

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the 11th day of July 20 17

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 Extension of Depository Agreement between Boone County and Landmark Bank, NA of Columbia, MO.

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

Done this 11th day of July, 2017.

ATTEST:

Art Auer Interim
Art Auer BKB
Interim Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

2

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: September 2, 2014
RE: Contract Extension Number One – *Depository of County Funds*

Contract *Depository of County Funds* was approved by commission for award to Landmark Bank of Columbia, Missouri on March 3, 2016, commission order 106-2016. The attached extends the contract for another month ending September 30, 2017.

cc: Tom Darrough, Treasurer, Brian McCollum, Collector, Christy Blakemore, Circuit Clerk, Art Auer, Acting County Clerk, CJ Dykhouse, Legal Contract File

EXTENSION OF DEPOSITORY AGREEMENT

THIS AGREEMENT made and entered into effective the 1st day of September, 2017 by and between the **County of Boone**, State of Missouri (hereinafter referred to as “The County”) and **Landmark Bank, NA** of Columbia (hereinafter referred to as “The Bank”).

WHEREAS, The County and The Bank have an existing Depository Agreement dated effective October 1, 2015, which expires on August 31, 2017, (hereinafter the “2015 Agreement”) approved in Boone County Commission Order 106-2016; and

WHEREAS, The County and The Bank desire to extend the existing 2015 Agreement on mutually agreeable terms and conditions; and

WHEREAS, the extended agreement would be on the same terms and conditions as the 2015 Agreement except as specifically modified herein.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The 2015 Agreement is incorporated herein by reference as if fully set forth herein, including but not limited to, all contract documents, proposal responses from The Bank, exhibits and cost schedules.
2. The parties agree to continue to perform their respective duties and obligations under the 2015 Agreement through a new expiration date of **September 30, 2017**.
3. The Bank’s services will be provided under the same terms and conditions of the 2015 Agreement except as modified in this Extension of Depository Agreement.

IN WITNESS WHEREOF, this Extension of Depository Agreement, is hereby executed in the name of The County by the Presiding Commissioner of the Boone County Commission, duly authorized pursuant to the Commission Order attached hereto, and in the name of The Bank by the officer duly authorized by the Board of Directors, as of the day and year indicated below.

COUNTY OF BOONE, MISSOURI

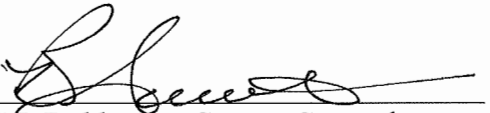

Daniel K. Atwill, Presiding Commissioner

Dated: 7-11-17

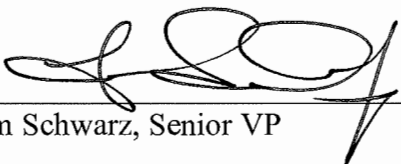
ATTEST:

Approved as to Legal Form:

ART AUER *Art Auer Interim*
Boone County Clerk (INTERIM)
DKB


C.S. Dykhouse, County Counselor

LANDMARK BANK, NA

By: 
Tom Schwarz, Senior VP

Dated: June 28, 2017

CERTIFICATION:

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

Jane E. Bitchford 6/29/17
Auditor *by [initials]* Date

1140,1150 - 71107

DEPOSITORY AGREEMENT

This Agreement made and entered into effective the 1st day of October, 2015, by and between the **County of Boone**, State of Missouri (hereinafter referred to as “The County”) and **Landmark Bank, NA** of Columbia, Missouri, (hereinafter referred to as “The Bank”):

WITNESSETH:

WHEREAS, in compliance with the provisions of Chapter 110 RSMo, the County selected and designated The Bank as the official depository to receive the funds of said County on August 27, 2015 in Commission Order 381-2015, to be effective from the 1st day of October, 2015, through the 31st day of August, 2017, 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 September 1, 2017 through August 31, 2019, unless one or both of the parties provides written notification not later than April 30, 2017, that the contract will not be extended. The Bank shall notify the County Treasurer, County Collector, and County Clerk in writing and the County will provide written notification to The Bank to the attention of the following at the following address: Tom Schwarz, Senior Vice President, PO Box 1867, Columbia, Missouri 65205.

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

1. **Contract Documents:** This Agreement shall consist of the following documents:
 - a. This Depository Agreement;
 - b. County of Boone Request for Proposal for Depository of County Funds for two year period commencing October 1, 2015 (as revised on July 20, 2015), including instructions, Terms and Conditions, Proposal Submission Information, the unexecuted Proposal Response/Pricing Page, and all exhibits issued as part of the RFP;
 - c. The Bank’s proposal response dated August 5, 2015, executed by Tom Schwarz, Sr. Vice President, and communicated via transmittal letter dated August 6, 2015, signed by Nicholas Orscheln, on behalf of the Bank;
 - d. The Bank’s Business Services Agreement dated August 1, 2015, Business Services Request Form, and Business Services Request Form Addendum – File Transfer Protocol (FTP) Delivery; and
 - e. The Resolutions for the Treasurer’s Accounts, Collector’s Accounts, and Circuit Clerk’s accounts, as updated with current signatures.

All such documents shall constitute the contract documents, which are incorporated herein by reference. In the event of a material conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Depository Agreement, the proposal specifications including Terms and Conditions, Exhibits, Collateral Policy of the State Treasurer of Missouri, Sample approved format for Irrevocable Letter of Credit, the unexecuted Proposal Response/Pricing Form, Proposal Evaluation Criteria, exhibits issued as part of the RFP, the Questions and Responses distributed by the County Clerk, shall prevail and control, over the Bank’s proposal response dated August 5, 2015, and any other document drafted by The Bank, with the terms of this Depository Agreement having priority over all other incorporated documents.

2. **Terms and Conditions:** The Terms and Conditions from the Request for Proposals have been reproduced in the attachment to this Agreement and address the following:
 - a) Accounts;
 - b) Investment;
 - c) Collateralization;
 - d) Account Services;
 - e) Online Banking Services;
 - f) Other Services; and
 - g) Minimum Requirements.

With respect to Collateralization as addressed in Section 3 of the Terms and Conditions, the parties specifically agree to the following:

The Bank will pledge securities and have them held at the County's account at the Federal Reserve Bank of Boston at the standard base level of collateral for the Treasurer (\$8 Million) and Collector (\$3 Million) respectively. The County's total collateral would take into account the 105% referenced in the bid (and possibly slightly above) to ensure that balances would be adequately covered in this way at all times. While there could be some changes in the collateral mix based on The Bank's investment strategy over time, the plan would be to minimize these changes as the securities pledged would likely be held for long periods of time.

For the additional collateral of \$22 million required in Section 3 of the Terms and Conditions for each 4 1/2 month tax season (November 15 through March 31) under this agreement, The Bank is allowed to collateralize with one (1) irrevocable letter of credit from the Federal Home Loan Bank of Des Moines for the full amount for the full time period each tax season. This is subject to the Federal Home Loan Bank of Des Moines continuing to meet the requirements of Section 3.7 of the Terms and Conditions.

3. **Incorporated Bank Forms:** With respect to the Bank's incorporated Business Services Agreement dated August 1, 2015, Business Services Request Form, and Business Services Request Form Addendum – File Transfer Protocol (FTP) Delivery, the following provisions are to be specifically considered deleted or modified as follows:
 - a) The governing documents are considered modified to be consistent with this Depository Agreement.
 - b) Fees, costs, and expenses are as set out in The Bank's RFP response and shall not be changed absent mutual consent during the term of this Agreement, and all fees listed in the other incorporated documents are considered modified to be consistent with The Bank's RFP response.
 - c) All provisions contemplating indemnity by County are deleted, as County is a governmental entity with sovereign immunity and cannot agree to indemnify and hold harmless others in situations where the legislature has provided such sovereign immunity.
 - d) All other terms are considered modified to be consistent with the documents incorporated by reference in paragraph 1 above.
4. **Collector's Overflow Account:** For the time period from November 15 – March 31 of each year, the Bank will provide an additional account for use as the Collector's Overflow Account in accordance with this paragraph. For 2015-2016, up to \$50 Million Dollars in

additional deposits will be allowed with additional, permissible collateral (as per the Missouri State Treasurer's policy) pledged as set out herein. This additional \$50 Million Dollars of collateralized deposits is beyond the \$33 Million Dollars of collateralized deposits provided for earlier in this Agreement. The Bank will pay interest at the rate of 0.20% on all balances in the Collector's Overflow Account. In future years, the collateral limit and interest rate shall be as agreed-upon by the Bank and the Collector. The parties further agree as follows with respect to the operation of the Collector's Overflow Account:

- a) The Collector will manage balances in the Collector accounts and transfer balances over the \$25 Million in other collateralized accounts daily as is necessary.
- b) Cash and check deposits will continue to be made into the Collector's standard accounts; all activity in and out of the Collector's Overflow account will be through transfers initiated through internet banking or by the Bank at the Collector's request.
- c) Fees associated with the Collector's Overflow Account will be as per the fees set out in this Agreement.
- d) Collateralization for the Collector's Overflow Account will be provided in a manner that minimizes the different types of collateral and different maturity dates of the collateral pledged so as to ease the reconciliation between account balances and pledged collateral.
- e) The Collector may invest funds under the Collector's control outside the depository agreement and the Collector's Overflow Account.

IN WITNESS WHEREOF, this Agreement has been executed in the name of The County by the Presiding Commissioner of the County Commission, duly authorized pursuant to Commission Order Number 106 -2016, and in the name of The Bank by the officer duly authorized by the Board of Directors, all to be deemed effective as of the day and year first above written.

COUNTY OF BOONE, MISSOURI

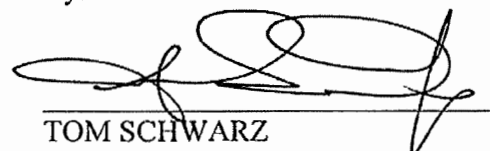
LANDMARK BANK, NA

By:

By:



DANIEL K. ATWILL
Presiding Commissioner



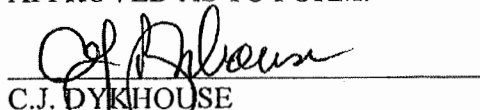
TOM SCHWARZ
Senior Vice President

ATTEST:



WENDY S. NOREN, County Clerk

APPROVED AS TO FORM:



C.J. DYKHOUSE
Boone County Counselor

ADD TERMS AND CONDITIONS

TERMS AND CONDITIONS

The County of Boone is requesting proposals from qualified institutions to serve as the depository of the County's funds for the period October 1, 2015 through September 30, 2017 with automatic renewal provisions. The County reserves the right to reject any and all proposals and select the proposal that is in the best interest of the County. Any exceptions to the conditions set below shall be separately listed by the institution in the proposal. The following conditions and general information shall apply:

SECTION 1. ACCOUNTS

The accounts set up by the County shall be under the control of the County Treasurer for all accounts except those specified in these terms as being under the control of the County Collector.

1.1 The Depository shall 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 for accounts under the Treasurer's control and one copy shall be provided to the County Collector for the accounts under the Collector's control. A copy of each statement provided to the Treasurer and Collector shall be provided separately to the County Clerk as required in Chapter 110 RSMo.

1.2 This depository will serve as clearinghouse for accounts through which all deposits will be made and all checks and ACH's drawn. A two-year volume of each of these accounts is attached in EXHIBIT 1 and will be used in evaluating costs submitted under this RFP. This account analysis will be provided by email in EXCEL format from the County Clerk.

Proposed Account Configuration – Details contained in EXHIBIT 1

1.3 Accounts managed by the County Treasurer:

1.3.1 One (1) of these accounts shall be the Treasurer's 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.

1.3.2 The Treasurer will also maintain zero balance checking accounts upon which checks will be drawn and money will be automatically transferred on a daily basis from the Treasurer's Investment account as checks are presented for clearing. These are identified as "Zero Balance - No Interest" accounts on Exhibit 1-Treasurer

1.3.3 Additional interest earning checking accounts upon which deposits are made and checks are drawn. These are identified as Interest Checking Accounts on Exhibit 1-Treasurer.

1.3.4 - Checking Accounts that do not accrue interest – identified as "No Interest" accounts on Exhibit 1 - Treasurer

1.4 Accounts Managed by the County Collector:

1.4.1 One (1) of these accounts shall be the Collector's Investment account where deposits are made but no checks are drawn. ACH debits and credits are drawn on this account. Incoming and outgoing wire transfers may also be processed through this account.

1.4.2 One (1) 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 Collector's Investment account as checks are presented for clearing.

1.4.3 One (1) interest bearing regular checking accounts (Tax Impoundment Account) shall be maintained upon which deposits will be maintained and checks will be drawn. ACH debits and credits may be drawn on this account. Incoming and outgoing wire transfers may also be processed through this account.

1.4.4 One (1) interest bearing regular checking accounts (Installment Account) shall be maintained upon which deposits will be maintained and checks will be drawn. ACH debits and credits may be drawn on this account. Incoming and outgoing wire transfers may also be processed through this account.

1.4.5 One (1) Interest bearing regular checking accounts (Surtax Account) shall be maintained upon which deposits will be maintained and checks will be drawn. ACH debits and credits may be drawn on this account. Incoming and outgoing wire transfers may also be processed through this account.

1.5 The bank will serve as both sending and receiving bank on the ACH system.

1.5.1 Examples of current outgoing ACH payments include payroll direct deposit, employee benefit administrator payments. These are currently listed as ACH ITEMS on the Treasurer's Investment Account in EXHIBIT 1. The Collector's office anticipates ACH disbursements of tax revenue to begin in 2015.

1.5.2 Examples of current incoming ACH transactions include property tax installment payments, credit card payments from third party vendor (recorder and collector), payments from state and federal agencies.

SECTION 2 INVESTMENT

2.1 Upon execution of an approved Master Repurchase Agreement, all collected funds in the both the Treasurer and Collector Investment accounts and all collected funds in the regular checking accounts shall be paid interest as specified in 2.2 of this agreement.

2.2 Interest shall be quoted and stated as a specified number of basis points above or below the 90 day (13 week) US Treasury Bill weekly sale on each Tuesday as listed in the Wall street Journal Key Interest Rates listing. Said interest will be calculated on a 360 day basis and credited to the accounts monthly. The T-bill rate for the weekly sale of July 6, 2015 was .015% and this is the base used to evaluate your proposal.

2.2.1 All collected funds in the Treasurer and Collector Investment Account and the collected funds in the regular interest bearing checking accounts will be paid at this rate.

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

2.2.3 The investment proposals will be analyzed based on the two-year Investment history contained in attached EXHIBIT 1 for each of the 2 Investment Accounts as well as the interest bearing checking accounts..

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.

2.2.5 The County shall determine "excess funds" not necessary for ongoing operations in the various accounts and bid them out separately from this agreement. The depository agreement shall state if there are any charges for holding investment purchases in safekeeping.

2.2.5 In addition to this agreement, the parties will enter into a Master Repurchase Agreement that protects the County's Interest. As such, the Master Repurchase Agreement shall not provide for substitution without prior approval of the County and is structured to insure County deposits would be protected under state and federal law.

2.2.6 From time to time, the County may desire to purchase government securities through the depository. The proposal shall state if there will be any service or safekeeping charges for these purchased securities.

2.2.7 For investment securities held in safekeeping, either purchased through the depository or through outside bids and purchases, the proposal shall state if there will be any service charge for providing market values of the securities on a monthly basis.

SECTION 3 COLLATERALIZATION

The County Treasurer will invest funds under the Treasurer's control outside of the depository agreement. The maximum amount at any one time requiring collateralization by the bank for all of the accounts under the control of the Treasurer will be \$8,000,000.

The County Collector will invest funds under the Collector's control outside of the depository agreement. The maximum amount at any one time requiring collateralization by the bank for all of the accounts under the control of the Collector will be \$3,000,000 except during a 4 1/2 month tax collection period (November 15 thru March 31) when the maximum amount collateralized for the Collector controlled accounts will be \$25,000,000.

Bank depository shall collateralize and secure all deposits and investments as required by Missouri law in Sections 110.020, 110.010 and 30.270 RSMo. and under the same terms as the Collateral Policy adopted by the State Treasurer of Missouri. Bank

depository will collateralize all ledger balance funds in excess of amounts covered by FDIC insurance.

3.1 All security so pledged shall be held by a third party institution with preference to the County's account at the Federal Reserve bank of Boston. 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 depository 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, 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 reserves the right to reject or request replacement of any security pledged.

3.5 A listing of acceptable securities under Missouri law and approved under the policies of the State Treasurer is included in this proposal as EXHIBIT 3.

3.6 Acceptable security shall follow margin requirements established by the state treasurer for deposits of state funds and the current margin requirements are included in Exhibit 3.

3.7 As an alternative to the collateral provided in 3.1 to 3.6 the depository may secure county deposits in excess of the amounts covered by FDIC insurance with irrevocable letters of credit from the Federal Home Loan Bank of Des Moines under the following conditions:

- The Federal Home Loan Bank of Des Moines maintains its AAA rating**
- The Federal Home Loan Bank system maintains its AAA rating**
- The irrevocable letter of credit is in the format of the sample included in Exhibit 4**
- The irrevocable letter of credit is provided to the County Clerk directly from the Federal Home Loan Bank and is payable upon signature of the County Treasurer**

- A replacement irrevocable letter of credit shall be in place and confirmed to the County Clerk prior to the expiration date on any letter of credit unless previously approved in writing by the County Clerk.

SECTION 4 ACCOUNT SERVICES

4.1 The depository shall provide regular business teller service and availability of branch facilities for deposits. The proposal shall detail the location and hours of available teller services.

4.2. Deposits can be made and shall be considered same day business until 5:00 p.m. unless otherwise detailed in your proposal.

4.2.1 It is anticipated that there will be one deposit per day per account except during peak tax season (mid-November thru mid-January) when 2 deposits per day to the Collector's Investment account may occur. For evaluation purposes, we will utilize one deposit per day per account in each of the 2 Investment Accounts

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

4.4 Designation of one bank officer for communication and investment purposes. Bank officer will be responsible to the Treasurer for accounts under the Treasurer's control and the County Collector for accounts under the Collector's control.

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 CD. A sample CD shall be provided with the proposal.

4.7 The county shall be able to transfer funds between accounts at no charge.

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

4.9 Funds availability schedules shall be provided with the proposal and the depository should have the ability to memo post transactions as they occur throughout the day.

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.

4.10 The County Treasurer shall be the contact and working person by and between the bank depository and the County of Boone for accounts under the Treasurer's control. The County Collector shall be the contact and working person by and between the bank depository for those accounts under the Collector's control.

4.11 Any additional accounts established by the County shall be computed under the terms of this contract as long no additional account maintenance 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 for accounts under the Treasurer's control and to the County Collector for accounts under the Collector's control. A sample monthly bank statement shall be submitted with the proposal.

SECTION 5 ONLINE BANKING SERVICES

5.1 The County currently has electronic banking services via the Internet to the depository bank for use in processing wire transfers, stop payments, ACH processing, account transfers, cleared check retrieval, positive pay, and account balance history. Routine account transfers can be set up one time and generated upon request without reentering data. All ACH's and wires require a dual approval.

5.2 The county has the ability to download checks cleared data on demand for use in account balancing. This is currently done monthly for the investment account and can be done for selected periods on any account. Daily, account transactions are printed from the investment account for recording transactions in the ledger.

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 cvs file. Also the county is able to upload directly from the county's payroll system, AP check system, and manual check system to the depository a NACHA file containing all information need by the depository for processing for ACH transactions. A control total is entered to verify the file transfer.

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

5.4.1 The depository's ability to provide interaction through the Internet that allows account balance inquiry, account transfers, ACH processing, stop payments, positive pay, NACHA file transfers, and wire transfers. Include setup charges, on-line charges, monthly charges, per transaction costs that are in addition to or in lieu traditional costs quoted in this proposal.

5.4.2 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.

5.4.3. 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 and any costs over and above monthly access charges for this service. Detail any costs associated with this service and above monthly account access charges.

5.4.4. 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 and charges associated with the alternative. Approximately 50,000 items will be downloaded during the course of the agreement.

5.4.5. The depository's ability to upload files from the county's computer system containing information necessary for ACH payroll, AP check and manual check processing. Include record format required for file acceptance and all costs associated with direct file transfer for ACH processing through automated FTP delivery.

5.4.6 The County currently pays Internet access charge for access to all accounts and has users in both the County Treasurer's and the Circuit clerk's office. This proposal will also cover access by users in the Collector's office to the accounts under the Collector's control.

5.4.7. Provide a minimum of two references of current users of your electronic banking services proposed.

POSITIVE PAY

5.5 The County has implemented Positive Pay for -all of its checking accounts except the Poll Worker Checking account. The proposal will need to provide detailed costs and specifications for supporting positive pay. We will also assume one positive pay file per day.

5.5.1 The implementation of Positive Pay is in some cases dependent on the County's ability to access data from systems outside of the County's control (i.e. Court processing software owned and operated by the State of Missouri). As such, the implementation of Positive Pay shall in no way be interpreted under the agreement as mandatory and the failure of the County to institute positive pay shall in no way impact the financial institution's liability under any state and federal law. Specifically, nothing in the agreement shall be interpreted as shifting or varying the liability of check fraud from the bank to the County under U.C.C.(34).

5.5.2 The following conditions for accounts designated as positive pay will be used in evaluation:

- Payee positive pay. The County will provide the payee, account number, check number, date and amount in a daily data file – County preferred format is CSV text or ASCII fixed field. You will be required to submit file format and record layout with the proposal

**- County preferred delivery method is automated placement of our system generated file to the depository FTP site
Alternate is online upload through the Electronic banking system**

The County prefers that this process can be done without human intervention between the check production programs and the submission of the positive pay file. Therefore we prefer the automated FTP delivery option

Backup procedures available for either method need to be addressed in the proposal

- **Ability to add a manual positive payee outside of the daily file transmission. This would entail two party authorization (initiation and approval) actions to insure adequate separation of duties.**
- **Default action on exceptions(nonconforming positive pay item) shall be return not pay**
- **Online access to exceptions – including image of check**
- **Email notification of exceptions to designated county personnel**
- **Detail methods available for exception override (i.e. online only, email, phone etc.)**
- **Details of all deadlines and costs**
- **Online access to positive pay exception items and check images of exception items**

SECTION 6 OTHER SERVICE:

6.1 Incoming and outgoing wire transfers initiated over the Internet/online system.

SECTION 7 MINIMUM REQUIREMENTS.

7.1 Chapter 110.140 RSMo. requires that each proposal be accompanied by a certified check for not less than the proportion of one and one-half percent of the County General revenue of the preceding year as a guarantee that the successful bidder will provide the security required by Section 110.010.

7.1.1 County revenues in the General Fund for the year ²⁰¹⁴2010 totaled \$26,527,030.00.

7.1.2 Each proposal must be accompanied by a certified check for \$397,905.00 made out to the "County of Boone". Said checks shall be returned to the unsuccessful bidders once the proposal award has been approved by the County Commission.

7.2 The bank must be a banking corporation incorporated under the laws of the State of Missouri or the United States.

7.3 Must maintain its home office or full service branch within Boone County.

7.4 Submission of financial statements for the past two fiscal years that include unqualified opinion from a CPA and appropriate notes to financial statements. Include audit opinions of internal controls.

7.5 Submit one copy of each of the last 4 quarterly call reports (Consolidated Report of Condition and Income required to be filed with Federal Financial Institution Examination Council).

7.6 Submit any findings from bank regulators from the past two years specific to the bank the County will have the depository agreement with.

7.7 Items 7.4 and 7.5 and 7.6 will be considered proprietary information and closed to the extent possible under Missouri law.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

11th

day of

July

20 17

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

Now on this day the County Commission of the County of Boone does hereby award bid MM67 – Sodium Chloride Term and Supply, cooperatively bid through the Mid-Missouri Public Cooperative, to Independent Salt Company of Kanopolis, KS.

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

Done this 11th day of July, 2017

ATTEST:

Art Auer Interim
Art Auer *DKB*
Interim Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Phil Fichter
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Phil Fichter
DATE: July 3, 2017
RE: **MM67 – Sodium Chloride (Rock Salt) Term and Supply**

MM67 – Sodium Chloride (Rock Salt) Term and Supply opened on May 31, 2017. Four (4) bids were received. Public Works recommends award by low bid to Independent Salt Company of Kanopolis Kansas.

This was cooperatively bid through the Mid-Missouri Public Purchasing Cooperative for which Boone County Purchasing is the lead agency for this Sodium Chloride Term and Supply Request for Bid. The City of Columbia, University of Missouri-Columbia, City of Hallsville, and City of Centralia are members who also participated in this Term and Supply Request for Bid.

Cost of the Boone County contract for will be paid from Department 2040 – Maintenance Operations, Account 26302-Road Salt. The 2017 budget is \$224,000.00.

att: Bid Tab

cc: Greg Edington – Public Works
Bid File

MM67 - SODIUM CHLORIDE (BULK) - TERM & SUPPLY - 2017

BID TABULATION		Independent Salt		Compass Minerals		Cargill		Morton Salt		
Base Bid	Bid Item	Qty- tons	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Sodium Chloride for Pre Fill	3611	\$60.84	\$219,693.24	\$70.43	\$254,322.73	\$77.55	\$280,033.05	\$82.95	\$299,532.45
	List Name and Source of Supply:		Independent Salt Company-Kanopolis, KS		Louisiana, MO from Cote Blanche, LA Mine		Cagill Inc. DeicingTechnology Business - Avery Lisand Mine, LA		Bulk Safe-T-Salt and Weeks Island	
2	Sodium Chloride for Replenishment	2956	\$63.77	\$188,504.12	\$72.45	\$214,162.20	\$77.55	\$229,237.80	\$77.95	\$230,420.20
	List Name and Source of Supply:		Independent Salt Company-Kanopolis, KS		Louisiana, MO from Cote Blanche, LA Mine		Cagill Inc. DeicingTechnology Business - Avery Lisand Mine, LA		Bulk Safe-T-Salt and Weeks Island	
Bid Option for 2nd 12-mo term:	Bid Item		Maximum Percentage (%) Increase		Maximum Percentage (%) Increase		Maximum Percentage (%) Increase		Maximum Percentage (%) Increase	
3	Sodium Chloride for <u>Pre-Fill</u>		7		10		5		10	
4	Sodium Chloride for <u>Replenishment</u>		7		10		5		10	
5	Restrictions for deliveries less than 100 tons?		NONE		Mininum Order/Delivery is 23-25 Tons		NONE		NONE	
6	Bid Bond Included (5%)		Yes		Yes		Yes		Yes	
Cooperative-	Cooperative Purchasing for other government entities:		No		No		No		Yes-if located within 10 miles of Columbia MO	

NO BIDS

**PURCHASE AGREEMENT
FOR
SODIUM CHLORIDE TERM AND SUPPLY**

THIS AGREEMENT dated the 11TH day of July 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Independent Salt Company**, herein "Contractor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Sodium Chloride (in bulk)**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Sodium Chloride Term and Supply, bid number **MM67**, Mid-Missouri Public Purchasing Instructions and General Conditions, General Provisions, Specifications for Sodium Chloride, the RFB Vendor Response Form, Vendor's Response and E-Verify documents. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Agreement, the Instructions and General Conditions, General Provisions, Specifications for Sodium Chloride, and the un-executed Vendor Response Forms, shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall be for the period effective from **date of award through May 31, 2018**, with a second 12-month term to follow immediately, effective June 1, 2018 through May 31, 2019 pending funds availability and subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by written order of the County for one (1) additional 12-month period subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Sodium Chloride in Bulk quantities** at the prices quoted in the Vendor's Bid Response for Pre-Fill and optional Replenishment needs. The Sodium Chloride shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Delivery - For the initial contract period ending May 31, 2018, Boone County requires Zero (0) Sodium Chloride in Pre-Fill quantities. Any Replenishment orders placed during this contract period will be delivered within 15 calendar days from receipt of order. Quantities for replenishment are estimates and will increase or decrease depending on severity of winter season.

5. Billing and Payment - Contractor shall submit itemized invoices to Boone County Public Works Department for the completion of deliverables and shall be paid in accordance with the firm, fixed prices stated in the Vendor's Response upon acceptance of delivery by Boone County Public Works Department's designated representative. No additional fees for delivery, or extra services not included in the bid response, or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In

the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Compliance with applicable law- Contractor shall comply with all applicable federal, state, and local laws with regard to this Agreement and failure to do so, in County's sole discretion, shall give the County the right to terminate this contract.

7. 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.

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

9. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

INDEPENDENT SALT COMPANY

by Steve K. Olson
 title VP-DISTRIBUTION
 address P. O. Box 36
Kanopolis, KS 67454

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:
[Signature]
 County Counselor

ATTEST:
Art Auer
 ART AUER, INTERIM COUNTY CLERK
 DKB

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.)

James E. Pitchford
 Signature by cej

7/3/17
 Date

No Encumbrance Required
2040/26302 Term/Supply
 Appropriation Account

PERFORMANCE BOND

Bond #BD752453

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Independent Salt Company

Kanopolis, Kansas 67454

as Principal, hereinafter called Contractor, and Nationwide Mutual Ins. Co.

a Corporation, organized under the laws of the State of Iowa and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Sixty-three thousand, seven hundred, seventy Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated June 20, 2017 entered into a Contract with Owner for:

**BID NUMBER MM67
SODIUM CHLORIDE (BULK)
For
MID-MISSOURI PUBLIC PURCHASING COOPERATIVE**

in accordance with the specifications and/or prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform and comply with all requirements as provided by such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the Contract price”, as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at

Kanopolis, KS, on this 20th day of June, 2017.

Independent Salt Company

(Contractor)

(SEAL)

BY: *JK Olson*
VP-Distribution

Nationwide Mutual Ins. Co.

(Surety Company)

(SEAL)

BY: *Brenda R Smith*
(Attorney-In-Fact) Brenda R. Smith

BY: *Brenda R Smith*
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Tara Earley

Phone Number: 785-493-4328

Address: 201 E Iron, P O Box 1213
Salina, KS 67402-1213

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Independent Salt Company,
as Principal, hereinafter called Contractor, and Nationwide Mutual Ins. Co.

a corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Sixty-three thousand, seven hundred, seventy DOLLARS (\$ 63770.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated June 20, 2017 entered into a contract with Owner for

**BID NUMBER MM67
SODIUM CHLORIDE (BULK)
For
MID-MISSOURI PUBLIC PURCHASING COOPERATIVE**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant’s work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.


2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at
Kanopolis, KS on this 20th day of June 2017.

CONTRACTOR Independent Salt Company (SEAL)

BY: 
VP-Distribution

SURETY COMPANY Nationwide Mutual Ins. Co.

BY: 
(Attorney-In-Fact) Brenda R. Smith

BY: 
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JAMES D. WILSON
ROBERTA K. BLAIR
ERIN N. BURCH

PHILIP C. KRUG
KRISTY L. BALTHAZOR
TARA B. EARLEY

BRENDA R. SMITH
MARK A. SKIDMORE

SALINA KS

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS

\$ 5,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 16th day of February, 2017.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 16th day of February, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019

Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Parag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20th day of June, 2017.

This power of attorney expires: April 30, 2019

Assistant Secretary

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the 11th day of July 20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the County Clerk's Office to cover the August, 2017 Election Prepay.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency & Contingency	Emergency	11,000	
1133	85900	Election Activities	County Election Expense		11,000
				11,000	11,000

Done this 11th day of July, 2017.

ATTEST:

Art Auer
Art Auer
Interim Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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

RECEIVED

JUN 27 2017

6/23/17
EFFECTIVE DATE

FOR AUDITORS USE BOONE COUNTY AUDITOR

(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1123	86800	Emergency & Contingency	Emergency	11,000	
1133	85900	Election Activities	County Election Expense		11,000
				11,000	11,000

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

Apr. election costs higher because of city of Columbia did not participate.

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

Wendy Sh

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

Agenda

Wendy Sh

Auditor's Office

Wendy Sh

PRESIDING COMMISSIONER

Wendy Sh

DISTRICT I COMMISSIONER

Wendy Sh

DISTRICT II COMMISSIONER

Year	<u>2017</u>	Original Appropriation	<u>232,000.00</u>
Dept	<u>1133 ELECTION ACTIVITIES</u>	Revisions	
Acct	<u>85900 COUNTY ELECTION EXPENSE</u>	Original + Revisions	<u>232,000.00</u>
Fund	<u>100 GENERAL FUND</u>	Expenditures	<u>82,903.36</u>
		Encumbrances	
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>82,903.36</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>149,096.64</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>149,096.64</u>

Transaction Code	Effective Date	Description	Process Date	Orig Document	Amount
22	1/01/2017	***** ORIGINAL BUDGET *****	2017	238	232,000.00-
40	2/08/2017	04/04/17 ELEC - BOCO PREPAY	A 2017	37	82,903.36

Bottom

F2=Key Scr F3=Exit F6=Prd Breakdowns F7=Trans F8=View Doc F9=Budget

\$ 149,096.64	1133-85900 balance
\$ 14,779.42	County Final pay April
<u>\$ 134,317.22</u>	1133-85900 balance
<u>\$ 144,670.32</u>	County Pre-pay August
\$ (10,353.10)	1133-85900 balance

**Wendy S. Noren
Boone County Clerk
801 E. Walnut St., Rm. 236
Columbia, MO 65201-7731
886-4375**

June 20, 2017

TO: Participants in the August 8, 2017 Special Election
FROM: Art Auer, Director, Election Division
RE: Prepayment Charges

The following is a schedule of prepayment charges for the August 8, 2017 Special Election. The estimated total cost for this election is \$189,500.00.

Make checks payable to:
Special Election 4
c/o Boone County Clerk
801 E. Walnut St., Rm. 236
Columbia, MO 65201-7731

You will be reimbursed or billed for any balances remaining from your prepayment once the final costs for the election have been compiled. Should you have any questions regarding this matter, you may contact me at the above number. Thank you for your cooperation.

August 8, 2017
Special Election
Prepayment Schedule

District	Number of Registered Voters	% of Total	Prepayment
State of Missouri	21,676	16.00%	\$ 40,130.97
Boone County	112,135	81.35%	\$ 144,670.32
Centralia R-VI School District	3,611	2.63%	\$ 4,658.71
North Callaway County R-I School District	31	0.02%	\$ 40.00
Total	137,453	100.00%	\$ 189,500.00

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

11th

day of July

20 17


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


Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Sheriff's Department to cover Intercom Console Replacement.

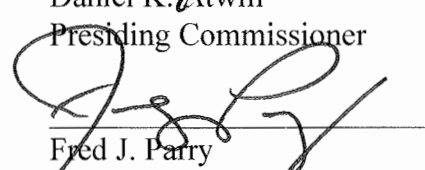
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1255	60200	Corrections	Equipment Repairs	1,166	
1255	92300	Corrections	Repl. Equipment & Tools		1,166
				1,166	1,166

Done this 11th day of July, 2017.

ATTEST:


 Art Auer *DKB*
 Interim Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Fred J. Parry
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

Keith Hoskins

From: Mark Robinson <markr@corsaircontrols.com>
Sent: Wednesday, May 17, 2017 9:12 AM
To: Keith Hoskins
Cc: 'Alan Thuenemann'
Subject: Quote for new Telecor MCC-450 console
Attachments: Mark Robinson.vcf

Keith,

The cost of a new Telecor MCC-450 intercom console is \$1,239.39. This price includes tax and shipping and handling to your address. With a tax exemption certificate you can reduce the cost by \$73.79 (for a new total of \$1165.60). --*

After receiving your Purchase Order (only your PO number is needed), we will order ASAP. Telecor reports they can ship a new console in 1-2 days, so we won't have a long wait for production. Their shipping time from Canada factory is usually 5-7 days, but if they are in stock in Chicago warehouse it will be much faster.

After installation (just plug the new console in and it will self-program from the system), send the defective unit to us for repair. We will get the Return Authorization and send to the repair center.

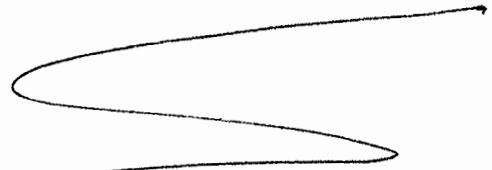
Please call if you have any questions.

\$2,331.20 for 2

Mark Robinson



Mark Robinson
Corsair Controls
Project Manager
(613) 654-3322 Work
(613) 500-1515 Mobile
(613) 654-4152 Home
markr@corsaircontrols.com
190 Woodcrest Drive
Highland, IL 62249

CALL ME Please!

K

The information contained in this transmission is privileged and/or confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

Year	<u>2017</u>	Original Appropriation	<u>6,000.00</u>
Dept	<u>1255 CORRECTIONS</u>	Revisions	<u>1,130.00-</u>
Acct	<u>60200 EQUIP REPAIRS/MAINTENANCE</u>	Original, + Revisions	<u>4,870.00</u>
Fund	<u>100 GENERAL FUND</u>	Expenditures	<u>1,374.96</u>
		Encumbrances	<u> </u>
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>1,374.96</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>3,495.04</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>3,495.04</u>

Expenditures by Period

January	<u> </u>	July	<u> </u>
February	<u>469.47</u>	August	<u> </u>
March	<u>75.69</u>	September	<u> </u>
April	<u>87.15</u>	October	<u> </u>
May	<u>362.65</u>	November	<u> </u>
June	<u>380.00</u>	December	<u> </u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

11th

day of July

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the Community Development Block Grant (CDBG) Program Grant Agreement for the American Outdoor Brands road infrastructure improvement project.

Done this 11th day of July, 2017.

ATTEST:

Art Auer
Art Auer *DKB*
Interim Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

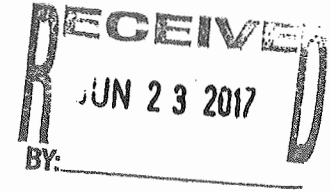
Janet M. Thompson
District II Commissioner

Eric R. Greitens
Governor



Mike Downing, CECD
Acting Director

June 20, 2017



The Honorable Daniel K. Atwill
Presiding Commissioner, Boone County
801 East Walnut, Room 333
Columbia, MO 65201

Re: Boone County (2016-ED-04)

Dear Commissioner Atwill:

Enclosed are three copies of the Funding Approval and Grant Agreement for your Community Development Block Grant project. You should sign **all three copies** of the grant agreement, have it attested by the appropriate local official and **sealed**. Return **all three complete sets** to DED and, after state execution, one set will be returned for your files.

The period of the grant agreement began June 19, 2017. Eligible administrative costs can be incurred after this date. Activities not subject to environmental review procedures may also be incurred. Requests for funds may not be submitted until the grant agreement has been executed by the state and returned to your office. Procedures set forth in the "CDBG Administrative Manual" will be in effect for your grant.

Ryan Reed, your CDBG field representative, will be contacting you soon to arrange a meeting with you to discuss the procedures and requirements of the program.

We suggest that you begin to select the person(s) or firm who will be responsible for the administration of your grant, as outlined in the application guidelines.

If you need any assistance or have questions, please contact Ryan Reed at (573) 751-3600.

Sincerely,

A handwritten signature in black ink that reads "Marcy Oerly".

Marcy Oerly
CDBG Manager
Business & Community Services

Enclosures
CERTIFIED MAIL



**MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FUNDING APPROVAL**

under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383) as amended.

1. NAME AND ADDRESS OF GRANTEE Boone County 801 East Walnut, Room 333 Columbia, Missouri 65201 Boone County					DUNS#: 07-375-5977 FEIN: 43-6000349				10. PROJECT DESCRIPTION (indicate specific scope of each activity regardless of funding source) Boone County and American Outdoor Brands Corporation request \$1,840,860 in CDBG Industrial Infrastructure Grant funds for road infrastructure improvements to assist with the expansion of a new facility in Boone County. The company commits to creating 93 new jobs. In-Kind: \$499,500* (Tax abatements) American Outdoor Cash: \$40,000,000			
2. PROJECT NUMBER 2016-ED-04			3. SEN. DIST. 19		REP. DIST. 44							
4. POPULATION 148,380			5. NO. OF BENEFICIARIES 93									
6. GRANT AWARD DATE 06/19/17			7. GRANTEE FYE DATE 12/31									
8. MAXIMUM CDBG GRANT AMOUNT AWARDED \$1,840,860												
9. FEDERAL AWARD IDENTIFICATION NUMBER B-16-DC-29-0001												
10. NATIONAL OBJECTIVE: Job Creation LMI PERSONS: 51.0% LMI FAMILIES: 51.0%												
					MATCHING FUNDS							
					RECIPIENT			OTHER				
					CASH		IN-KIND		PRIVATE		STATE/FED	
PROGRAM ACTIVITY		ACT. NO.	REQ. ENV. REV.(1)	TOTAL	CDBG FUNDS(2)	CASH	IN-KIND	PRIVATE	STATE/FED			
Building New Construction		50	Y	\$ 40,000,000	\$	\$ 499,500	\$ 499,500	\$	\$ 40,000,000			
DB-Road		13	Y	\$ 1,618,460	\$ 1,618,460							
Engineering Design		36	N	\$ 98,500	\$ 98,500							
Construction Inspection		38	N	\$ 73,900	\$ 73,900							
Administration		35	N	\$ 50,000	\$ 50,000							
TOTAL				\$ 41,840,860	\$ 1,840,860	\$ 0	\$ 499,500	\$ 0	\$ 40,000,000			

Davis Bacon applies where specified by the initials DB

(1) Funds for activities that are conditioned subject to an environmental review may not be incurred or obligated until a written "Authority to use Grant Funds" is issued by DED.

(2) This column represents the maximum amount of CDBG funds approved for each activity, except that the grantee may transfer funds between activities an amount not to exceed \$10,000 or 10% of the total CDBG allocation, whichever is less, except that administration, audit, and engineering costs must be changed via a contract amendment.

PREPARED BY Sarah Warren	DATE 06/19/17
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(DED Form GA-2016)
STATE OF MISSOURI
DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This Grant Agreement is made by and between the State of Missouri, Department of Economic Development (DED), herein called the "State" or "DED," and Boone County herein called the "Grantee," pursuant to the authority of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, herein referred to as "The Act" and commonly referred to as the Community Development Block Grant Program (CDBG). The Grantee's submissions (including "Assurances") for CDBG assistance, Department of Housing and Urban Development (HUD) regulations at 24 CFR Part 570, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) the State's FY-2016 "Consolidated Plan," the State's FY-2016 CDBG Administrative Manual, and the State's FY-2016 CDBG Program Guidelines (as now in effect and as may be amended from time to time), which are incorporated by reference, together with the DED Funding Approval form, and any special conditions, which are hereto attached, constitute part of this Agreement.

In reliance upon and in consideration of the mutual representations and obligations hereunder, the State and the Grantee agree as follows:

1. Subject to the provisions of this Grant Agreement, the State will make the funding assistance for Federal fiscal year 2016 specified in the attached DED Funding Approval form (the "Funding Assistance") available to the Grantee for completion of the project identified on the Grantee's FY 2016 CDBG Application (the "Project") upon execution of the Agreement by the parties. The obligation and utilization of the Funding Assistance is subject to the requirements for a release of funds by the State under the Environmental Review Procedures at 24 CFR Part 58 for any activities requiring such release.
2. The Grantee agrees that it will complete the Project within three years from the effective date of this CDBG Grant Agreement.
3. The Grantee agrees that it will adhere to the projection of grant expenditures by activity (Form B.1) as submitted with the application, or as amended and approved by DED.
4. The Grantee agrees to comply with the principles for determining allowable costs found in 2 CFR 200.
5. The Grantee agrees to accept responsibility for adherence to this Agreement by any and all subrecipient entities to which it makes available any portion of the Funding Assistance.
6. The Grantee agrees that any and all such amount of local funds or in-kind (force account) services or materials indicated in the attached Funding Approval form shall be equal to or greater than the amount indicated.
7. The Grantee agrees that any proposed construction-related activity budget variances (from the Funding Approval form) in excess of 10% of the amount of this Agreement or \$10,000 (whichever is a lesser amount) shall be approved by DED in writing prior to an obligation of funds for such activity; however, any variance shall be approved by the Grantee's governing body in advance of an obligation of such activity. No variance is allowed for non-construction activities, such as administration, engineering, audit, and inspection, unless approved by DED.
8. The Grantee agrees to complete the Project in its entirety and as indicated in the Funding Approval form unless amended in writing and executed by all parties to this Agreement.
9. The Grantee agrees to comply with all state or federal legal, programmatic, or administrative requirements imposed by or described in the CDBG Administrative Manual or the CDBG 2016 Guidelines. The Grantee also agrees to comply with any other requirements of the State, including special requirements of law, program requirements, and other administrative requirements. The Grantee is aware that this includes, but is not limited to, the requirement that a grant recipient must repay to the State, upon sale of the CDBG-funded real property to a non-eligible entity, a pro-rata portion of the proceeds of the sale, as set forth in the CDBG Administrative Manual. Real property, acquired or improved in whole or in part with CDBG funds, must continue to meet the CDBG national objective for a period not less than five (5) years from the date of project closeout.
10. The Grantee agrees that upon Project completion, any CDBG funds remaining from the allocation indicated in the Funding Approval form shall be returned to DED if they have been drawn to the Grantee's local depository, or cancelled if such funds have not been drawn.
11. The Grantee agrees to comply with 2 CFR 200, which governs the auditing requirements of these grant monies in accordance with the Single Audit Act of 1984 (amended 1996), and to provide DED with all required audits. The Catalog of Federal Domestic Assistance (CFDA) number for state CDBG grants is 14.228.

12. The Grantee agrees that State and HUD officials shall have full access to any documents or materials relating to this Agreement at any reasonable time.
13. The Grantee agrees that all funds received under this Agreement shall be held and used by the Grantee for the purpose of accomplishing the Project only, and none of the funds so held or received shall be diverted to any other use or purpose.
14. The Grantee agrees that any material prepared by the Grantee or persons or firms employed or contracted by the Grantee shall not be subject to copyright, and the State shall have the unrestricted authority to publish, distribute, or otherwise use, in whole or in part, any reports, data, or other material prepared under this Agreement.
15. The Grantee agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Grantee or its agents shall not be deemed an obligation by the State, and the State shall not be responsible for fulfillment of the Grantee's obligations.
16. The Grantee agrees to comply with the citizen participation requirements set out in Section 104(a) of the Act, including the State's written Citizens Participation Plan in accordance with Section 508 of the Housing and Community Development Act of 1987.
17. The Grantee agrees to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, and also agrees to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
18. Any Grantee receiving over \$100,000 in CDBG funds agrees to carry out the terms of the "Certification Regarding Government-Wide Restriction on Lobbying" attached hereto and made a part hereof by signing same.
19. The Grantee agrees to comply with all reporting requirements of the United States Dept. of Housing and Urban Development performance measurement or financial systems, including but not limited to the Disaster Recovery Grant Reporting (DRGR) system or Integrated Disbursement and Information System (IDIS). DED may suspend requests for CDBG funds by the Grantee for failure to comply with any specific requirement of reporting.
20. The Grantee agrees to comply with the policies and procedures set forth in Executive Order 96-03 for the protection of Missouri's wetlands.
21. The Grantee agrees to obtain and comply with all relevant State and/or Federal permits and licenses related to construction and operation of any development activity funded by CDBG. The Grantee agrees and understands that copies of those permits and licenses shall be made available to CDBG, DED, or HUD upon request. The Grantee acknowledges that a lack of any such applicable permit or license may restrict access by the Grantee to the Funding Assistance.
22. In the event that the Grantee has, in DED's sole discretion, failed to comply with this Agreement or any other CDBG program requirement, the Grantee shall perform any remedial actions determined appropriate by the State to correct the deficiency, which actions may include, but are not limited to:
 - a. The Grantee's repayment or reimbursement to the State or local CDBG fund (at DED's discretion) of inappropriately used CDBG funds;
 - b. The Grantee's return to the State of CDBG funds deposited at the Grantee's local financial institution;
 - c. The Grantee's return to DED or the supplier of any equipment, materials, or supplies purchased, leased, or lease purchased using CDBG funds; and
 - d. Any other actions the State deems appropriate.Such actions shall be performed by the Grantee in the time period specified by the State in writing to the Grantee. The State may also refuse the Grantee's requests for CDBG funds or take other actions as the State deems appropriate to ensure proper performance of the terms of this Agreement and compliance with CDBG requirements.
23. The State may terminate this Agreement in whole or in part, at any time, including before Project completion, whenever it is determined by the State that the Grantee has failed to comply with the conditions of this Agreement. The State shall notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. The Grantee shall not obligate the Funding Assistance in any way after the effective date of the termination of the Agreement and it shall be the Grantee's duty to take any and all legal efforts to cancel any obligations outstanding upon termination.
24. The State and Grantee each binds himself to his successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

25. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in Section 104(g) of the Act, the National Environmental Policy Act of 1969 and published in 24 CFR Part 58.
26. The Grantee agrees to comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601), Sections 104(d), 104(k), and 105(a)(11) of the Act.
27. The Grantee agrees to comply with the lead-based paint hazard control laws and regulations specified in Title X of the Housing and Community Development Act of 1992, implementing regulations at 24 CFR Part 35; State statutes governing the licensing and conduct of persons addressing lead paint at Sections 701.300 - 701.324, RSMo and Work Practice Standards at 19 CSR 30-70; and OSHA regulations at 29 CFR 1926.
28. The Grantee agrees to comply with 2 CFR 200 concerning procurement standards, except that the maximum threshold for small purchases shall remain at \$25,000 (consistent with 34 RSMo).
29. The Grantee agrees to comply with federal labor standards requirements as defined in the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Contract Work Hours and Safety Standards Act and the Missouri Prevailing Wage Law.
30. The Grantee agrees to comply with the requirements of the eVerify federal work authorization program as defined in Section 285.525(6), RSMo., with respect to employees working in connection with the activities funded by the grant.
31. The Grantee agrees that as applicable, contracting organizations and their principals are not suspended or debarred from federal procurement and non-procurement programs.
32. The Grantee agrees that any program income generated by the use of CDBG funds (including, but not limited to, sale of property acquired or constructed in whole or in part with CDBG funds) will be used for CDBG eligible activities that meet a HUD national objective, or returned to DED. Use of program income is entirely at DED discretion. The Grantee also agrees that it will inform DED of the generation of any program income after the closing of the project. Program income generated while the project remains open and active must be used for CDBG-eligible costs prior to drawing additional CDBG funds for those costs.
33. The Grantee agrees to comply with the conflict of interest provisions specified in the CDBG 2016 Guidelines.
34. The State agrees that it may, at any time, in its sole discretion, give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Grantee's obligations under this Agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purpose of the Project or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it was made.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year indicated in the Funding Approval form.

GRANTEE (CITY/VILLAGE/COUNTY):

TYPED NAME: Daniel K. Atwill
 SIGNATURE: 
 CHIEF EXECUTIVE OFFICER _____ DATE _____
 (City Mayor, Village Board Chairman, or
 Presiding County Commissioner)

STATE OF MISSOURI

TYPED NAME: _____
 SIGNATURE: _____
 Sallie Hemenway, Director _____ DATE _____
 Business and Community Services
 DEPARTMENT OF ECONOMIC DEVELOPMENT

TYPED NAME: _____
 SIGNATURE: Art Dues Interim
 ATTEST _____ DATE DKB
 (City, Village, County Clerk, or other official of the
 Grantee)

Note: The Grantee's seal must be affixed over the Grantee's signatures. If no such seal exists, it must be properly notarized. Three copies with original and typed signatures are required.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

11th

day of July

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Centralia Clinic by FACE of Boone County from 10:00 a.m. to 5:00 p.m. for the following dates for July, 2017:

- July 6 (retroactive)
- July 11
- July 13
- July 18
- July 20
- July 25
- July 27

Done this 11th day of July, 2017.

ATTEST:

Art Auer
 Art Auer
 Interim Clerk of the County Commission

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government Conference Rooms as follows:

Organization: FACC of Boone County

Address: 105 E. Ash, Ste 103

City: Columbia State: MO Zip Code: 65203

Phone: 573-711-3223 Website: fbacc@boonecounty.org

Individual Requesting Use: Chris Reynolds, Sec. Director

Facility requested: Chambers Room 301 Room 311 Room 332 Conference Room

Event: Resolving Service

Description of Use for: Speaker meeting reception FACC services it supports to families

Date(s) of Use: Every Tues & Thursday from 10am - 5pm for the month of July

Start Time of Setup: _____ AM/PM Start Time of Event: _____ AM/PM

End Time of Event: _____ AM/PM End Time of Cleanup: _____ AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms
2. To remove all trash or other debris that may be deposited by participants in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents, and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Chris Reynolds, Sec. Director

Phone Number: 573-711-3223 Date of Application: 6/28/17

Email Address: Creynolds@fbacc@boonecounty.org

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymissouri.com.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

County Clerk

DATE:

COMMISSIONER: