

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

25th

day of

June

2020

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 6008 N. Kent Drive, A+B, parcel #12-415-20-01-071.00 01.

Done this 25th day of June 2020.

ATTEST:

Brianna L. Lennon
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

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

In Re: Nuisance Abatement)	June Session
6008 N. Kent Drive A+B)	April Adjourned
Columbia, MO)	Term 2020
)	Commission Order No. <u>279-2020</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 25th day of June 2020, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash, rubbish, garbage and other refuse and a derelict, unlicensed, inoperable and junk-filled white Plymouth van on the premises.
4. The location of the public nuisance is as follows: 6008 N. Kent Drive A+B, Gregory Heights Subdivision, Replat 1, Lot 76 a/k/a parcel# 12-415-20-01-071.00 01, Section 20, Township 49, Range 12 as shown in deed book 4257 page 0017, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage and other refuse in violation of section 6.5 of the Code and a derelict, unlicensed, inoperable and junk-filled white Plymouth van in violation of section 6.9 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 13th day of March to the lien holder and on the 17th day of March to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

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

Order For Abatement Chargeable As a Special Assessment To The Property

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

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

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

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

BKB

Photographs taken 6/8/20 @ ~ 3:30 pm
6008 N. Kent Drive A+B



Hoang Yen Thi Vo and Thuc Oanh Thi Vo
6008 N. Kent Drive A+B
Department of Public Health nuisance notice - timeline

- 3/3/20: citizen complaint received
- 3/6/20: initial inspection conducted
- 3/11/20: notice of violation notice sent to owner and lien holder, return receipt requested
- 3/13/20: lien holder notice claimed
- 3/17/20: owner notice claimed
- 6/8/20: reinspection conducted – violation not abated - photographs taken at ~ 3:30 pm
- 6/11/20: hearing notice sent



Columbia/Boone County
Public Health & Human Services

COPY



HEARING NOTICE

Hoang Yen Thi Vo and Thuc Oanh Thi Vo
3700 Mint Julep Drive
Columbia, MO 65202-4845

An inspection of the property you own located at 6008 N. Kent Drive A+B (parcel # 12-415-20-01-071.00 01) was conducted on March 6, 2020 and revealed junk, trash, rubbish, garbage and other refuse and a derelict, unlicensed, inoperable and junk-filled white Plymouth van vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.9.

You are herewith notified that a hearing will be held before the County Commission on Thursday, June 25, 2020 at 1:30 p.m. in Room 301 at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated. **You may participate in this hearing in-person (the number of in-person attendees permitted in the room will be limited to ensure social distancing) or via conference call by calling 425-585-6224, Access Code: 802-162-168.**

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

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

Sincerely,

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 17th day of June 2020 by KV





Columbia/Boone County
Public Health & Human Services

COPY



HEARING NOTICE

Regions Bank
201 Milan Parkway
Birmingham, AL 35211

An inspection of the property you hold a lien on located at 6008 N. Kent Drive A+B (parcel # 12-415-20-01-071.00 01) was conducted on March 6, 2020 and revealed junk, trash, rubbish, garbage and other refuse and a derelict, unlicensed, inoperable and junk-filled white Plymouth van vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.9.

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Sincerely,

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 17th day of June 2020 by 100



417-881-1234



1000 E. Walnut Street
Columbia, MO 65201



Columbia.gov





COPY



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

Hoang Yen Thi Vo and Thuc Oanh Thi Vo
3700 Mint Julep Drive
Columbia, MO 65202-4845

An inspection of the property you own located at 6008 N. Kent Drive A+B (parcel # 12-415-20-01-071.00 01) was conducted on March 6, 2020 and revealed junk, trash, rubbish, garbage and other refuse on the premises.

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

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Sincerely,

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 11th day of

March 2020 by BUR.

573.874.7781
573.874.7756 fax

1005 W. Worley Street
Columbia, Missouri 65203

CoMo.gov

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





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<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ 6.90
Total Postage and Fees	\$
Sent To	Hoang Yen Thi Vo and Thuc Thanh Thi Vo
Street and Apt. No., or PO Box No.	3700 Mint Julep Drive
City, State, ZIP+4®	Columbia MO 65202-4845



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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
 Hoang Yen Thi Vo and
 Thuc Thanh Thi Vo
 3700 Mint Julep Drive
 Columbia, MO
 65202-4845



9590 9402 4955 9063 9391 70

2. Article Number (Transfer from service label)
 7019 0160 0000 9112 8780

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Hoang Yen Thi Vo Addressee

B. Received by (Printed Name) C. Date of Delivery
 3-17-20

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

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



COPY



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Environmental Public Health Specialist

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March 2020 by DP.

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573.874.7756 fax

1005 W. Worley Street
Columbia, Missouri 65203

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Certified Mail Fee	\$
Extra Services & Fees (check box, and amount if applicable)	
<input type="checkbox"/> Return Receipt (hardcopy)	
<input type="checkbox"/> Return Receipt (electronic)	
<input type="checkbox"/> Certified Mail Restricted Delivery	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage	\$ 6.90
Total Postage and Fees	\$
Sent To	Regions Bank
Street and Apt. No., or PO Box No.	201 Milan Parkway
City, State, ZIP+4®	Birmingham AL 35211

Postmark Here: COLUMBIA MO 65201-9998 MAR 10 2020

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

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

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Regions Bank
 201 Milan Parkway
 Birmingham, AL
 35211



9590 9402 4955 9063 9391 87

2. Article Number (Transfer from service label)

7019 0160 0000 9112 8773

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature *James A. Jones* Agent Addressee
- B. Received by (Printed Name) *James A. Jones* C. Date of Delivery *03/16*
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

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

Domestic Return Receipt



Kristine Vellema <kris.vellema@como.gov>

Re:

1 message

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

Tue, Mar 3, 2020 at 11:41 AM

yes

On Tue, Mar 3, 2020 at 11:41 AM Kristine Vellema <Kris.Vellema@como.gov> wrote:
George Young - 808-6022 - abandoned mini van and silver pickup both full of junk at
6008A Kent Drive

I assume I get to keep this one...

*3/6' trash, junk
J/f. will
ply mount
van*

--

CONFIDENTIALITY STATEMENT

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

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

--

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

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

CONFIDENTIALITY STATEMENT



Kristine Vellema <kris.vellema@como.gov>

Fwd: Allen Circle and Kent

1 message

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

Fri, Mar 6, 2020 at 1:52 PM

Please handle

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

From: **Janet Thompson** <JThompson@boonecountymo.org>

Date: Fri, Mar 6, 2020 at 1:15 PM

Subject: Allen Circle and Kent

To: Stan Shawver <SShawver@boonecountymo.org>, Kala Tomka

<Michala.Wekenborg@como.gov>, Kristine Vellema <Kris.Vellema@como.gov>, CJ

Dykhouse <CDykhouse@boonecountymo.org>

Good afternoon—I just had a nice conversation with George Young, who lives at 2401 Allen Circle. His number is 573-808-6022. He called about several of the residences (I use that term loosely) on Kent and maybe drifting onto Allen. Just across the street from him on Kent is a duplex at which one of the residents seems to be hosting a car repair service. Mr. Young stated that there have been up to eight vehicles that the resident has been working on, including a van and several cars. He notices this business (his characterization) is expanding because the vehicles end up either in or adjacent to his yard. Since I suspect this area isn't zoned commercial/industrial/anything but residential, could this be something we could start pursuing?

He also has noticed not just lots of trash accumulating (and, grass not getting mowed, albeit not now) AND a portion of one of the buildings seeming to cave in. for that kind of situation, wouldn't our ability to do something—even without the new/proposed legislation—get us down the path toward some kind of action?

I'd greatly appreciate your tackling as many of these issues as possible. Mr. Young is frustrated and I don't blame him. He welcomes your calls. Thanks so much.

Janet Thompson

Boone County District II Commissioner

801 East Walnut Room 333

Tom Schauwecker Assessor

Parcel 12-415-20-01-071.00 01

Property Location 6008 N KENT DR A+B

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

Owner VO HOANG YEN THI & THUC OANH THI VO
Address 3700 MINT JULEP DR
Care Of _____
City, State, Zip COLUMBIA, MO 65202 - 4845

Subdivision Plat Book/Page 0010 0037
Section/Township/Range 20 49 12
Legal Description GREGORY HGTS SD 3 REPLAT 1
 LOT 76
Lot Size 75.60 x 140.00
Irregular Shape Y
Deeded Acreage .00
Calculated Acreage .00
Deed Book/Page 4257 0017 3372 0233 3278 0057 2968 0074

CURRENT APPRAISED		CURRENT ASSESSED	
Type	Total	Type	Total
RESIDENTIAL	52,160	RESIDENTIAL	9,910
Totals	52,160	Totals	9,910

RESIDENCE DESCRIPTION

Year Built 1970
Use DUPLEX (102)
Basement CRAWL SPACE (2) **Attic** NONE (1)
Bedrooms 4 **Main Area** 1,664
Full Bath 2 **Finished Basement Area** 0
Half Bath 0
Total Rooms 8 **Total Square Feet** 1,664

Boone County Assessor

801 E. Walnut St., Rm 143
 Columbia, MO 65201-7733
assessor@boonecountymo.org

Office (573) 886-4251
Fax (573) 886-4254

Boone County, Missouri

Unofficial Document



Recorded in Boone County, Missouri

Date and Time: 12/30/2013 at 11:35:07 AM
Instrument #: 2013031067 Book: 4257 Page: 17

Grantor: VO, LIEU VAN
Grantee: VO, HOANG YEN THI

Instrument Type: QTCL
Recording Fee: \$27.00 S
No. of Pages: 2



QUIT-CLAIM DEED

(INFORMATION PROVIDED ON THIS DOCUMENT MUST BE TYPED OR PRINTED)

THIS INDENTURE, Made and entered into this 27 day of December A.D. Two Thousand and 13, by and between LIEU VAN VO (Grantor), of the County of BOONE, in the State of MISSOURI, party or parties of the First Part, and VO, HOANG YEN THI, THUC OANH THI VO (Grantee), (Grantee's mailings address) 3700 MINT JULEP Dr. COLUMBIA, MO. 65202 of BOONE County, State of MISSOURI party or parties of the Second Part:

WITNESSETH, That the said party or parties of the First Part in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of Second Part, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the said party or parties of the Second Part, the following described real estate, lying, being and situate in the County of Boone and State of Missouri, to-wit:

- as show in Plat Book/Page 0010/002 Fairway Meadows BLK1. Lot 12 - 710 Demaret Dr. Set 11 Twp 48 Rge 12
- as show in Plat Book/Page 0010/0037 Gregory HGTS SD3 REPLAT1 Lot 76 - 6008 N. Kent Dr. A+B Set 20 Twp 49 Rge 12

TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging, unto the said party or parties of the Second Part, and their heirs and assigns, FOREVER; so that neither the said party or parties of the First Part, nor their heirs, nor any other person or persons for them or in their name--or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

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

[Signature] LIEU VAN VO [Signature] THUC OANH THI VO
[Signature] VO, HOANG YEN THI

(ALL SIGNATURES MUST HAVE THE NAME TYPED OR PRINTED UNDERNEATH)

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document

BOONE COUNTY MO DEC 30 2013

STATE OF MISSOURI)
COUNTY OF Boone) ss.

On this 27 day of December, 2013, before me personally appeared Lieu, Hoang, & Thuc Vo

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

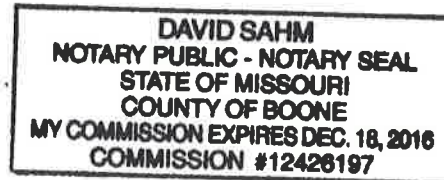
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my

official seal at my office in Columbia, MO, the day and year first above written.

My term expires 12/18/16

(Seal)

David Sahm
Notary Public



Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

25th

day of

June

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 Renewal Prescription Drug Monitoring Program Agreement between Boone County and St. Louis County, Missouri.

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 25th day of June 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



RENEWAL-PDMP USER AGREEMENT

This renewal agreement ("**Renewal**") is by and between **Boone County** ("**Subscriber**") and **St. Louis County, Missouri**, a charter county organized under the laws of the State of Missouri, on behalf of its Department of Public Health, with an address at 6121 North Hanley Road, Berkeley, MO 63134 ("**County**").

WHEREAS, **Subscriber** and **County** are parties to an agreement dated 5/11/2017 and which was approved by Boone County Commission Order 212-2017, ("**Agreement**"); and

WHEREAS, the **County** has a contract with Appriss Inc. ("**Appriss**") for operation of an application for a Prescription Drug Monitoring Program ("**PDMP**"); and

WHEREAS, **County** has adopted Ordinance 26,528 (2017) as amended by 27,656 (2019) authorizing the County Executive on behalf of St. Louis County to enter into contracts with the City of St. Louis and Missouri counties, municipalities, and local public health agencies for the purposes stated herein; and

WHEREAS, **County** and **Subscriber** desire to renew the **Agreement**;

WHEREAS, **Subscriber** is authorized to enter into this **Renewal** by Commission Order; and

NOW, THEREFORE, in consideration of the premises and promises hereinafter, the parties agree as follows:


1. The term for this **Renewal** shall begin upon execution and continue through October 28, 2021.
2. All other terms and conditions of the **Agreement** shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this **Renewal** as of the later of the dates set forth below.


BOONE COUNTY

Date Executed by Boone County: 6-25-2020


BOONE COUNTY, MISSOURI

By: 
Printed Name: Daniel K. Atwill
Title: Presiding Commissioner

Attest:


Brianna L. Lennon, County Clerk *DKB*

Approved as to legal form:


CJ Dykhouse, County Counselor

AUDITOR CERTIFICATION

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

June provided by 7/25/2020 - Amount will be paid through current City Appropriation
Signature _____ Date _____ Appropriation Amount _____

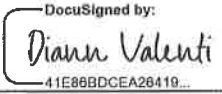
St. Louis County Ordinance No. 26,528 (2017) as amended 27,656 (2019)


Date Executed by St. Louis County: 07/13/2020 | 2:38 PM CDT

ST. LOUIS COUNTY, MISSOURI

By:  AD7240B9DE494EC...
Printed Name: Sam Page
Title: County Executive

Attest:

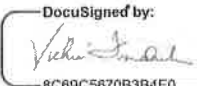
 41E88BDCEA28410...
Administrative Director

Approved: 
Director, Department of Public Health

Approved as to legal form:

 A2FEE09D0EAB409...
County Counselor

I hereby certify that unencumbered balances sufficient to pay the contract sum herein remain in the appropriation account against which this obligation is to be charged.

 8C89C5670B3B4E0
Accounting Officer

Legal Review: 

Fiscal Review: 

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

25th

day of

June

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 Approval of Proposal for Consultant Services Form between Boone County and Engineering Surveys & Services for concrete compressive strength and aggregate testing for Perche Ridge Plat 1.

The terms of the agreement are stipulated in the attached Proposal for Consultant Services Form. It is further ordered the Presiding Commissioner is hereby authorized to sign said Proposal for Consultant Services Form.

Done this 25th day of June 2020.

ATTEST:

Brianna L. Lennon
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

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the ____ day of June, 2020, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Engineering Surveys & Services

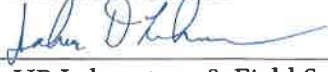
Project/Work Description: Concrete testing for Perche Ridge Plat 1


Proposal Description: Concrete compressive strength and aggregate testing as detailed in the attached proposal for the private development known as Perche Ridge Plat 1.

Modifications to Proposal: Fees and expenses shall not exceed \$7,100 for all stated work without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

ENGINEERING SURVEYS & SERVICES

By 
Title VP Laboratory & Field Services
Dated: 6-10-20

BOONE COUNTY, MISSOURI
By 
Presiding Commissioner
Dated: 6.25.20

APPROVED AS TO FORM:


County Attorney

ATTEST:

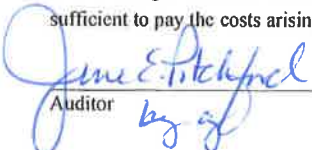

County Clerk DKB

APPROVED:


Resource Management Director

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 appropriations sufficient to pay the costs arising from this contract.

 6/16/20 3041-71101
Auditor by of Date

Engineering Surveys & Services

Consulting Engineers, Land Surveyors, and Geoprofessionals
Analytical and Materials Laboratories

1775 West Main Street
Sedalia, Missouri 65301
Telephone: 660-826-8618

ess@ess-inc.com
www.ess-inc.com

June 9, 2020

Mr. Pat Devaney, PE
Boone County Resource Management
801 E. Walnut, Room 315
Columbia, MO 65201

RE: Quality Assurance Proposal
Perche Ridge – Plat 1
Boone County, Missouri

Dear Mr. Devaney:

Engineering Surveys & Services (ES&S) appreciates the opportunity to present this proposal to provide Construction Materials Testing and Special Inspection services for the referenced project. Our proposal is based on our review of the project Contract Documents and our experience in providing similar services on projects across central Missouri.

We propose to provide qualified personnel to perform the specified testing, inspections, and observations related to fill placement, bearing surface and subgrade preparation, reinforcing steel placement, concrete testing, precast concrete observations, structural steel observations, and asphalt testing. ES&S field engineers and technical personnel are educated, trained, and experienced, and hold national certifications from the American Concrete Institute, the Missouri Department of Transportation, the American Welding Society, the American Society for Non-Destructive Testing, and the American Asphalt Pavement Association. In addition, our construction materials laboratory has been accredited by the US Army Corps of Engineers.

We have itemized the specified services and estimated costs below.

- Concrete Testing on the pavement
 - Approximately 12 sets of compressive strength concrete cylinders, including slump, air, and temperature testing (approximately 1 set every 650 lane/feet of residential street plus a couple of extra sets for incidentals)
 - 1 Cylinder for 7-day strength, 3 cylinders for 28-day strength (per ACI and ASTM), 1 cylinder held in reserve
- Aggregate testing
 - 1 set of aggregate tests consisting of CA and FA gradation, Deleterious Content and Thin & Elongated Pieces obtained from the concrete batch plant stockpile
 - 5 sets of coarse aggregate Specific Gravity and Absorption tests from wet sieved concrete samples obtained at the point of placement.

Based on the scope of work described above we recommend an estimated special inspection and testing budget of \$6,500 with a not to exceed cost of \$7,100 (10% contingency for following reasons). It should be noted our time and effort is strictly contractor driven and our anticipated scope of work may be impacted or influenced by poor scheduling, contractor's construction means and methods, weather conditions, or other unforeseen factors. Thus, the

Mr. Devaney
June 9, 2020
Page 2

actual time required to complete our scope of work may be more or less than our estimate. Therefore, we propose to provide these and all services on a time and materials basis as scheduled by the on-site representative. All services will be billed in accordance with the attached Standard Fee Schedules. All time is charged on a "portal to portal" basis from our Wildwood office. All testing and inspections will be performed by Engineering Surveys & Services personnel using equipment and instruments owned by this firm.

Engineering Surveys & Services has been providing civil engineering and construction materials testing and inspection services in central Missouri for over 60 years and appreciates your consideration of this proposal. For additional information about our firm, please visit our web site at www.ess-inc.com. If you have any questions regarding this proposal or if we may be of service, please contact this office.

Sincerely,



Joshua D. Lehmen, P.E.
VP Laboratory & Field Services

cc: 1 Devaney, ES&S

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

25th

day of

June

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 Assignment of Facility Usage Agreements between Boone County and the City of Columbia.

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 25th day of June 2020.

ATTEST:

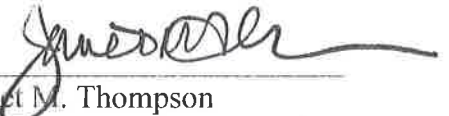

Brianna L. Lennon *DKB*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

ASSIGNMENT OF FACILITY USAGE AGREEMENTS

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

WITNESSETH:

1. **Assignment of Facility Usage Agreements.** In connection with the transfer of the underlying real estate from the County to the City, the County hereby assigns the following two Facility Usage Agreements to the City, both of which were approved in Boone County Commission Order 260-2019, together with all rights, title, and interest in and to the usage agreements and the premises, subject to all of the terms and conditions contained in said Agreements, both of which are attached hereto and incorporated herein, to-wit:
 - a. Exhibit A – UPS Facility Usage Agreement
 - b. Exhibit B – Veterans United Facility Usage Agreement


2. **Transfer of Security Deposit from Veterans United Agreement.** County will pay to City the sum of Ten Thousand Dollars (\$10,000.00) which represents a transfer of the Security Deposit on file with the County pursuant to its Agreement with Veterans United.

3. **Proration of Rent.** County will pay to City one-half of the rental payments it has received from VU and UPS for rent during calendar year 2020 as follows:
 - a. VU: \$30,000.00 total rent received by Boone County = \$15,000.00 payment to City.
 - b. UPS: \$11,251.93 total rent received by Boone County = \$5,626.00 payment to City.

SO ASSIGNED.

[County signatures appear on next page.]

Boone County, Missouri
Through its County Commission

By: 
Daniel K. Atwill, Presiding Commissioner

Date: 6.25.20

ATTEST:

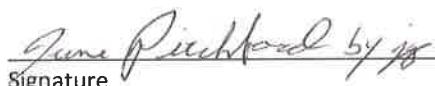

Brianna L. Lennon, County Clerk *DLB*

APPROVED AS TO LEGAL FORM:


CJ Dykhouse, County Counselor

AUDITOR CERTIFICATION

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

<u></u>	<u>06/16/2020</u>	100-2400 # 10,000
Signature	Date	1190-3822 # 20,626
		Appropriation Amount

Commission Order # _____

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 **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 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 Staelting
E9370FC4E107403

Kevin Staelting
Corporate Real Estate Manager

By:

DocuSigned by:
Daniel K. Atwill
BA4B934CED6E4EB...

Daniel K. Atwill, Presiding Comm.

ATTEST:

DocuSigned by:
Brianna L. Lennon by MT
7D02DA000DF014C

Brianna L. Lennon, County Clerk

Approved as to Legal Form:

DocuSigned by:
Charley J. Duffner
by: *[Signature]*
58F0A0DD80AC445

County Counselor

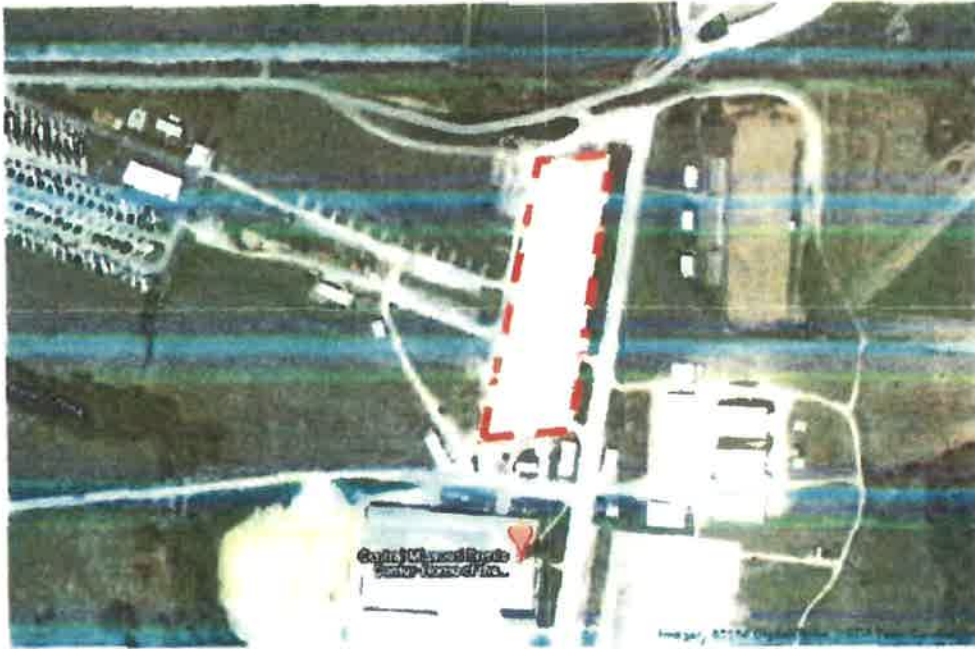
Acknowledged for Budgeting Purposes:
Revenue to: 1190-3822

DocuSigned by:
June E. Pitchford
410708E3F1C8470

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.

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 Glenlake Parkway
Atlanta GA 30328

Telephone: 214-533-5952 Fax: _____

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

Print Name: Kevin Stoeltje Title: Real Estate Director

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

E-mail: KStoeltje@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

May 22, 2019

United Parcel Service
Attn: Kevin Stoelting, Real Estate Director
55 Glenlake Parkway NE
Atlanta, GA 30328
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.

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. 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.

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 mbobbitt@boonecountymo.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 Dierlake Parkway NE
Atlanta GA 30328

Telephone: 214-533-5952 Fax: _____

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

Print Name: Kevin Staelting Title: Real Estate Director

Signature:  Date: 3/18/19

E-mail: KStaelting@ups.com

Boone County Purchasing



Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

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

March 14, 2019

United Parcel Service
Attn: Kevin Stoelting, Real Estate Director
55 Glenlake Parkway NE
Atlanta, GA 30328
KStoelting@ups.com

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

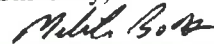
Dear Mr. Stoelting:

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

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. 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@boonecountymmo.org.

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

- 1) Would you consider a 3-year base term?

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

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____

COVER/ RESPONSE PAGE

PLEASE COMPLETE AND PLACE IN FRONT OF YOUR RFP RESPONSE

Organization Name: United Parcel Service UPS

Address: 55 Marietta Parkway NE
Atlanta GA 30328

Telephone: 214-533-5952 Fax: _____

E-mail Address: KStoelting@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 Stoelting 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 and

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 1st.

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.

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 30326
Phone Number: 214 533 5952 Fax Number: _____
E-mail: KStelling@ups.com
Authorized Representative Signature: KStelling Date: 12/26/18
Authorized Representative Printed Name: Kevin Stelling



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

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.	MATT HONAN	MMSP	573-489-1551		withomburg.cre.io
5.	Eric Wilson	Veterans United thru law	573-876-2600		eric.wilson@vu.com
6.	Myke A	MMSP	573-424-7002		keepers.ddyup@gmail.com
7.	Brad Jukes	MMSP	573-268-7163	-	brad@jukesclatmole.com
8.	CJ Dykhouse	Boone County	573-886-4414		
9.	Donny King	Boone County	573-424-1653		
10.	Shawn Noel		573-470-1661		Shawn1660@yahoo.com
11.	Cody Noel		573-872-5678		Noelsantosabol@comcast.com
12.	Mary Lamar		573-429-8363		mlamar@dmj.com
13.	James Pounds		573-567-0072		j.pounds@secret.net
14.	PAUL ZULLO		573-264-1083		205 656 MSU.com
15.					
16.					
17.					



BOONE COUNTY, MISSOURI

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

ADDENDUM #1 - Issued October 11, 2018


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

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

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

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

By:


Melinda Bobbitt, 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

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE NUMBER</u>
A. Introduction	2
B. Background	2-3
C. Description of the Facilities/Property	3-4
D. Site Utility Services	4-5
E. Terms, Conditions and Proposed Uses	5-7
F. Special Conditions	7
G. Instructions	7-9
H. Selection of Lessee	9-10
I. Negotiation of Contract	10
J. Appendix	
Appendix A – Cover/Response Page	11
Appendix B – Boone County Insurance Requirements	12-13
Appendix C – Area Data	14-27
Appendix D – Boone County Survey	

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 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.
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

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

Harry S. Truman Veteran's Hospital	Medical Care	1,400
Veterans United Home Loans	Mortgage Lending	1,442
Shelter Insurance Companies	Insurance	1,128
MBS Textbook Exchange	Education/Retail	851
State Farm Insurance Companies	Insurance	850
Columbia College	Education	766
Joe Machens Dealerships	Auto Sales	711
Hubbell Power Systems, Inc.	Manufacturing	580
Kraft Foods	Food Production	550
State of Missouri (excludes MU)	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.

Year	Taxable Sales	\$ Increase	% Increase
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.

Date	Location	# of Acres	\$/Acre	Rail
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.

Certified Sites		
Location	# of Acres	\$/Acre
Heller Road 109 \$21,344		
Highway 63 & Discover Parkway	115	\$2.30 (per s.f./lease)
Other Sites Listed		
Location	# of Acres	\$/Acre
North		
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		
East		
I-70 Drive SE & Route Z	22	\$196,020
South		
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.

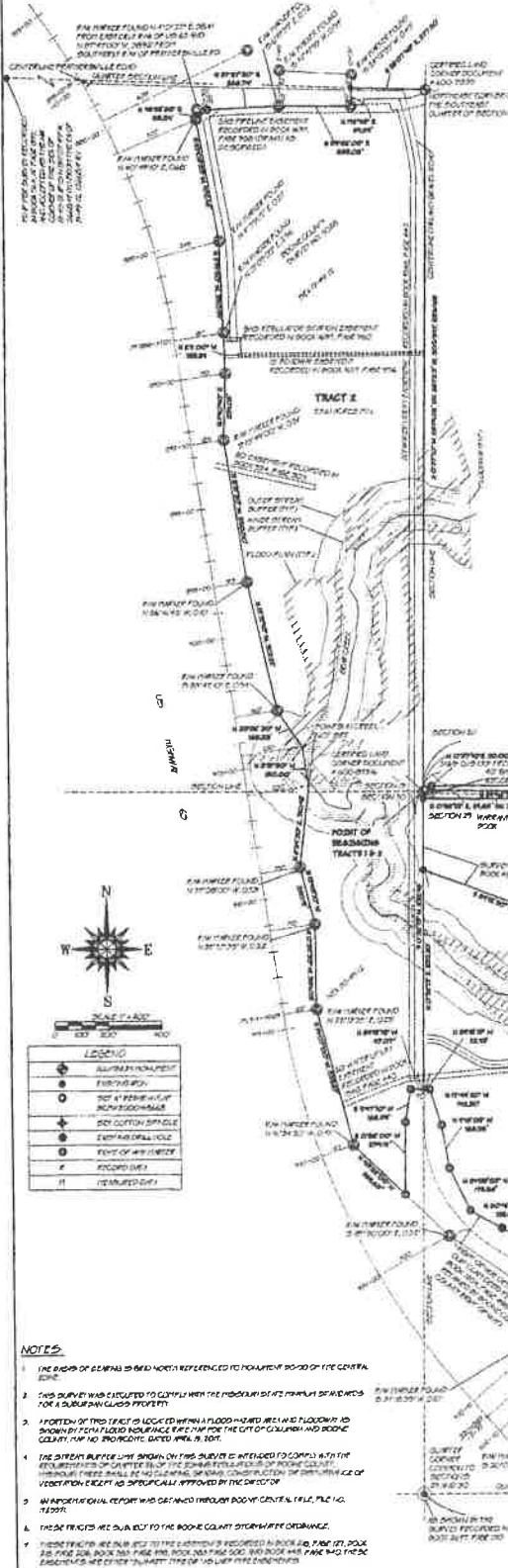
FILED FOR RECORD IN BOONE COUNTY, MISSOURI
NEAR DETAIL RECORD OF DEEDS

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

DEFINITION

THIS SURVEY IS A SURVEY OF THE BOUNDARIES OF THE BOONE COUNTY COMMISSION OF A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, THE SOUTHWEST QUARTER OF SECTION 20, THE NORTHWEST QUARTER OF SECTION 29, AND THE NORTHWEST QUARTER OF SECTION 30, ALL IN TOWNSHIP 49 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI, AS SHOWN BY THE SURVEY RECORDED IN BOOK 200, PAGE 284, AND BOOK 204, PAGE 284, AND A PORTION OF THE SURVEY RECORDED IN BOOK 200, PAGE 284, OF THE BOONE COUNTY RECORDS, AND NEAR NEAR PARTICULARS DESCRIBED AS FOLLOWS:



TRACT I: BEING THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, THE SOUTHWEST QUARTER OF SECTION 20, THE NORTHEAST QUARTER OF SECTION 29, AND THE NORTHWEST QUARTER OF SECTION 30, ALL IN TOWNSHIP 49 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI, AS SHOWN BY THE SURVEY RECORDED IN BOOK 200, PAGE 284, AND BOOK 204, PAGE 284, AND A PORTION OF THE SURVEY RECORDED IN BOOK 200, PAGE 284, OF THE BOONE COUNTY RECORDS, AND NEAR NEAR PARTICULARS DESCRIBED AS FOLLOWS:

TRACT II: BEING THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, THE SOUTHWEST QUARTER OF SECTION 20, THE NORTHEAST QUARTER OF SECTION 29, AND THE NORTHWEST QUARTER OF SECTION 30, ALL IN TOWNSHIP 49 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI, AS SHOWN BY THE SURVEY RECORDED IN BOOK 200, PAGE 284, AND BOOK 204, PAGE 284, AND A PORTION OF THE SURVEY RECORDED IN BOOK 200, PAGE 284, OF THE BOONE COUNTY RECORDS, AND NEAR NEAR PARTICULARS DESCRIBED AS FOLLOWS:

THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE CURRENT HOBOAR OF SURVEYING FOR PROFESSIONAL SURVEYORS

Boone County Surveyor
JANUARY 30th 2018
Surveyor's Office
1814 S. 10th St.
Boone, MO 64601



- #### NOTES
1. THE BOUNDARY OF TRACT I IS REFERENCED TO THE POINT OF BEGINNING OF THE CENTRAL MERIDIAN.
 2. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE CURRENT HOBOAR OF SURVEYING FOR PROFESSIONAL SURVEYORS.
 3. A PORTION OF THIS TRACT IS LOCATED WITHIN A FLOOD HAZARD AREA AND FLOODING IS SHOWN BY FEMA FLOOD INSURANCE RATE MAP FOR THE CITY OF COLLETON AND BOONE COUNTY, MO, DATED APRIL 19, 2011.
 4. THE STREAM SURFACE ELEVATION ON THIS SURVEY IS INTENDED TO CORRELATE WITH THE ELEVATIONS OF THE SURFACE OF THE STREAM AT THE POINT OF BEGINNING OF THE CENTRAL MERIDIAN. THERE SHALL BE NO CLAIMS OF SURFACE ELEVATION OR CORRELATION OF ELEVATION DATA NOT APPROVED BY THE SURVEYOR.
 5. AN APPROPRIATE SOIL REPORT WAS OBTAINED THROUGH PROXY CONTACT FILE #10, FILE NO. 10299.
 6. THESE TRACTS ARE SUBJECT TO THE BOONE COUNTY DISTRICT FIRE ORDINANCE.
 7. THESE TRACTS ARE SUBJECT TO THE EASEMENTS RECORDED IN BOOK 200, PAGE 284, BOOK 204, PAGE 284, AND BOOK 204, PAGE 284, AND A PORTION OF THE SURVEY RECORDED IN BOOK 200, PAGE 284, OF THE BOONE COUNTY RECORDS, AND NEAR NEAR PARTICULARS DESCRIBED AS FOLLOWS:

Boone County Resource Management Department
Engineering Division
201 E. Main Street, Suite 100
Boone, Missouri 64601
Phone: 573-686-4340

APPROVED FOR RECORDING THIS 31st DAY OF JANUARY, 2018.
TERRY W. HALL, CLERK OF RECORDS

Recorded in Boone County, Missouri
Date and Time: 01/30/2018 10:22:18 AM
Survey No.: 181001560 Book: 1852
Page: 175
Boone County, Missouri



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).

PRODUCER Liberty Mutual Insurance Co. Nat'l Ins Northeast 2000 Westwood Dr. Wausau, WI 54401 www.LibertyMutual.com INSURED UNITED PARCEL SERVICE, INC. 55 GLENLAKE PARKWAY, NE ATLANTA GA 30328	CONTACT NAME: PHONE (AG, No, Ext): _____ FAX (AG, No): _____ E-MAIL: _____ ADDRESS: CMeCertProduction@LibertyMutual.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B: LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER C: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: LM Insurance Corporation	33600	INSURER C: Liberty Insurance Corporation	42404	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 49161145** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>		TB2-C21-004175-289	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 3,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			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) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY			AS2-C21-004175-339	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			AS2-C21-092036-219	1/1/2019	1/1/2020	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS			AS2-C21-092036-919	1/1/2019	1/1/2020	BODILY INJURY (Per accident) \$
B	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS5-C21-004335-289	1/1/2019	1/1/2020	PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA5-C2D-092036-119	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY)		Y/N	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	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	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.

CERTIFICATE HOLDER Columbia MO Trailer Staging, Boone County Fairgrounds County of Boone, Missouri C/O Purchasing Department 613 E. Ash Street Columbia MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Karyn Lessard
--	---

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AGENCY CUSTOMER ID: LM_116

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Liberty Mutual Insurance Co. Nat'l Ins Northeast		NAMED INSURED UNITED PARCEL SERVICE, INC. 55 GLENLAKE PARKWAY, NE ATLANTA GA 30328	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

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.

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.

Commission Order # _____

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 1st 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 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 1st 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

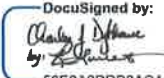
By: 
9902A4E00ED04B0
Brock Bukowsky, Managing Member

By: 
BA4B934CED9E4EB
Daniel K. Atwill, Presiding Comm.

ATTEST:


7D82DA988BF6495
Brianna L. Lennon, County Clerk

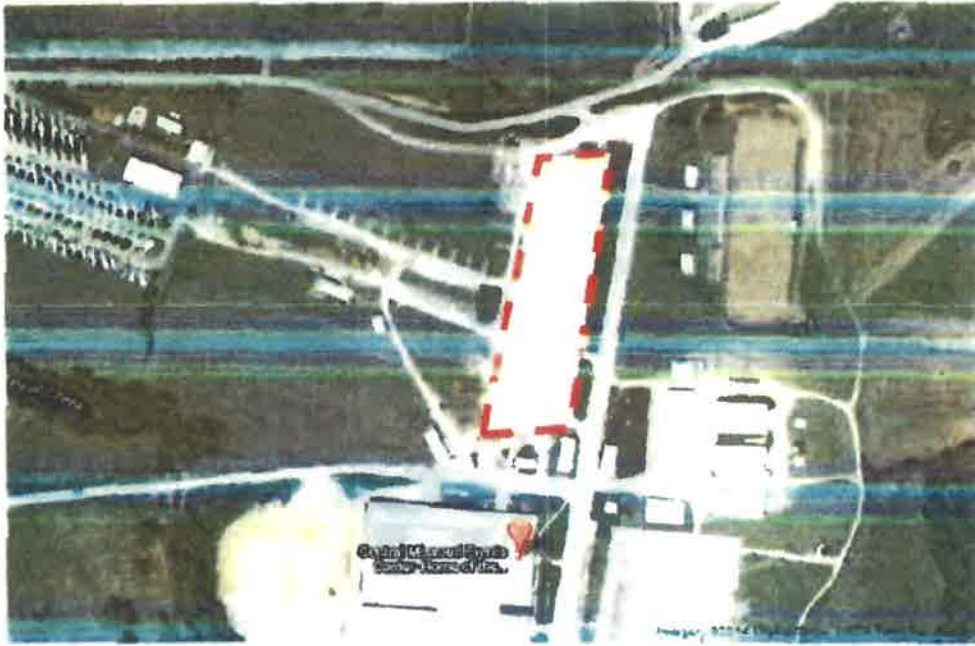
Approved as to Legal Form:


50E0A0BDB0A0445
County Counselor

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


41476E3F1C3470
June E. Pitchford, County Auditor

Boone County Fairgrounds



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

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

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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

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

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

Certificate Holder address:

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

BOONE COUNTY - MISSOURI

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

CLARIFICATION FORM #1

This Clarification is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification must be acknowledged and submitted by e-mail to mboobbitt@boonecountymmo.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 Fax: ext. 3359

Federal Tax ID (or Social Security #): 43-1965151

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

Signature: [Handwritten Signature] Date: 3-19-2019

E-mail: SOVERACE@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

March 14, 2019

Veterans United Home Loans
Attn: Sandy Overacre
1400 Veterans United Drive
Columbia, MO 65203
E-mail: 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

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. 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.

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

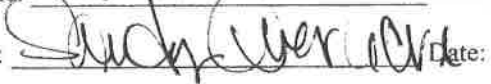
PLEASE COMPLETE AND PLACE IN FRONT OF YOUR RFP RESPONSE

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 B. Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

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

Company Name: Mortgage Research Center dba Veterans United Home Loans

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

Phone Number: (573) 876-2600 Fax Number: _____

E-mail: soveracre@vu.com

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

Authorized Representative Printed Name: Sandy Overacre



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

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	Liberty Area Comm Coll	660-263-4100 x 11252		jof@nacc.edu
4.	MARTHOUSMAN	MMSP	573-484-1551		wilthubrycne.com
5.	Eric Wilson	Veterans United of Mo	573-876-1100		eric.wilson@vu.com
6.	Myke A	MMSP	573-424-7002		keeperbobbyup@gmail.com
7.	Brad Jukes	MMSP	913-268-7163	-	brad@jukeschiropractic.com
8.	C. J. Kraye	Boone County	573-886-4414		
9.	Donny King	Boone County	573-424-1653		
10.	Shant Noel		573-470-1660		Shant1660@yahoo.com
11.	Cody Noel		573-872-5678		Noelantise@bellsouth.com
12.	Mary Lamar		573-429-8363		mlamar@duke.edu
13.	James Pounds		573-567-0072		jpounds@seket.net
14.	Paul Zullo		573-864-1003		205 656 150.com
15.					
16.					
17.					



BOONE COUNTY, MISSOURI

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

ADDENDUM #3 - Issued December 26, 2018

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

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

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

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

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

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

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

By: Melinda Bobbitt
Melinda Bobbitt, 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
Total	\$30,000

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

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

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

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

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

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

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

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

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

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

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

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



Veterans United Home Loans |
veteransunited.com

800-884-5560 (p)
NMLS 1907

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

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

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

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

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

Section E. 6. Public benefit of proposed use

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

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

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

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

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

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

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
June-Sept. 2016	Notes	
	Mowing and land care	\$ 3,200.00
	Mowing	\$ 350.00
Oct. 2016	Notes	
	Mowed fairground fields	\$ 450.00
	Equipment rental	\$ 525.00
	Labor	\$ 2,925.00
Nov. 2016	Notes	
	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
Dec. 2016	Notes	
	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
Jan. 2017	Notes	
	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
Feb. 2017	Notes	
	Labor	\$ 2,127.18
	Initial clean for holiday party	\$ 2,288.00
	Ceiling repair - roof leaks	\$ 1,464.50
	Utilities	\$ 3,554.54
Mar. 2017	Notes	
	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
Total money spent as of April 2017 (updated September 2018 to include utility expenditures)		\$ 191,129.20

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
Sep-17	Notes	
	Utilities	\$ 2,365.23
	Labor	\$ 262.50
	Cleaning	\$ 400.00
Oct-17	Notes	
	Cleaning	\$ 400.00
	Utilities	\$ 2,018.82
Nov-17	Notes	
	Utilities	\$ 1,835.37
	Carpet cleaning	\$ 175.00
	Cleaning	\$ 400.00
Dec-17	Notes	
	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
Jan-18	Notes	
	Cleaning	\$ 848.06
	Utilities	\$ 5,637.62
Feb-18	Notes	
	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
Mar-18	Notes	
	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
Apr-18	Notes	
	Lawncare	\$ 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
Total money spent September 2017 - August 2018 (Note: Utilities for July & August 2018 not included)		\$ 133,653.19



BOONE COUNTY, MISSOURI

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

ADDENDUM #3 - Issued December 26, 2018

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

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


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

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

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

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

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

By: 
Melinda Bobbitt, 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

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 Thorsen	MMSP	573-489-1551		wthorsen@me.iu
5.	Eric Wilson	Veterans United of Boone Co	573-876-2100		eric.wilson@vu.com
6.	Nyke A	MMSP	573-424-7002		keepers.ddyup@gmail.com
7.	Brad Jukes	MMSP	573-268-7163	-	brad@jukes@chtmal.com
8.	C. Pykhay	Boone County	573-886-4414		
9.	Donny	Boone County	573-424-1633		
10.	Shawn Noel		573-470-1660		Shawn1660@yahoo.com
11.	Cody Noel		573-470-5678		Noelsantobas@bellsouth.com
12.	Mary Lamar		573-429-8363		mlamar@dump@emil.com
13.	James Pounds		573-567-0072		jpounds@rocket.com
14.	Paul Zullo		573-964-1003		ZDS@SEMSU.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

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE NUMBER</u>
A. Introduction	2
B. Background	2-3
C. Description of the Facilities/Property	3-4
D. Site Utility Services	4-5
E. Terms, Conditions and Proposed Uses	5-7
F. Special Conditions	7
G. Instructions	7-9
H. Selection of Lessee	9-10
I. Negotiation of Contract	10
J. Appendix	
Appendix A – Cover/Response Page	11
Appendix B – Boone County Insurance Requirements	12-13
Appendix C – Area Data	14-27
Appendix D – Boone County Survey	

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 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@boonecountymo.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

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

Harry S. Truman Veteran's Hospital	Medical Care	1,400
Veterans United Home Loans	Mortgage Lending	1,442
Shelter Insurance Companies	Insurance	1,128
MBS Textbook Exchange	Education/Retail	851
State Farm Insurance Companies	Insurance	850
Columbia College	Education	766
Joe Machens Dealerships	Auto Sales	711
Hubbell Power Systems, Inc.	Manufacturing	580
Kraft Foods	Food Production	550
State of Missouri (excludes MU)	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.

Year	Taxable Sales	\$ Increase	% Increase
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.

Date	Location	# of Acres	\$/Acre	Rail
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.

Certified Sites		
Location	# of Acres	\$/Acre
Heller Road 109		\$21,344
Highway 63 & Discover Parkway	115	\$2.30 (per s.f./lease)
Other Sites Listed		
Location	# of Acres	\$/Acre
North		
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
East		
I-70 Drive SE & Route Z	22	\$196,020
South		
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
MONA PETTEL, 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 12 2018

CERTIFICATION

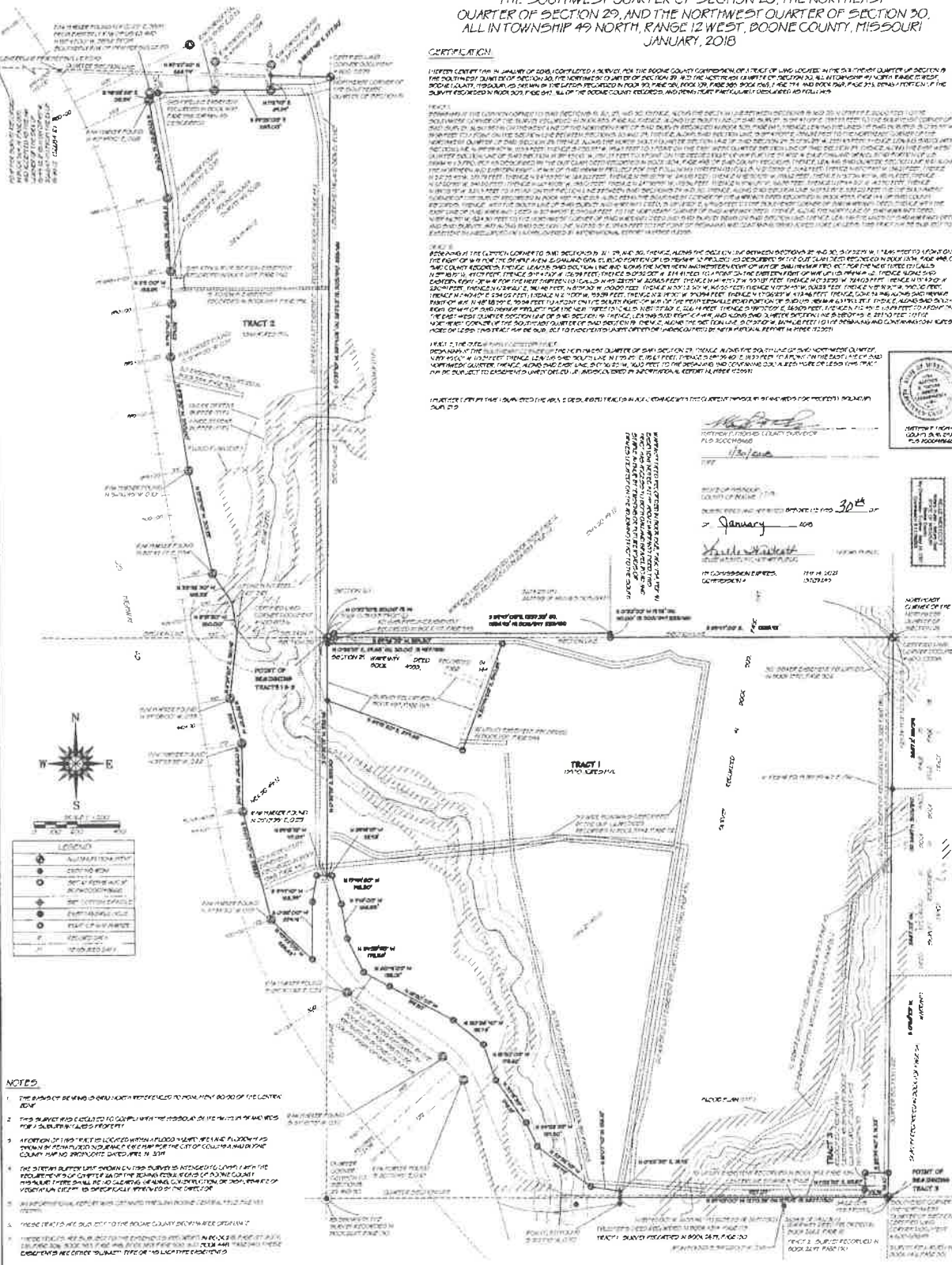
I HEREBY CERTIFY THAT I HAVE PERSONALLY CONDUCTED A SURVEY FOR THE BOONE COUNTY COMMISSION OF A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19, THE SOUTHWEST QUARTER OF SECTION 20, THE NORTHEAST QUARTER OF SECTION 29, AND THE NORTHWEST QUARTER OF SECTION 30, ALL IN TOWNSHIP 49 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI, AS SET FORTH IN THE INSTRUMENT RECORDED IN BOOK 30, PAGE 155, AND BOOK 29, PAGE 135, BOTH OF WHICH SAID INSTRUMENTS BECAME EFFECTIVE ON JANUARY 12, 2018. ALL OF THE BOONE COUNTY RECORDS AND INSTRUMENTS PARTICULARLY REFERENCED IN THIS SURVEY ARE RECORDED IN BOOK 30, PAGE 155, AND BOOK 29, PAGE 135.

THE PROPERTY OF THE COMMISSION TO BE SURVEYED IS A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19, THE SOUTHWEST QUARTER OF SECTION 20, THE NORTHEAST QUARTER OF SECTION 29, AND THE NORTHWEST QUARTER OF SECTION 30, ALL IN TOWNSHIP 49 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI. THE TRACT IS BOUND BY THE SOUTHWEST 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. THE TRACT IS BOUND BY THE SOUTHWEST 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. THE TRACT IS BOUND BY THE SOUTHWEST 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.

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- NOTES**
1. THE SURVEY BEGINS ON THE NORTH END OF THE 1/4 SECTION ROAD OF THE CENTER 1/4.
 2. THIS SURVEY WAS CONDUCTED TO CORRELATE WITH THE RECORDS ON THE MATTER IN RE RECORDS FOR A SUBSEQUENT LANDS PROJECT.
 3. A PORTION OF 180 FEET IS LOCATED WITHIN PLOTTED MAPS WITHIN THE PLANNING AND DESIGN DIVISION OF THE BOONE COUNTY COMMISSION, THE BOONE COUNTY PLANNING AND DESIGN DIVISION, BOONE COUNTY, MISSOURI, DATED APRIL 13, 2017.
 4. THE SURVEY BOUNDARY LINES SHOWN IN THIS SURVEY IS INTENDED TO CORRELATE WITH THE REQUIREMENTS OF CHAPTER 249 OF THE BOONE COUNTY CODE OF BOONE COUNTY, MISSOURI, THERE SHALL BE NO CHANGES OR ALTERATIONS TO THE BOUNDARY LINES OF THIS SURVEY TO BE SPECIFICALLY REFERRED TO IN THE INSTRUMENT.
 5. ALL SURVEY POINTS, BENCHMARKS AND CONTROL POINTS SHALL BE IDENTIFIED BY A NUMBERED IRON NAIL OR AN IRON PIN.
 6. THESE NOTES ARE SUBJECT TO THE BOONE COUNTY COMMISSION'S TERMS AND CONDITIONS.
 7. THESE NOTES ARE SUBJECT TO THE BOONE COUNTY COMMISSION'S TERMS AND CONDITIONS.
 8. THESE NOTES ARE SUBJECT TO THE BOONE COUNTY COMMISSION'S TERMS AND CONDITIONS.

[Signature]
 BOONE COUNTY COMMISSION
 COUNTY CLERK
 12/12/2018

30th
 January 2018

[Signature]
 MISSOURI REGISTERED PROFESSIONAL SURVEYOR
 1111 N. 200th
 ST. LOUIS, MO 63114

Boone County Resource Management Department
 Engineering Division
 301 N. Fourth Street, Suite 1000
 Boone, Missouri 64601-1000

APPROVED FOR RECORDING THIS DAY OF January 12, 2018
 IN THE OFFICE OF THE COUNTY CLERK
 BOONE COUNTY, MISSOURI

Boone County Resource Management Department
 Engineering Division
 301 N. Fourth Street, Suite 1000
 Boone, Missouri 64601-1000

Date and Time: 01/26/2018 - 10:26:16 AM
 Instrument #: 2018001940 Book: 4832 Page: 135
 Recording Fee: 00.00
 # of Pages: 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2019 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).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Continental Insurance Company</td> <td style="text-align: right;">35289</td> </tr> <tr> <td>INSURER B : American Casualty Company of Reading, PA</td> <td style="text-align: right;">20427</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td style="text-align: right;">20443</td> </tr> <tr> <td>INSURER D : Transportation Insurance Company</td> <td style="text-align: right;">20494</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Continental Insurance Company	35289	INSURER B : American Casualty Company of Reading, PA	20427	INSURER C : Continental Casualty Company	20443	INSURER D : Transportation Insurance Company	20494	INSURER E :		INSURER F :	
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INSURER F :															
INSURED 1406149 VETERANS UNITED HOME LOANS 1400 VETERANS UNITED DRIVE COLUMBIA MO 65203															

COVERAGES **CERTIFICATE NUMBER:** 16128629 **REVISION NUMBER:** XXXXXXXX

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	<input checked="" type="checkbox"/> 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"/> NON-OWNED AUTOS ONLY OTHER:	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 <input type="checkbox"/> DED <input type="checkbox"/> 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 yms, 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.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. 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 16128629 County of Boone, Missouri C/O Purchasing Department 613 E. Ash Street Columbia MO 65201	CANCELLATION 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
---	--

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

25th

day of

June

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 Trail Maintenance Agreement between Boone County and the City of Columbia.

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 25th day of June 2020.

ATTEST:

Brianna L. Lennon
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

024234

Permanent Record
Filed in Clerk's Office

Introduced by Treece

First Reading 4-20-20

Second Reading 5-4-20

Ordinance No. 024234

Council Bill No. B 100-20

AN ORDINANCE

authorizing a contract for transfer of real estate with Boone County, Missouri related to the County Fairgrounds Property located east of Highway 63 and Oakland Gravel Road; and fixing the time when this ordinance shall become effective.


BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a contract for transfer of real estate with Boone County, Missouri related to the County Fairgrounds Property located east of Highway 63 and Oakland Gravel Road, subject to certain terms and conditions. The form and content of the contract shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.


SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 4th day of May, 2020.

ATTEST:

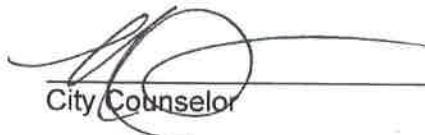


City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

**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 10th day of JUNE, 2020.

Executed by Boone County, Missouri this 25th day of June, 2020.

CITY OF COLUMBIA, MISSOURI

By:


John Glascock, City Manager

ATTEST:


Sheela Amin, City Clerk

APPROVED AS TO FORM:


Nancy Thompson, City Attorney *SV*

BOONE COUNTY, MISSOURI

By:


Daniel K. Atwill, Presiding Commissioner

ATTEST:


Brianna L. Lennon, County Clerk *DKB*

APPROVED AS TO FORM:


C.J. Dykhouse, County Counselor

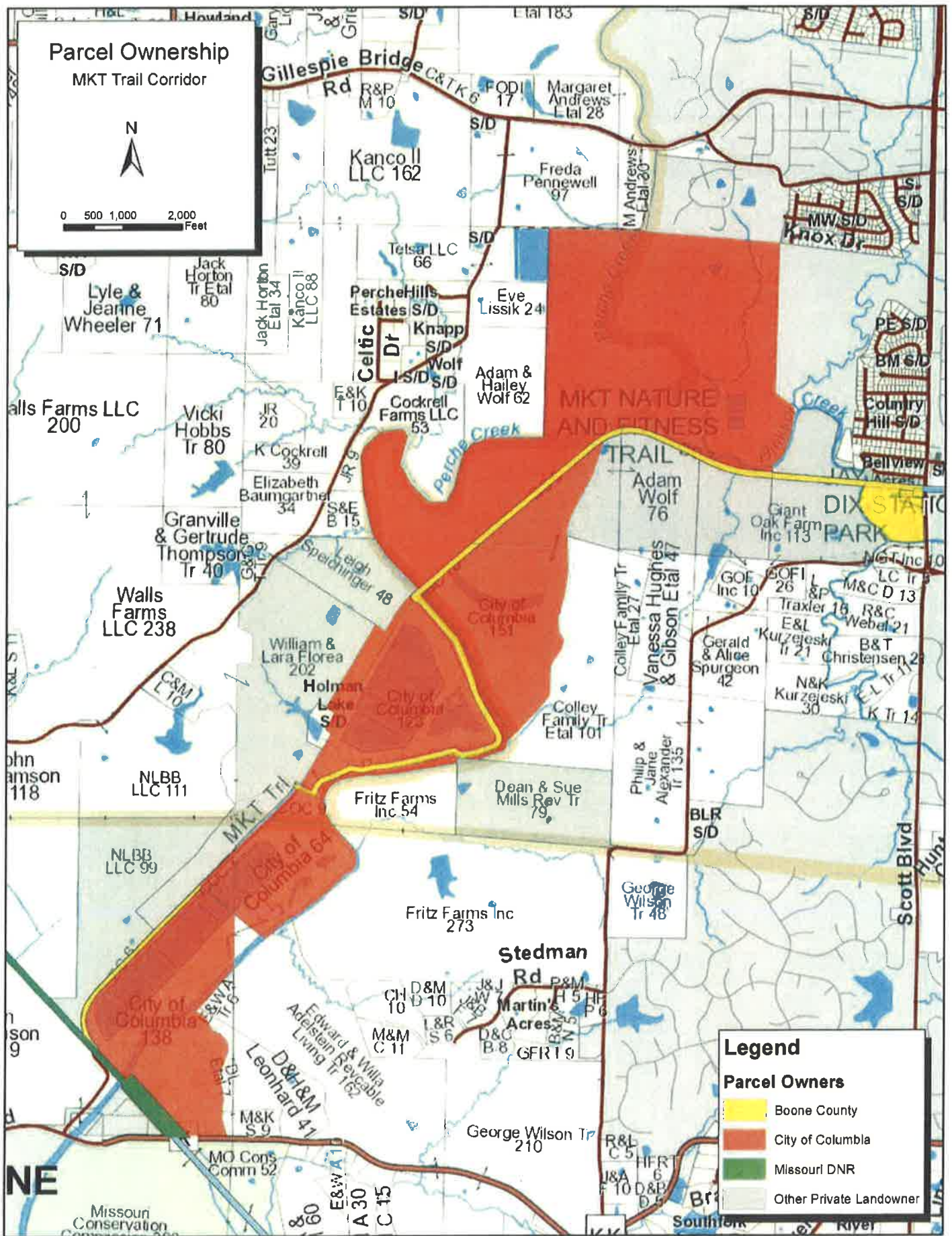
ATTACHMENT:

EXHIBIT A TRAIL DIAGRAM

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