will not exceed approved budget amount of \$51,040.

**Total Purchase: \$48,748.00**

Thank you for your consideration.

CC: Gary German  
Leasa Quick  
Dave Alexander



**Turn-Key Mobile, Inc.**

210 Prodo Drive  
 Jefferson City, MO 65109

573-893-9888 Office 314-754-9794 Fax

**Proposal**

Date	Proposal #
3/12/2020	24727

Name / Address
Boone County Sheriff's Dept. 2121 County Drive Columbia, MO 65202

**COPY**

Sales Rep	Prepared By	PO #	Accepted By
BH	Scott		

Item	Description	Qty	Rate	Total
CF-318B725VM	Panasonic Win10 Pro, Intel Core i5-7300U 2.60GHz, vPro, 13.1" XGA Touch, 16GB(8+8), 256GB SSD, Intel Wi-Fi, TPM 2.0, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:selectable), No PC/Expresscard, 4G LTE-Advanced Multi Carrier (EM7455), dGPS, Emissive Backlit Keyboard, DVD, Flat	14	3,482.00	48,748.00
Contract-NASPO	NASPO Contract # MNWNC-124 <a href="http://info.panasonic.com/NASPO-Valuepoint-ontract.html">http://info.panasonic.com/NASPO-Valuepoint-ontract.html</a> (Formerly WSCA)			0.00

<b>Proposals are good for 30 days. Please ask your rep for updated pricing and availability.</b>	<b>Total</b>	\$48,748.00
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Signature \_\_\_\_\_

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STATE OF MISSOURI

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March Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

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20 20

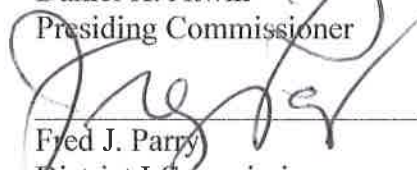
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the request by the Information Technology Department to purchase emergency remote connection software as requested in the attached memorandum.

Done this 19th day of March 2020.

ATTEST:

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

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





# BOONE COUNTY

## Department of Information Technology


ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. Walnut, Room 220  
Columbia, MO 65201-4890  
573-886-4315

**Aron Gish**

**Director**

**DATE:** March 17, 2020

**TO:** Dan Atwill, Presiding Commissioner  
Fred Parry, District I Commissioner  
Janet Thompson, District II Commissioner

**FROM:** Aron Gish, IT Director 

**SUBJECT:** Request to purchase emergency remote connection software

**CC:** June Pitchford, County Auditor  
Caryn Ginter, Budget Analyst

The purpose of this request is to seek approval to purchase emergency remote connection software. This will be used for the following offices, Assessor (12), Auditor (6), Commission (1), Community Services (4), County Clerk (3), Emergency Management (4), Joint Communications (2), Facilities Maintenance (2), Purchasing (4), Recorder (3), Treasurer (1), and Information Technology (5).

A budget revision has been prepared to transfer funds from account 86800 (Emergency) for the following departments 1123-(Emergency & Contingency), 2010-(Assessment), 2700-(911/EM General Sales Tax), 2160-(Community Children's Services), and 6100-(Facilities Maintenance) to account 70050-(Software Service Contract) for the following departments 1170-(Information Technology), 2010-(Assessment), 2701-(Joint Communication Operations), 2702-(Emergency Mgmt Operations), 2160-(Community Children's Services), and 6100-(Facilities Maintenance) to complete the purchases for emergency remote connection software.

**Total Purchase: \$26,790.00**

Thank you for your consideration.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the

19th

day of

March

2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the following budget revision from the Information Technology Department to move funds from account 86800 (Emergency) for the following departments: 1123 (Emergency & Contingency), 2010 (Assessment), 2700 (911/EM General Sales Tax), 2160 (Community Children's Services), and 6100 (Facilities Maintenance) to account 70050 (Software Service Contract) for the following departments: 1170 (Information Technology), 2010 (Assessment), 2701 (Joint Communication Operations), 2702 (Emergency Mgmt Operations), 21600 (Community Children's Services), and 6100 (Facilities Maintenance) to complete the purchases for emergency remote connection software.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency & Contingency	Emergency	13,110	
1170	23810	Information Technology	Software Untagged (23)		13,110
2010	86800	Assessment	Emergency	6,840	
2010	23810	Assessment	Software Untagged (12)		6,840
2700	86800	911/EM General Sales Tax	Emergency	3,420	
2701	23810	Joint Communications Operations	Software Untagged (2)		1,140
2702	23810	Emergency Mgmt Operations	Software Untagged (4)		2,280
2160	86800	Community Children's Services	Emergency	2,280	
2160	23810	Community Children's Services	Software Untagged (4)		2,280
6100	86800	Facilities Maintenance	Emergency	192	
6100	23810	Facilities Maintenance	Software Untagged (2)		192
				25,842	25,842

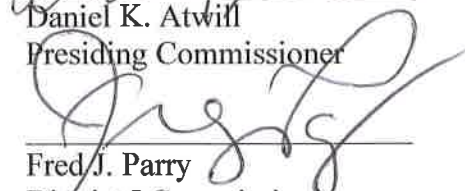
Done this 19th day of March 2020.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**BOONE COUNTY, MISSOURI  
REQUEST FOR BUDGET REVISION**

**RECEIVED**

To: County Clerk's Office

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

Please return purchase req with  
back-up to Auditor's Office.

3/17/20

EFFECTIVE DATE

MAR 18 2020

FOR AUDITORS USE

**BOONE COUNTY AUDITOR**

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

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1123	86800	Emergency & Contingency	Emergency	13,110	
1170	23810	Information Technology	Software <i>Untagged</i> (23)		13,110
2010	86800	Assessment	Emergency	6,840	
2010	23810	Assessment	Software <i>Untagged</i> (12)		6,840
2700	86800	911/EM General Sales Tax	Emergency	3,420	
2701	23810	Joint Communication Operations	Software <i>Untagged</i> (2)		1,140
2702	23810	Emergency Mgmt Operations	Software <i>Untagged</i> (4)		2,280
2160	86800	Community Children's Services	Emergency	2,280	
2160	23810	Community Children's Services	Software <i>Untagged</i> (4)		2,280
6100	86800	Facilities Maintenance	Emergency	192	
6100	23810	Facilities Maintenance	Software <i>Untagged</i> (2)		192
				<b>25,842</b>	<b>25,842</b>

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

Revise budget to transfer funds from account 86800-(Emergency) for the following departments 1123-(Emergency & Contingency), 2010-(Assessment), 2700-(911/EM General Sales Tax), 2160-(Community Children's Services), and 6100-(Facilities Maintenance) to account 70050-(Software Service Contract) for the following departments 1170-(Information Technology), 2010-(Assessment), 2701-(Joint Communication Operations), 2702-(Emergency Mgmt Operations), 2160-(Community Children's Services), and 6100-(Facilities Maintenance) to complete the purchases for emergency remote connection software. *EMERGENCY REMOTE CONNECTION SW*

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

*[Signature]*  
Requesting Official

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

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

*ag 3/16*  
*[Signature]*  
Auditor's Office  
PRESIDING COMMISSIONER

*[Signature]*  
DISTRICT I COMMISSIONER

*AGENDA*  
*[Signature]*  
DISTRICT II COMMISSIONER

## Trudy Fisher

---

**From:** Aron Gish  
**Sent:** Tuesday, March 17, 2020 11:57 AM  
**To:** Trudy Fisher  
**Cc:** Aron Gish  
**Subject:** Emergency Remote Connection Software

**These are the items in the \$570 estimate per user.**

Citrix - \$425.00 each  
MS Remote Desk CAL - \$145.00 each

AS - 12  
AD - 6  
CM - 1  
Comm Ser - 4  
CK - 3  
EM - 4  
FM - 2 Budget for FY2020  
JC - 2  
PU - 4  
RC - 3  
TR - 1  
IT - 5  
Total ~~45~~ Seat

47



**Aron Gish, cgcio** • *Director of Information Technology*  
Boone County Government, Missouri  
Information Technology Department  
801 E Walnut, Room 220, Columbia MO 65201  
<tel:573-886-4315> [fax:573-886-4322](tel:573-886-4322) [agish@boonecountymo.org](mailto:agish@boonecountymo.org)  
<http://www.showmeboone.com>

\*\*\* This message is only intended for the initial recipient(s). The content of this message is not to be copied or distributed without the consent of the original author. \*\*\*



## Trudy Fisher

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**From:** Aron Gish  
**Sent:** Tuesday, March 17, 2020 11:57 AM  
**To:** Trudy Fisher  
**Cc:** Aron Gish  
**Subject:** Emergency Remote Connection Software

These are the items in the \$570 estimate per user.

Citrix - \$425.00 each  
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AS - 12  
AD - 6  
CM - 1  
Comm Ser - 4  
CK - 3  
EM - 4  
FM - 2 Budget for FY2020  
JC - 2  
PU - 4  
RC - 3  
TR - 1  
IT - 5  
Total ~~43~~ Seat

47



**Aron Gish, ccio** • *Director of Information Technology*  
Boone County Government, Missouri  
Information Technology Department  
801 E Walnut, Room 220, Columbia MO 65201  
tel:573-886-4315 fax:573-886-4322 [agish@boonecountymo.org](mailto:agish@boonecountymo.org)  
<http://www.showmeboone.com>

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# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

19th

day of

March

2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the following temporary amendments to Boone County Personnel policies 4.5 and 2.6. (Added language is in bold)

#### 4.5 Emergency Closing of County Services and Buildings

If the Boone County Commission makes the decision to close County offices and departments, or recommends offices and departments go to minimum/essential staffing levels, for any reason or circumstance deemed appropriate or necessary, all employees will receive one (1) hour additional **sick leave for each hour County operations are suspended up to a maximum of eight (8) hours per normally scheduled work day for full time employees (and a proportional amount for employees in positions budget at less than full-time). Employees in Offices and Departments that are required to stay open, or employees who are designated by their Administrative Authority as essential for minimum staffing level purposes**, will receive the same amount of sick leave hours added to their balances.

In addition, employees who are in Offices and Departments that close have the options listed in County policy 4.4 Inclement Weather. This policy does not apply when the offices and departments are closed for official paid holidays.

And;

#### 2.6: Sick Leave

Employees may use sick leave under the following conditions:

The employee is unable to perform his or her duties due to illness or injury.

Medical or dental care of an employee or dependent (immediate family).

The employee has been exposed to a contagious disease(s) and may endanger others through contact.

Illness of employee's spouse, child, mother, father, brother, sister, legal wards, mother-in-law, and father-in-law requiring the employee to attend or care for such individual under the directives of a licensed physician.

Pre-natal and post-natal care under the directives of a licensed physician.

#### Additional Temporary COVID-19-Related Conditions:

**6) To care for a dependent child who has been impacted by the temporary closure of their school or childcare facility due to COVID-19.**

**7) To offset a shortfall in hours worked when the employee's Administrative Authority has decreased office staffing levels and ordered the employee to not report to work.**

**8) When the employee self-quarantines while awaiting COVID-19 testing results or due to their status as a person at higher risk of harm due to a chronic medical condition like heart or lung disease, diabetes, or advanced age (age 70+).**



While under self-quarantine, employees are expected to stay home, except to take care of necessary activities such as grocery shopping, health care, or pharmacy visits and to avoid non-essential contact with others.

9) Due to an employee's current diagnosis of COVID-19 infection, quarantine as instructed by a health care provider, to care for another person who has COVID-19, or is under a health care directed order to quarantine due to COVID-10, or any other condition defined as an "emergency leave day" circumstance in the Families First Coronavirus Response Act.

These temporary policies will remain in place until rescinded through a subsequent Commission order.


Done this 19th day of March 2020.

ATTEST:

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

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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March Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

19th

day of

March

20 20

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

Now on this day, the County Commission of the County of Boone does recommend Boone County Government offices and departments go to minimum/essential staffing levels for the period from 12:01 am on Friday, March 20, 2020 through 11:59 pm on Sunday, April 5, 2020, Pursuant to County Policy 4.5, which reads:

**4.5 Emergency Closing of County Services and Buildings**

If the Boone County Commission makes the decision to close County offices and departments, or recommends offices and departments go to minimum/essential staffing levels, for any reason or circumstance deemed appropriate or necessary, all employees will receive one (1) hour additional sick leave for each hour County operations are suspended up to a maximum of eight (8) hours per normally scheduled work day for full time employees (and a proportional amount for employees in positions budget at less than full-time). Employees in Offices and Departments that are required to stay open, or employees who are designated by their Administrative Authority as essential for minimum staffing level purposes, will receive the same amount of sick leave hours added to their balances.

In addition, employees who are in Offices and Departments that close have the options listed in County policy **4.4 Inclement Weather**. This policy does not apply when the offices and departments are closed for official paid holidays.


Done this 19th day of March 2020.

ATTEST:

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

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

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March Session of the January Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

19th

day of

March

2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the request to add a temporary, part-time, Planning and Preparedness Specialist position (Range 35) to Emergency Management Operations. This position is a temporary addition due to the need to respond to the COVID-19 pandemic. The position will be eliminated from the office at the conclusion of the COVID-19 emergency event. It is estimated that the position will be needed for 500 hours or less. This Order further authorizes the Budget Officer to shift relevant funds from contingency into the appropriate budgetary accounts.

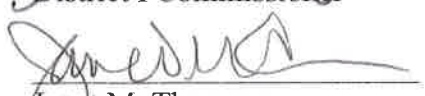
Done this 19th day of March 2020.

ATTEST:

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

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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March Session of the January Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

19th

day of

March

2020

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

Now on this day, the County Commission of the County of Boone does hereby release a Cash Deposit from the Boone County Treasurer in the amount of \$20,103.90. Said deposit was issued on behalf of Columbia Public Schools for stormwater improvements, located at 8130 West Hwy 40, Columbia, Missouri. The work has been completed as required. The original Commission Order accepting the Cash Deposit is 230-2018.

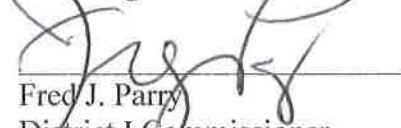
Done this 19th day of March 2020.

ATTEST:

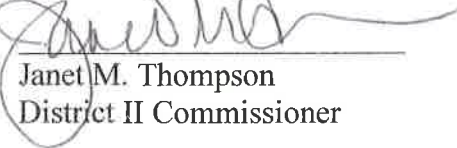
  
Brianna L. Lennon  
Clerk of the County Commission *DKB*

  
Daniel K. Atwill

Presiding Commissioner

  
Fred J. Parry

District I Commissioner

  
Janet M. Thompson

District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the

26th

day of

April

20

18


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 Erosion and Sediment Control Security Agreement regarding the Midway Heights Elementary Sanitary Sewer.

The terms of the agreement are stipulated in the attached security agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

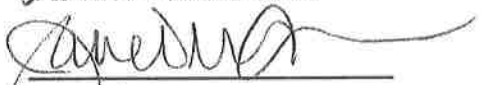
Done this 26th day of April, 2018.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## Stormwater Erosion and Sediment Control Security Agreement

Date: March 16, 2018

Developer/Owner Name: Columbia Public Schools  
Address: 1818 West Worley Street  
Columbia, MO 65203

---

Development: Midway Heights Elementary Sanitary Sewer

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

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

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan or complete the improvements within the time and manner provided for by this agreement.
  - 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Midway Heights Elementary Sanitary Sewer. The SWPPP and ESC was prepared by Engineering Surveys & Services on October 20, 2017.
  - 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 2<sup>nd</sup> Day of March 2020, and all such improvements shall pass County inspection as of this date.
  - 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$20,103.90, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.
-



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

Cash deposit with County Treasurer

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to 2<sup>nd</sup> Day of March 2020, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the corporate surety bond can be released to Developer. If no written proof has been provided to the financial institution issuing corporate surety bond that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on 2<sup>nd</sup> Day of March 2020, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the corporate surety bond to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.



9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

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

ACKNOWLEDGED AND AGREED TO:

**DEVELOPER/OWNER:**

By: Jan Mees

Printed Name: Jan Mees

Title: Board of Education President

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

Stan Shawver  
Stan Shawver, Director Resource Management

County Commission:

Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

Attest:

Taylor W. Burks  
Taylor W. Burks, Boone County Clerk

County Treasurer

Tom Darrough  
Tom Darrough, County Treasurer

Approved as to form:

C.J. Dykhouse  
C.J. Dykhouse, County Counselor

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

19th

day of

March

2020

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 Chip & Seal Surface Pilot Agreement between Boone County and AEM Diversified Investments, LLC.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

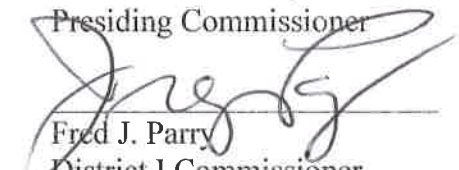
Done this 19th day of March 2020.

ATTEST:

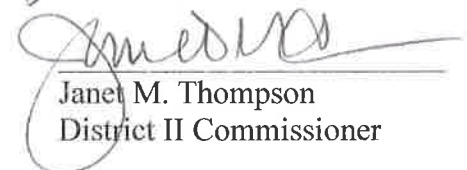
  
Brianna L. Lennon *DLB*  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**BOONE COUNTY & ENDOVAC  
BASS LANE CHIP & SEAL SURFACE  
PILOT AGREEMENT  
(Amended 3-6-2020)**

THIS AGREEMENT, dated this 19~~th~~ day of March, 2020, is made and entered into by and between **Boone County, Missouri**, a first class non-charter county and political subdivision of the State of Missouri, by and through its County Commission, herein "County" and the **AEM Diversified Investments, LLC**, herein "Developer".

WHEREAS, Bass Lane is currently maintained by County as a gravel road that runs between its intersection with South Rolling Hills Road and South Ben Williams Road; and

WHEREAS, Developer desires to reduce dust on its property located at 6080 E Bass Lane where it operates as Endovac Animal Health; and

WHEREAS, County does not typically improve gravel roads with chip & seal surface due to the increased maintenance expenses associated with chip & seal road surfaces, the necessity for possible utility relocations, inadequate right-of-way easements, and the observed short lifespan of chip & seal surfaces; and

WHEREAS, County and Developer have agreed to share in the costs of a pilot program to apply a chip & seal surface over the current gravel surface on Bass Lane between South Rolling Hills Road to a point 350 feet east of Developer's property along Bass Lane; and

WHEREAS, the County intends to maintain the improved portion of Bass Lane as a chip & seal road for a period of not less than five (5) years, subject to appropriations; and

WHEREAS, this project will allow County to collect new data on the durability of a chip & seal road surface and the maintenance costs associated with the same for a maintenance period of at least five (5) years; and

WHEREAS, Developer is willing to advance fifty percent (50%) of the total costs of the initial chip & seal project to apply a chip & seal surface to the improved portion of Bass Lane, to include the costs of any required utility relocations; and

WHEREAS, Developer will make an advance payment of fifty percent (50%) of the engineer's estimate of the total probable project costs for the initial chip & seal project before commencement of the work and the parties will reconcile the final, actual project costs at the conclusion of the project resulting in either a refund to Developer or an additional amount due from Developer; and

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 facilitate the Bass Lane improvement project for a pilot program testing the durability and cost associated with a chip & seal road surface. A map showing the project area is attached as **Exhibit A**, the Engineer's estimate of probable cost for the initial chip & seal project is attached as **Exhibit B**, and the additional items of cost associated with this project to be incurred by the County are attached hereto as **Exhibit C**. Exhibits A, B, and C are incorporated herein by reference.

2. **COUNTY AGREEMENTS.**

- a. County will complete a chip & seal surfacing project on Bass Lane project area as shown in Exhibit A.
- b. County will provide documentation to Developer showing County's costs incurred in furtherance of this agreement through project administration and out-of-pocket expenses, which shall include the any required utility relocations.
- c. County will bill Developer for fifty percent (50%) of the total project costs exceeding Developer's initial cost deposit contemplated herein or will refund Developer any excess funds already paid by Developer to County over the Developer's fifty percent (50%) cost share in the project.
- d. County will maintain the project at County's sole cost and expense as a chip & seal road surface for a period of at least five (5) years from the date of substantial completion of the project contemplated herein.
- e. County anticipates that it will incur, but not seek any cost participation from Developer for, those costs shown for the single coat chip and seal surface, ditching, clearing, and culvert replacements as shown in Exhibit C.

3. **DEVELOPER AGREEMENTS.**

- a. Developer agrees to pay County **Thirty Eight Thousand Nine Hundred Eighty Nine Dollars and Thirteen Cents (\$38,989.13)** within thirty (30) days of execution of this Agreement as its initial contribution to the project, which is fifty percent (50%) of the total engineer's estimate of probable cost for the initial chip & seal road surfacing project as shown on Exhibit B.
- b. Developer agrees to honor future invoices received from the County within thirty (30) days of presentation of an invoice by County to Developer if fifty percent

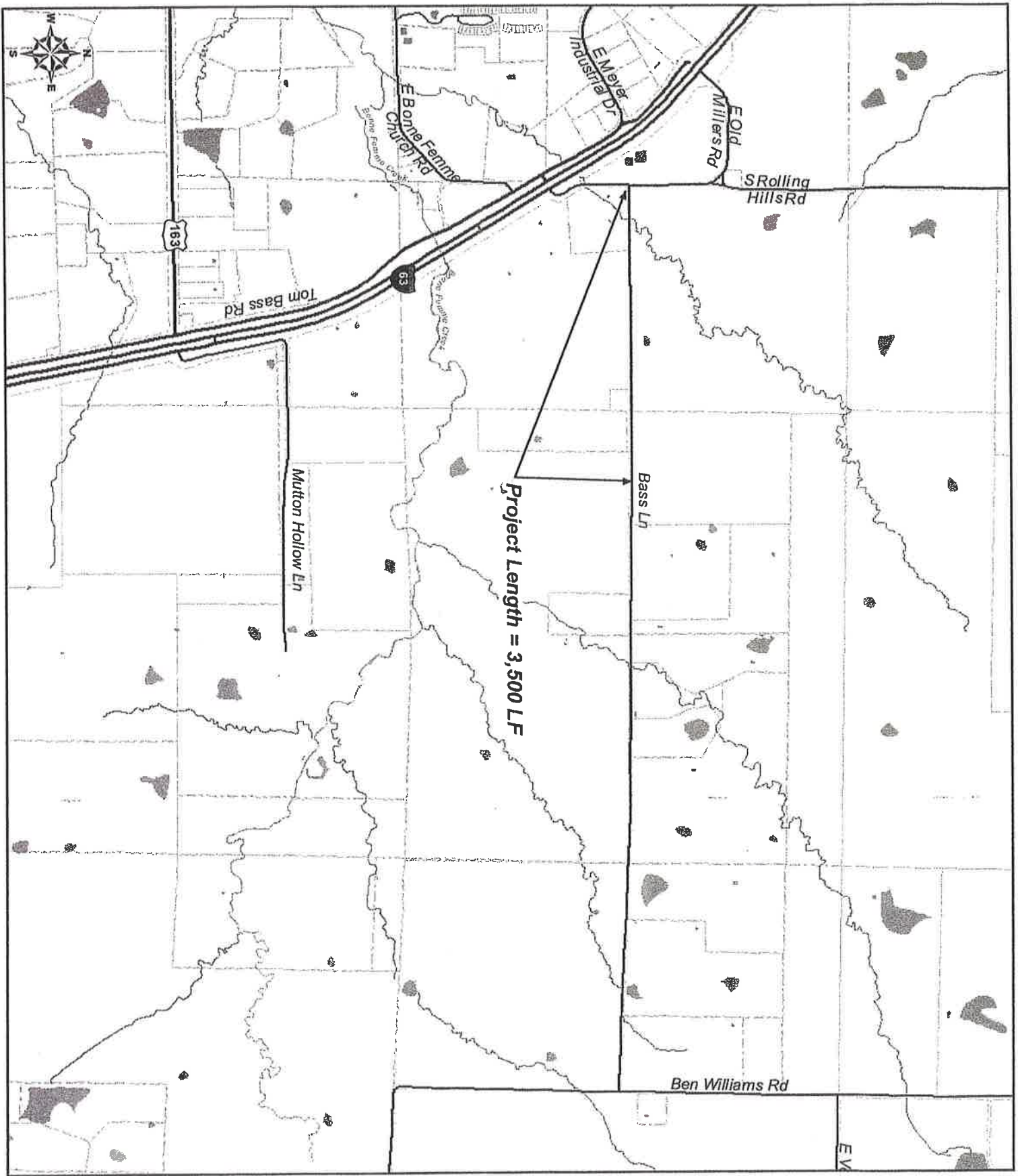
(50%) of the total, final cost of the initial chap & seal road surfacing project, including utility relocates, exceeds fifty percent (50%) of the engineer's estimate of probable cost.

- c. Developer shall cause easement documents to be executed by the appropriate owner of record of its real property along Bass Lane to facilitate the future improvement of Bass Lane. Said easement documents are attached as Exhibit D and incorporated by reference.
4. **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.
5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of County and Developer. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
6. **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.
7. **TERM.** This Agreement shall be in effect from its execution until completion of the project contemplated herein unless sooner terminated under the provisions of this Agreement. If Developer fails to pay its fifty percent (50%) share of the engineer's opinion of probable cost within 30 days of the execution of this Agreement, then County may terminate this agreement for convenience at County's sole option.
8. **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.
9. **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.
10. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
11. **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.

## EXHIBITS

- Exhibit A – A map showing the project area
- Exhibit B – Engineer's estimate of probable cost
- Exhibit C – Anticipated additional project costs to be incurred by County
- Exhibit D – Easements from Developer to County





## Exhibit A - Area Map

### *Bass Lane Chip & Seal Surface Pilot Project*

Option 1 - Rolling Hills Rd to 350' East of Endovac East Property Line

## Boone County Resource Management

Boone County Government Center  
801 E. Walnut Room 315  
Columbia, MO 65201-7730  
(573) 886-4480 Fax (573) 886-4340

**EXHIBIT B**  
**OPINION OF PROBABLE CONSTRUCTION COSTS - SHARED COSTS**  
**OPTION 1 - BASS LANE PILOT PROJECT - ROLLING HILLS ROAD TO 350 FEET EAST OF**  
**ENDOVAC EAST PROPERTY LINE**

Description		Qty.	Unit	Unit Price	Extension	Sub-Total	Total	
<b>Aggregate Road Base Preparation</b>							<b>\$32,708.20</b>	
Labor	Motor Grader Operator	28	HRS	\$35.65	\$998.20	\$6,634.52		
	Dump Truck Operator	112	HRS	\$35.41	\$3,965.92			
	Truck Driver	8	HRS	\$35.41	\$283.28			
	Paver Operator (to apply surface rock)	28	HRS	\$35.65	\$998.20			
	Compactor Operator	14	HRS	\$27.78	\$388.92			
Equipment	Motor Grader	28	HRS	\$32.33	\$905.24	\$6,658.18		
	Dump Truck	112	HRS	\$35.34	\$3,958.08			
	Tractor and Tanker	8	HRS	\$27.22	\$217.76			
	Excavator	28	HRS	\$38.51	\$1,078.28			
	Compactor	14	HRS	\$35.63	\$498.82			
Materials	Aggregate (4" Base & 2" Surface)	2,575	TN	\$7.54	\$19,415.50	\$19,415.50		
<b>Penetrating Emulsified Prime (PEP) Coat</b>								<b>\$10,102.54</b>
Labor	Distributor Operator	2	HRS	\$32.77	\$65.54	\$65.54		
Equipment	Distributor	2	HRS	\$56.00	\$112.00	\$112.00		
Materials	PEP Oil (2 Coats @ 0.50 Gal/SY)	2,500	GAL	\$3.97	\$9,925.00	\$9,925.00		
<b>Double Coat Chip and Seal Surface</b>							<b>\$28,078.58</b>	
Labor, Equipment & Materials		7,778	SY	\$3.61	\$28,078.58	\$28,078.58		
<b>Approx. Total Construction Cost For Work By Road &amp; Bridge Department</b>							<b>\$70,889.32</b>	
<b>Construction Contingency (10%)</b>							<b>\$7,088.93</b>	
<b>Approx. Total Construction Cost With Contingency For Work By Road &amp; Bridge Department</b>							<b>\$77,978.25</b>	
<b>Approx. ENDOVAC Cost Share (50%)</b>							<b>\$38,989.13</b>	

Notes:

1. Estimate based on 3,500' long by 20' wide surface treatment (7,778 SY).



**EXHIBIT C**  
**OPINION OF PROBABLE CONSTRUCTION COSTS - ADDITIONAL COUNTY COSTS**  
**OPTION 1 - BASS LANE PILOT PROJECT - ROLLING HILLS ROAD TO 350 FEET EAST OF**  
**ENDOVAC EAST PROPERTY LINE**

Description		Qty.	Unit	Unit Price	Extension	Sub-Total	Total	
<b>Ditching, ROW Clearing, and Cross-Road &amp; Driveway Culvert Replacement</b>							<b>\$20,174.80</b>	
Labor	Motor Grader Operator	48	HRS	\$35.65	\$1,711.20	\$8,546.56		
	Skid Steer/Mini-Excavator Operator	80	HRS	\$35.41	\$2,832.80			
	Excavator Operator	8	HRS	\$35.65	\$285.20			
	Dump Truck Operator	108	HRS	\$34.42	\$3,717.36			
Equipment	Motor Grader	48	HRS	\$32.33	\$1,551.84	\$8,674.24		
	Skid Steer/Mini-Excavator	80	HRS	\$37.47	\$2,997.60			
	Excavator	8	HRS	\$38.51	\$308.08			
	Dump Truck	108	HRS	\$35.34	\$3,816.72			
Materials	(#10000805) 24" Aluminized CMP	36	LF	-	\$1,390.00	\$2,954.00		
	(#5442) 18" Aluminized CMP	30	LF	-	\$864.00			
	(At Grain Blns) 15" Galv. CMP	36	LF	-	\$450.00			
	Rock Backfill for Culvert Trenches	1	LS	-	\$250.00			
<b>Single Coat Chip and Seal Surface (Year 2)</b>								<b>\$14,855.98</b>
	Labor, Equipment & Materials	7,778	SY	\$1.91	\$14,855.98	\$14,855.98		
<b>Approx. Total Additional Construction Cost For Work By Road &amp; Bridge Department</b>								<b>\$35,030.78</b>
<b>Construction Contingency (10%)</b>								<b>\$3,503.08</b>
<b>Approx. Total Additional Construction Cost w/Contingency For Work By Road &amp; Bridge Department</b>							<b>\$38,533.86</b>	
<b>Approx. ENDOVAC Cost Share (0%)</b>							<b>\$0.00</b>	

Notes:

1. Estimate based on 3,500' long by 20' wide surface treatment (7,778 SY).

**EASEMENT FOR UTILITY PURPOSES**  
**(BY A CORPORATION)**  
**(Rev. 4/7/2017)**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED, **Sprouse Diversified Investments, Inc**, a corporation of the State of Missouri, herein Grantor, on this 9 day of March, 2020 for the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, and Sell unto **The County of Boone, a political subdivision of the State of Missouri**, herein Grantee, (Grantee's mailing address is: 801 East Walnut Street, Rm. 315, Columbia, Missouri 65201), its successors and assigns, both individually and as Trustee for the use and benefit of the "Benefited Parties" described below herein, hereinafter called Grantees, a utility easement with the right, privilege and authority to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace and remove utility lines and utility facilities over, under, across, and upon the following described real estate situated in Boone County, Missouri, to-wit:

Two (2) tracts of land, being 20 feet in width, located in the South Half (S½) of Section 2, Township 47 North, Range 12 West, Boone County, Missouri and being a portion of the Warranty Deed recorded in Book 945, Page 594 and the Trustee's Deed recorded in Book 1638, Page 979, both of the Boone County Records and being more particularly described as follows:

**TRACT 1**

Commencing at the Northwest (NW) corner of the Southwest Quarter (SW¼) of Section 2, Township 47 North, Range 12 West; Thence, along the North line of said SW¼ of said Section 2, S 89°29'25" E, 482.35 feet to the Northeast (NE) corner of Tract 1 of the Administrative Survey recorded in Book 4965, Page 162; Thence, leaving said North line and along the East line of said Administrative Survey, S 0°47'10" W, 48.16 feet to the POINT OF BEGINNING; Thence, leaving said East line and along a line parallel to, and 50.00 feet South of the centerline of Bass Lane, S 89°36'15" E, 521.99 feet; Thence S 89°12'50" E, 1165.08 feet to a point on the West line of the Survey recorded in Book 453, Page 140; Thence, along said West line of said Survey, S 2°30'35" W, 20.01 feet; Thence, leaving said West line, N 89°12'50" W, 1164.41 feet; Thence N 89°36'15" W, 522.05 feet to a point on the East line of said Administrative Survey recorded in Book 4965, Page 162; Thence, along said East line, N 0°47'10" E, 20.00 feet to the Point of Beginning and containing 0.77 acres (33,735 square feet) more or less. This tract may be subject to easements and restrictions whether of record or not.

**TRACT 2**

Commencing at the Northwest (NW) corner of the Southwest Quarter (SW¼) of Section 2, Township 47 North, Range 12 West; Thence, along the North line of said SW¼ of said Section 2, S 89°29'25" E, 2666.77 feet to the Northeast (NE) corner of the Survey recorded in Book 453, Page 140, being the NW corner of the SE¼ of said Section 2; Thence, leaving said North line and along the East line of said Survey, S 2°08'35" W, 54.33 feet to the POINT OF BEGINNING; Thence, leaving said East line and along a line parallel to, and 50.00 feet South of the centerline of Bass Lane, S 89°56'25" E, 950.19 feet; Thence, continuing along said parallel line, S 89°12'35" E, 1082.73 feet; Thence, continuing along said parallel line, 634.64 feet along a non-tangent curve to the right having a radius of 8949.27 feet whose chord bears S 88°29'15" E, 634.50 feet to a point on the East line of the SE¼ of said Section 2; Thence, leaving said parallel line and along said East line, S 1°27'15" W, 20.01 feet; Thence, leaving said East line and along a line parallel to, and 70.00 feet South of the centerline of Bass Lane,

634.18 feet along a non-tangent curve to the left having a radius of 8329.27 feet and whose chord bears N 88°29'10" W, 634.04 feet; Thence, continuing along said parallel line, N 89°12'35" W, 1082.83 feet; Thence, continuing along said parallel line, N 89°56'25" W, 950.79 feet to a point on the East line of said Survey recorded in Book 453, Page 140; Thence, leaving said parallel line and along said East line, N 2°08'35" E, 20.01 feet to the Point of Beginning and containing 1.22 acres (53,354 square feet) more or less. This tract may be subject to easements and restrictions whether of record or not.

The "Benefited Parties" referred to above herein shall be deemed to mean any public corporation, any public entity, any public water supply district, any utility cooperative, and any utility company regulated by the Missouri Public Service Commission, and said Benefited Parties shall have the right to use the easement area for the aforesaid purposes.

The parties agree that this easement may not be terminated or amended without the prior written consent of BOONE COUNTY, MISSOURI and each Benefited Party which has any utility lines or utility facilities located in the easement area at the time of the proposed termination or amendment.

Grantor agrees that it will not erect any building or structure on the easement area or permit the installation of any obstruction on the easement area which will interfere with the construction, placement, operation and maintenance of utility lines and facilities in the easement area.

BOONE COUNTY, MISSOURI and/or any Benefited Party shall have the right to trim, clear, cut and remove from the easement area any tree, brush, shrub, plant or other object of any kind which in the reasonable judgment of said party may interfere with the installation and/or maintenance of utility lines and utility facilities in the easement area.

IN WITNESS WHEREOF, the said Grantor caused these presents to be signed by its \_\_\_\_\_ and attested by its Secretary this 9 day of March, 2020

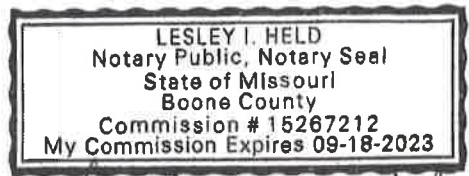
*Ronald F. Sprouse*  
By: Ronald Sprouse, President

*Dorothy A. Sprouse*  
Attest: Dorothy Sprouse, Secretary

STATE OF MISSOURI }  
                                  } SS  
County of Boone }

On this 9 day of March, 2020 before me personally appeared Ronald Sprouse and Dorothy Sprouse, known to me to be the persons who executed the within Easement for Utility Purposes on behalf of said corporation and acknowledged to me that they executed the same for the purposes therein stated.

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.



(SEAL)

*Lesley I. Held*  
Notary Public

**EASEMENT FOR PUBLIC ROADWAY PURPOSES**  
**(BY A CORPORATION)**  
**(Rev. 4/7/2017)**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED, **Sprouse Diversified Investments, Inc, a corporation of the State of Missouri**, herein Grantor(s), on this 9 day of March, 2020 for the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does or do hereby Grant, Bargain, and Sell unto **The County of Boone, a political subdivision of the State of Missouri**, herein Grantee, (Grantee's mailing address is: 801 East Walnut, Rm. 315, Columbia, Missouri 65201), its successors and assigns, a public roadway easement within which said Grantee shall exercise exclusive control over all existing and future easements of any type or kind within said public roadway easement including the right to exclusive control over the use and maintenance of land within said easement, along with other rights as are necessary and incidental thereto, under, over, across and upon the following described real estate owned by the said Grantor(s), lying, being and situated in the County of Boone, State of Missouri, to-wit:

Two (2) tracts of land located in the South Half (S½) of Section 2, Township 47 North, Range 12 West, Boone County, Missouri and being a portion of the Warranty Deed recorded in Book 945, Page 594 and the Trustee's Deed recorded in Book 1638, Page 979, both of the Boone County Records and being more particularly described as follows:

**TRACT 1**

Commencing at the Northwest (NW) corner of the Southwest Quarter (SW¼) of Section 2, Township 47 North, Range 12 West; Thence, along the North line of said SW¼ of said Section 2, S 89°29'25" E, 482.35 feet to the Northeast (NE) corner of Tract 1 of the Administrative Survey recorded in Book 4965, Page 162, and the POINT OF BEGINNING; Thence, continuing along said North line, S 89°29'25" E, 1688.66 feet to the Northwest (NW) corner of the Survey recorded in Book 453, Page 140; Thence, along the West line of said Survey, S 2°30'35" W, 52.77 feet; Thence, leaving said West line and along a line parallel to, and 50.00 feet South of the centerline of Bass Lane, N 89°12'50" W, 1165.08 feet; Thence N 89°36'15" W, 521.99 feet to a point on the East line of said Administrative Survey; Thence, along said East line, N 0°47'10" E, 48.16 feet to the Point of Beginning and containing 1.91 acres (83,078 square feet) more or less. This tract may be subject to easements and restrictions whether of record or not.

**TRACT 2**

Commencing at the Northwest (NW) corner of the Southwest Quarter (SW¼) of Section 2, Township 47 North, Range 12 West; Thence, along the North line of said SW¼ of said Section 2, S 89°29'25" E, 2666.77 feet to the Northeast (NE) corner of the Survey recorded in Book 453, Page 140, being the NW corner of the SE¼ of said Section 2, and the POINT OF BEGINNING; Thence, continuing along said North line of said SE¼ of said Section 2, S 89°29'25" E, 2666.78 feet to the NE corner of said SE¼; Thence, leaving said North line and along the East line of said SE¼, S 1°27'15" W, 63.26 feet; Thence, leaving said East line and along a line parallel to, and 50.00 feet South of the centerline of Bass Lane, 634.64 feet along a non-tangent curve to the left having a radius of 8949.27 feet whose chord bears N 88°29'15" W, 634.50 feet; Thence, continuing along said parallel line, N 89°12'35" W, 1082.73 feet; Thence, continuing along said parallel line, N 89°56'25" W, 950.19 feet to a point on the East line of said Survey recorded in Book 453, Page 140;

Thence, along said East line, N 2°08'35" E, 54.33 feet to the Point of Beginning and containing 3.12 acres (135,857 square feet) more or less. This tract may be subject to easements and restrictions whether of record or not.

This grant includes the right of the Grantee, its officers, agents, employees and assigns, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted.

The said Grantor warrants that, subject to liens and encumbrances of record at the date of this grant of easement, it is the owner of an interest in the above-described land and has the right and authority to make and execute and will defend this grant of easement.

IN WITNESS WHEREOF, the said Grantor caused these presents to be signed by its \_\_\_\_\_ and attested by its Secretary this 9 day of March, 2020

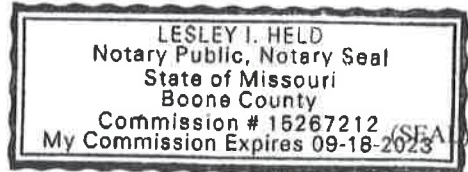
Ronald F. Sprouse  
By: Ronald Sprouse, President

Dorothy A. Sprouse  
Attest: Dorothy Sprouse, Secretary

STATE OF MISSOURI }  
County of Boone } SS

On this 9 day of March, 2020 before me personally appeared Ronald Sprouse and Dorothy Sprouse, known to me to be the persons who executed the within Easement for Public Roadway Purposes on behalf of said corporation and acknowledged to me that they executed the same for the purposes therein stated.

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.



Lesley I. Held  
, Notary Public



12. **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**

**AEM DIVERSIFIED INVESTMENTS  
LLC**

By:

  
Daniel K. Atwill, Presiding Commissioner

By:

  
Kevin Sprouse

Date:

March 19, 2020

Date:

3/9/2020

ATTEST:

  
Brianna L. Lennon, County Clerk *DKB*

APPROVED AS TO FORM:

  
CJ Dylkhouse, County Counselor

**CERTIFICATION:**

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

June E. Tichford 3/11/20 Revenue Only  
Auditor *Doggy* Date 2040-3525

141-2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

19th

day of

March

2020

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

Now on this day, the County Commission of the County of Boone does hereby adopt the attached Resolution addressing the COVID-19 public health crisis.

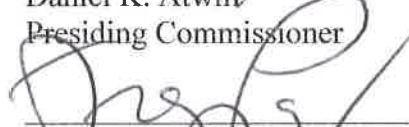
Done this 19th day of March 2020.

ATTEST:

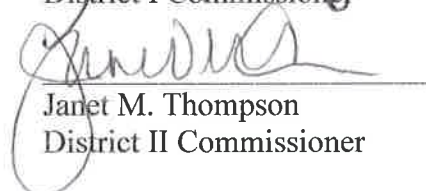
  
Brianna L. Lennon *DKB*  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## RESOLUTION CONCERNING COVID-19 AND REQUESTED ACTIONS

### BY THE COLUMBIA/BOONE COUNTY PUBLIC HEALTH AND HUMAN SERVICES DIRECTOR

WHEREAS, COVID-19 is a rapidly evolving global pandemic; and

WHEREAS, on March 13, 2020 Missouri Governor Mike Parson signed Executive Order 20-02 declaring a state of emergency in Missouri in response to COVID-19; and

WHEREAS, Presidential Guidance issued on March 16, 2020 requests, among other things, that for at least 15 days citizens should avoid gatherings of more than 10 people, work or engage in schooling from home whenever possible, avoid eating or drinking at bars, restaurants, and food courts and to use drive-thru, pickup, or delivery options instead, not to visit nursing homes, retirement homes, or long-term care facilities unless to provide critical assistance, and to avoid discretionary travel; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) has issued recommendations to prevent the spread of COVID-19 which include social distancing, self-quarantines, and other preventative actions; and

WHEREAS, the Columbia/Boone County Public Health and Human Services (PHHS) Director is the "local health authority" as contemplated in 19 CSR 20-20.010 of the Code of State Regulations, incorporated by reference in Boone County's Code of Health Regulations, Chapter 8; and

WHEREAS, pursuant to 19 CSR 20-20.050, the local health authority is empowered to order quarantines, isolations, and closings of schools and places of public and private assembly in order to protect the public health; and

WHEREAS, the County Commission wishes to express its support for the Director of PHHS for proactive invocation of emergency measures authorized under state law and the Boone County Code of Health Regulations to ensure the protection of the safety and welfare of the citizens of Boone County; and

WHEREAS, the Orders of the Director of PHHS issued under state law and the County's Code of Health Regulations shall apply to all areas of Boone County outside the city limits of the City of Columbia, including all areas within each other municipality located in Boone County other than the City of Columbia; and

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

- The County Commission expresses its support for the Director of PHHS as the County's Local Health Authority as contemplated under state law;



- The County Commission recognizes that extraordinary protective measures are necessary to protect the public health and prevent spread of communicable diseases, especially COVID-19;
- The County Commission calls on the Director of PHHS to enact and enforce temporary emergency regulations deemed advisable or necessary to minimize exposure risk to COVID-19 and protect the public health and safety of the citizens of Boone County;
- The County Commission requests that any Orders issued by the Director of PHHS be communicated to the Boone County Clerk and the Boone County Counselor so that the same can be posted and disseminated to the public.

ADOPTED this 19<sup>TH</sup> day of March, 2020.

**Order of the Columbia/Boone County  
Public Health and Human Services Director  
Boone County Order No. 2020-01C**

**Notice and Issuance of Rules and Regulations  
regarding Gatherings in Boone County**

**JURISDICTIONAL NOTE – These Rules and  
Regulations apply to all areas within Boone  
County outside the city limits of the City of  
Columbia.**

**Facts**

1. The United States Center for Disease Control and Prevention has reported that a novel (new) coronavirus that was first detected in China and has now been detected in more than 100 locations internationally, including in the United States.
2. The virus has been named “SARS-CoV-2” and the disease it causes has been named “coronavirus disease 2019” (“COVID-19”).
3. COVID-19 is a highly contagious disease that has been spreading rapidly worldwide since approximately December, 2019.
4. On March 13, 2020, the President of the United States declared the COVID-19 outbreak a national emergency and the Governor of Missouri declared a state of emergency in Missouri.
5. As of March 15, 2020, SARS-CoV-2 virus has been responsible for nearly 200,000 cases of COVID-19 resulting in over 6,000 deaths worldwide.
6. The United States Centers for Disease Control and Prevention (“CDC”) has warned against large gatherings of people:

“Large events and mass gatherings can contribute to the spread of COVID-19 in the United States via travelers who attend these events and introduce the virus to new communities. Examples of large events and mass gatherings include conferences, festivals, parades, concerts, sporting events, weddings, and other types of assemblies.”

<https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/mass-gatherings-ready-for-covid-19.html>.

7. In addition, the CDC has urged restriction on the size of any gathering consistent with local conditions.

8. The CDC has raised particular concern about the health and susceptibility of high-risk individuals, including the elderly, and those people with blood disorders, chronic kidney and liver disease, compromised immune systems (immunosuppression), recent pregnancy, endocrine disorders, metabolic disorders, heart disease, lung disease, and neurological conditions (collectively “High-Risk Individuals”).

<https://www.cdc.gov/coronavirus/2019-ncov/downloads/community-mitigation-strategy.pdf>.

9. COVID-19 has now been detected in the State of Missouri and Boone County, with local conditions expected to include an increase of infections consistent with national trends unless significant containment efforts successfully limit the local spread of the virus.

## Legal Basis of Rules and Regulations

10. The Columbia/Boone County Public Health and Human Services (PHHS) Director is the “local health authority” as contemplated in 19 CSR 20-20.010 of the Code of State Regulations, incorporated by reference in Boone County’s Code of Health Regulations, Chapter 8.

11. Boone County’s Code of Health Regulations, and the terms of this Order, apply to all areas of Boone County except those areas within the corporate limits of the City of Columbia. See RSMo Secs. 192.300 and 192.310.

12. Pursuant to 19 CSR 20-20.050, the local health authority is empowered to order quarantines, isolations, and closings of schools and places of public and private assembly in order to protect the public health.

**NOW, THEREFORE**, based on the foregoing facts and the authority that exists under federal, state and local law, I declare that SARS-CoV-2 and COVID-19 are contagious diseases that are or may become epidemic in the city and enact the following regulations for Boone County, notice of which is hereby given.

### **Rules and Regulations**

#### **Article I. Restrictions on Public Gatherings**

Section I.1 **Purpose and construction of rules and regulations.** The purpose of the rules and regulations contained herein is to contain the spread of SARS-CoV-2 and COVID-19. The rules and regulations established herein are remedial in nature and should be interpreted

consistent with the intended purpose.

**Section I.2 Bars and nightclubs without food service.** All bars, taverns, brew pubs, breweries, microbreweries, distilleries, wineries, tasting rooms, special licensees, clubs, and other places of public accommodation offering alcoholic beverages for on-premises consumption in Boone County that do not prepare food for on-site consumption shall limit occupancy to fifty percent (50%) of the capacity otherwise allowed pursuant to fire or building codes up to a maximum of fifty people, including employees and staff located on premises.

**Section I.3 Restaurants and retail food facilities.** All restaurants and retail food facilities that prepare food for on-site consumption in Boone County shall limit dine-in food service occupancy to fifty percent (50%) of the capacity otherwise allowed pursuant to fire or building codes up to a maximum of fifty people, including employees and staff located on premises. In addition to on-site service to customers in compliance with these rules, restaurants and retail food facilities may continue to operate for purposes of preparing and offering food to customers via delivery service, to be picked up or for drive-thru. "Restaurants and retail food facilities" includes but is not limited to bars, taverns, brew pubs, breweries, microbreweries, distilleries, wineries, tasting rooms, special licensees, clubs, and other places of public accommodation offering alcoholic beverages for on-premises consumption in Boone County that also prepare

food for on-site consumption.

**Section I.4 Entertainment venues.** All movie theaters, live performance venues, bowling alleys and arcades and other entertainment venues shall limit occupancy to fifty percent (50%) of the capacity otherwise allowed pursuant to fire or building codes up to a maximum of fifty people, including employees and staff located on premises.

**Section I.5 Gym and fitness facilities.** All gyms and fitness centers shall limit occupancy to fifty percent (50%) of the capacity otherwise allowed pursuant to fire or building codes up to a maximum of fifty people, including employees and staff located on premises.

**Section I.6 Limitation on other public gatherings.**

- (a) All other intentional gatherings or gathering places not specifically referenced in this Article are limited to fifty people, including both public and private gatherings. This section does not apply to places of business not open to the public.
- (b) All gatherings of High-Risk Individuals are limited to ten people.
- (c) All concerts, conferences (greater than 50% venue capacity or 50 people, whichever is less) and indoor sporting events are prohibited.

**Section I.7 Exemptions.** The following are exempt from the restriction in this Article:

- (a) Cafeterias, commissaries, and restaurants located within hospitals, nursing homes, or similar facilities.



- (b) Adult detention facilities and juvenile justice facilities, or similar facilities.
- (c) Grocery stores and farmer's markets, except that dine-in facilities in a grocery store remain subject to the restrictions in this article and shall reduce allowed seating in the dine-in facility by fifty percent (50%) or limit seating to fifty patrons, whichever is less.
- (d) Pharmacies.
- (e) Food banks.
- (f) Crisis shelters or similar institutions.

**So Ordered.**



**Stephanie Browning**  
Director, Columbia/Boone County  
Department of Public Health and Human  
Services

3-19-2020  
Date

142-2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

19th

day of

March

20 20

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 for Sale of Real Estate between Boone County and the City of Columbia.

Terms of the agreement are stipulated in the attached Contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract for Sale of Real Estate.

Done this 19th day of March 2020.

ATTEST:

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

*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

## CONTRACT FOR SALE OF REAL ESTATE

This agreement by and between the **City of Columbia, Missouri**, a municipal corporation (hereinafter referred to as "**City**") and **Boone County, Missouri**, a first-class statutory County (hereinafter referred to as "**County**") is entered into on the date of the last signatory noted below (the "Effective Date").

### WITNESSETH:

1. PREMISES. City agrees to accept and County agrees to convey the following described real property being:

Tract Number 1 on a survey recorded at Book 4852, Page 155, Boone County records, a copy of which is attached as **Exhibit A**, commonly known as Boone County Fairgrounds (hereafter "Fairgrounds"),

on the following terms and conditions set out herein.

2. CONSIDERATION. No money shall be paid by City to County for this conveyance. City will develop and use the property for public recreation purposes which will benefit the citizens of both the City and the County. Additionally, City will enter into a separate agreement with County transferring certain maintenance obligations of the MKT Trail from the County to the City.
3. INTENDED USE. The Fairgrounds property shall be exclusively used for public recreation and entertainment purposes, which also includes but is not limited to staff offices for City Parks and Recreation Department employee and personnel, Convention and Visitors Bureau offices, facility maintenance, and recreation and tourism related activities, promotions, and projects and all similar types of activities necessary to carry out and further these purposes.
4. TITLE. Merchantable title of record shall be conveyed by Special Warranty Deed in fee simple title free and clear of all encumbrances except as set forth herein. For purposes of this agreement merchantable title shall be defined by the Missouri Bar Title Standards. The Special Warranty Deed shall be in substantially the form as set out in **Exhibit B**.
5. TITLE INSURANCE. City shall at City's expense obtain a title commitment from Boone Central Title Company. Upon receipt of the title commitment City shall within twenty (20) days advise County in writing of any objections to title. County shall have sixty (60) days to remove the encumbrances and defects. If County is

unable to do so before closing date, City may terminate this contract and it shall be void.

6. INSPECTION FOR ENVIRONMENTAL HAZARDS. In order to establish whether any environmental contamination or hazard exists on any portion of the property, City may obtain, at City's expense, a Phase I Environmental Survey from a reputable environmental engineering firm as soon as reasonably possible after execution of this agreement. The environmental study shall reflect the presence or absence of any hazardous waste, biological or environmental protection laws. If the survey reflects the possible existence of hazardous waste or any environmental hazard on the property, the closing date shall be delayed for a reasonable period of time (not to exceed one hundred twenty (120) days). Within this period to time, City, at its expense, shall arrange for additional environmental tests and studies to establish to City's satisfaction that there is no environmental contamination of the soil or groundwater on the property. If such tests reveal or recognize environmental condition or contamination on the property that requires remediation under federal or state law, City shall so notify County. Within ten (10) days of receipt of such notice, County must notify City whether or not County will remediate the contamination. If County fails to notify City within ten (10) days, County shall conclusively be presumed to have decided not to remediate the contamination. If County decides not to remediate the contamination, City shall have the option of either purchasing the property or declaring this agreement void.
7. CURRENT LEASEHOLD INTERESTS. County represents to City that there are currently two (2) tenants holding leasehold interests in the property. The United Parcel Service, Inc. lease is attached hereto as **Exhibit C** and the Mortgage Research Center, LLC, d/b/a Veterans United Home Loans (VU) is attached hereto as **Exhibit D**. County shall continue to receive the lease payments until closing. After closing all lease payments shall belong to the City. City agrees to honor the leases for the duration of the terms so long as tenants are in compliance with all terms of the lease.
8. DUSK TO DAWN LIGHTS. There currently are dusk to dawn lights on the Fairgrounds which are metered by Boone Electric. Upon closing, County shall pay all sums due Boone County Electric and City shall transfer the account into City's name and assume any payments coming due thereafter. City may at City's option replace the lights with City provided electrical service.
9. INTERNAL ROADWAYS. There are certain roadways existing within the Fairgrounds. Prior to closing County shall at county's expense convert the public roads existing in the property to private drives by adopting and recording a Commission Order in substantially the form as the draft attached hereto as **Exhibit E**.
10. BOONE COUNTY FAIRGROUNDS REGIONAL RECREATION DISTRICT. County agrees to make efforts to disincorporate the Boone County Fairgrounds

Regional Recreation District at County's expense within a reasonable time upon City's written request.

11. PERMITTED FUTURE ACCESS AND USE OF PROPERTY.

- a. Boone County Fair, Inc. Use. City agrees that upon written request from Boone County Fair, Inc., it will grant a license annually, at no charge, for a period of at least ten (10) days a minimum of twenty-three (23) acres portion of the Fairgrounds for the purpose of conducting the Boone County Fair on the Fairgrounds on dates and times to be agreed to between City and Boone County Fair, Inc. This license shall automatically expire if Boone County Fair, Inc. fails to exercise its rights under this agreement and does not hold the fair at the Fairgrounds within two (2) years of the date of this agreement and each year thereafter. Boone County Fair, Inc. must enter into an operating agreement with City specifying terms and conditions of the event. City shall not be required to undertake any obligation to construct or maintain any structures occupied by Boone County Fair, Inc. for the event.
- b. Boone County Sheriff's Department Use. City agrees that the Boone County Sheriff's Department (BCSD) may continue to use the "Coliseum Building" for public safety K-9 training activities at mutually agreeable times as is currently permitted in paragraph 6(c) of the County's lease with VU (which is attached hereto as **Exhibit D**). Should the City desire to terminate BCSD's future use of the property for K-9 training it may do so upon one-year's written notice to the Boone County Sheriff, 2121 County Drive, Columbia, Missouri 65202.

12. AGREEMENT AS TO TRACT 2 ON EXHIBIT A. There is a second tract of land designated Tract 2 shown on the survey recorded in Book 4852, Page 155 of the Boone County Records that adjoins portions of the Fairgrounds tract that is being conveyed to City and shown as **Exhibit A** attached hereto. Tract 2 is owned by County and shall continue to be used by County. Should County decide to sell or otherwise dispose of Tract 2 it will do so by a sale process that involves a public auction and County shall give City sixty (60) days advance notice so that City may participate in the auction process. County agrees it will annex Tract 2 into the City limits prior to sale or development of Tract 2 and all such development shall comply with the then existing City Code.

13. MKT TRAIL MAINTENANCE AGREEMENT. As a part of the consideration and promises made by the parties to this agreement, City agrees to accept and undertake current maintenance obligations of a portion of the MKT trail that County is presently maintaining. City and County will enter into a written maintenance agreement in substantially the form set out in **Exhibit F**. Nothing

shall prohibit City from later relocating any part of all of that part of the MKT trail and if relocated City maintenance of that portion on County owned property shall end.

14. REAL ESTATE TAXES. As both parties are governmental entities there are no real estate taxes assessed against the property being conveyed and therefore no proration of taxes is necessary.
15. NO WAIVER OF IMMUNITIES. Nothing herein shall be construed a waiver or limitation of the City's or County's rights or defenses with regard to City's and County's statutory, sovereign, governmental or official immunities provided by State or federal laws.
16. CLOSING. The transfer of the real estate shall be closed at Boone Central Title Company, Columbia, Missouri on or before June 15, 2020 or at such times or places as the parties may agree. City shall pay all closing costs.
17. POSSESSION. The County shall deliver possession of the property to the City upon the closing of this contract, subject to the leasehold interests described herein.
18. PROPERTY CONDITION AND REPRESENTATIONS. Except for inspection rights set forth herein, City accepts the premises in its present condition, and County makes no warranties or representations regarding the premises.
19. BINDING ON SUCCESSORS AND ASSIGNS. The Covenants herein contained shall bind and the benefits shall inure to the parties' successors and assigns.
20. AUTHORITY OF SIGNATORIES. Each of the persons signing this Agreement on behalf of either party represents that he or she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of that party to effectuate that authorization has been taken.
21. CONTRACT TO SURVIVE CLOSING. Any agreement to be performed after closing shall be performed pursuant to this contract which shall survive closing.

[Signatures follow on next page.]



IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

City:  
City of Columbia, Missouri

By: John Glascock  
John Glascock, City Manager

Date: May 5, 2020

ATTEST:

Sheela Amin  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson  
Nancy Thompson, City Counselor

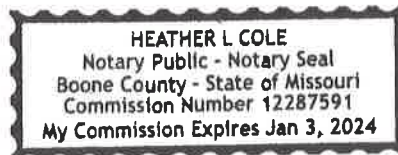
STATE OF MISSOURI    )  
  ) ss  
COUNTY OF BOONE    )

On this 5<sup>th</sup> day of May, 2020 before me appeared John Glascock, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year first above written.

Heather L. Cole  
Notary Public

My commission expires: 1-3-24





## **EXHIBITS**

- Exhibit A – Survey recorded at Book 4852, Page 155 Boone County records
- Exhibit B – Special Warranty Deed
- Exhibit C – Facility Usage Agreement with United Parcel Service, Inc. (UPS)
- Exhibit D – Facility Usage Agreement with Mortgage Research Center, LLC, d/b/a Veterans United Home Loans (VU)
- Exhibit E – Draft Commission Order to revert roads to private drives
- Exhibit F – Draft MKT Trail Maintenance Agreement



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**SPECIAL WARRANTY DEED**

THIS INDENTURE, made on this \_\_\_day of \_\_\_\_\_, 2020, by and between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through its County Commission, herein **GRANTOR**, and **City of Columbia**, a political subdivision, herein **GRANTEE**. Grantee's mailing address: City of Columbia, 701 E Broadway, PO Box 6015, Columbia, MO 65205.

WITNESSETH, GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to it by GRANTEE, the receipt of which is hereby acknowledged, does by these presents SELL and CONVEY unto GRANTEE and its successors and assigns the following described lots, tracts, or parcels of land lying, being, and situated in Boone County, Missouri, for so long as the property is used for public recreation and entertainment purposes and including staff offices for the City Parks and Recreation Department employees and personnel, Convention and Visitors Bureau offices, facility maintenance equipment and recreational and tourism related activities, promotion and projects and all similar type activities necessary to carry out and further these purposes, and if said property is no longer used for public recreation purposes the estate shall cease and determine and the property shall revert to the Grantor, to wit:

*Tract 1 as shown in a survey recorded at Book 4852, Page 155, Boone County records.*

TO HAVE AND TO HOLD the described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto GRANTEE and unto its successors and assigns forever for so long as the property is used for public recreation purposes, GRANTOR hereby covenanting that:

1. the premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and
2. that it will warrant and defend the title to the premises unto GRANTEE and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

It is the intent of this Deed to create a fee simple determinable interest in the City of Columbia for use of the property for public recreation purposes.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed the day and year above written.

Boone County, Missouri  
BY:

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

Attest:

\_\_\_\_\_  
Brianna L. Lennon, County Clerk

STATE OF MISSOURI            )  
  )ss  
COUNTY OF BOONE            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for said state, personally appeared Daniel K. Atwill, known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that he executed the same as Presiding Commissioner of the County of Boone, State of Missouri, as an authorized signatory of the County Commission, for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

\_\_\_\_\_  
Notary Public



STATE OF MISSOURI            )  
  )ss.  
COUNTY OF BOONE            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for said state, personally appeared Brianna L. Lennon, known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that she executed the same as County Clerk of the County of Boone, State of Missouri, as authorized by official action of the County Commission, for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

\_\_\_\_\_  
Notary Public

## 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*

E9370FC1E407402

Kevin Stoelting  
Corporate Real Estate Manager

By:

DocuSigned by:  
*Daniel K. Atwill*

8A1B934CFD064EB

Daniel K. Atwill, Presiding Comm.

**ATTEST:**

DocuSigned by:  
*Brianna L. Lennon by MT*

7DAED4500DF6925

Brianna L. Lennon, County Clerk

**Approved as to Legal Form:**

DocuSigned by:  
*Cheryl J. Offner*  
by *[Signature]*

56E0A0DD80AC445

County Counselor

**Acknowledged for Budgeting Purposes:  
Revenue to: 1190-3822**

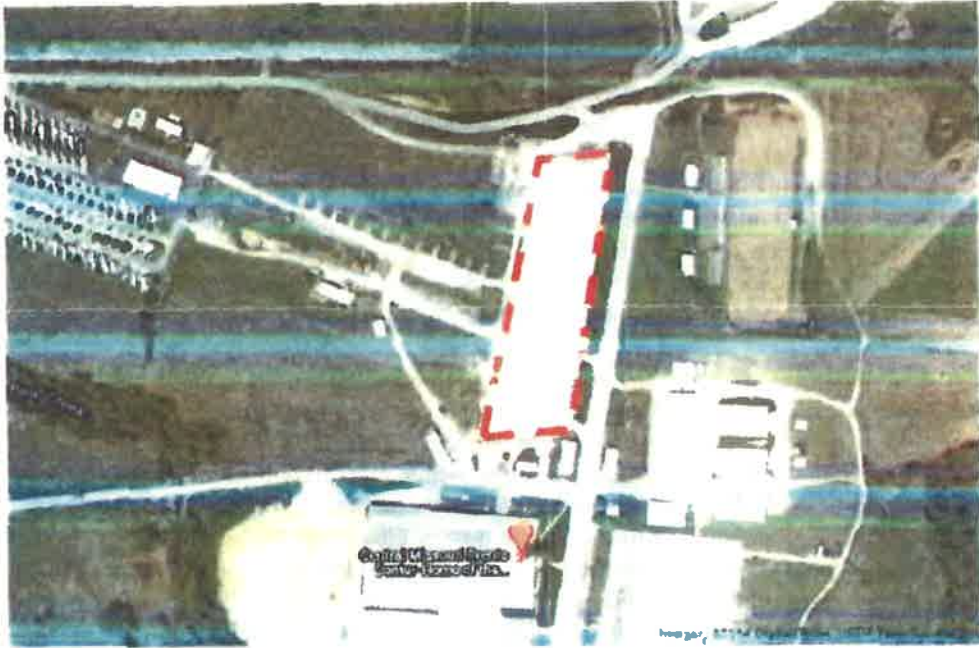
DocuSigned by:  
*June E. Pitchford*

41478A23F1CA87D

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@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.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:

✓ 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>12295.28</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 Menlake Parkway  
Atlanta GA 30328

Telephone: 214-533-5952 Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): 36-2407381

Print Name: Kevin Stoeltzing Title: Real Estate Director

Signature: [Handwritten Signature] Date: 5/22/19

E-mail: KStoeltzing@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 Dowlake Parkway NE  
Atlanta GA 30328

Telephone: 214-533-5952 Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): 36-2407381

Print Name: Kevin Stelting Title: Real Estate Director

Signature: *[Handwritten Signature]* Date: 3/18/19

E-mail: KStelting@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)

---

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

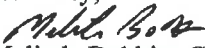
Dear Mr. Stoelting:

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,

  
Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

cc: Evaluation Committee Members / Proposal File



**BOONE COUNTY - MISSOURI**

PROPOSAL NUMBER 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 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: \_\_\_\_\_

APPENDIX A

COVER/ RESPONSE PAGE

PLEASE COMPLETE AND PLACE IN FRONT OF YOUR RFP RESPONSE

Organization Name: United Parcel Service UPS

Address: 55 Mitchell Parkway NE  
Atlanta GA 30328

Telephone: 214-533-5952 Fax: \_\_\_\_\_

E-mail Address: KStoeltinge@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 / Purchasing / Bid Opportunities / 2019 / 01-08JAN19 / RFP Opening.](http://www.showmeboone.com/Purchasing/Bid%20Opportunities/2019/01-08JAN19/RFP%20Opening)

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 Mienlake Parkway NE Atlanta GA 30328  
Phone Number: 214 533 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	Robertly Area Com College	660-263-4100 x 11252		jof@vmacc.edu
4.	Walter Thompson	MMSP	573-489-1551		w.thompson@ecl.com
5.	Eric Wilson	Veterans United of the Law	573-876-2100		eric.wilson@vu.com
6.	Nyke A	MMSP	573-424-7002		keepergiddyup@gmail.com
7.	Brad Jukes	MMSP	573-268-7163	-	bradjukes@tmat.com
8.	Chris Kraye	Boone County	573-886-4414		
9.	Donna Kelly	Boone County	573-424-1653		
10.	Sherril Noel		573-470-1166		Snocell1166@yahoo.com
11.	Cody Noel		573-872-5678		Noelsantosabals@comcast.com
12.	Mary Lamar		573-489-8363		mlamar2000@gmail.com
13.	James Pounds		573-867-0872		jpounds@sackett.net
14.	Paul Zullo		573-964-1063		205 656 1500.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, 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.

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, Otscon, 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.







# 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>INSURED</b> UNITED PARCEL SERVICE, INC. 55 GLENLAKE PARKWAY, NE ATLANTA GA 30328	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b></td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> CMeCertProduction@LibertyMutual.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Liberty Mutual Fire Insurance Company</td> <td style="text-align: right;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER B:</b> LM Insurance Corporation</td> <td style="text-align: right;"><b>33600</b></td> </tr> <tr> <td><b>INSURER C:</b> Liberty Insurance Corporation</td> <td style="text-align: right;"><b>42404</b></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b> CMeCertProduction@LibertyMutual.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Liberty Mutual Fire Insurance Company	<b>NAIC #</b>	<b>INSURER B:</b> LM Insurance Corporation	<b>33600</b>	<b>INSURER C:</b> Liberty Insurance Corporation	<b>42404</b>	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>																					
<b>INSURER F:</b>																					

**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	ADDL SUBR (ISSD, WVT)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	TB2-C21-004175-289	1/1/2019	1/1/2020	EACH OCCURRENCE \$3,000,000
A			TB2-C21-092036-149	1/1/2019	1/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence) \$
B			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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> MON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		AS2-C21-004175-339	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000
A			AS2-C21-092036-219	1/1/2019	1/1/2020	BODILY INJURY (Per person) \$
A			AS2-C21-092036-919	1/1/2019	1/1/2020	BODILY INJURY (Per accident) \$
B			AS5-C21-004335-269	1/1/2019	1/1/2020	PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED:      RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <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
B			WA5-C2D-092036-249	1/1/2019	1/1/2020	E.L. EACH ACCIDENT \$1,000,000
B			WC5-C25-004335-979	1/1/2019	1/1/2020	E.L. DISEASE - EA EMPLOYEE \$1,000,000
C			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 <i>Karyn Lessard</i>
--	--

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 [CMcCertProduction@libertymutual.com](mailto:CMcCertProduction@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.



## FACILITY USAGE AGREEMENT

THIS AGREEMENT dated the 25th 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:  


9988A1E06EDB4B8

**Brock Bukowsky, Managing Member**

By:

DocuSigned by:  


8A4B934CE06E45B

**Daniel K. Atwill, Presiding Comm.**

**ATTEST:**

DocuSigned by:

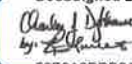


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**Brianna L. Lennon, County Clerk**

**Approved as to Legal Form:**

DocuSigned by:



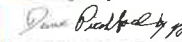
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**County Counselor**

**Acknowledged for Budgeting Purposes:**

**Revenue to: 1190-3822**

DocuSigned by:



4147B4E3F1C847D

**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 [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?

*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 #): 43-1965151

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

Signature: Stanley 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,

A handwritten signature in black ink, appearing to read "Melinda Bobbitt".

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

cc: Evaluation Committee Members / Proposal File

**BOONE COUNTY - MISSOURI**

PROPOSAL NUMBER 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: \_\_\_\_\_

APPENDIX A

**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: \_\_\_\_\_

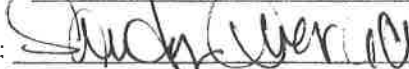
E-mail Address: soveracre@vu.com

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**

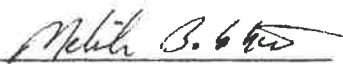
This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's Response Form.

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**

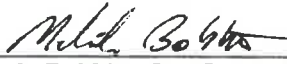
**ADDENDUM #2 - Issued October 22, 2018**

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, 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:  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	Robertly/rea.com	662-263-1100	x 11252	jof@vmacc.edu
4.	Matt Thompson	MMSP	573-489-1551		withmbycne.io
5.	Eric Wilson	Veterans United of Mo	573-876-2100		eric.wilson@vu.com
6.	Myka A	MMSP	573-424-7002		keepergiddyup@gmail.com
7.	Brad Jukes	MMSP	573-268-7163	-	brad@jukesclt.net
8.	CJ Mkhayre	Boone County	573-886-4414		
9.	Donny King	Boone County	573-424-1633		
10.	Shawn Noel		573-420-1661		Shawn166@yahoo.com
11.	Cody Noel		573-820-5678		Noelcody9615@gmail.com
12.	Mary Lambert		573-429-7363		mlambert@umc.org
13.	James Pounds		573-567-0072		jpounds@seket.net
14.	Paul Zullo		573-964-1003		205 656 1501.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](http://www.showmeboone.com) / Purchasing / Bid Opportunities / 2019 / 01-08JAN19 / RFP Opening.

By: Melinda S. 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: 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: 1-12-19

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:

Item	Cost
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 Lessee's 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

Apr-17	Notes	
	Lawncare	\$ 1,250.00
	Heating and air system repair	\$ 216.98
	Structural evaluation	\$ 800.00
	Utilities	\$ 1,345.07
May-17	Notes	
	Lawncare	\$ 475.00
	Roof repair	\$ 2,438.20
	Utilities	\$ 1,156.75
Jun-17	Notes	
	Lawncare	\$ 350.00
	Utilities	\$ 1,095.63
Jul-17	Notes	
	Lawncare	\$ 350.00
	Utilities	\$ 1,517.25
Aug-17	Notes	
	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>



Veterans United Home Loans Expenses for Central Missouri Events Center - September 2017 to August 2018		
Standing Contracts	Notes	Cost
	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

Month	Notes		
May-18	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	Lawncare	\$	400.00
	Utilities	\$	3,788.11
	Cleaning	\$	357.00
	Trash	\$	210.00
Jul-18	Lawncare	\$	400.00
	Utilities		
	Cleaning	\$	657.00
	Trash	\$	210.00
	Well House repair (deep well pump replacement)	\$	1,422.00
Aug-18	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>\$</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  
**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: \_\_\_\_\_

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 Community College	660-263-4100 x 11252		jof@vmacc.edu
4.	Matt Thompson	WVSP	573-489-1551		wthompson@wv.gov
5.	Eric Wilson	Veterans United of America	573-876-2100		eric.wilson@vu.com
6.	Myke A	MMSP	573-424-7002		keepersiddyp@gmail.com
7.	Brad Jenks	MMSP	573-268-7163	-	brad@jenkschatt.com
8.	CJ Mckay	Boone County	573-886-4414		
9.	Ray Allen	Boone County	573-424-1633		
10.	Sherryl Noel		573- <del>574</del> -470-1660		Sherryl1660@yahoo.com
11.	Cody Noel		573-572-5078		Noelcody96@smm.com
12.	Mary Lamar		573-489-8363		mlamar@wv.gov
13.	James Pounds		573-567-0872		jpounds@secret.net
14.	Paul Zullo		573-964-1003		205 656 1501.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, 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 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@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.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

APPENDIX A

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, Otiscon, 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>
<b>Heller Road 109</b>		<b>\$21,344</b>
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.

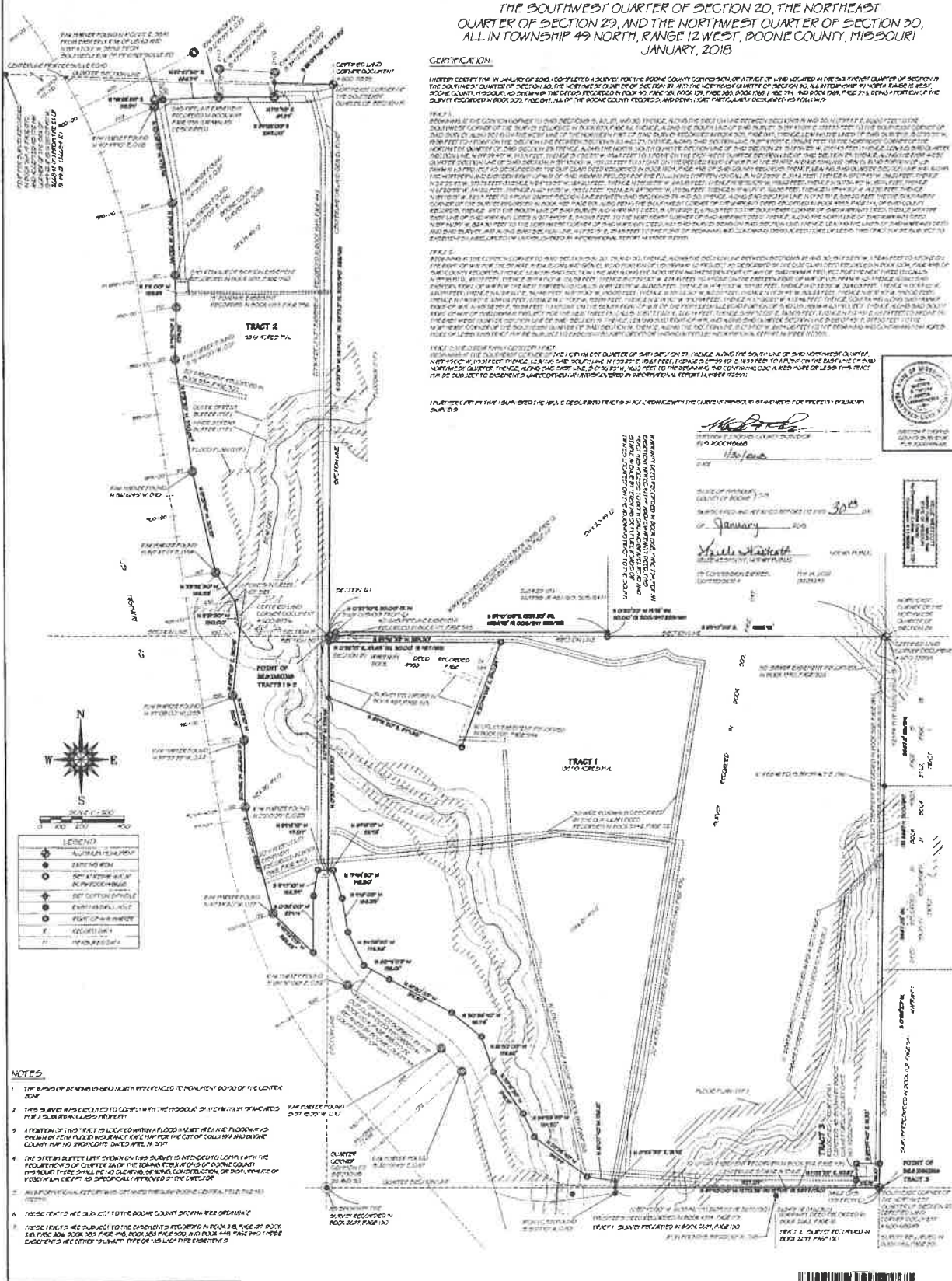
FILED FOR RECORD IN BOONE COUNTY, MISSOURI  
NORMA DITTEL, RECORDER OF DEEDS

### 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, NORMA DITTEL, RECORDER OF DEEDS, DO HEREBY CERTIFY THAT THE ABOVE SURVEY WAS FILED FOR RECORD IN THE BOONE COUNTY RECORDS ON JANUARY 18, 2018, AT 10:28:15 AM. THE SURVEY IS CORRECTLY RECORDED IN BOOK 38, PAGE 100, AND BOOK 39, PAGE 100. THE SURVEY IS CORRECTLY RECORDED IN THE BOONE COUNTY RECORDS, AND DOES NOT PARTIALLY OCCUR IN ANY OTHER RECORD.



#### NOTES

1. THE BOUNDARY BEING IN RED WITH REFERENCE TO THE NORTH END OF THE CENTER ROAD.
2. THIS SURVEY WAS EXECUTED TO COMPLY WITH THE PROVISIONS OF THE PARTIAL TRANSFER ACT FOR SOUTHERN LANDS PROJECT.
3. A PORTION OF THIS TRACT IS LOCATED WITHIN A FLOOD HAZARD AREA AS DETERMINED BY FEMA FLOOD INSURANCE RATE MAP FOR THE CITY OF COLLETA IN BOONE COUNTY. THIS MAP IS INCORPORATED INTO THIS SURVEY.
4. THE SURVEY IS SUBJECT TO THE PROVISIONS OF THE PARTIAL TRANSFER ACT FOR SOUTHERN LANDS PROJECT. ANY DISCREPANCIES BETWEEN THIS SURVEY AND ANY OTHER SURVEY SHALL BE RESOLVED BY THE SURVEYOR.
5. THIS SURVEY IS SUBJECT TO THE PROVISIONS OF THE PARTIAL TRANSFER ACT FOR SOUTHERN LANDS PROJECT. ANY DISCREPANCIES BETWEEN THIS SURVEY AND ANY OTHER SURVEY SHALL BE RESOLVED BY THE SURVEYOR.
6. THESE TRACTS ARE SUBJECT TO THE BOONE COUNTY ZONING ORDINANCE.
7. THESE TRACTS ARE SUBJECT TO THE PROVISIONS OF THE PARTIAL TRANSFER ACT FOR SOUTHERN LANDS PROJECT. ANY DISCREPANCIES BETWEEN THIS SURVEY AND ANY OTHER SURVEY SHALL BE RESOLVED BY THE SURVEYOR.

*Norma Dittel*  
RECORDER OF DEEDS  
BOONE COUNTY, MISSOURI

DATE: January 18, 2018

FILED FOR RECORD IN BOOK 38, PAGE 100  
AND BOOK 39, PAGE 100

Boone County Resource Management Department  
Engineering Division  
501 E. Main Street, P.O. Box 1074480  
Columbia, Missouri 65201-1480

APPROVED FOR RECORDING THIS DAY OF January, 2018.  
*Norma Dittel*  
RECORDER OF DEEDS

Record # 20180118  
Date and Time: 01/18/2018 10:28:15 AM  
Instrument #: 2018001800 Book: 4882 Page: 100  
Recording Fee: \$24.00  
# of Pages: 1  
Norma Dittel





# CERTIFICATE OF LIABILITY INSURANCE

11/15/2019

DATE (MM/DD/YYYY)  
6/5/2019

**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> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1406149 VETERANS UNITED HOME LOANS 1400 VETERANS UNITED DRIVE COLUMBIA MO 65203	<b>INSURER A:</b> The Continental Insurance Company <b>MAC #</b> 35289	
	<b>INSURER B:</b> American Casualty Company of Reading, PA      20427	
	<b>INSURER C:</b> Continental Casualty Company      20443	
	<b>INSURER D:</b> Transportation Insurance Company      20494	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 16128629      **REVISION NUMBER:** XXXXXXX

**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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HOST-LIQUOR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	6020564270	11/15/2018	11/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	N	N	6020564267	11/15/2018	11/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	N	6020564253	11/15/2018	11/15/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6020564284	11/15/2018	11/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROPERTY - ALL RISK	N	N	6020564270	11/15/2018	11/15/2019	PER SCHEDULE ON FILE WITH CARRIER

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The County of Boone, Missouri is an additional insured with respect to the general liability and umbrella coverage, only as required by contract, but subject to the terms and conditions of the policy. 30 Day Notice of Cancellation Applies.

**CERTIFICATE HOLDER**

**CANCELLATION**

16128629 County of Boone, Missouri C/O Purchasing Department 613 E. Ash Street Columbia MO 65201	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 
--	---



**Draft Commission Order language for public roads at CMEC/fairgrounds to revert to private roads:**

Now on this day the County Commission of the County of Boone does hereby declare that certain public roads at the Boone County Fairgrounds created by the Quit-Claim Deed recorded at Book 3742, Page 92 Boone County Records, which was authorized in Boone County Commission Order 557-2010 and accepted by Boone County Commission Order 568-2010, are no longer needed for public road purposes and, therefore, hereby revert back to private drives. The roads are described in the Quit-Claim Deed recorded at Book 3742, Page 92 Boone County Records and are within the boundaries of the property described as Tract #1 in a survey recorded at Book 4852, Page 155 Boone County Records.

Done this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Daniel K. Atwill  
Boone County Presiding Commissioner

\_\_\_\_\_  
Fred J. Parry  
District I Commissioner

\_\_\_\_\_  
Janet M. Thompson  
District II Commissioner

ATTEST

\_\_\_\_\_  
Brianna L. Lennon  
County Clerk

**BOONE COUNTY AND CITY OF COLUMBIA  
TRAIL MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into by and between **Boone County, Missouri**, through its County Commission, a political subdivision of the State of Missouri, herein "County" and the **City of Columbia, Missouri**, a political subdivision of the State of Missouri, herein "City".

**WITNESSETH:**

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

1. PURPOSE AND CONSIDERATION: The purpose of this agreement is to formalize an understanding regarding the maintenance of the MKT Trail generally from Scott Boulevard to its intersection with the Katy Trail. This agreement constitutes partial consideration to the County from the City as part of a larger transaction that includes the transfer of real estate from the County to the City.
2. MAINTENANCE OF SPECIFIED TRAIL: Prior to this Agreement, County has maintained portions of the MKT Trail as generally shown in the attached Exhibit A. From and after the date of this Agreement, City agrees to maintain all those portions of the MKT Trail as part of its trail system. County will no longer maintain any portion of the MKT Trail after the date of this Agreement.
3. LOCATION: The general location of the trail areas to be maintained by City per this agreement can be described as follows:
  - a. That portion of the MKT Trail generally from Scott Boulevard east to the trail intersection with the Katy Trail, as shown in Exhibit "A".
4. POSSIBLE RELOCATION OF PORTION OF TRAIL BY CITY: Nothing herein shall prohibit City from relocating any portion of the MKT trail and, if relocated, City maintenance on the former "footprint" of the MKT trail will cease.
5. NONAPPROPRIATION: Any and all obligations in this Agreement which impose any financial obligations on either party are conditioned upon there being sufficient, unencumbered funds appropriated for that purpose.
6. AUTHORITY: The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.

**IN WITNESS WHEREOF** the parties, through their duly authorized representatives, have executed this agreement effective as of the date of the last party to execute the same.

Executed by the City of Columbia, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Executed by Boone County, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF COLUMBIA, MISSOURI**

By:

\_\_\_\_\_  
John Glasscock, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Attorney

**BOONE COUNTY, MISSOURI**

By:

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

\_\_\_\_\_  
Brianna L. Lennon, County Clerk

APPROVED AS TO FORM:

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

ATTACHMENT:

EXHIBIT A TRAIL DIAGRAM

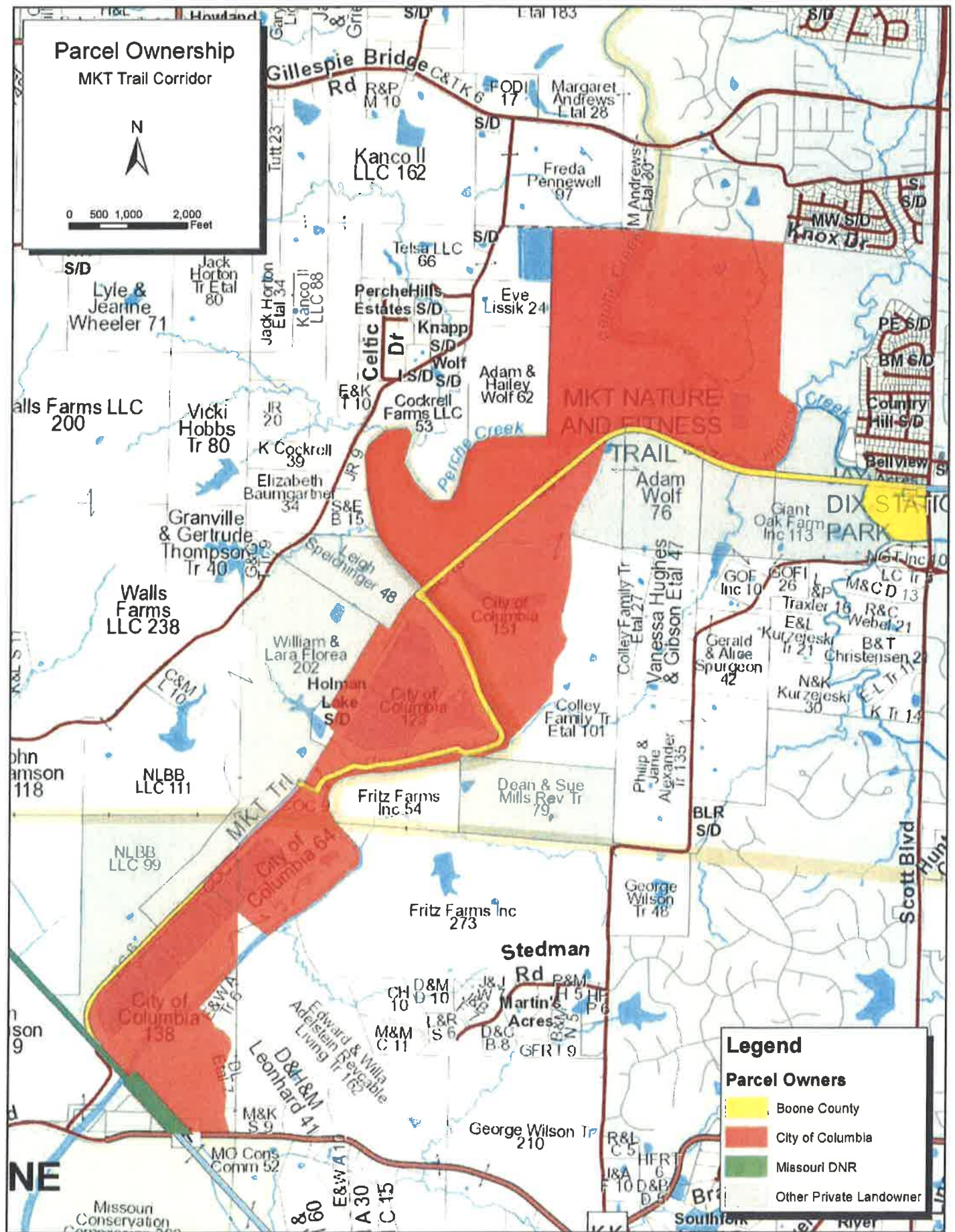
DRAFT

# Parcel Ownership

MKT Trail Corridor



0 500 1,000 2,000 Feet



## Legend

### Parcel Owners

- Boone County
- City of Columbia
- Missouri DNR
- Other Private Landowner