

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 09

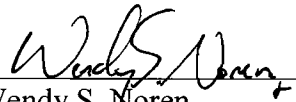
In the County Commission of said county, on the 18th day of June 20 09

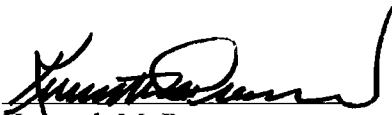
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award the Depository Bid to Landmark Bank.

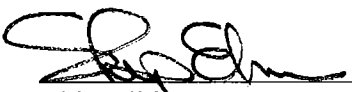
Done this 18th day of June, 2009.

ATTEST:


Wendy S. Moren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

274 - 2009
RECEIVED

AUG 18 2009

DEPOSITORY AGREEMENT

This Agreement made and entered into effective the 1st day of July, 2009 by and between The County of Boone, State of Missouri (hereinafter referred to as "The County" and Landmark Bank of Columbia (hereinafter referred to as "The Bank") hereby witnesseth:

That whereas, in compliance with the provisions of Chapter 110 RSMo., The County on Thursday, June 11, 2009 selected and designated The Bank as the official depository to receive the funds of said County from the 1st day of July, 2009 through the 30th day of June, 2011, and The Bank has accepted said designation and agreed to act as said depository. The parties agree that this contract shall be automatically extended for the period July 1, 2011 through June 30, 2013 unless one or both of the parties provides written notification not later than April 1, 2011 that the contract will not be extended. The Bank shall notify the County Treasurer and County Clerk in writing and the County will provide written notification to The Bank through the officer assigned pursuant to item 4.4 of this agreement.

Now therefore, it is hereby agreed by and between The County and The Bank that the following terms and conditions shall apply:

SECTION 1 – GENERAL PROVISIONS

1. The terms of this agreement are governed by the proposal submitted to the County by the Bank on June 2, 2009 and said Proposal is incorporated into this agreement as EXHIBIT 1 ("The Proposal").

1.1 Provide full service checking accounts with two copies of the monthly bank statement and account analysis reflecting monthly beginning balance, deposits, cleared checks and other activity honored each month (electronic statements are acceptable). One copy shall be provided to the County Treasurer and one copy shall be provided to the County Clerk as required in Chapter 110 RSMo.

1.2 The Bank will serve as clearinghouse for SIXTEEN (16) accounts through which all deposits will be made and all checks drawn.

1.2.1 One (1) of these accounts shall be an investment account where deposits are made but no checks are drawn. ACH debits and credits (including payroll) are drawn on this account. Incoming and outgoing wire transfers are also processed through this account.

1.2.2 SEVEN (7) of these accounts shall be zero balance checking accounts upon which checks will be drawn and money will be automatically transferred on a daily basis from the investment account as checks are presented for clearing.

1.2.3 SEVEN (7) regular checking accounts shall be maintained upon which deposits will be maintained and checks will be drawn.

1.2.4 Two (2) non interest bearing accounts are currently maintained - 1 is held for grant programs and one is the Juvenile Restitution account.

1.2.5 The County shall have the right to increase or decrease the number of accounts during the course of the agreements and payments to the Bank shall be adjusted according to the terms of the Proposal.

1.5 The Bank will serve as both sending and receiving bank on the ACH system and charges shall be limited to the amounts outlined in The Proposal.

SECTION 2 INVESTMENT

.1 All collected funds in the investment account and all collected funds, in the regular checking accounts will be used to purchase United States government (or agency of the United States government) security repurchase agreements for overnight investments.

2.2. The County will maintain a minimum daily collected total balance on all zero balance accounts of -0-. Moneys will be transferred from the Investment Account to the zero balance accounts to cover items presented for payment. All of the County's accounts except for the two designated non-interest bearing accounts shall be maintained as interest-bearing checking accounts. The interest rate paid on the collected funds in the accounts will be forty basis points above the most recent auction rate of the 90 day Treasury Bill with a floor (minimum rate at any time) of seventy five basis points. The higher of the two rates (forty basis points above the most recent auction rate of the 90 day Treasury Bill or seventy five basis points total) will prevail and be paid to all interest bearing accounts. The interest will be calculated on a 365-day basis and credited to the accounts monthly. No reserve requirement will be assessed. The investment account would be tied to the seven (7) zero balance checking accounts as specified and be maintained as an interest-bearing checking account earning this rate of interest. These accounts will be fully collateralized as required by Missouri law in Sections 110.020, 110.010 and 30.270 RSMo. An account analysis will be provided for each account. Said interest will be calculated on a 365-day basis and credited to the accounts monthly. All collected funds in the Investment Account and the collected funds in the regular check accounts except any checking account designated by the County as non-interest bearing, will be paid at this rate. Monthly bank statements shall reflect daily interest earned.

2.2.1 All collected funds in the Investment Account and the collected funds in the regular checking accounts will be paid at the rate specified in 2.2.

2.2.2 Monthly bank statements shall reflect monthly interest earned on these investment purchases.

2.2.4. The County will separately bid out all or part of its excess funds outside the depository agreement that arises from this Request for Proposal. From time to time, the County may desire to purchase government securities through the Bank. Charges for safekeeping services for investments purchased both outside and through the Bank shall be as detailed in the Proposal.

SECTION 3 COLLATERALIZATION AGREEMENT

The County Treasurer will invest funds outside of the depository agreement. The maximum amount at any one time that has to be collateralized by bank for all of the accounts will be \$8,000,000.

The Bank shall collateralize and secure all deposits and investments as required by Missouri law in Sections 110.020, 110.010 and 30.270 RSMo.;

3.1 All security so pledged shall be held by a third party institution. The proposal shall state who will be designated to be the third party institution.

3.2 Safekeeping receipts for pledged collateral and securities shall be delivered to the County Clerk and said collateral and securities shall be released by the third party institution only when authorized by the County through a statement signed by the County Clerk. The County shall designate a backup for signing releases if the County Clerk is not available (currently the Presiding Commissioner of the County Commission).

3.2.1 Authorization for release of pledged collateral shall be in writing (Fax acceptable) with phone confirmation. Verification of replacement securities will be required prior to release.

3.3 The Bank agrees to have the third party holder provide the County Clerk with a monthly listing of security pledged on or before the tenth day of each month. The County currently receives these listings by email.

3.3.1 The monthly listing shall detail the holdings as of the last working day of the immediately preceding month.

3.3.2 The monthly listing shall include the CUSIP number, purchase date, the coupon interest rate, the maturity date, and the par value of each security, the total par value of all securities, the market value of each security and the total market value of all securities.

3.4 The County, through the County Clerk, reserves the right to reject or request replacement of any security pledged and may at any time issue collateralization guidelines.

3.5 A listing of acceptable securities under Missouri law is included in this proposal as EXHIBIT 2.

3.5.1 Custodian shall hold all pledged Securities (including the proceeds therefrom) until such time as Custodian has received from the County Clerk a release of the safekeeping receipt issued to the County Clerk describing the pledged Securities, signed by the County Clerk or the Presiding Commissioner. The execution and return to Custodian of the release safekeeping receipt shall constitute a release of the County's security interest in the pledged Securities (including any proceeds therefrom). Custodian is thereafter authorized to transfer or otherwise deal with the released Securities as directed by the Bank which pledged the released Securities.

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3.4 The County, through the County Clerk, reserves the right to reject or request replacement of any security pledged and may at any time issue collateralization guidelines.

3.5 A listing of acceptable securities under Missouri law is included in this proposal as EXHIBIT 2.

3.5.1 The collateralization agreement must include requirement that any reduction of collateral from pre-payments or payments made for callable bonds that the cash be held in the County's name until released by the County. It is in the interest of the County for the collateral chosen to be least susceptible to calls or pre-payment. This requirement insures that adequate replacement collateral is pledged before the cash is paid to the Bank.

SECTION 4 ACCOUNT SERVICES

4.1 The Bank shall provide regular business teller service and availability of branch facilities for deposits.

4.2. Deposits can be made and shall be considered same day business until 7:00 p.m. unless otherwise detailed in the Proposal.

4.3 . Pre-encoded, pre-printed deposit slips for each account shall be provided at no cost

4.4 Designation of one bank officer for communication and investment purposes

4.5 The County shall provide checks. The bank shall provide any necessary MICR encoding requirements to county's check printing system.

4.6 A CD Rom (or other media accepted by the County) shall be provided monthly with images of all checks cleared and deposit items. Software necessary to view and print any item shall be included with the 4.7 The county shall be able to transfer funds between accounts at no charge.

4.8 The Bank shall provide a method for after hour deposits.

) Funds availability schedules shall be as detailed in the Proposal.

4.9.1 At a minimum, the County is to be given credit on collected funds for all items cleared through the bank on the same day as deposit.

4.9.2 Items deposited that clear at institutions within the same Federal Reserve region shall be considered collected within one business day at a maximum.

4.9.3 Incoming wire transfers shall be credited as collected on the day received regardless of the time of receipt during the day.

4.9.4 Exceptions to the funds availability requirements in 4.9.1 through 4.9.3 shall be separately outlined in the Proposal.

4.10 The County Treasurer shall be the contact and working person by and between the Bank and the County of Boone.

4.11 Any additional accounts established by the County shall be computed under the terms of this contract as long no requirements are established by the county.

4.12 Service charges on all current and future accounts shall be totaled and billed monthly to the County Treasurer. A sample monthly bank statement shall be submitted with the proposal.

SECTION 5 ONLINE BANKING SERVICES

The Bank shall provide electronic banking services via the Internet to the Bank for use in processing wire transfers, stop payments, ACH processing, account transfers, cleared check retrieval and account balance history. Routine account transfers can be set up one time and generated upon request without reentering data.

5.2 The county has the ability to download checks cleared data on demand for use in account balancing.

5.3 Data files are downloaded in a format with the ability to write to a pc network. The file format is currently a comma delimited text file. Also the county is able to upload directly from the county's payroll system to the Bank an ASCII file containing all information need by the Bank for processing for ACH payroll transactions.

5.4 The proposal form contains request for a proposal for electronic banking services which addresses the following:

5.4.1 The Bank shall provide interactive access to all accounts through the Internet that allows account balance inquiry, account transfers, ACH processing, stop payments and wire transfers. Charges for all electronic banking services shall be as detailed in the Proposal.

5.4.3. The Bank shall provide the ability to download files on demand from the Bank's computer to the county network containing check clearing information.

5.4.4 The Bank shall provide for the ability to upload files from the county's computer system containing information necessary for ACH payroll processing.

SECTION 6 OTHER SERVICE:

6.1 Safety Deposit Boxes - Currently have two (2) 5 X 10 for the Probate and Sheriff. The cost, location, size availability of safety deposit boxes shall be as detailed in the Proposal.

6.2 Incoming and outgoing wire transfers initiated over the Internet and charged as detailed in the Proposal.

6.3. Service charges on all current accounts plus any future accounts shall be totaled and billed monthly to the County Treasurer. Bank statements provided monthly with canceled checks sorted numerically and imaged (front side of check). Deposit items and deposit slips shall also be in imaged format..

6.4 In addition to all other charges previously detailed, The County shall pay charges as outlined in the Propose Cost Schedule of Exhibit i of this agreement.

IN WITNESS WHEREOF, this Agreement and the incorporated attached Exhibits has been executed in the name of The County by the Presiding Commissioner of the County Commission, duly authorized pursuant to Commission Order Number 281-2009 and in the name of The Bank by the officer duly authorized by the Board of Directors, all as of the day and year herein first above written.

ATTEST:

COUNTY OF BOONE, MISSOURI



WENDY S. NOREN
CLERK OF THE COUNTY COMMISSION



KEN PEARSON
PRESIDING COMMISSIONER

APPROVED AS TO FORM:




CJ DYKHOUSE
COUNTY COUNSELOR

ATTEST:

LANDMARK BANK



Lisa D. Mattox



Adam Bowley

EXHIBIT I – THE PROPOSAL

PRICING INFORMATION AND TERMS AND CONDITIONS DEPOSITORY AGREEMENT

Exhibit #1



June 2, 2009

Wendy S. Noren
Boone County Clerk
County Government Center
801 E. Walnut RM 236
Columbia, MO 65201

Dear Ms. Noren:

Thank you for the opportunity to submit this proposal for providing depository services for the County of Boone. We are very interested in continuing our business relationship with you by providing quality financial products and electronic banking services to meet your needs now and in the future.

The Proposal Response Form and Proposed Cost Schedule for the County of Boone depository bank services follows this letter. Additional information concerning products or services referenced in the Conditions and Information section of the Request for Proposal are provided in separate sections behind this letter. A cashier's check in the amount of \$810,441.31 is also enclosed as security guarantee for this bid.

As Columbia's only locally owned bank, we are pleased to be able to provide same day processing of your deposits until 7:00 p.m. This availability provides you with additional time to process daily work, knowing that your collected funds will be fully invested that same day. In addition, we will continue to offer our electronic banking system, Internet CFO, which brings accounting, ACH, and payroll functions into one easy-to-use tool right at your desktop, allowing you a convenient way to manage your funds. Our monthly bank statements on CD-ROMS also provide an easy to use format to view your statements and images of checks and deposited items.

We appreciate the opportunity to serve as the County's depository and look forward to continuing this relationship. Please contact me at 441-2872 if you have any questions concerning our bid.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Schwarz', written over a horizontal line.

Tom Schwarz
Sales Manager

AVAILABILITY SCHEDULE

Landmark Bank is the only bank in Columbia that offers same day credit for deposits made anytime during the business day. Our “all day” business day is not only more convenient for you, but it also saves you money by crediting deposits sooner.

Deposit services are available to you until 7:00 p.m. Since all funds will be credited to your accounts if received by 7:00 p.m., the County of Boone will incur no loss of investment income. In reference to the Loss of Investment Income criteria discussed in the Request for Proposal, Landmark Bank feels that our cut off time is a crucial factor for the County of Boone.

Our availability of funds schedule is as follows:

- All items drawn on Landmark Bank will receive same day (zero day) availability.
- All items drawn on other county institutions receive next day availability. Other items receiving next day availability include:
 - Postal Money Orders
 - Treasury Checks
 - Travelers Checks
 - Checks drawn off of banks with the first four digits of the routing number within the following list:

0530 0531 0532 0539 0610 0611 0612 0613 0620 0621 0622 0630 0631
0632 0640 0641 0642 0650 0651 0652 0653 0654 0655 0660 0670 0810
0812 0815 0819 0820 0829 0840 0841 0842 0843 0865 1010 1011 1012
1019 1030 1031 1039 1110 1111 1113 1119 1120 1122 1123 1130 1131
1140 1149 1163 2530 2531 2532 2539 2610 2611 2612 2613 2620 2621
2622 2630 2631 2632 2640 2641 2642 2650 2651 2652 2653 2654 2655
2660 2670 2810 2812 2815 2819 2820 2829 2840 2841 2842 2843 2865
3010 3011 3012 3019 3030 3031 3039 3110 3111 3113 3119 3120 3122
3123 3130 3131 3140 3149 3163

- Other checks will receive two-day availability, following the Federal Reserve availability schedule.

**PROPOSAL RESPONSE FORM
DEPOSITORY SERVICES 2009 THROUGH 2011**

**COMPLETE AND RETURN 2 COPIES OF EACH PROPOSAL IN THE ENCLOSED
ENVELOPE**

I. Complete the attached PROPOSED COST SCHEDULE, Including Internet Banking setup charges, on-line charges, monthly charges, per transaction costs that are in addition to or in lieu of traditional costs.

The Proposed Cost Schedule is included at the end of the Proposal Response Form.

II. Detail costs, procedures and deadlines associated with ACH payroll processing. Give computed ACH costs for one bi-weekly payroll with 400 participants. Detail deadlines for Friday morning account crediting.

Landmark Bank's Internet CFO product will be utilized to process your ACH payroll files electronically. A suite of Cash Management online services is available through Internet CFO that includes the ability to send NACHA ready files securely to the Bank. A second option within Internet CFO allows for the manual input of net payroll amounts for each employee to create a NACHA-ready file. Employee payroll information can be set up one time and generated without reentering data. The system will also allow your employees to direct their payroll funds to two different bank accounts if they choose. New employees can easily be added in just a few quick steps.

In conjunction with your payroll processing via ACH, our electronic banking system also allows for electronic remittance of federal tax payments to the Internal Revenue Service. Fees will be assessed for each tax payment initiated at a rate of \$2.00 per file.

We will establish a Boone County employee as the system administrator within Internet CFO who will have full access to all the accounts and the Bank assigned Cash Management functions. This person will be responsible for assigning other users access to your bank accounts and also the appropriate Cash Management functions. The assigned user will submit the payroll files and tax payments to us through the Cash Management functions within Internet CFO.

Costs associated with submitting ACH files to us are as follows:

- a. ACH File Submitted to Landmark Bank = \$0.00 per file (the ACH file fee of \$2.00 will be waived)
- b. ACH Transactions included in each file = \$0.10 per item

Following are computed ACH costs for one bi-weekly payroll with 400 participants:

- a. Per file charge @ \$0.00 = \$0.00
- b. Per transaction charge @ .10 = \$40.00
- c. Total cost = \$40.00

All payroll files, tax payments and other ACH items must be submitted to Landmark Bank by 3 p.m. on the business day before the ACH items are effective. Receiving institutions are required to make credit entries available to the Receiver for withdrawal or cash withdrawal no later than the Settlement Date of the entry. The Bank makes all credit entries available to our customers no later than 9 a.m. on the settlement date.

III. Please state proposal for interest calculation as outlined in SECTION 2 of CONDITIONS. Interest rate paid on the accounts that are used to purchase United States Government (or agency of the United States Government) security repurchase agreements shall be stated as a specified number of basis points above or below the 90 day Treasury Bill weekly auction sale each Tuesday as listed in the Wall Street Journal Key Interest Rates listing.

As an alternative to the purchase of United States Government security repurchase agreements, Landmark Bank proposes all of the County's accounts except for the two designated non-interest bearing accounts be maintained as interest-bearing checking accounts. The interest rate paid on the collected funds in the accounts will be **forty basis points above the most recent auction rate of the 90 day Treasury Bill with a floor (minimum rate at any time) of seventy five basis points. The higher of the two rates (forty basis points above the most recent auction rate of the 90 day Treasury Bill or seventy five basis points total) will prevail and be paid to all interest bearing accounts.** The interest will be calculated on a 365-day basis and credited to the accounts monthly. No reserve requirement will be assessed. The investment account would be tied to the seven (7) zero balance checking accounts as specified and be maintained as an interest-bearing checking account earning this rate of interest. These accounts will be fully collateralized as required by Missouri law in Sections 110.020, 110.010 and 30.270 RSMo. An account analysis will be provided for each account. The County of Boone will gain more earnings on invested funds using this method as no reserve requirement is assessed and the amount of reporting and record-keeping associated with repurchase agreements is reduced.

Per Section 2.2.4 of the Request For Proposal For Depository of County Funds, Conditions and Information, the County may purchase government securities and hold these securities in safekeeping through Landmark Bank at the Federal Reserve Bank. The securities will be held in the name of the County. The charge for safekeeping is \$35 per security purchased.

Additional information regarding the investment of excess funds outside of the depository agreed rate can be found in the CDARS tab of this proposal.

IV. Please submit proposal for compliance with collateralization requirements specified.

Landmark Bank will provide collateral for all deposits held by the Bank as required by Missouri Law in Sections 110.020, 110.010, and 30.27RSMo. All pledged securities will be held by a third party institution, with safekeeping receipts and a monthly listing of securities pledged provided to the County. All pledged securities will be held at the Federal Reserve. The monthly listing of securities can be e-mailed to the County Clerk on or before the tenth day of each month and will include the purchase date, the coupon interest rate, the maturity date, the par value of each security, the total par value of all securities, the market value of each security and the total market value of all securities. The monthly listing will detail the holdings as of the last working day of the preceding month.

Authorization for release of pledged collateral will be in writing (fax acceptable) with phone confirmation. Release of pledged securities will be authorized by the County through a statement signed by the County Clerk or the designated backup if the County Clerk is not available. Verification of replacement securities will be provided to the County prior to release. The Bank understands that the maximum amount required to be collateralized under all of the accounts will be \$8,000,000 per Section 3 of the Request For Proposal For Depository of County Funds, Conditions and Information. Additional collateralization would be available to the County at a negotiated rate with the Bank if needed.

The County has on rare occasions experienced unavoidable cash overdrafts. These are generally for one day unless a weekend or holiday is involved. The bank agrees to cover these cash overdrafts and the County agrees to pay the bank a rate of interest equal to the amount proposal in this section for the investment accounts.

The Bank agrees to cover cash overdrafts that may occur on rare occasions, charging the County of Boone a rate of interest equal to the amount bid in Section III for the investment accounts.

V. ON-LINE ELECTRONIC BANKING SERVICES

- 1. The depository's ability to provide interactive access through the Internet that allows account balance inquiry, account history, account transfers, ACH processing, stop payments and wire transfers. .***

Landmark Bank's Internet CFO product is a versatile web-based system that will allow the County to perform a wide variety of functions. This includes a suite of Cash Management functions which includes balance inquiries, account transfers (single or recurring), ACH processing (submitting payroll files and tax payments), stop payments, wire transfers, exporting account information and the ability to view the text pages of your bank statement.

This system also allows us to appoint one of the County's employees as the Administrator of the Internet CFO system and the Bank can set up multiple User IDs at the County's request. The Administrator has full access to all the accounts and is responsible for granting rights to each individual user. This enables the County to have more control over who has access to each account and the appropriate Cash Management functions.

Landmark Bank will not charge a setup fee or online charges for acquiring access to our Internet CFO product. All you need is Internet Access provided by an ISP (Internet Service Provider). Pricing for Internet CFO is \$25 per month for access to all the County's accounts. Additional charges for using the Cash Management features are detailed in the Proposed Cost Schedule.

- 2. Detail whether memo post information is available and whether entered data is accepted immediately or batch processed by the depository at a later time. Detail how much history is available (i.e. current month, prior month, 6 month, year etc.) and whether or not query processing is available for specified date ranges. Detail the availability of viewing and retrieving depository receipts items.***

Internet CFO provides you with balances that are updated on a daily basis. Throughout the business day, our system memo posts transactions so you have up-to-date details of all items posting to your checking accounts. Items that are memo posted include all transactions done at our teller line, incoming and outgoing ACH transactions, wire transfers and any transfers performed on the Internet Banking system. Memo posted items are immediately reflected in the available balance.

All scheduled transfers for a future date and ACH items originated through the Cash Manager menu within Internet CFO are batch processed. You may cancel these items up until 3 p.m. on the business date prior to the effective date of the transaction. Real time transfers entered for the current day are accepted immediately and cannot be canceled.

Internet CFO retains 180 days worth of history on an account. You can view all 180 days at once or you can select specific date ranges to view. Searches can also be performed by a specific check number or dollar amount or by a range of check numbers or dollar amounts. The County can also view and print check images up to 180 days free of charge. Images of deposit slips/receipts will be available to the County for the same 180 day period of time free of charge.

- 3. The depository's ability to download files on demand from the depository computer to the county network containing check clearing information. Include record format of downloaded files. Detail any costs associated with this service and costs above monthly account access charges.**

The County can download all their account history on demand from our Internet CFO product. You can download any date range within the 180 days worth of history that our system is housing at a given time. This information can be downloaded to Quicken, Quickbooks, Microsoft Money or in an ASCII comma-delimited format. There is no cost to download this information beyond the monthly service fee noted in Section V. 1. above.

- 4. Detail whether downloaded files will contain current information, prior day transactions, or weekly/monthly batch information. If downloading files directly is not available, detail proposed alternatives (i.e. magnetic tape or diskette transfer) and charges associated with the alternative. Approximately 50,000 items will be downloaded during the course of the agreement.**

Files that are downloaded will contain prior day transactions and up to 180 calendar days worth of history from the current business date. You can specify any date range within this period when downloading your history from Internet CFO. There is no limit as to the number of items capable of being downloaded.

- 5. The depository's ability to upload ASCII files containing information necessary for ACH debit processing. Include record format required for file acceptance and all costs associated with file transfer for ACH processing. Detail any costs that are in addition to or in lieu of costs quoted in Part A of this proposal for ACH debit transactions.**

Internet CFO allows you to upload any ASCII file to the Bank. This ability is located within the Cash Manager menu features and is a secure connection between you and Landmark Bank to transmit files. ACH files submitted to Landmark Bank through the Cash Manager menu functions should be in the ACH file format specified by NACHA. Specific requirements unique to the Bank are as follows:

- a. Immediate Destination = 081500862
- b. Immediate Origin = 1 (followed by your TIN) e.g., 1434343434
- c. Immediate Destination Name = Landmark Bank
- d. Immediate Origin Name = County of Boone

There are no additional costs in addition to or in lieu of costs quoted in Part II of the Proposal Response Form.

- 6. Provide a minimum of two references of current users of your electronic banking services proposed.**

- Columbia Public School District, Linda Quinley, Director of Business Services, at 214-3703
- Daniel Boone Regional Library, Jim Smith, Business Manager, 817-7012

V. FINANCIAL STABILITY - Provide the financial data required under MINIMUM REQUIREMENTS - Section 7.4 and 7.5 of Terms and Conditions.

Audited financial statements from Williams-Keepers for 2007 and 2008 are attached to this proposal. A copy of the last four quarterly call reports is also attached.

VI. FUNDS AVAILABILITY SCHEDULE - Include a copy of your funds availability schedule

The Funds Availability Schedule is provided in the Funds Availability tab within this proposal.

VII. INCLUDE A SAMPLE COPY OF YOUR BANK STATEMENT

A sample copy of our Bank Statement for your present account is provided in the Sample Statements tab of this proposal. Statements may be mailed to the County or provided on CD-ROM as detailed in Section VIII.

VIII. INCLUDE A CD-ROM (or other approved format) WITH SAMPLE IMAGES OF CLEARED CHECKS, DEPOSIT ITEMS

Landmark Bank can provide your monthly bank statements on a CD-ROM. This service will expedite research, reconciliation, and reporting. It provides instantaneous access to item images and is a permanent storage source. CD-ROMS will contain statement text, images of the front and back of each check and deposited items, and the images associated with each deposit. This service does not require end-user software as the software is built into each CD you receive. A CD-ROM of your most recent statements with sample images of cleared checks and deposited items can be provided upon request.

IX. DETAILED LISTING OF ANY EXCEPTIONS TO TERMS AND CONDITIONS

There are no exceptions to the terms and conditions as outlined in the Request For Proposal For Depository of County Funds, Conditions and Information.

X. PROVIDE A LISTING OF BUSINESS TELLER SERVICE LOCATIONS AND HOURS

Teller services are available at our nine Columbia locations during normal business hours in the lobby. In addition, six of our branches offer drive-thru teller services with a dedicated commercial lane until 6:00 p.m. daily and two of our locations, Stadium and Ash & Stephens Park, offer drive-thru teller service until 7:00 p.m. All of our locations accept deposits until closing and credit our customers' accounts that evening which allows you to make deposits late and still receive same day credit! Lastly, our downtown location at the corner of 8th Street and Broadway provides a separate, private commercial teller window for business customers to make their deposits secluded from customers in the lobby. Attached in this proposal, please find Landmark Bank's locations and hours which specify availability of teller services.

XI. BASED ON THE CONDITIONS AND INFORMATION CONTAINED IN THE EXHIBITS COMPUTE THE FOLLOWING BASED ON YOUR PROPOSAL

A. INTEREST INCOME ON ALL ACCOUNTS FOR DECEMBER 2008

B. BILLED CHARGES FOR ALL ACCOUNTS CHARGES AS DETAILED IN EXHIBITS I FOR DECEMBER 2008

Interest income and billed charges calculations are presented within the December 2008 Computations tab within this proposal.

XII. INCLUDE A CERTIFIED CHECK IN THE AMOUNT OF \$810,441.31 MADE OUT TO "COUNTY OF BOONE" AS SECURITY TO PROVIDING COLLATERAL.

A Cashier's Check in the amount of \$810,441.31 is enclosed as security to providing collateral for this proposal.

XII. PROVIDE TWO (2) SEALED COPIES OF YOUR PROPOSAL. PLACE THE ENCLOSED LABEL ON THE OUTSIDE OF YOUR SEALED PACKET. DELIVER TO THE COUNTY CLERK NOT LATER THAN 9:00 A.M. ON TUESDAY, JUNE 2, 2009.

Two copies of this proposal are provided in a sealed envelope to the County Clerk.

BANKING INSTITUTION

LANDMARK BANK

ADDRESS

*P.O. BOX 1867
COLUMBIA, MO 65205*

PHONE NUMBER

(573) 499-7333

LOCATION OF SERVICES

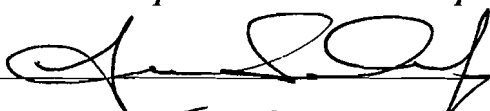
COLUMBIA, MISSOURI

*NAME AND POSITION OF
OF PRIMARY CONTACT PERSON*

TOM SCHWARZ, SALES MANAGER

The bidder declares that he/she has examined the invitation, conditions and information presented along with this proposal form and will provide the services requested as set forth.

SIGNATURE



NAME

TOM SCHWARZ

TITLE

SALES MANAGER

DATE SIGNED 5.28.09

PROPOSED COST SCHEDULE

ITEM	PROPOSED COST	VOLUME
DEPOSIT ITEMS	\$.06 per item	PER ATTACHED EXHIBIT 1
CHECKS PAID	\$.10 per item	PER ATTACHED EXHIBIT 1
RETURNED CHECKS	\$24 per item	PER ATTACHED EXHIBIT 1
ACCOUNT TRANSFERS	No Charge	1200
STOP PAYMENTS	\$24.00	PER ATTACHED EXHIBIT 1
ACH TRANSACTIONS		
INCOMING	\$.10 per ACH Debit/Direct Payment	Per Attached Exhibit 1
OUTGOING DIRECT DEPOSIT	\$0.00 per file \$.10 per item within file	20800
WIRE TRANSFERS		
INCOMING	\$5.00 per wire	PER ATTACHED EXHIBIT 1
OUTGOING	\$15.00 per wire	PER ATTACHED EXHIBIT 1
ACCOUNT MAINTENANCE	\$5.00 per account	16 PER MONTH
MONTHLY BANK STATEMENTS with ACCOUNT ANALYSIS	\$3.00 per account	16 PER MONTH
SECURITY SAFEKEEPING	\$35.00 per security purchased	60
SAFE DEPOSIT BOX -LIST SIZE AND LOCATION WITH PRICING	3x5 – Downtown \$15 5x5 – Downtown \$25 3x10 – Downtown \$30 5x10 – Downtown \$45 7x10 – Downtown \$75 5x15 – Downtown \$75 10x10 – Downtown \$100 10x15 – Downtown \$110 12x16 – Downtown \$115 10x20 – Downtown \$150 16x16 – Downtown \$160 15x20 – Downtown \$175 16x32 – Downtown \$300 15x40 – Downtown \$330	2

OTHER FEES OUTLINED BELOW

ITEM	PROPOSED COST
DEPOSITED CHECKS RETURNED	\$3 per item
RECLEARED DEPOSITED ITEMS	\$1 per item
ACH RETURN ITEMS	.75 per item
ACH FILE REVERSALS	\$0 per file .10 per item within file
ACH ITEM REVERSAL	\$2.50 per item
IMAGE COPIES OF CHECKS	No Charge via Internet CFO, otherwise \$1.00 per copy
RESEARCH & RECONCILING	\$20 per hour; \$20 minimum
SPECIAL STATEMENT	\$3 per statement
STATEMENTS ON CD	No Charge
MONTHLY INTERNET BANKING FEE	\$25

EXHIBIT 2 – COLLATERAL AUTHORIZED UNDER MISSOURI LAW

curity for safekeeping of state funds.

30.270. 1. For the security of the moneys deposited by the state treasurer pursuant to the provisions of this chapter, the state treasurer shall, from time to time, submit a list of acceptable securities to be approved by the governor and state auditor if satisfactory to them, and the state treasurer shall require of the selected and approved banks or financial institutions as security for the safekeeping and payment of deposits, securities from the list provided for in this section, which list shall include only securities of the following kind and character, unless it is determined by the state treasurer that the use of such securities as collateral may place state public funds at undue risk:

- (1) Bonds or other obligations of the United States;
- (2) Bonds or other obligations of the state of Missouri including revenue bonds issued by state agencies or by state authorities created by legislative enactment;
- (3) Bonds of any city in this state having a population of not less than two thousand;
- (4) Bonds of any county in this state;
- (5) Approved registered bonds of any school district situated in this state;
- (6) Approved registered bonds of any special road district in this state;
- (7) State bonds of any state;
- (8) Notes, bonds, debentures or other similar obligations issued by the farm credit banks or agricultural credit banks or any other obligations issued pursuant to the provisions of an act of the Congress of the United States known as the Farm Credit Act of 1971, and acts amendatory thereto;
- (9) Bonds of the federal home loan banks;
- (10) Any bonds or other obligations guaranteed as to payment of principal and interest by the government of the United States or any agency or instrumentality thereof;
- (11) Bonds of any political subdivision established pursuant to the provisions of section 30, article VI of the Constitution of Missouri;
- (12) Tax anticipation notes issued by any county of the first classification;
- (13) A surety bond issued by an insurance company licensed pursuant to the laws of the state of Missouri whose claims-paying ability is rated in the highest category by at least one nationally recognized statistical rating agency. The face amount of such surety bond shall be at least equal to the portion of the deposit to be secured by the surety bond;
- (14) An irrevocable standby letter of credit issued by a Federal Home Loan Bank possessing the highest rating issued by at least one nationally recognized statistical rating agency;
- (15) Out-of-state municipal bonds, provided such bonds are rated in the highest category by at least one nationally recognized statistical rating agency;

(16) (a) Mortgage securities that are individual loans that include negotiable promissory notes and the first lien deeds of trust securing payment of such notes on one to four family real estate, on commercial real estate, or on farm real estate located in Missouri or states adjacent to Missouri, provided such loans:

- a. Are underwritten to conform to standards established by the state treasurer, which are substantially similar to standards established by the Federal Home Loan Bank of Des Moines, Iowa, and any of its successors in interest that provide funding for financial institutions in Missouri;
- b. Are offered by a financial institution in which a senior executive officer certifies under penalty of perjury that such loans are compliant with the requirements of the Federal Home Loan Bank of Des Moines, Iowa, when such loans are pledged by such bank;
- c. Are offered by a financial institution that is well capitalized; and
- d. Are not construction loans, are not more than ninety days delinquent, have not been classified as substandard, doubtful, or subject to loss, are one hundred percent owned by the financial institution, are otherwise unencumbered and are not being temporarily warehoused in the financial institution for sale to a third party.

Any disqualified mortgage securities shall be removed as collateral within ninety days of disqualification or the state treasurer may disqualify such collateral as collateral for state funds;

(b) The state treasurer may promulgate regulations and provide such other forms or agreements to ensure the state maintains a first priority position on the deeds of trust and otherwise protect and preserve state funds. Any rule or portion of a rule, as that term is defined in section 536.010, RSMo, that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536, RSMo, and, if applicable, section 536.028, RSMo. This section and chapter 536, RSMo, are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536, RSMo, to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2005, shall be invalid and void;

(c) A status report on all such mortgage securities shall be provided to the state treasurer on a calendar monthly basis in the manner and format prescribed by the state treasurer by the financial institutions pledging such mortgage securities and also shall certify their compliance with subsection 2 for such mortgage securities;

(d) In the alternative to paragraph (a) of this subdivision, a financial institution may provide a blanket lien on all loans secured by one to four family real estate, all loans secured by commercial real estate, all loans secured by farm real estate, or any combination of these categories, provided the financial institution secures such blanket liens with real estate located in Missouri and states adjacent to Missouri and otherwise complies with paragraphs (b) and (c) of this subdivision;

(e) The provisions of paragraphs (a) to (d) of this subdivision are not authorized for any Missouri political subdivision, notwithstanding the provisions of chapter 110, RSMo, to the contrary;

(f) As used in this subdivision, the term "unencumbered" shall mean mortgage securities pledged for state funds as provided in subsection 1 of this section, and not subject to any other express claims by any third parties, including but not limited to a blanket lien on the bank assets by the Federal Home Loan Bank, a depository arrangement when securities are loaned and repurchased daily or otherwise, or the depository has pledged its stock and assets for a loan to purchase another depository or otherwise; and

(g) As used in this subdivision, the term "well capitalized" shall mean a banking institution that according to its most recent report of condition and income or thrift financial report, publicly available as applicable, qualifies

as well capitalized under the uniform capital requirements established by the federal banking regulators or as determined by state banking regulators under substantially similar requirements;

(1) Any investment that the state treasurer may invest in as provided in article IV, section 15 of the Missouri Constitution, and subject to the state treasurer's written investment policy in section 30.260, that is not otherwise provided for in this section, provided the banking institution or eligible lending institution as defined in subdivision (7) of section 30.750 is well capitalized, as defined in subdivision (16) of this subsection. The provisions of this subdivision are not authorized for political subdivisions, notwithstanding the provisions of chapter 110, RSMo, to the contrary.

2. Securities deposited shall be in an amount valued at market equal at least to one hundred percent of the aggregate amount on time deposit as well as on demand deposit with the particular financial institution less the amount, if any, which is insured either by the Federal Deposit Insurance Corporation or by the National Credit Unions Share Insurance Fund. Furthermore, for a well-capitalized banking institution, securities authorized in this section that are:

(1) Mortgage securities on loans secured on one to four family real estate appraised to reflect the market value at the time of the loan and deposited as collateral shall not exceed one hundred twenty-five percent of the aggregate amount of time deposits and demand deposits;

(2) Mortgage securities on loans secured on commercial real estate or on farm real estate appraised to reflect the market value at the time of the loan and deposited as collateral shall not exceed the collateral requirements of the Federal Home Loan Bank of Des Moines, Iowa;

(3) Other securities valued at market and deposited as collateral shall not exceed one hundred five percent of the aggregate amount of time deposits and demand deposits; and

(4) Securities that are surety bonds and letters of credit authorized as collateral need only collateralize one hundred percent of the aggregate amount of time deposits and demand deposits.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 09

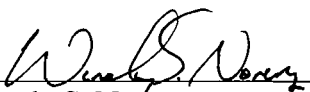
In the County Commission of said county, on the 18th day of June 20 09

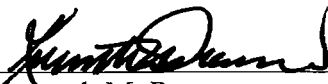
the following, among other proceedings, were had, viz:

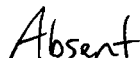
Now on this day the County Commission of the County of Boone does hereby approve the Tax Collection Agreements with the City of Rocheport and the Town of Harrisburg. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreements.

Done this 18th day of June, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

TAX COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 4 day of May, 2009, by and between the City of Rocheport, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Wendy S. Noren, Boone County Clerk, hereinafter called the "Clerk", and Patricia S. Lensmeyer, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the City and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and Sections 50.332 & 70.220, RSMo., to enter into certain cooperative agreements for collection of property taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the City for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I

The County by and through the County Assessor agrees to perform the assessment function of determining the fair market value and true assessed value of all real and personal property located within the City boundaries.

II

The County by and through the County Clerk agrees to create, on behalf of the City, tax billing amounts relating to all real and personal property located within the City boundaries. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the City, and shall include property taxes relating to the City of Rocheport, Missouri.

III

The County, by and through the County Collector, hereby agrees to bill and collect, on behalf of the City, all monies due and owing the City for taxable property within the boundaries of the City *except* monies due and owing the City that relate to Special Assessments.

IV

The County agrees that the City shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the City taxes accumulated under the tax collection and processing system.

V

The Collector agrees to remit to the City, the receipts due the City at the same time the Collector remits other receipts similarly collected on behalf of other cities within the County; provided, however, that there shall be a remittance to the City at least once per month at which time the Collector shall provide a Statement of Monthly Collections Report.

VI

The City shall fix its ad valorem property tax rates, as provided in section 67.110 RSMo, not later than September first for entry in the tax books. If the City should fail to comply with Section 67.110 RSMo, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year and the Collector will neither bill nor collect City taxes for that year either current or delinquent. However, the Collector will continue to collect and disburse prior year taxes under this agreement. A new agreement will have to be entered into by all parties to resume collecting current taxes.

VII

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest and fees. Such collection of taxes, penalties, interest and fees shall be conducted in accordance with applicable law(s). The City shall provide to the County Clerk and County Collector all City Ordinances relating to penalties and interest on delinquent taxes at the time of execution of this Contract and to provide the County Clerk with any changes to such City Ordinances or any new City Ordinances related to the same by September 1 of the tax year in which such changes shall take effect. The collection of late charges by the Collector, however, is conditioned upon such charges being consistent with other taxing entities.

VIII

The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the City as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by Section 137.720.1 and Section 137.750, RSMo, the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the City to fund the costs and expenses incurred in assessing real and personal property. As further required by Section 137.720.2 and Section 137.750, RSMo, and subject to the provisions of subsections 5 and 6 of Section 137.750, RSMo, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the City, provided that for each calendar year, if the total amount of ad valorem property taxes, so further withheld by the Collector from the political subdivisions in Boone County, Missouri under Section 137.720.2 RSMo shall exceed One Hundred Thousand Dollars (\$100,000.00) for sums collected through June 30, 2009, or One Hundred Twenty Five Thousand Dollars (\$125,000.00) for amounts collected July 1, 2009 and thereafter, the Collector shall pay to the City once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the City and other political subdivisions in excess of the aforementioned statutory limits. All sums withheld by the Collector, as required by Section 137.720 and Section 137.750, RSMo, shall be deposited by the Collector in the Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the City the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the City a written itemization showing the balance remitted for each separate property tax. If the General Assembly changes the percentages or caps set out in this paragraph, then the Collector shall collect those amounts authorized by the General Assembly and shall notify City of such changes in writing; thereafter, this Agreement shall be considered amended so as to reflect the new amounts authorized by statute.

IX

The City further agrees that the 7% penalty authorized by state statute for delinquent taxes shall be retained by the County and distributed as provided in Section 52.290, RSMo.

X

The City further agrees that all fees of conducting any tax sale pursuant to Chapter 140 of the Revised Statutes of Missouri shall be retained by the County.

XI

The City further agrees that the County shall be authorized to compromise and abate taxes owed to the City in the same manner as it authorized by the Revised Statutes of Missouri to compromise and abate other taxes.

XII

The City shall provide to the County Clerk and the County Assessor a certified copy of any ordinance or order altering the boundaries of the City, including but not limited to Resolutions annexing or de-annexing any lot or lots of real estate, within 30 days of the adoption of the same and prior to October 1 of each year.

XIII

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2010, provided, however, that any party may terminate this agreement within sixty (60) days by serving upon all other parties to the agreement written notice of its intention to terminate the agreement. The parties hereto mutually agree that this contract will be automatically renewed on March 1, 2010, and will continue to renew on March 1 of each subsequent year unless any party serves written notice of termination no less than ninety (90) days prior to the renewal date. Upon termination of this Agreement, the County shall be absolved of all responsibility for collection of taxes for that tax year and for future tax years. The County shall continue to be responsible for the collection of delinquent taxes from all years covered by this Agreement. This Agreement includes 2007 and earlier year's taxes (until such time as the same are removed from the tax rolls consistent with the Collector's standard procedures), taxes incurred in 2009 and later, but specifically excludes taxes that relate to tax year 2008. Nothing herein shall be construed to require the Collector to take any action with respect to 2008 taxes.

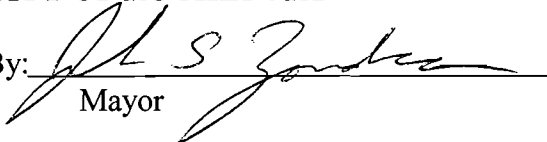
XIV

The City agrees that failure to comply with statutory provisions relating to the setting of tax levies shall relieve the County of responsibilities under this Agreement.

Pursuant to the provisions of Section 137.073.7 RSMo, no tax rate shall be extended on the tax rolls unless the City has complied with the tax rate certification process through the State Auditor's office.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

CITY OF ROCHEPORT

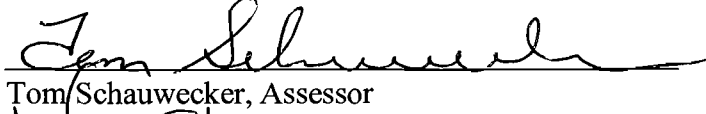
By: 
Mayor

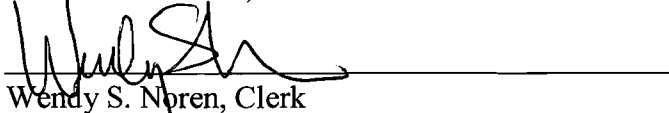
ATTEST:


City Clerk

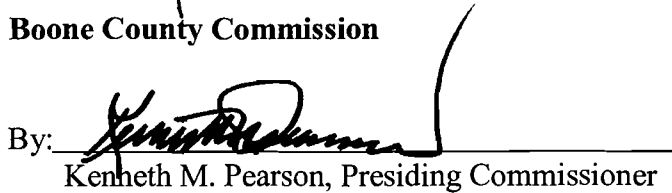
COUNTY OF BOONE


Patricia S. Lensmeyer, Collector of Revenue

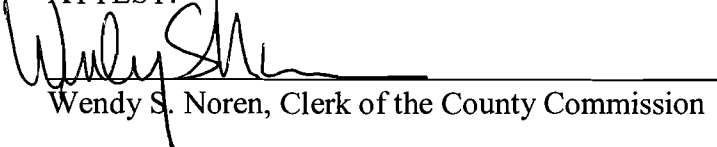

Tom Schauwecker, Assessor


Wendy S. Noren, Clerk

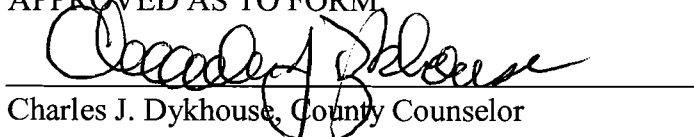
Boone County Commission

By: 
Kenneth M. Pearson, Presiding Commissioner

ATTEST:


Wendy S. Noren, Clerk of the County Commission

APPROVED AS TO FORM:


Charles J. Dykhouse, County Counselor

TAX COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of May, 2009, by and between the Town of Harrisburg, Missouri, a municipal corporation, hereinafter called the "Town" and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Wendy S. Noren, Boone County Clerk, hereinafter called the "Clerk", and Patricia S. Lensmeyer, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the Town and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and Sections 50.332 & 70.220, RSMo., to enter into certain cooperative agreements for collection of property taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the Town for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

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The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest and fees. Such collection of taxes, penalties, interest and fees shall be conducted in accordance with applicable law(s). The Town shall provide to the County Clerk and County Collector all Town Ordinances relating to penalties and interest on delinquent taxes at the time of execution of this Contract and to provide the County Clerk with any changes to such Town Ordinances or any new Town Ordinances related to the same by September 1 of the tax year in which such changes shall take effect. The collection of late charges by the Collector, however, is conditioned upon such charges being consistent with other taxing entities.

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The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the Town as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by Section 137.720.1 and Section 137.750, RSMo, the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the Town to fund the costs and expenses incurred in assessing real and personal property. As further required by Section 137.720.2 and Section 137.750, RSMo, and subject to the provisions of subsections 5 and 6 of Section 137.750, RSMo, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the Town, provided that for each calendar year, if the total amount of ad valorem property taxes, so further withheld by the Collector from the political subdivisions in Boone County, Missouri under Section 137.720.2 RSMo shall exceed One Hundred Thousand Dollars (\$100,000.00) for sums collected through June 30, 2009, or One Hundred Twenty Five Thousand Dollars (\$125,000.00) for amounts collected July 1, 2009 and thereafter, the Collector shall pay to the Town once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the Town and other political subdivisions in excess of the aforementioned statutory limits. All sums withheld by the Collector, as required by Section 137.720 and Section 137.750, RSMo, shall be deposited by the Collector in the Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the Town the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the Town a written itemization showing the balance remitted for each separate property tax. If the General Assembly changes the percentages or caps set out in this paragraph, then the Collector shall collect those amounts authorized by the General Assembly and shall notify Town of such changes in writing; thereafter, this Agreement shall be considered amended so as to reflect the new amounts authorized by statute.

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XIII

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2010, provided, however, that any party may terminate this agreement within sixty (60) days by serving upon all other parties to the agreement written notice of its intention to terminate the agreement. The parties hereto mutually agree that this contract will be automatically renewed on March 1, 2010, and will continue to renew on March 1 of each subsequent year unless any party serves written notice of termination no less than ninety (90) days prior to the renewal date. Upon termination of this Agreement, the County shall be absolved of all responsibility for collection of taxes for that tax year and for future tax years. The County shall continue to be responsible for the collection of delinquent taxes from all years covered by this Agreement.

XIV

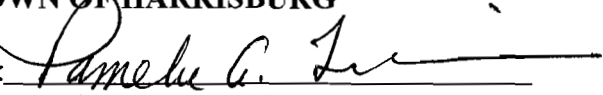
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XV

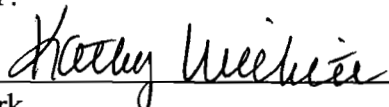
Pursuant to the provisions of Section 137.073.7 RSMo, no tax rate shall be extended on the tax rolls unless the Town has complied with the tax rate certification process through the State Auditor's office.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

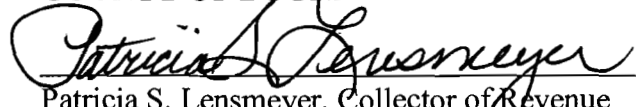
TOWN OF HARRISBURG

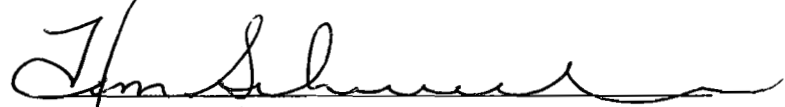
By: 
Chair, Board of Trustees

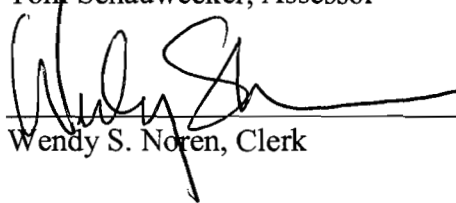
ATTEST:


City Clerk

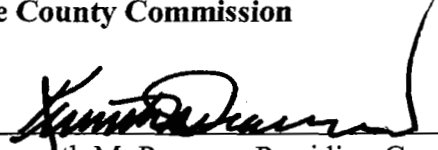
COUNTY OF BOONE


Patricia S. Lensmeyer, Collector of Revenue

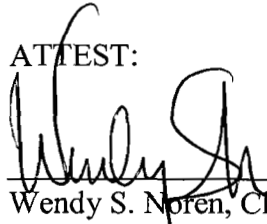

Tom Schauwecker, Assessor


Wendy S. Noren, Clerk

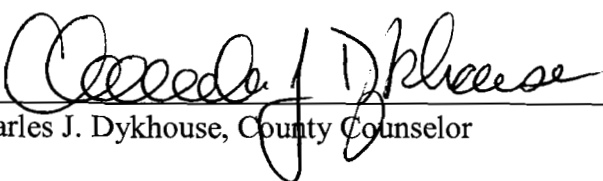
Boone County Commission

By: 
Kenneth M. Pearson, Presiding Commissioner

ATTEST:


Wendy S. Noren, Clerk of the County Commission

APPROVED AS TO FORM:


Charles J. Dykhouse, County Counselor

TAX COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 4 day of May, 2009, by and between the City of Rocheport, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schaurwecker, Boone County Assessor, hereinafter called the "Assessor", Wendy S. Noren, Boone County Clerk, hereinafter called the "Clerk", and Patricia S. Lensmeyer, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the City and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and Sections 50.332 & 70.220, RSMo., to enter into certain cooperative agreements for collection of property taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the City for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I

The County by and through the County Assessor agrees to perform the assessment function of determining the fair market value and true assessed value of all real and personal property located within the City boundaries.

II

The County by and through the County Clerk agrees to create, on behalf of the City, tax billing amounts relating to all real and personal property located within the City boundaries. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the City, and shall include property taxes relating to the City of Rocheport, Missouri.

III

The County, by and through the County Collector, hereby agrees to bill and collect, on behalf of the City, all monies due and owing the City for taxable property within the boundaries of the City *except* monies due and owing the City that relate to Special Assessments.

IV

The County agrees that the City shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the City taxes accumulated under the tax collection and processing system.

V

The Collector agrees to remit to the City, the receipts due the City at the same time the Collector remits other receipts similarly collected on behalf of other cities within the County; provided, however, that there shall be a remittance to the City at least once per month at which time the Collector shall provide a Statement of Monthly Collections Report.

VI

The City shall fix its ad valorem property tax rates, as provided in section 67.110 RSMo, not later than September first for entry in the tax books. If the City should fail to comply with Section 67.110 RSMo, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year and the Collector will neither bill nor collect City taxes for that year either current or delinquent. However, the Collector will continue to collect and disburse prior year taxes under this agreement. A new agreement will have to be entered into by all parties to resume collecting current taxes.

VII

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest and fees. Such collection of taxes, penalties, interest and fees shall be conducted in accordance with applicable law(s). The City shall provide to the County Clerk and County Collector all City Ordinances relating to penalties and interest on delinquent taxes at the time of execution of this Contract and to provide the County Clerk with any changes to such City Ordinances or any new City Ordinances related to the same by September 1 of the tax year in which such changes shall take effect. The collection of late charges by the Collector, however, is conditioned upon such charges being consistent with other taxing entities.

VIII

The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the City as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by Section 137.720.1 and Section 137.750, RSMo, the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the City to fund the costs and expenses incurred in assessing real and personal property. As further required by Section 137.720.2 and Section 137.750, RSMo, and subject to the provisions of subsections 5 and 6 of Section 137.750, RSMo, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the City, provided that for each calendar year, if the total amount of ad valorem property taxes, so further withheld by the Collector from the political subdivisions in Boone County, Missouri under Section 137.720.2 RSMo shall exceed One Hundred Thousand Dollars (\$100,000.00) for sums collected through June 30, 2009, or One Hundred Twenty Five Thousand Dollars (\$125,000.00) for amounts collected July 1, 2009 and thereafter, the Collector shall pay to the City once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the City and other political subdivisions in excess of the aforementioned statutory limits. All sums withheld by the Collector, as required by Section 137.720 and Section 137.750, RSMo, shall be deposited by the Collector in the Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the City the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the City a written itemization showing the balance remitted for each separate property tax. If the General Assembly changes the percentages or caps set out in this paragraph, then the Collector shall collect those amounts authorized by the General Assembly and shall notify City of such changes in writing; thereafter, this Agreement shall be considered amended so as to reflect the new amounts authorized by statute.

IX

The City further agrees that the 7% penalty authorized by state statute for delinquent taxes shall be retained by the County and distributed as provided in Section 52.290, RSMo.

X

The City further agrees that all fees of conducting any tax sale pursuant to Chapter 140 of the Revised Statutes of Missouri shall be retained by the County.

XI

The City further agrees that the County shall be authorized to compromise and abate taxes owed to the City in the same manner as it authorized by the Revised Statutes of Missouri to compromise and abate other taxes.

XII

The City shall provide to the County Clerk and the County Assessor a certified copy of any ordinance or order altering the boundaries of the City, including but not limited to Resolutions annexing or de-annexing any lot or lots of real estate, within 30 days of the adoption of the same and prior to October 1 of each year.

XIII

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2010, provided, however, that any party may terminate this agreement within sixty (60) days by serving upon all other parties to the agreement written notice of its intention to terminate the agreement. The parties hereto mutually agree that this contract will be automatically renewed on March 1, 2010, and will continue to renew on March 1 of each subsequent year unless any party serves written notice of termination no less than ninety (90) days prior to the renewal date. Upon termination of this Agreement, the County shall be absolved of all responsibility for collection of taxes for that tax year and for future tax years. The County shall continue to be responsible for the collection of delinquent taxes from all years covered by this Agreement. This Agreement includes 2007 and earlier year's taxes (until such time as the same are removed from the tax rolls consistent with the Collector's standard procedures), taxes incurred in 2009 and later, but specifically excludes taxes that relate to tax year 2008. Nothing herein shall be construed to require the Collector to take any action with respect to 2008 taxes.

XIV

The City agrees that failure to comply with statutory provisions relating to the setting of tax levies shall relieve the County of responsibilities under this Agreement.

Pursuant to the provisions of Section 137.073.7 RSMo, no tax rate shall be extended on the tax rolls unless the City has complied with the tax rate certification process through the State Auditor's office.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

CITY OF ROCHEPORT

By: *J. S. Jordan*
Mayor

ATTEST:

Shirley Jenkins-Ped
City Clerk

COUNTY OF BOONE

Patricia S. Lensmeyer, Collector of Revenue

Tom Schauwecker, Assessor

Wendy S. Noren, Clerk

Boone County Commission

By: *Kenneth M. Pearson*
Kenneth M. Pearson, Presiding Commissioner

ATTEST:

Wendy S. Noren, Clerk of the County Commission

APPROVED AS TO FORM:

Charles J. Dykhouse
Charles J. Dykhouse, County Counselor

TAX COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of May, 2009, by and between the Town of Harrisburg, Missouri, a municipal corporation, hereinafter called the "Town" and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Wendy S. Noren, Boone County Clerk, hereinafter called the "Clerk", and Patricia S. Lensmeyer, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the Town and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and Sections 50.332 & 70.220, RSMo., to enter into certain cooperative agreements for collection of property taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the Town for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I

The County by and through the County Assessor agrees to perform the assessment function of determining the fair market value and true assessed value of all real and personal property located within the Town boundaries.

II

The County by and through the County Clerk agrees to create, on behalf of the Town, tax billing amounts relating to all real and personal property located within the Town boundaries. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the Town, and shall include property taxes relating to the Town of Harrisburg, Missouri.

III

The County, by and through the County Collector, hereby agrees to bill and collect, on behalf of the Town, all monies due and owing the Town for taxable property within the boundaries of the Town *except* monies due and owing the Town that relate to Special Assessments.

IV

The County agrees that the Town shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the Town taxes accumulated under the tax collection and processing system.

V

The Collector agrees to remit to the Town, the receipts due the Town at the same time the Collector remits other receipts similarly collected on behalf of other cities within the County; provided, however, that there shall be a remittance to the Town at least once per month at which time the Collector shall provide a Statement of Monthly Collections Report.

VI

The Town shall fix its ad valorem property tax rates, as provided in section 67.110 RSMo, not later than September first for entry in the tax books. If the Town should fail to comply with Section 67.110 RSMo, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year and the Collector will neither bill nor collect Town taxes for that year either current or delinquent. However, the Collector will continue to collect and disburse prior year taxes under this agreement. A new agreement will have to be entered into by all parties to resume collecting current taxes.

VII

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest and fees. Such collection of taxes, penalties, interest and fees shall be conducted in accordance with applicable law(s). The Town shall provide to the County Clerk and County Collector all Town Ordinances relating to penalties and interest on delinquent taxes at the time of execution of this Contract and to provide the County Clerk with any changes to such Town Ordinances or any new Town Ordinances related to the same by September 1 of the tax year in which such changes shall take effect. The collection of late charges by the Collector, however, is conditioned upon such charges being consistent with other taxing entities.

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The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the Town as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by Section 137.720.1 and Section 137.750, RSMo, the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the Town to fund the costs and expenses incurred in assessing real and personal property. As further required by Section 137.720.2 and Section 137.750, RSMo, and subject to the provisions of subsections 5 and 6 of Section 137.750, RSMo, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the Town, provided that for each calendar year, if the total amount of ad valorem property taxes, so further withheld by the Collector from the political subdivisions in Boone County, Missouri under Section 137.720.2 RSMo shall exceed One Hundred Thousand Dollars (\$100,000.00) for sums collected through June 30, 2009, or One Hundred Twenty Five Thousand Dollars (\$125,000.00) for amounts collected July 1, 2009 and thereafter, the Collector shall pay to the Town once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the Town and other political subdivisions in excess of the aforementioned statutory limits. All sums withheld by the Collector, as required by Section 137.720 and Section 137.750, RSMo, shall be deposited by the Collector in the Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the Town the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the Town a written itemization showing the balance remitted for each separate property tax. If the General Assembly changes the percentages or caps set out in this paragraph, then the Collector shall collect those amounts authorized by the General Assembly and shall notify Town of such changes in writing; thereafter, this Agreement shall be considered amended so as to reflect the new amounts authorized by statute.

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XIV

The Town agrees that failure to comply with statutory provisions relating to the setting of tax levies shall relieve the County of responsibilities under this Agreement.

XV

Pursuant to the provisions of Section 137.073.7 RSMo, no tax rate shall be extended on the tax rolls unless the Town has complied with the tax rate certification process through the State Auditor's office.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 09


In the County Commission of said county, on the 18th day of June 20 09

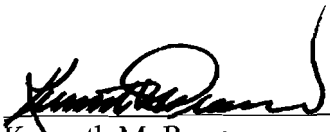
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby appoint Lawrence Lile to the Energy & Environment Commission for a term beginning June 18, 2009, and ending May 31, 2012.

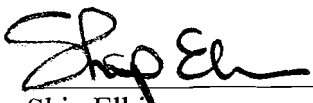
Done this 18th day of June, 2009.

ATTEST:

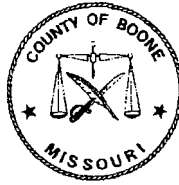

Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Ken Pearson, Presiding Commissioner
Karen, M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

off. rec. 6/18/09
expires: 5/31/2012

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Energy & Environment Commission Term: 6/1/2009

Current Township: Three Creeks Today's Date: 6/1/2009

Name: Lawrence Lile, PE, LEED AP

Home Address: 7425 East Rte. Y Zip Code: MO

Business Address: c/o Project Solutions Engineering, 2005 W Broadway, Suite 210 Zip Code: MO

Home Phone: 573-657-0231 Work Phone: 573-443-7100
Fax: _____ E-mail: lawrencelile.p.e@gmail.com

Qualifications: Licensed Professional Engineer in 5 States
LEED Accredited Professional
Have worked on energy conservation projects since 1980's

Past Community Service: _____

References: David Mars, Energy Specialist for City of Columbia, 874-7307,
Kraig Spence, P.E.,
Project Solutions Engineering
573-443-7100
Nick Peckham, A.I.A.,
Peckham and Wright Architects
573-449-2683

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

Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 09

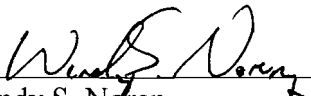
In the County Commission of said county, on the 18th day of June 20 09


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

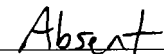
Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Wednesday, June 24, 2009, at 1:30 p.m. The meeting will be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021 (1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 18th day of June, 2009.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner