14-2015

### **CERTIFIED COPY OF ORDER**

| STATE OF MISSOURI             | January Sessi      | January Session of the January Adjourned T |        |         |    |    |  |
|-------------------------------|--------------------|--------------------------------------------|--------|---------|----|----|--|
| County of Boone               |                    |                                            |        |         |    |    |  |
| In the County Commission of s | aid county, on the | 15th                                       | day of | January | 20 | 15 |  |

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

Now on this day the County Commission of the County of Boone does hereby award bid 46-28OCT14 – Sale of Scrap Metal Term & Supply to Central Metals Recycling, LLC of Mexico, MO.

The 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 15th day of January, 2015.

ATTEST: Ime Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

helle. (U A

Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner

14-2015

# **Boone County Purchasing**

Elizabeth Sanders, CPPB Senior Buyer



613 E. Ash Street, Room 111 Columbia, MO 65201 Phone: (573) 886-4393 Fax: (573) 886-4390

#### **MEMORANDUM**

| TO:   | Boone County Commission                              |
|-------|------------------------------------------------------|
| FROM: | Elizabeth Sanders                                    |
| DATE: | January 8, 2015                                      |
| RE:   | RFB #46-28OCT14 – Sale of Scrap Metal- Term & Supply |

Request for Bid 46-28OCT14 – Sale of Scrap Metal opened on October 28, 2014. Two bids were received: New World Recycling and Central Metals Recycling. Public Works returned departmental recommendation for award to Central Metals Recycling, LLC of Mexico, Mo based on the higher price per ton offered and lower renewal percentages. The bid tabulation is attached.

Revenue from this contract will be deposited into Dept 2049-Public Works Administration, Account 3830- Sales.

This will be a term and supply contract with a six-month initial term and additional five (5) renewal periods, 6 months each, to be exercised separately at discretion of the County.

Attachment: bid tabulation

cc: Greg Edington, Public Works Chet Dunn, Public Works Contract File

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#### RFB 46-28OCT14 - Sale of Scrap Metal- Term and Supply

|                                                                          |                             | T                        |
|--------------------------------------------------------------------------|-----------------------------|--------------------------|
| ITEM 1                                                                   | NEW WORLD RECYCLING         | CENTRAL METALS RECYCLING |
| Base Bid                                                                 |                             |                          |
| Vendor pickup of scrap metal-                                            |                             |                          |
| Price per ton for purchase of                                            |                             |                          |
| scrap metal for 6-month period:                                          | \$110.00                    | \$187.00                 |
| Price includes roll-off container/trailer?                               | YES                         | YES                      |
| Alternate Bid                                                            |                             |                          |
| County delivery of scrap metal to vendor-                                |                             |                          |
| Price per ton for purchase of                                            |                             |                          |
| scrap metal for 6-month period:                                          | \$140.00                    | \$215.00                 |
| Location of Vendor Facility:                                             | 3804 Waco Rd., Columbia, Mo | Mexico, Mo               |
| ITEM 2                                                                   |                             |                          |
| Cooperative Purchasing?                                                  | YES                         | YES                      |
| ITEM 3                                                                   |                             |                          |
| Renewals- Indicate + or - %<br>a. Renewal 1- June 1, 2015 - Nov 30, 2015 | -10%                        | -5%                      |
| b. Renewal 2- Dec 1, 2015 - May 31, 2016                                 | -20%                        | -5%                      |
| c. Renewal 3- June 1, 2016 - Nov 30, 2016                                | -20%                        | -5%                      |
| d. Renewal 4- Dec 1,I 2016 - May 31, 2017                                | -30%                        | 0%                       |
| e. Renewal 5 - June 1, 2017 - Nov 30, 2017                               | -30%                        | 0%                       |
| ITEM 4<br>Location of Scale Site:                                        | 3804 Waco Rd., Columbia, Mo | Yard in Mexico, Mo       |

No Bid: Central States Refining Co.

#### PURCHASE AGREEMENT FOR SALE OF SCRAP METAL – TERM AND SUPPLY

**THIS AGREEMENT** dated the 15% day of 5% and 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and <u>Central Metals Recycling, LLC</u>, herein "Vendor."

**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 **Sale of Scrap Metal as Term and Supply;** County of Boone Request for Bid **46-28OCT14**, including the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and the Contractor's bid response dated October 28, 2014, and executed by Robert Reed, owner of Central Metals Recycling, LLC, as Contractor. 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 contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, County's RFB Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. *Basic Services* - The County agrees to sell to Contractor and the Contractor agrees to purchase the County of Boone's scrap metal, per the bid specifications and Vendor's bid response for, and in conformity with, the contract documents for the prices set forth in Vendor's bid response. Materials shall be available for purchase to Contractor on an "as is" and "where is" basis as needed by the County.

3. *Delivery* - Contractor agrees to remove accumulated scrap metal within two weeks notification by the County.

4. *Contract Duration* – This agreement shall commence on date of Commission Order and extend through May 31, 2015, with five (5) additional 6-month contract periods, subject to the pricing clauses in Contractor's RFB 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.

5. *Billing and Payment* - All weight tickets shall be submitted with payment check (Certified or Cashiers Check at option of the County) made payable to The Road and Bridge Fund, in advance of the removal of the property. Payment checks are to be submitted to the County Public Works Department. Tickets may only include the bid price listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be charged to the County.

6. *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.

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7. *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.

8. *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.

| CENTRAL | METALSRECYCLIN | G, LLC. |
|---------|----------------|---------|
|         | and            | ,       |
|         |                |         |

Danel title

#### **BOONE COUNTY, MISSOURI**

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM: County or

# ATTEST: Wanley S. Noren, County Clerk

#### For County Auditor signature

#### 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.)

ignature

1/8/15

2049-3830 Term and Supply Contract No encumberance required - Revenue Appropriation Account

#### **RESPONSE FORM**

#### **INVITATION FOR BIDS** FOR THE SALE OF SCRAP METAL LOCATED AT THE PUBLIC WORKS DEPARTMENT - SOUTH AND NORTH FACILITIES FOR THE COUNTY OF BOONE COLUMBIA, MISSOURI

1. The undersigned hereby offers to purchase under the terms and conditions indicated in the bid for the Sale of Scrap Metal for Boone County - Missouri:

#### **BASE BID:**

Vendor Pickup of Scrap Metal at both North and South Facility located in Boone County. Price to include roll-off container/trailer (if vendor is able to provide).

| For the sale of Scrap Metal for a six-(6) month period, I offer: \$ | 187.00 |
|---------------------------------------------------------------------|--------|
| per ton. (This price includes roll-off container/trailer: YES       | NO)    |
|                                                                     |        |

#### **ALTERNATE BID: County Delivery of Scrap Metal to Vendor Facility:**

For the sale of Scrap Metal for a six-(6) month period, I offer: \$ 215. per ton.

Location of Vendor Facility:

Mesuco-Mo.

+ or - - 0 %

Will you honor the submitted prices for purchase by other entities in Boone County who 2. participate in cooperative purchasing with Boone County, Missouri?

// Yes

No

- 3. Maximum amount of increase or decrease percentage to pricing at renewal term. Indicate either a plus or a minus sign in front of the percentage number:
  - a. Renewal 1 June 1, 2015 November 30, 2015: + or -5 %
    b. Renewal 2 December 1, 2015 May 31, 2016: + or -5 %
    c. Renewal 3 June 1, 2016 November 30, 2016: + or -5 %

  - d. Renewal 4 December 1, 2016 May 31, 2017:

Location of Scale Site: Mardan Merices Me. 4.

#### IFB #46-28OCT14 BID OPENING: Tuesday, October 28, 2014 TIME: 2:00 P.M., C.T.

| NAME OF BIDDER:                      | ENTRAL METALS RECALING LLC |
|--------------------------------------|----------------------------|
| OFFICIAL ADDRESS:                    | 11923 Hwy 54E              |
|                                      | Meyin Mo 15265             |
|                                      | 1-0336 FAX: 573 581-0717   |
| E-MAIL:HCSCH                         | RETCK 73 WHATHE COM.       |
| CHECK BELOW WHERE APPR               | OPRIATE:                   |
| ( ) Corporation- Federal Tax I.D. Nu | unber: 431693168           |
| ( Partnership Name CENT              | AL METALS DECYCLING U.C.   |
| () Individual/Proprietorship-Individ | lual Name                  |
| ( ) Other                            |                            |

The undersigned offers to furnish and deliver the articles or services as specified at the prices

and terms stated and in strict accordance with all requirements contained in the Request for

Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

IVE OF FIRM SUBMITTING BID: (Sign by Hand) AUTHORIZED REPRÈSENTA PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Title: OLONER Kobert J. LEED

#### STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

| N        | ame of Bidder:<br><u>CENTRAL METALS LECIPLING LLC</u> ROBERT<br>usiness Address: <u>11923 Hury 54E. MERICO ME U</u>                                                                                               |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| В        | isiness Address: 11923 Hury 54E. Mexico Ma                                                                                                                                                                        |
|          | hen Organized:/990                                                                                                                                                                                                |
| W<br>If  | hen Incorporated: $\frac{N/A}{4}$ 5. List federal tax identification number: $\frac{43.1693168}{1000000000000000000000000000000000000$                                                                            |
| Nι       | umber of years engaged in business under present firm name: $254$                                                                                                                                                 |
| If<br>un | you have done business under a different name, please give name and business location<br>der that name: <u>CENTRAK METALS RECYCLIANS TWC</u> .<br>11775 Himy File N. HAMIHOW TL, 61341                            |
| Pe       | rcent of work done by own staff: $10070$                                                                                                                                                                          |
| Ha       | ve you ever failed to complete any work awarded to your company? If so, where and why?                                                                                                                            |
| Ha       | ve you ever defaulted on a contract? 1/2 If so, give details:                                                                                                                                                     |
|          | t of contracts completed within the last two years for work similar in scope to that described<br>his bid, including value of each. Provide contact information for references.<br>BOONE COUNTY CITY of Colombult |
| Lis      | t of projects currently in progress: 11 11<br>Boont County [ Cityoe Columbia                                                                                                                                      |
|          | * Attach additional sheets as necessary *                                                                                                                                                                         |

#### (Please complete and return with Bid)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

#### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR **CERTIFICATION**)

The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of Federal assistance funds is unable to certify to any of (2)the statements in this certification, such prospective participant shall attach an explanation to this proposal.

10/22/14 TRAL METALS RECACING UC Name and Title of Authorized Representative

Signature

(1)

| 20       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ER       | <b>T</b>    | FI            | ¢A'           | TE (           | <b>þ</b> F | LIA        | BIL              | ITY IN                    | ISU        | RA          | NCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                      | (MM/DD/YYYY<br>/2014 |
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| TH       | IS CERTIFICATE IS ISSUE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | DAS      | A MA        | Î             | ROF           | INFORM         | ATIC       | N ONL      | Y AND            | CONFERS 1                 | VO RIGI    | ITS I       | UPON THE CERTIFIC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | TE HO                | LDER. THI            |
| CE       | ERTIFICATE DOES NOT A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | FIRMA    | <b>TIVE</b> | ĖLY (         | OR NI         | EGATIV         | ELY.       | AMEND      | . Exté           | ND OR ALT                 | ER THE     |             | VERAGE AFFORDED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | BY TH                | e policie            |
| BE       | LOW. THIS CERTIFICATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | OF IN    | VSUF        | ANC           | E DO          | es no          | ГСО        | NSTITU     | TE A C           | ONTRACT                   | BETWE      | έn τ        | he issuing insure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | R(S), A <sup>i</sup> | UTHORIZE             |
|          | PRESENTATIVE OR PROD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |             |               |               |                |            |            |                  | <u> </u>                  |            |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |                      |
| IM       | PORTANT: If the certificate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | holde    | şr i9       | an A          | DDITIO        | ONAL I         | SUR        | ED, the    | policy           | ies) must be              | endon      | ed.         | If SUBROGATION IS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | NAIVED               | i, subject f         |
|          | e terms and conditions of t                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |             |               |               | iles may       | / requ     | jire an e  | endorse          | ment. A sta               | tement     | ¢n th       | is certificate does not                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | comer                | rights to th         |
|          | rtificate holder in lieu of suc                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | an endi  | 0780        | ment          | [ <u>2]</u> . |                |            | į          |                  | <u></u>                   |            | <u></u>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      | ·                    |
|          | NUCER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1        | -           | }             |               |                | 1          | !          | CONTA            | Fred Co                   |            | <u>.</u>    | dy Lange                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                      | <u> </u>             |
|          | iburg Insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          | ; {         | 2             |               |                | !          |            | PHONE<br>(A/C. N | . Extl: (217)             | 224-7      |             | (A/C, No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ); (217) 2           | 24-6102              |
| 140      | 9 Broadway                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          | • :         |               |               |                | 1          | <b>:</b> . | E-MAIL           | ss.r lange                | efrei      | pur         | ginsurance.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                      |                      |
| ₽.0      | .Eox 1167                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1 :      | 1           |               |               |                |            | :          | 1                | INS                       | SURER(S)   | AFFOR       | DING COVERAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                      | NAIC #               |
| Qui      | ncy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | LL é     | 523(        | 96            |               |                | į.         |            |                  | RACINCÍ:                  | nnati      | \$p         | ecialty                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                      | T . —                |
| NSUL     | 14ED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |             |               | <u>-</u>      | _              | İ          |            |                  | ·                         |            |             | surance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | J                    | 18988                |
| -<br>07  | tral Metals Recyc                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ina      | т.т.        |               |               |                | •<br>•     | :          |                  |                           |            |             | oyers Mutual                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ·                    |                      |
|          | -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |             | Ŷ             |               |                |            | <u>.</u>   |                  |                           |            | TT DT       | oyers michar                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                      |                      |
| LTR      | 23 Hwy 64 East                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          | : :         |               |               |                | ļ.         |            | INSURE           |                           |            |             | · · · · ·                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                      | ╢━                   |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |             |               |               |                |            | <u>,</u>   | INSURE           | <u>R E ;</u>              | <u> </u>   |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |                      |
| Kel      | 1.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ·        | 552         |               |               |                | <u>.</u>   | 1          | INSURE           | RF:                       |            |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      | <u> </u>             |
| COV      | ERAGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | CE       | RTI         | FICA          | TENU          | JMBER          | Mas        | ter 20     | )14              |                           |            |             | <b>REVISION NUMBER:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                      |                      |
| TH       | IS IS TO CERTIFY THAT THE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | POLICI   | ES O        | F INS         | RAN           | ÇE LISTI       | ED BE      | LOW H      | WE BEE           | N ISSUED TO               | THE IN     | SURE        | D NAMED ABOVE FOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | THE PO               | LICY PERK            |
| ĊE       | CATED. NOTWITHSTANDING<br>RTIFICATE MAY BE ISSUED<br>CLUSIONS AND CONDITIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | or May   | n Pè        | RTAIN         | A) THE        | INSUR/         | NCE        | AFFORM     | DED BY           | THE POLICIE               | S_DESC     | RIBET       | D HEREIN IS SUBJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ect to<br>To all     | THE TERM             |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          | - TAC       | DESU          |               | -1             |            | 1          |                  |                           |            |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      | <u> </u>             |
| JR       | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <u> </u> | - IN        | SR W          | <u>up </u>    | PC             |            | UMBER      |                  | POLICY EFF<br>(MM/PD/YYY) |            | min         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | IITS                 | · · · ·              |
|          | GENERAL LABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |             | ;             | 11            |                |            | :          |                  | :                         |            |             | EACH OCCURRENCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 5                    | 1,000                |
| Į        | X COMMERCIAL GENERAL LIAB                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | πγ :     |             |               | II –          |                |            | i          |                  | ÷                         | l .        |             | DAMAGE TO RENTED<br>PREMISES (EB occurrence)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 5                    | 100                  |
| A        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | CUR      |             | S.            | csu           | ф <b>05516</b> | 6          | ;          |                  | 2/14/2014                 | 2/14/2     | <b>91</b> 5 | MED EXP (Any one person)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 5                    | 1                    |
| Ī        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |             |               |               |                | ľ          |            |                  | 1. · ·                    |            |             | PERSONAL & ADV INJURY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$                   | 1,000                |
| ľ        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |             |               | 11.           |                | ļ.         |            |                  |                           |            |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | - *                  | 2,000                |
| h        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          | -1          |               |               |                | ĺ.         |            |                  | :                         |            |             | GENERAL AGOREGATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                      |                      |
| ŀ        | GEN'L AGGREGATE LIMIT APPLIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1        |             |               |               |                |            |            |                  |                           |            |             | PRODUCTS - COMP/OP AGO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                      | 2,000                |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 00       |             |               | Щ             | <u> </u>       |            | <u></u>    |                  | <u> </u>                  |            |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 5                    |                      |
| 1        | AUTOMOBILE LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |             |               |               |                |            |            |                  |                           | 1          |             | COMBINED SINGLE LIMIT<br>(Ea accident)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 5                    | 1,000,               |
| в        | ANY AUTO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |             |               |               |                | l.         |            |                  |                           |            |             | BODILY INJURY (Per person)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | }\$                  |                      |
| - [      | ALL OWNED X SCHED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | hred ;   |             | k I           | 497           | 327830         | 0          |            |                  | 2/15/2014                 | ¢/15/2     | <b>ģ1</b> 5 | BODILY INJURY (Per accider                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 4) <del>2</del>      |                      |
| Ī        | X NON-O                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ANED     |             |               |               |                | 1          |            |                  | 1                         | ]          |             | PROPERTY DAMAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 8                    |                      |
| ŀ        | HIRED AUTOS AUTOS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |             |               |               |                | 1          |            |                  |                           |            |             | (Per accident)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                      | <u> </u>             |
| -1       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          | ╾╂╧         |               | ┿╁╾╍╍         |                | -          | <u>.</u>   |                  |                           |            | -           | Underinsured motorist Bi split                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                      | <u>+-</u>            |
| ŀ        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | CUR      |             |               |               |                |            | i          |                  |                           |            |             | EACH OCCURRENCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$                   | <u> </u>             |
| _        | EXCESS LIAB                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | UM8-MAL  | DE          |               | 11            |                | į          | ł          |                  |                           | 1          |             | AGGREGATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$                   |                      |
|          | DED RETENTIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |             |               | Ц             |                | l          | :          |                  |                           |            |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 5                    |                      |
| 2        | Workers Compensation<br>And Employers' Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |             |               | MARIN         | 201175         | 611        |            |                  | 1/17/2014                 | 1/17/2     | 913         | WC STATU- OTI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1 - T                |                      |
|          | ANY PROPRIETOR/PARTNER/EXECU                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          | _           |               |               |                |            |            |                  |                           |            |             | E.L. EACH ACCIDENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$                   | 500                  |
|          | OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NH)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |             | <b>A</b>      |               |                |            |            |                  |                           |            | í –         | EL DISEASE - EA EMPLOY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                      | 500                  |
|          | If yes, describe under<br>DESCRIPTION OF OPERATIONS bac                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |          |             |               |               |                | i'<br>E    |            | •                |                           |            |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | _                    |                      |
| +        | DESCRIPTION OF OPERATIONS Day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |             |               | ·/·/          | ·<br>          | -11        |            |                  | <u> </u>                  | <u> </u>   |             | EL DISEASE - POLICY LIM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <u>I.I.S.</u>        | 500                  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |             |               |               |                |            |            |                  |                           |            |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | l                    |                      |
| ł        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |             |               |               |                |            |            |                  |                           | 1          |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | l                    |                      |
| _        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ;        |             |               |               | <u> </u>       |            | <u>í</u>   |                  |                           |            |             | · · · · · · · · · · · · · · · · · · ·                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                      |                      |
| SC       | RIPTION OF OPERATIONS / LOCATIONS / LOCATI | NS / VEI | HCLE        | (Atte         | ch ACO        | RD 101, A      | dition     | l Remarie  | s Scheduli       | , it more space i         | 8 required | 1 _         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |                      |
|          | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | is an    | ACI         | <u>11.5.1</u> | .onal         | Insu           | red        | as pe      | rtain            | s to Gene                 | ral L      | i api       | lity and Automo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | bile ]               | Liabili              |
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#### SALE OF SURPLUS PROPERTY

#### **INVITATION FOR BIDS**

#### FOR THE

#### SALE OF SCRAP METAL

#### AT BOONE COUNTY

#### PUBLIC WORKS SOUTH AND NORTH FACILITY

#### FOR THE

#### **COUNTY OF BOONE**

#### **COLUMBIA, MISSOURI**

#### IFB #46-28OCT14

#### **BID OPENING DATE: Tuesday, October 28, 2014**

#### TIME: 2:00 P.M. Central Time

Prepared by:

Elizabeth Sanders, CPPB Senior Buyer County of Boone - Missouri 613 E. Ash St, Room 111 Columbia, MO 65201 Telephone: (573) 886-4393 Fax: (573) 886-4390 E-Mail: <u>lsanders@boonecountymo.org</u>

#### I. INTRODUCTIONS AND GENERAL CONDITIONS OF BIDDING

**INVITATION** – The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Primary Specifications.

#### **DEFINITIIONS**

**County** – This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

*Purchasing* – The Purchasing Department, including its Purchasing Director and staff. *Department/s or Office/s* – The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

*Designee* – The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

**Bidder / Contractor / Supplier** – These terms refer generally to businesses having some sort of relations to or with us. The tem may apply differently to different classes of entities, as the context will indicate.

*Bidder* – Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

*Contractor* – The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business/entities which may provide the subject goods and/or services.

**Bid** – This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation for Bid" is used when the need is well defined. An "Invitation for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

Response – The written, sealed document submitted according to the Bid instructions.

**BID CLARIFICATION** – Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.

**Bidder Responsibility** – The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

#### **County of Boone**

**Bid Addendum** – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.

**AWARD** – Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the most effective and beneficial outcome that meets the County needs as interpreted by the County.

**CONTRACT EXECUTION** – This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

**Precedence** – In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.

**COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** – Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a copy of which is attached to this Bid.

II. <u>RESPONSE PRESENTATION AND REVIEW</u>

**BIDS-** Sealed bids will be received by the County of Boone - Missouri for the Sale of Scrap Metal located at the Public Works Department South Facility and Boone County Public Works Department North Facility, Columbia, Missouri. <u>Bidders shall hold their bids firm for a period of six (6) months from date of award.</u>

**BID FORM-** Attached hereto is a Response Form to be used for the submission of requested information. The Purchasing Department of Boone County must receive the Bid Form no later than Tuesday, October 28, 2014 by 2:00 P.M., Central Time. The bid must be sealed and clearly addressed to Boone County Purchasing, 613 E. Ash Street, Room 111, Columbia, MO 65201 with a notation of the sealed envelope marked "46-280CT14 – Sale of Scrap Metal"

**RESPONSE CONTENT** – In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A". Manufacturer's published specifications for the items requested shall be included with the response.

**PRICING-** All prices shall be as indicated on the Response Form. County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.

**SUBMITTAL OF RESPONSES** – Responses MUST be received by the date and time notes on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier. **Advice of Award** – If you wish to be advised of the outcome of this Bid, the results may be viewed on the County's web page at www.showmeboone.com.

**BID OPENING** – On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.

**Removal from Vendor Database** – If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reason for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

**RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

WITHDRAWAL OF BIDS- Any bidder may withdraw their bid at anytime prior to the scheduled closing time for the receipt of bids, but no bidder may withdraw their bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids. Only letters, e-mails and other written requests for corrections of a previously submitted bid which are addressed in the same manner as bids and are received by the County prior to the scheduled closing time for the receipt of bids will be accepted.

**EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the best possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contract selected appears to offer the best overall solution for our current and anticipated needs at the best possible cost.

**Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.

Acceptability – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

**Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

**AWARD-** The County shall make award to the highest and responsive bid. The County reserves the right to reject any and all bids and to waive informalities in bids.

**CONTRACT DOCUMENTS-** The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

#### County of Boone

III.

#### PRIMARY SPECIFICATIONS

#### **DESCRIPTION**:

Boone County generates approximately 100 tons of scrap metal annually. The scrap metal consists mostly of old culvert pipe, fittings, brake drums, aluminum signs, steel posts, and tire rims.

The stated quantities are estimated based on historical scrap quantities generated at the County. The quantities are provided for comparison of bid prices only and are not intended to be a guarantee of future quantities.

#### TERMS OF SALE:

- A. The material for sale is offered on an "as is" and "where is" basis, and the County makes no guarantee as to its condition.
- B. Contract Duration: The Contract period shall be from date of award through May 31, 2015. The contract may be extended beyond the expiration date for five (5) additional 6-month periods, each period exercised separately by County of Boone at its discretion, final expiration November 30, 2017.
- C. **Payments**: At the option of the County, the Purchase Price shall be paid by a Certified or Cashiers Check, payable without condition to "The Road and Bridge Fund", in advance of the removal of the property. If payment is not made within the specified time, the property shall then become the property of the County and the bid will be considered void. Weight tickets shall be submitted with payment check.
- D. It is understood by bidder in submitting a bid that the bidder is responsible for viewing the material for sale and discovering the procedures required for the removal of such. To arrange for a visit to either the South Facility (5551 S Tom Bass Rd, Columbia, Mo 65201) or North Facility (5501 N. Oakland Gravel Rd, Columbia, Mo 65201) of Public Works, please contact Greg Edington at (573) 449-8515.

#### BASE BID

A. The County will accumulate scrap metal throughout the contract period. The Contractor may be required to remove accumulated scrap metal quarterly and within two (2) weeks of notification by the County.

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- B. The contractor shall be responsible for removing the material for sale from County property, including all related costs. County personnel will assist the contractor in the loading of the material onto the bidder's truck.
- C. During each visit to remove scrap metal, the contractor shall weigh in and weigh out at an agreed upon scale site. Please state your scale site location on the Response Form. The contractor will be paid based on the net weight of scrap metal removed.
- D. The contractor shall assume full responsibility for damage to County property during the removal of the material for sale. Repairs of any damage shall be completed to the County's satisfaction. If repairs are not done to the County's satisfaction, the County reserves the right to procure the services of a qualified vendor and the contractor shall reimburse the County for the cost of the repairs.
- E. Removal must be scheduled a minimum of one (1) day in advance. Removal operations shall occur during normal working hours only, 8:00 a.m. to 4:00 p.m. on workdays, Monday through Friday, and shall not interfere with the operations of the Public Works Department or any other County entity.

#### ALTERNATE BID

A. The County will accumulate scrap metal throughout the contract period. The County will deliver the accumulated scrap metal to the contractor's facilities.

IV.

BOONE COUNTY INSURANCE REQUIREMENTS

The successful Contractor will be required to comply with the following insurance requirements:

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

**Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

**Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**. The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.

**COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

**Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

#### V.

#### INDEMNITY AGREEMENT

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

#### VI. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn

9

affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

V∏.

#### DEBARMENT and SUSPENSION

Bidder agrees to comply with regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

#### **RESPONSE FORM**

#### INVITATION FOR BIDS FOR THE SALE OF SCRAP METAL LOCATED AT THE PUBLIC WORKS DEPARTMENT – SOUTH AND NORTH FACILITIES FOR THE COUNTY OF BOONE COLUMBIA, MISSOURI

1. The undersigned hereby offers to purchase under the terms and conditions indicated in the bid for the Sale of Scrap Metal for Boone County - Missouri:

#### **BASE BID:**

Vendor Pickup of Scrap Metal at both North and South Facility located in Boone County. Price to include roll-off container/trailer (if vendor is able to provide).

For the sale of Scrap Metal for a six-(6) month period, I offer: \$\_\_\_\_\_\_per ton. (This price includes roll-off container/trailer: YES \_\_\_\_\_ NO\_\_\_\_)

#### ALTERNATE BID: County Delivery of Scrap Metal to Vendor Facility:

For the sale of Scrap Metal for a six-(6) month period, I offer: \$\_\_\_\_\_\_ per ton.

Location of Vendor Facility: \_\_\_\_\_

2. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

| Yes | No |
|-----|----|
|     |    |

3. Maximum amount of increase or decrease percentage to pricing at renewal term. Indicate either a plus or a minus sign in front of the percentage number:

| a. | Renewal 1 – June 1, 2015 – November 30, 2015: | + or     | % |
|----|-----------------------------------------------|----------|---|
| b. | Renewal 2 – December 1, 2015 – May 31, 2016:  | + or     | % |
| c. | Renewal 3 – June 1, 2016 – November 30, 2016: | + or     | % |
| d. | Renewal 4 - December 1, 2016 – May 31, 2017:  | + or     | % |
| e. | Renewal 5 - June 1, 2017 – November 30, 2017: | + or ~ _ | % |
|    |                                               |          |   |

4. Location of Scale Site: \_\_\_\_\_

#### IFB #46-280CT14 BID OPENING: Tuesday, October 28, 2014 TIME: 2:00 P.M., C.T.

| NAME OF BIDDER:                              |       |
|----------------------------------------------|-------|
| OFFICIAL ADDRESS:                            |       |
|                                              |       |
| PHONE NUMBER:                                | _FAX: |
| E-MAIL:                                      |       |
| CHECK BELOW WHERE APPROPRIATE:               |       |
| () Corporation- Federal Tax I.D. Number:     |       |
| () Partnership Name                          |       |
| () Individual/Proprietorship-Individual Name |       |
| ( ) Other                                    |       |
|                                              |       |

The undersigned offers to furnish and deliver the articles or services as specified at the prices

and terms stated and in strict accordance with all requirements contained in the Request for

Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

AUTHORIZED REPRESENTATIVE OF FIRM SUBMITTING BID: (Sign by Hand)

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

\_Title: \_\_\_\_\_

#### STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

| 1.  | Name of Bidder:                                                                                                                                                                        |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.  | Business Address:                                                                                                                                                                      |
| 3.  | When Organized:                                                                                                                                                                        |
| 4.  | When Incorporated:5. List federal tax identification number:<br>If not incorporated, state type of business (sole proprietor, partnership, or other)                                   |
| 6.  | Number of years engaged in business under present firm name:                                                                                                                           |
| 7.  | If you have done business under a different name, please give name and business location<br>under that name:                                                                           |
| 8.  | Percent of work done by own staff:                                                                                                                                                     |
| 9.  | Have you ever failed to complete any work awarded to your company? If so, where and why?                                                                                               |
| 10. | Have you ever defaulted on a contract? If so, give details:                                                                                                                            |
| 11. | List of contracts completed within the last two years for work similar in scope to that described<br>in this bid, including value of each. Provide contact information for references. |
| 12. | List of projects currently in progress:                                                                                                                                                |

\* Attach additional sheets as necessary \*



Boone County Purchasing 613 E. Ash, Room 111 Columbia, MO 65201 Elizabeth Sanders, CPPB (573) 886-4393–Fax: (573) 886-4390

#### "NO BID RESPONSE FORM"

# NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not wish to respond to this Invitation for Bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

### Bid: 46-28OCT14 - Sale of Scrap Metal

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

Reason(s) for not bidding:

#### **INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnexto id=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110Vg nVCM1000004718190aRCRD

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.

#### WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

| County of | )   |
|-----------|-----|
|           | )ss |
| State of  | _ ) |

My name is \_\_\_\_\_\_\_. I am an authorized agent of \_\_\_\_\_\_ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant

Date

Printed Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Notary Public

#### **CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

| 1. | I have provided a copy of documents showing citizenship or lawful<br>presence in the United States. (Such proof may be a Missouri driver's<br>license, U.S. passport, birth certificate, or immigration documents). Note:<br>If the applicant is an alien, verification of lawful presence must occur prior<br>to receiving a public benefit. |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. | I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.                                                                                                                                                                                                               |
| 3. | I have provided a completed application for a birth certificate pending in<br>the State of Qualification shall terminate upon receipt<br>of the birth certificate or determination that a birth certificate does not<br>exist because I am not a United States citizen.                                                                       |

Applicant

Date

Printed Name

#### AFFIDAVIT (Only Required for Individual Bidder Certification Option #2)

State of Missouri ) )SS. County of \_\_\_\_\_ )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number or Other Federal I.D. Number Printed Name

On the date above written \_\_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

#### (Please complete and return with Bid)

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, <u>Federal Register</u> (pages 19160-19211).

# (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date



Boone County Purchasing 613 E. Ash, Room 111 Columbia, MO 65201

Standard Terms and Conditions

Elizabeth Sanders, Senior Buyer Phone: (573) 886-4393 – Fax: (573) 886-4390

- 1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
- 2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an itemby-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
- 5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

- 10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
- 11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 12. No bid transmitted by fax machine or e-mail will be accepted.
- 13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
- 15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
- 18. For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
- 19. **Equipment and serial and model numbers -** The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

#### JASON KANDER

MISSOURI SECRETARY OF STATE

### MISSOURI ONLINE BUSINESS FILING



Limited Liability Company Details as of 11/3/2014

| Fees & Forms                    | Required Field                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FAQ                             | If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Corporations Home               | To file a registration report, click the FILE REGISTRATION REPORT button. To order copies or certificates, click the COPIES/CERTIFICATES button.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Business Outreach Office</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| UCC Filings                     | RETURN TO Select filing from the list. FILE ONLINE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Corporation Filings             | ORDER COPIES/                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| SOS Home                        | CERTIFICATES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Contact Us                      | General Information Filings Address Contact(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                 | Name(s) CENTRAL METALS RECYCLING, L.L.C. Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                 | Type Limited Liability Company Charter No. LC0001653                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                 | Domesticity Domestic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                 | Registered Agent ROBERT JOSEPH REED Status Active<br>HIGHWAY 54 EAST<br>MEXICO, MO 65265                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                 | Date Formed 10/3/1994                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                 | Duration 09/01/2040                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                 | Managed by                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                 | The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness,<br>completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the<br>Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty,<br>expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or<br>process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at<br>any time without notice. |

#### Search Results

#### Current Search Terms: central\* metals\* recycling\* l.l.c.\*

| records found for current search. |                                                          |
|-----------------------------------|----------------------------------------------------------|
|                                   | Search                                                   |
|                                   | <u>Results</u>                                           |
|                                   | Entity                                                   |
|                                   | Exclusion                                                |
|                                   | Search                                                   |
|                                   | Filters                                                  |
|                                   | By Record<br>Status                                      |
| ς                                 | By<br>Functional<br>Area - Entity<br>Management          |
|                                   | By<br>Functionai<br>Area -<br>Performance<br>Information |

SAM | System for Award Management 1.0

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



11/3/2014

ttps://www.sam.gov/portal/SAM/?navigationalstate=JBPNS\_rO0ABXdcACJqYXZheC5mYWNlcy5w...

15-2015

## **CERTIFIED COPY OF ORDER**

| STATE OF MISSOURI                      | January Session of the January Adjourned |      |        |         | Term. 20 | 15 |
|----------------------------------------|------------------------------------------|------|--------|---------|----------|----|
| County of Boone                        |                                          |      |        | _       |          |    |
| In the County Commission of said count | y, on the                                | 15th | day of | January | 20       | 15 |

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 27-19JUN14 – Duplicating Services.

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

Done this 15th day of January, 2015.

ATTEST:

Wendy S. Noten Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill Presiding Commissioner

Karen M. Miller District I Commissioner

Japet M. Thompson -District II Commissioner

15-2015

# **Boone County Purchasing**

Elizabeth Sanders, CPPB Senior Buyer



613 E. Ash Street, Room 111 Columbia, MO 65201 Phone: (573) 886-4393 Fax: (573) 886-4390

#### **MEMORANDUM**

| TO:   | Boone County Commission                                           |
|-------|-------------------------------------------------------------------|
| FROM: | Elizabeth Sanders 7                                               |
| DATE: | January 8, 2015                                                   |
| RE:   | Contract Amendment Number One to 27-19JUN14- Duplicating Services |

Contract 27-19JUN14 – Duplicating Services was approved in Commission on July 23, 2013, Commission Order 331-2013. The attached amendment provides for additional item prices to the contract, specifically:

| 4.7.16.3. | Business Cards, printed on white linen of any style (Classic or other) and using <i>OTHER</i> than black ink: $$12.00$ 'add on' cost per box of 250; $$15.00$ 'add on' cost per box of 500 |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.7.18.   | Letterhead on 8.5 x 11 white linen of any style (Classic or other) printed in <b>black</b> ink, for following prices:                                                                      |
| 4.7.18.2. | 24 lb. <u>\$116.00</u> /1000 each; <u>\$125.00</u> /2500 each; <u>\$345.00</u> /5000 each                                                                                                  |
| 4.7.18.4. | ADD ON cost for using <i>OTHER</i> than black ink:<br>24 lb. <u>\$11.00</u> /1000 each; <u>\$17.00</u> /2500 each; <u>\$25.00</u> /5000 each                                               |

cc: Contract File

#### Commission Order: <u>15-2015</u> **CONTRACT AMENDMENT #1 DUPLICATING SERVICES**

The Contract Agreement 27-19JUN14 dated July 23, 2013 made by and between Boone County, Missouri and Mail & More, Inc. d/b/a Direct Impaqt, AKA Brake Printing, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADDED** are the following pricing items to this contract:

#### MISCELLANEOUS PRINTING

4.7.16.3. Business Cards, printed on white linen of any style (Classic or other) and using OTHER than black ink:

<u>\$12.00</u> 'add on' cost per box of 250; \$15.00 'add on' cost per box of 500

Letterhead on 8.5 x 11 white linen of any style (Classic or other) printed in **black** ink, for following prices: 4.7.18.

4.7.18.2. 24 lb. \$116.50/1000 ea; \$125.00/2500 ea; \$345.00/5000 ea

4.7.18.4. ADD ON cost for using OTHER than black ink:

24 lb. <u>\$11.00</u>/1000 ea; <u>\$17.00</u>/2500 ea; <u>\$25.00</u>/5000 ea

Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

MAIL & MORE, INC., d/b/a DIRECT IMPAQT aka BRAKE PRINTING Signature - Printy Title: V Opuahus

APPROVED AS TO FORM:

County Couns

#### AUDITOR CERTIFICATION

**BOONE COUNTY, MISSOURI** 

by: **Boone** County Commission

Daniel K. Atwill, Presiding Commissioner

ATTEST

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.)

> County wide Term and Supply June Pitchford by 19 01/69/15 Date

Signature

Appropriation Account

16 -2015

# **CERTIFIED COPY OF ORDER**

| STATE OF MISSOURI                       | January Session of the January Adjourned | <b>Term. 20</b> 15 |
|-----------------------------------------|------------------------------------------|--------------------|
| County of Boone                         |                                          |                    |
| In the County Commission of said county | y, on the 15th day of January            | <b>20</b> 15       |

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 order authorizing the offering for sale of Special Obligation Bonds (Emergency Communications Center Project), Series 2015, of Boone County, Missouri; and authorizing and approving certain documents and actions in connection with the issuance.

Done this 15th day of January, 2015.

ATTEST: Wendy S. Nøren

Clerk of the County Commission

M

Daniel K. Atwill Presiding Commissioner

Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner

AN ORDER AUTHORIZING THE OFFERING FOR SALE OF NOT TO EXCEED \$14,000,000 PRINCIPAL AMOUNT OF SPECIAL OBLIGATION BONDS (EMERGENCY COMMUNICATIONS CENTER PROJECT), SERIES 2015 OF BOONE COUNTY, MISSOURI AND APPROVING CERTAIN DOCUMENTS RELATED THERETO.

WHEREAS, Boone County, Missouri (the "County"), is a county of the first class and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the constitution and laws of the State of Missouri; and

WHEREAS, the County is authorized under the provisions of Article VI, Section 26(a) of the Constitution of Missouri, as amended, and Sections 49.520 to 49.580, of the Revised Statutes of Missouri, as amended (the "Act"), to acquire land and purchase and construct buildings and appurtenances to be used for proper county purposes and to borrow money and issue negotiable bonds when authorized by an order of the governing body of the County; and

WHEREAS, on April 2, 2013, voters of the County authorized the County to impose a new county-wide sales tax not to exceed three-eighths of one percent for the limited purposes of providing funding for a County-wide joint communications and dispatch center (the "Emergency Communications Center"), and for the funding of emergency management services, including the acquisition, improvement, construction, and equipping of facilities for said purposes and operating the same; and

WHEREAS, the County expects to finance the costs of the improvement, construction, and equipping of facilities related to the Emergency Communications Center (the "Project") with the proceeds of tax-exempt bonds and use revenues of the new county-wide sales tax to make debt service payments on such bonds, subject to appropriation by the County Commission on an annual basis; and

WHEREAS, the County now proposes to issue a series of special obligation bonds, in an aggregate principal amount of not to exceed \$14,000,000 (the "Bonds"), to provide funds to pay the costs of the improvement, construction, and equipping of the Project;

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

Section I. The County is hereby authorized to offer at competitive public sale not to exceed \$14,000,000 principal amount of Special Obligation Bonds (Emergency Communications Center Project), Series 2015 (the "Bonds"), as described in the Notice of Bond Sale attached hereto as Exhibit A.

**Section 2.** The Treasurer is hereby authorized and directed to receive facsimile or electronic bids for the purchase of the Bonds on January 22, 2015, upon the terms and conditions set forth in the Notice of Bond Sale, and to deliver all bids so received to the County Commission at its meeting to be held at 1:30 P.M. on said date, at which meeting the County Commission shall review such bids and shall award the sale of the Bonds or reject all bids.

Section 3. The Notice of Bond Sale is hereby approved in substantially the form attached hereto as Exhibit A, and the Presiding Commissioner is hereby authorized to execute such Notice of Bond Sale, with such changes and additions thereto as such officials shall deem necessary or appropriate, and to use such document in connection with the public sale of the Bonds.

Section 4. The Preliminary Official Statement is hereby approved in substantially the form attached hereto as **Exhibit B**, and the Presiding Commissioner is hereby authorized to execute such Preliminary Official Statement, with such changes and additions thereto as such official shall deem necessary or appropriate, and to use such document in connection with the public sale of the Bonds.

Section 5. For the purpose of enabling the original purchaser of the Bonds to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the appropriate officers of the County are hereby authorized, if requested, to provide the original purchaser a letter or certification to the effect that the County deems the information regarding the County contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the original purchaser to comply with the requirements of such Rule.

**Section 6.** The County agrees to provide to the original purchaser of the Bonds, within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the original purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the original purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 7. The County hereby authorizes and empowers the officers and representatives of the County to do all such acts and things and to execute, acknowledge and deliver all such documents as may in their discretion be deemed necessary or desirable in order to carry out or comply with the terms and provisions of this Order in connection with the structure and sale of the Bonds. All of the acts and undertakings of such officers and representatives which are in conformity with the intent and purposes of this Order, whether heretofore or hereafter taken or done shall be and the same are hereby in all respects, ratified, confirmed and approved.

Section 8. This Order shall be in full force and effect from and after its adoption.

Done this  $\underline{15}^{\text{TR}}_{\text{day of January, 2015.}}$ 

ATTEST:

ren

Wendy S. Noren Clerk of the County Commission

Daniel K. Atwill ' Presiding Commissioner

Karen M. Miller District I Commissioner

Janet M. Thompson <u>District II Commissioner</u>

#### NOTICE OF BOND SALE

# \$13,605,000\* BOONE COUNTY, MISSOURI SPECIAL OBLIGATION BONDS (EMERGENCY COMMUNICATIONS CENTER PROJECT) SERIES 2015

**Proposals.** Facsimile and electronic proposals for the purchase of \$13,605,000\* principal amount of Special Obligation Bonds (Emergency Communications Center Project), Series 2015 (the **"Bonds"**) herein described, of Boone County, Missouri (the **"County"**), will be received, in the case of facsimile bids at (913) 312-8053, and in the case of electronic bids, on the Columbia Capital Auction website, http://www.columbiacapitalauction.com (**"Columbia Capital Auction"**). Proposals for the purchase of the Bonds will be received until

# 9:00 A.M. Central Standard Time (the "Submittal Hour")

#### on THURSDAY, JANUARY 22, 2015 (the "Sale Date").

Bids on the Bonds will be opened at the Submittal Hour at the offices of the County Commission of the County and will be awarded preliminarily, subject to County Commission approval, on the Sale Date by 11:00 a.m. CST. Final approval is expected by the County Commission at its January 22, 2015 regular meeting. Unless all bids are rejected, award will be made to the bidder offering the *lowest* TIC (as hereinafter defined) to the County. After bid opening, the Treasurer will notify the bidder providing the apparent low bid. Bids will not be accepted via any other method of delivery (e.g., no telephonic or hand-delivered bids).

The risk of failure to access the facsimile number or bidding website prior to the Submittal Hour is solely upon the party making the proposal and not the County or the Financial Advisor (as hereinafter defined). Any bidder submitting a bid acknowledges that neither the County nor the Financial Advisor assume any liability or responsibility for any inscribing or transmittal error in connection with such bid.

Authority, Purpose and Security. The Bonds are being issued pursuant to the Constitution and laws of the State of Missouri for the purpose of, together with other funds of the County, (i) providing funds to construct, furnish and equip a consolidated 911 Call Center, Office of Emergency Management and Emergency Operations Center, known collectively as the Emergency Communications Center (ECC) in the County and (ii) paying costs and expenses incident to the issuance of the Bonds. The Bonds will be payable solely from amounts appropriated by the County in each fiscal year out of the income and revenues provided for such fiscal year plus any unencumbered balances for previous years. *The taxing power of the County is not pledged to the payment of the principal of the Bonds or the interest thereon.* 

<sup>&</sup>lt;sup>\*</sup> Preliminary, subject to change.

**Terms of the Bonds**. The Bonds will consist of fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. The Bonds will be dated the date of delivery and will become due in principal installments on the maturity dates as follows:

# MATURITY SCHEDULE<sup>\*</sup>

| <u>Due: April 1</u> | <u>Principal Amount</u> | <u>Due: April 1</u> | Principal Amount |
|---------------------|-------------------------|---------------------|------------------|
| 2015                | \$675,000               | 2025                | \$660,000        |
| 2016                | 580,000                 | 2026                | 680,000          |
| 2017                | 585,000                 | 2027                | 695,000          |
| 2018                | 590,000                 | 2028                | 715,000          |
| 2019                | 595,000                 | 2029                | 730,000          |
| 2020                | 600,000                 | 2030                | 755,000          |
| 2021                | 610,000                 | 2031                | 775,000          |
| 2022                | 620,000                 | 2032                | 795,000          |
| 2023                | 635,000                 | 2033                | 820,000          |
| 2024                | 645,000                 | 2034                | 845,000          |

The Bonds will bear interest from the date thereof at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on April 1 and October 1 in each year, beginning on April 1, 2015.

Any bidder electing to designate a maturity of term bonds shall specify the current serial bonds by year of maturity that are to comprise the term bonds. The final year designated shall be deemed the year of maturity of the term bonds. Term bonds shall be subject to mandatory sinking fund redemption by lot in the amounts currently specified for the serial bonds, at a redemption price of 100% of the principal amount thereof.

For purposes of computing the true interest cost (as hereinafter defined) and awarding the Bonds, the maturity of such term bonds shall be treated as if the amounts subject to mandatory sinking fund redemption are equal to the amounts and mature on the dates currently specified as serial bonds.

**Place of Payment.** The principal of each Bond will be payable at maturity to the registered owner upon presentation and surrender of such Bond at the principal office of UMB Bank, N.A., St. Louis, Missouri (the **"Paying Agent"**). Interest on each Bond will be paid by check or draft mailed by the Paying Agent to the Registered Owner of such Bonds as shown on the registration books of the County maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the calendar month next preceding such interest payment date.

The Bonds will be issued as registered Bonds in book entry only form. The Depository Trust Company, New York, New York ("DTC"), or its nominee, Cede & Co., will act as securities depository for the Bonds. For as long as the Bonds are registered in book entry form, purchases of the Bonds will be made in book entry only form. Payments of the principal of and interest on the Bonds will be made directly to Cede & Co. as long as DTC is the registered owner of the Bonds. Disbursement of such payments to the beneficial owners of the Bonds is the responsibility of the DTC Participants.

<sup>\*</sup> Preliminary, subject to change.

It shall be the obligation of the Successful Bidder (as hereinafter defined) to furnish to DTC an underwriter's questionnaire. It shall be the obligation of the Successful Bidder to qualify the Bonds, if such qualification is necessary, in the jurisdictions in which it intends to reoffer the Bonds.

**Optional Redemption**. As provided in the Official Statement, at the option of the County, the Bonds are subject to optional redemption and payment prior to their Stated Maturity, on April 1, 2023, and thereafter, in whole at any time or in part on any date in any order of maturity selected by the County and by lot in multiples of \$5,000 within a maturity, or in such equitable manner as the Paying Agent may determine at a redemption price of 100% of the principal amount being redeemed, without premium, together with accrued interest thereon to the date of redemption.

**Submission of Bids.** Bids may be submitted on the Columbia Capital Auction website at http://www.columbiacapitalauction.com or by facsimile. Bids will not be accepted in any other manner. Faxed bids must be made on forms provided by the County or its Financial Advisor. Bids submitted by facsimile should not be preceded by a cover sheet and should be sent only once to the following number: (913) 312-8053. A bidder may confirm receipt of its facsimile bid by calling the Financial Advisor at (913) 248-8500.

To place an electronic bid, the bidders must first visit the Columbia Capital Auction website http://www.columbiacapitalauction.com where, if they have never registered with Columbia Capital Auction, MuniAuction, or any other website powered by Grant Street Group, they can register and then request admission to bid on the Bonds. There is no charge for registration with Columbia Capital Auction. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only FINRA registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. The Financial Advisor will determine whether any request for admission is granted. Bids must be received by the undersigned prior to the Submittal Hour accompanied by the Deposit (as hereinafter defined), which may be submitted separately, provided such Deposit is received by the County prior to the Submittal Hour. The County shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. The County reserves the right to waive irregularities and to reject any or all bids. Bids received after the Submittal Hour will be destroyed.

Good Faith Deposits. Each bid for the Bonds shall be accompanied by a good faith deposit (the "Deposit") in the form of (1) a certified or cashier's check, (2) a financial surety bond *or* (3) a wire transfer, in the amount of \$272,000, which is approximately 2% of the principal amount of the Bonds, payable to the order of Boone County, Missouri.

If a financial surety bond is used, it must be from an insurance or surety company licensed to issue such a bond in the State of Missouri and is rated "AA-" by Standard & Poor's Ratings Group or "Aa3" by Moody's Investors Service, Inc., or higher, and such bond must be submitted to the County prior to the Submittal Hour. The financial surety bond must identify each bidder whose Deposit is guaranteed by such financial surety bond. If the Bonds are awarded to a bidder using a financial surety bond, that bidder is required to submit its Deposit to the County in form of a cashier's check (or wire transfer of such amount as instructed by the County) not later than 2:00 P.M., local time on the next business day following the Sale Date. If such Deposit is not received by that time, the financial surety bond may be drawn by the County to satisfy the Deposit requirements.

If a wire transfer is used, a bidder may wire the Deposit to the County to the account shown below, **not later than the Submittal Hour**. Upon initiation of a wire transfer, the bidder shall promptly send notice of such wire transfer to the Financial Advisor, attention Jeff White (jwhite@columbiacapital.com) and Adam Pope (apope@columbiacapital.com).

Wire Instructions for the Deposit:

Bank Name: Boone County National Bank ABA Number: 081500859 Account: 750073921 Acct Name: TR Investment Account

No interest on the Deposit will accrue to the Successful Bidder (defined below). The Deposit will be applied to the purchase price of the Bonds. In the event the Successful Bidder shall fail to comply with the terms of its bid, the Deposit will be forfeited as full and complete liquidated damages.

After the award is made, the Deposits of the unsuccessful bidders will be returned forthwith. Deposits wired to the County by unsuccessful bidders will be returned via wire as soon as practical following completion of the bidding. Unsuccessful bidders desiring a return of the Deposit via wire must send wire instructions to the Financial Advisor, attention Jeff White (jwhite@columbiacapital.com) and Adam Pope (apope@columbiacapital.com), by the applicable Submittal Hour. An unsuccessful bidder's failure to provide return wire instructions will likely result in a delay in the return of their Deposit.

**Conditions of Bids.** Bids will be received on the Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) each bid shall be for all of the Bonds; (b) each interest rate specified shall be a multiple of 1/8th or 1/100th of 1%, or both; and (c) the same interest rate shall apply to all Bonds of the same maturity. No supplemental interest payments will be authorized. No bid shall be for a price less than 98% of the principal amount of all of the Bonds and accrued interest, if any, thereon to the date of delivery. For Bonds maturing on and after April 1, 2024, no price below 98% will be accepted for any maturity. Each bid shall specify the total interest cost (expressed in dollars) during the life of the Bonds on the basis of such bid and the original issue discount or premium, if any, offered by the bidder. Each bid shall also specify the true interest cost to the County on the basis of such bid to a delivery date of February 4, 2015. Each bidder agrees that, if it is awarded the Bonds, it will provide to the County the certification as to issue prices described under the caption "Certification as to Offering Prices" in this Notice of Bond Sale (this "Notice").

**Basis of Award**. Following the opening of the bids for the Bonds, the low bidder (the "Successful Bidder") will be designated by a representative of the County. The Successful Bidder will be the bidder whose bid will result in the lowest "true interest cost" ("TIC"), determined as follows: the TIC is that annual interest rate which, when used to compute the present value of all scheduled payments of principal and interest on the Bonds as of the settlement date, produces an amount equal to the purchase price of the Bonds. The purchase price of the Bonds shall be the aggregate purchase price bid plus accrued interest, if any, and present value shall be computed on the basis of semiannual compounding and a 360-day year consisting of twelve 30-day months to the date of delivery.

No bidder will be designated as the Successful Bidder unless its bid shall be in compliance with the other terms and conditions of this Notice. In the event that two or more bidders offer bids at the same lowest TIC, a representative of the County will determine by lot which bidder will be designated as the Successful Bidder; its determination of the winning bidder shall be final. If there is a discrepancy between the TIC noted on the bid form and the County's calculation of the TIC, the County's calculation of TIC shall be used.

**Rules of Columbia Capital Auction.** The "Rules of Columbia Capital Auction" can be viewed on Columbia Capital Auction's website and are incorporated herein by reference. Electronic bidders must comply with the Rules of Columbia Capital Auction in addition to the requirements of this Notice of Bond Sale. **Pre-Bid Revisions.** The County reserves the right to issue a Supplemental Notice of Sale (the "Supplemental Notice") not later than 48 hours prior to the Sale Date via the electronic bidding website (http://www.columbiacapitalauction.com). If issued, the Supplemental Notice may modify (i) the maturity amounts of the Bonds, and/or (ii) such other terms of this Notice as the County determines. Any such modifications will supersede the maturities and such other terms as set forth herein.

Alternative Sale Date. The County reserves the right to cancel or postpone, from time to time, the date or time established for receipt of bids and in such event, the cancellation or postponement will be announced via the Columbia Capital Auction website at least 24 hours prior to the time established for the receipt of bids. Following a postponement, a new date and time of sale will be announced via the Columbia Capital Auction website at least 48 hours prior to the time bids are to be submitted. On any such alternative sale date, bidders shall submit bids for the purchase of the Bonds in conformity with the provisions of this Notice, subject to any pre-bid revisions announced via http://www.columbiacapitalauction.com as provided under the caption "Pre-Bid Revisions" herein.

**Post-Bid Revisions.** Subsequent to the receipt of bids but prior to award, the County reserves the right to modify the total principal amount of the Bonds and the amount of any maturity in order to properly structure certain funds and accounts and substantially obtain annual debt service parameters determined by the County, based upon the interest rates and reoffering yields submitted by the Successful Bidder. The amount of the modification generally will not exceed the amount of net original issue premium or net original issue discount bid on the Bonds. Upon notification of preliminary award, the Successful Bidder must transmit to the County within 20 minutes, by fax or email, its reoffering yields on the Bonds. The Successful Bidder will be notified by means of telephone or facsimile transmission of any modification to such principal amount not later than 3:00 p.m. Central Standard Time on the Sale Date. If the principal amounts are modified, the County will seek to modify the maturity schedule, or make other mutually agreeable changes, in a way that will neither increase nor reduce the Successful Bidder's spreads as a percentage of the principal amount of the Bonds issued after taking into account such adjustments. *The Successful Bidder may not withdraw its bid nor modify its proposal as a result of any post-bid revisions to the Bonds made by the County pursuant to this paragraph.* 

**Delivery and Payment**. The Bonds, properly prepared and executed, will be delivered by the County without cost to the Successful Bidder on or about February 4, 2015 at DTC. The Successful Bidder will also be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Bonds and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Bonds affecting their validity, and a certificate regarding the completeness and accuracy of the Official Statement. The denominations of the Bonds and the names, addresses and social security or taxpayer identification numbers of the registered owners shall be submitted in writing by the Successful Bidder to the County and the Paying Agent at least one week prior to the date of delivery of the Bonds. In the absence of such information, the County will deliver Bonds in the denomination of each maturity registered in the name of the Successful Bidder. Payment for the Bonds shall be made in federal reserve funds, immediately subject to use by the County by 9:00 A.M., Central Standard Time, on the day of delivery.

**Continuing Disclosure**. The County covenants and agrees to enter into a continuing disclosure undertaking to provide ongoing disclosure about the County, for the benefit of the bondholders on or before the date of delivery of the Bonds as required by Section (b)(5)(i) of Rule 15c2-12 of the Securities and Exchange Commission, which continuing disclosure undertaking shall be in the form as may be agreed to in writing by the Successful Bidder. Except as disclosed in the Preliminary Official Statement, the County is in compliance with each undertaking previously entered into by the County pursuant to Rule 15c-2-12. A description of the County's compliance failures, if any, is provided in the Preliminary Official Statement.

**CUSIP Numbers.** CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Successful Bidder thereof to accept delivery of and pay for said Bonds in accordance with the terms of this Notice. The expenses related to the printing of CUSIP numbers on the Bonds shall be paid by the County.

**No Credit Enhancement**. The Successful Bidder may not purchase or cause to be purchased any bond insurance policy, letter of credit or other form of credit enhancement with respect to the Bonds.

Bond Ratings. Moody's has assigned its rating of "[\_\_]" ([\_\_] Outlook) to the Bonds.

**Preliminary Official Statement and Official Statement.** The County has prepared a Preliminary Official Statement, copies of which may be obtained from the Financial Advisor or the County Treasurer. Upon the sale of the Bonds, the County will adopt the final Official Statement and, at the request of the Successful Bidder, will furnish the Successful Bidder with a reasonable number of copies thereof without additional cost within seven business days of the acceptance of the Successful Bidders' proposals in order to comply with Rule 15c2-12(b)(4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board. Additional copies may be ordered by the Successful Bidder at its expense. The County will make an electronic version of the Official Statement available to the Successful Bidder, suitable for filing with EMMA, at no cost.

Legal Opinions. The Bonds will be sold subject to the approving legal opinion of Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel, which opinion will be furnished and paid for by the County and attached to or printed on the Bonds and delivered to the Successful Bidder when the Bonds are delivered. Said opinion will also include the opinion of Bond Counsel relating to the exclusion of the interest on the Bonds from gross income for federal and Missouri income tax purposes. Reference is made to the Preliminary Official Statement for further discussion of federal and Missouri income tax matters relating to the interest on the Bonds.

Certification as to Offering Prices. To provide the County with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), the Successful Bidder will be required to complete, execute and deliver to the County prior to the delivery of the Bonds, a certificate regarding the "issue price" of the Bonds (as defined in Section 148 of the Code), reflecting the initial offering prices (excluding accrued interest and expressed as dollar prices) at which a substantial amount (i.e., 10% or more) of the Bonds of each maturity have been or are expected to be sold to the public. The term "public" excludes bond houses, brokers or similar persons, or organizations acting in the capacity of underwriters or wholesalers. Such certificate shall state that 10% or more of the Bonds of each maturity have been or are expected to be sold to the public at prices no higher than such initial offering prices.

**Financial Advisor.** The County has engaged Columbia Capital Management, LLC (the **"Financial Advisor")** to serve as financial advisor for the Bonds. The Financial Advisor will not participate in the underwriting of the Bonds.

Additional Information. Additional information regarding the Bonds may be obtained from Columbia Capital Management, LLC, 6330 Lamar, Suite 200, Overland Park, Kansas 66202, Attention: Jeff White (913) 312-8077, e-mail: jwhite@columbiacapital.com, or Adam Pope (913) 312-8064, e-mail: apope@columbiacapital.com.

**DATED** this 15<sup>th</sup> day of January, 2015.

# **BOONE COUNTY, MISSOURI**

By: <u>/s/ Daniel K. Atwill</u> Presiding Commissioner

# SCHEDULE A—UNDER WRITER CERTIFICATE

This certificate is furnished by [PURCHASER], as the authorized representative of the underwriter(s), of the \$13,605,000<sup>\*</sup> aggregate principal amount of Special Obligation Bonds (Emergency Communications Center Project), Series 2015 (the "**Bonds**") of Boone County, Missouri (the "**County**"), to establish, among other things, the "issue price" of the Bonds (and thus, the "**Yield**" thereon) within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "**Code**") and the Treasury Regulations thereunder.

THE UNDERSIGNED HEREBY CERTIFIES as follows:

1. <u>Issue Price</u>.

A. The underwriter(s) and other bond houses and brokers, if any, (a) made a bona fide public offering of all of the Bonds to the public (excluding bond houses, brokers and similar persons acting in the capacity of underwriters or wholesalers) (the "**Public**") at the initial public offering prices set forth for each maturity on the cover page of the Official Statement, dated January \_\_\_\_, 2015, with respect to the Bonds, plus accrued interest (the "**Offering Prices**"), and (b) reasonably expected as of the date the underwriter's bid for the Bonds was accepted (the "**Sale Date**") to sell first at least 10% of the aggregate face amount of each maturity of the Bonds for cash to the Public at their respective Offering Prices. The underwriter's bid with respect to the Bonds has not been modified since its execution on the Sale Date.

B. The Offering Prices do not exceed the fair market value of the Bonds as of the Sale Date.

C. The aggregate issue price of the Bonds is \$\_\_\_\_\_, consisting of the aggregate Offering Price (excluding accrued interest) of \$\_\_\_\_\_ plus accrued interest in the amount of \$\_\_\_\_\_ through the expected settlement date, February 4, 2015.

2. <u>No Credit Enhancement</u>. The underwriter(s) are not purchasing or causing to be purchased any bond insurance policy, letter of credit or other form of credit enhancement with respect to the Bonds.

3. <u>Reliance</u>. The County may rely on the statements made herein in connection with its efforts to comply with the conditions imposed by the Internal Revenue Code of 1986, as amended, on the exclusion of interest on the Bonds from the gross income of their owners. Gilmore & Bell, P.C. also may rely on this certificate for purposes of its opinion regarding the treatment of interest on the Bonds as excluded from gross income for federal income tax purposes.

Dated: January \_\_, 2015

[PURCHASER]

| By:    | <br> |
|--------|------|
| Name:  | <br> |
| Title: | <br> |

<sup>\*</sup> Preliminary, subject to change.

# OFFICIAL BID FORM PROPOSAL FOR THE PURCHASE OF

# \$13,605,000\* BOONE COUNTY, MISSOURI SPECIAL OBLIGATION BONDS (EMERGENCY COMMUNICATIONS CENTER PROJECT) SERIES 2015

January 22, 2015 (or such later Sale Date established pursuant to the Notice of Bond Sale)

TO: Ms. Nicole Galloway
 Treasurer
 801 E. Walnut
 Columbia, Missouri 65201

For \$13,605,000\* principal amount of Special Obligation Bonds (Emergency Communications Center Project), Series 2015, of Boone County, Missouri, to be dated the date of delivery (subject to the assumption solely for purposes of calculation of this bid of an issuance and dated date of the Bonds of February 4, 2015), as described in your Notice of Bond Sale dated January 15, 2015, said Bonds to mature and bear interest as follows:<sup>1</sup>

| <u>Due: April 1</u> | <u>Principal</u><br><u>Amount</u> | Rate | <u>Due: April 1</u> | <u>Principal</u><br><u>Amount</u> | <u>Rate</u> |
|---------------------|-----------------------------------|------|---------------------|-----------------------------------|-------------|
| 2015                | \$675,000                         | %    | 2025                | \$660,000                         | %           |
| 2016                | 580,000                           | %    | 2026                | 680,000                           | %           |
| 2017                | 585,000                           | %    | 2027                | 695,000                           | %           |
| 2018                | 590,000                           | %    | 2028                | 715,000                           | %           |
| 2019                | 595,000                           | %    | 2029                | 730,000                           | %           |
| 2020                | 600,000                           | %    | 2030                | 755,000                           | %           |
| 2021                | 610,000                           | %    | 2031                | 775,000                           | %           |
| 2022                | 620,000                           | %    | 2032                | 795,000                           | %           |
| 2023                | 635,000                           | %    | 2033                | 820,000                           | %           |
| 2024                | 645,000                           | %    | 2034                | 845,000                           | %           |

# SERIES 2015 BONDS MATURITY SCHEDULE<sup>\*</sup>

\* Preliminary, subject to change.

<sup>&</sup>lt;sup>1</sup> Bidders should carefully review the limitations and specifications set forth in the Notice of Bond Sale under the heading "Conditions of Bids." No bid shall be for a price less than 98% of the principal amount of all of the Bonds and accrued interest, if any, thereon to the date of delivery. For Bonds maturing on and after April 1, 2024, no price below 98% will be accepted for any maturity.

| The undersigned will pay a purchase price equal to \$ (where the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second sec | hich is not less than 98% |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| of the par amount offered), plus accrued interest, if any, to the date of delivery.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                           |
| Total interest cost on the Bonds calculated to maturity at the rates specified above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 3                         |
| (assuming solely for purposes of calculation of this bid an issuance and dated date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | e                         |
| of the Bonds of February 4, 2015)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$                        |
| Less Premium on the Bonds on the basis of this proposal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | (\$)                      |
| Net Total Interest Cost on the basis of this proposal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$                        |
| True interest cost on the Bonds on the basis of this proposal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | %                         |

This proposal is subject to all terms and conditions contained in said Notice of Bond Sale, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in said Notice. The acceptance of this proposal by the County shall constitute a contract between the County and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission.

A cashier's or certified check, a Financial Surety Bond or a wire to the County in the amount of \$[261,600] payable to the order of Boone County, Missouri, accompanies this proposal as an evidence of good faith.

Submitted by the Following Firm as Account Manager:

| Firm Name:                                         |
|----------------------------------------------------|
| Address:                                           |
|                                                    |
|                                                    |
| Phone:                                             |
| By:                                                |
| Authorized Signature                               |
| In Association with the Following Account Members: |
|                                                    |
|                                                    |
|                                                    |

[County acceptance on following page]

# **ACCEPTANCE**

Pursuant to action duly taken by the County Commission of Boone County, Missouri, the above proposal is hereby accepted this 22<sup>nd</sup> day of January, 2015.

# **BOONE COUNTY, MISSOURI**

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

For completion if this bid is unsuccessful

Return of Good Faith Deposit is hereby acknowledged:

Firm Name: \_\_\_\_\_\_

By: \_\_\_\_\_

#### PRELIMINARY OFFICIAL STATEMENT DATED JANUARY 15, 2015

# BOOK-ENTRY ONLY NEW ISSUE

# MOODY'S RATING: "\_\_\_" SEE "RATING" HEREIN

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal and Missouri income tax purposes, except as described in this Official Statement, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. The Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "TAX MATTERS" in this Official Statement.

# \$13,605,000<sup>\*</sup> BOONE COUNTY, MISSOURI SPECIAL OBLIGATION BONDS (EMERGENCY COMMUNICATIONS CENTER PROJECT) SERIES 2015

# Dated: Date of Delivery

#### Due: April 1, as shown on inside cover page

The Bonds are issuable only as fully registered bonds, without coupons, and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. Purchases of the Bonds will be made in book-entry form, in authorized denominations. Purchasers will not receive certificates representing their interests in Bonds purchased. So long as Cede & Co. is the registered owner of the bonds, as nominee of DTC, references herein to the Bondowners or registered owners shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners (herein defined) of the Bonds.

The Bonds will be issued in the denomination of \$5,000 or any integral multiple thereof, and will mature on the dates set forth on the inside cover page, subject to prior redemption as provided herein. Interest on the Bonds will be payable beginning on April 1, 2015, and semiannually thereafter on April 1 and October 1 of each year. Principal will be payable upon presentation and surrender of the Bonds by the registered owners thereof at UMB Bank, N.A., St. Louis, Missouri, Paying Agent. Interest will be payable by check or draft of the Paying Agent mailed (or by wire transfer in certain circumstances as described herein) to the persons who are the registered owners of the Bonds as of the close of business on the 15th day of the month preceding the interest payment date. So long as DTC or its nominee, Cede & Co., is the Bondowner, such payments will be made directly to such Bondowner. DTC is expected, in turn, to remit such payments to the Direct Participants (herein defined) for subsequent disbursement to the Beneficial Owners.

The Bonds are subject to redemption prior to maturity as described herein.

The Bonds and the interest thereon will constitute special obligations of Boone County, Missouri (the "County"), payable solely from amounts appropriated by the County in each fiscal year out of the income and revenues provided for such fiscal year plus any unencumbered balances for previous years. The Bonds do not constitute general obligations or indebtedness of the County within the meaning of any constitutional or statutory limitation or provision, and the County does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys of the County to pay the principal of and interest on the Bonds.

The Bonds are offered when, as and if issued by the County, subject to the approval of legality by Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel. Gilmore & Bell, P.C. will also pass upon certain matters relating to this Official Statement. It is expected that the Bonds will be available for delivery in book-entry form through DTC, New York, New York on or about February 4, 2015.

Bids for the Bonds will only be received via facsimile or electronically at <u>www.ColumbiaCapitalAuction.com</u> until 9:00 A.M., Central Standard Time, on Thursday, January 22, 2015, all in accordance with the Notice of Bond Sale for the Bonds.

<sup>\*</sup> Preliminary; subject to change.

# **BOONE COUNTY, MISSOURI**

# \$13,605,000<sup>\*</sup> SPECIAL OBLIGATION BONDS (EMERGENCY COMMUNICATIONS CENTER PROJECT) SERIES 2015

# **MATURITY SCHEDULE\***

| Maturity<br><u>April 1</u> | Principal<br><u>Amount</u> | Interest<br><u>Rate</u> | <u>Yield</u> | <u>Price</u> | CUSIP<br>(Base: 098851) |
|----------------------------|----------------------------|-------------------------|--------------|--------------|-------------------------|
| 2015                       | \$675,000                  |                         |              |              |                         |
| 2016                       | 580,000                    |                         |              |              |                         |
| 2017                       | 585,000                    |                         |              |              |                         |
| 2018                       | 590,000                    |                         |              |              |                         |
| 2019                       | 595,000                    |                         |              |              |                         |
| 2020                       | 600,000                    |                         |              |              |                         |
| 2021                       | 610,000                    |                         |              |              |                         |
| 2022                       | 620,000                    |                         |              |              |                         |
| 2023                       | 635,000                    |                         |              |              |                         |
| 2024                       | 645,000                    |                         |              |              |                         |
| 2025                       | 660,000                    |                         |              |              |                         |
| 2026                       | 680,000                    |                         |              |              |                         |
| 2027                       | 695,000                    |                         |              |              |                         |
| 2028                       | 715,000                    |                         |              |              |                         |
| 2029                       | 730,000                    |                         |              |              |                         |
| 2030                       | 755,000                    |                         |              |              |                         |
| 2031                       | 775,000                    |                         |              |              |                         |
| 2032                       | 795,000                    |                         |              |              |                         |
| 2033                       | 820,000                    |                         |              |              |                         |
| 2034                       | 845,000                    |                         |              |              |                         |

Plus accrued interest, if any

<sup>\*</sup> Preliminary; subject to change.

# **BOONE COUNTY, MISSOURI**

Boone County Government Center 801 E. Walnut Columbia, Missouri 65201 (573) 886-4305

# **ELECTED OFFICIALS**

# **County Commission**

Daniel K. Atwill, *Presiding Commissioner* Karen M. Miller, *Commissioner* Janet M. Thompson, *Commissioner* 

# **Administrative Officers**

Nicole Galloway, County Treasurer Wendy Noren, County Clerk June Pitchford, County Auditor

# **CERTIFIED PUBLIC ACCOUNTANTS**

# BOND COUNSEL

RubinBrown LLP St. Louis, Missouri Gilmore & Bell, P.C. Kansas City, Missouri

# FINANCIAL ADVISOR

Columbia Capital Management, LLC Overland Park, Kansas

# **PAYING AGENT**

UMB Bank, N.A. St. Louis, Missouri

#### **REGARDING USE OF THIS OFFICIAL STATEMENT**

No dealer, broker, salesman or other person has been authorized by the County or the Underwriter to give any information or to make any representations with respect to the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the County and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County since the date hereof.

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of that information.

In connection with this offering, the Underwriter may overallot or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Bonds have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended, or under any state securities or "blue sky" laws. The Bonds are offered pursuant to an exemption from registration with the Securities and Exchange Commission.

#### CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Certain statements included in or incorporated by reference in this Official Statement that are not purely historical are "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended, and reflect the County's current expectations, hopes, intentions, or strategies regarding the future. Such statements may be identifiable by the terminology used such as "plan," "expect," "estimate," "budget," "intend" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INCLUDED IN SUCH RISKS AND UNCERTAINTIES ARE (i) THOSE RELATING TO THE POSSIBLE INVALIDITY OF THE UNDERLYING ASSUMPTIONS AND ESTIMATES, (ii) POSSIBLE CHANGES OR DEVELOPMENTS IN SOCIAL, ECONOMIC, BUSINESS, INDUSTRY, MARKET, LEGAL AND REGULATORY CIRCUMSTANCES, AND (iii) CONDITIONS AND ACTIONS TAKEN OR OMITTED TO BE TAKEN BY THIRD PARTIES, INCLUDING CUSTOMERS, SUPPLIERS, BUSINESS PARTNERS AND COMPETITORS, AND LEGISLATIVE, JUDICIAL AND OTHER GOVERNMENTAL AUTHORITIES AND OFFICIALS. ASSUMPTIONS RELATED TO THE FOREGOING INVOLVE JUDGMENTS WITH RESPECT TO, AMONG OTHER THINGS, FUTURE ECONOMIC, COMPETITIVE, AND MARKET CONDITIONS AND FUTURE BUSINESS DECISIONS, ALL OF WHICH ARE DIFFICULT OR IMPOSSIBLE TO PREDICT ACCURATELY. FOR THESE REASONS, THERE CAN BE NO ASSURANCE THAT THE FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENTS WILL PROVE TO BE ACCURATE.

UNDUE RELIANCE SHOULD NOT BE PLACED ON FORWARD-LOOKING STATEMENTS. ALL FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT ARE BASED ON INFORMATION AVAILABLE TO THE COUNTY ON THE DATE HEREOF, AND THE COUNTY ASSUMES NO OBLIGATION TO UPDATE ANY SUCH FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR OR FAIL TO OCCUR, OTHER THAN AS SET FORTH IN *APPENDIX B*.

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#### **OFFICIAL STATEMENT**

# \$13,605,000<sup>\*</sup> BOONE COUNTY, MISSOURI SPECIAL OBLIGATION BONDS (EMERGENCY COMMUNICATIONS CENTER PROJECT) SERIES 2015

#### **INTRODUCTION**

This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement.

#### **Purpose of the Official Statement**

The purpose of this Official Statement is to furnish information relating to (1) Boone County, Missouri (the "County") and (2) the Special Obligation Bonds (Emergency Communications Center Project), Series 2015 (the "Bonds"), of the County, dated the date of delivery, to be issued in the principal amount of \$13,605,000<sup>\*</sup>.

#### The County

The County is a first-class county and political subdivision organized and existing under the laws of the State of Missouri. See the caption "THE COUNTY."

#### The Bonds

The Bonds are authorized by Sections 49.520 to 49.580, Revised Statutes of Missouri, as amended (the "Act"), which authorize the governing body of any county of the first class to purchase, construct or extend public buildings for proper county purposes through the issuance of negotiable bonds by order of the county commission of the county. The proceeds of the Bonds will be used to construct, improve and equip a consolidated 911 Call Center, Office of Emergency Management and Emergency Operations Center, known collectively as the Emergency Communications Center (ECC), including the acquisition and installation of all hardware, software, radio, and call-taking technology and equipment (the "Project"). See the captions "THE BONDS" and "PLAN OF FINANCING."

#### Security and Source of Payment

The Bonds are special obligations of the County payable solely from amounts appropriated by the County in each fiscal year out of the income and revenues provided for such fiscal year, plus any unencumbered balances for previous years, and any amounts realized upon exercise of remedies available under the Act. The Bonds do not constitute general obligations or indebtedness of the County within the meaning of any constitutional or statutory limitation or provision, and the County does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys of the County to pay the principal of and interest on the Bonds.

The payment of the principal of and interest on the Bonds is subject to an annual appropriation by the County. The County currently expects that sufficient revenues for the debt service requirements on the Bonds to make such debt service payments will be available for such purpose. The Bond Order (hereinafter defined)

<sup>&</sup>lt;sup>\*</sup> Preliminary; subject to change.

requires the County Auditor to include in the annual budget submittal to the County Commission sufficient amounts to make required debt service payments in such fiscal year. The County Commission is not, however, required or obligated to make any such annual appropriation and the decision whether to appropriate such funds will be solely within the discretion of the then current governing body of the County. The County intends, but is not legally obligated, to use a portion of the revenues generated by a 911 and emergency management sales tax (described below) to make the principal and interest payments on the Bonds. See the captions "PLAN OF FINANCING – Anticipated Source of Repayment" and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein.

#### **Special Obligations**

THE OBLIGATION OF THE COUNTY TO PAY PRINCIPAL AND INTEREST ON THE BONDS CONSTITUTES A SPECIAL OBLIGATION OF THE COUNTY PAYABLE FROM REVENUES FROM THE PROJECT AND OTHER LEGALLY AVAILABLE FUNDS, SUBJECT TO ANNUAL APPROPRIATION BY THE COUNTY, AND SHALL NOT CONSTITUTE A DEBT OF THE COUNTY, NOR HAS THE COUNTY PLEDGED GENERAL TAX REVENUES, FUNDS OR MONEYS OF THE COUNTY TO PAY SUCH OBLIGATION. THE BONDS DO NOT GIVE RISE TO A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE COUNTY, THE STATE OF MISSOURI, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR PROVISION.

#### **Financial Statements**

Audited financial statements of the County as of and for the fiscal year ended December 31, 2013, are included in the County's Comprehensive Annual Financial Report in *Appendix B* to this Official Statement. These financial statements have been audited by RubinBrown LLP, St. Louis, Missouri, independent certified public accountants, to the extent and for the periods indicated in their report which is also included in *Appendix B* hereto.

#### Summary of the Bond Order

A summary of the Bond Order, including definitions of certain words and terms used herein and in the Bond Order, is included in *Appendix C* to this Official Statement. Such summary and definitions do not purport to be comprehensive or definitive. All references herein to the Bond Order are qualified in their entirety by reference to the Bond Order. Copies of the Bond Order and this Official Statement may be viewed at the office of Columbia Capital Management, LLC, 6330 Lamar Ave., Overland Park, Kansas 66202 (913) 248-8500, or will be provided to any prospective purchaser requesting the same.

#### **Continuing Disclosure Information**

The County has agreed to provide certain annual financial information and notices of certain events to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access system ("EMMA"), in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission. See "CONTINUING DISCLOSURE" herein and "Summary of the Continuing Disclosure Undertaking" in *Appendix C.* 

#### THE COUNTY

Boone County is a first class county and political subdivision organized and existing under the laws of the State of Missouri. The County is located in the central portion of the State of Missouri, approximately 122 miles east of Kansas City and 115 miles west of St. Louis along Interstate 70. The County encompasses approximately 687 square miles and as of July 1, 2013, had a population of approximately 170,773 persons. The City of Columbia is the county seat and is the largest city in the County with a population of approximately

112,000. There are nine incorporated areas located totally or partially within the County. These incorporated areas comprise approximately 74% of the total population of the County. See "APPENDIX A: THE COUNTY - GENERAL, ECONOMIC AND FINANCIAL INFORMATION."

#### PLAN OF FINANCING

#### Authorization and Purpose of Bonds

The Bonds are authorized pursuant to and in full compliance with the constitution and statutes of the State of Missouri, including particularly Sections 49.520 through 49.580 of the Act.

#### The Project

The Project consists of the construction, improvement and equipping of a consolidated 911 Call Center, Office of Emergency Management, and Emergency Operations Center, known collectively as the Emergency Communications Center (ECC), in the County, including the acquisition and installation of all hardware, software, radio, and call-taking technology and equipment. The Project will be located on the Boone County Law Enforcement Campus, located in Columbia, Missouri, and will serve 13 user agencies in the County, including police, fire and hospital emergency services.

The total cost of the Project is estimated to be [[\$22,500,000]], of which \$13,300,000 is expected to be paid from proceeds of the Bonds. The remaining costs of the Project will be paid by the County from other lawfully available funds on hand. Construction of the Project is expected to begin in March of 2015, and is estimated to be completed by March of 2016.

#### Sources and Uses of Funds

The following table summarizes the estimated sources of funds, including the proceeds from the sale of the Bonds, and the expected uses of such funds, in connection with the plan of financing:

#### Sources of Funds:

| Principal Amount of the Bonds<br>Net Original Issue Premium                 | \$ |
|-----------------------------------------------------------------------------|----|
| Total                                                                       |    |
| Uses of Funds:                                                              |    |
| Project Fund Deposit<br>Costs of Issuance, including Underwriter's discount |    |
| Total                                                                       | \$ |

#### **Anticipated Source of Repayment**

The County intends to satisfy its obligation to pay the principal of and interest on the Bonds from its 911 and Emergency Management Sales Tax (the "911 Sales Tax"). Such revenues are not pledged, nor can they be pledged, to the payment of principal and interest and are subject to annual appropriation by the County Commission as described herein.

The 911 Sales Tax is a 3/8-cent sales tax, which became effective on October 1, 2013, following approval in April of 2013 by the affirmative vote of a majority of the County's voters acting on the question. The 911 Sales Tax has no sunset date but is subject to repeal by a majority of the County's voters. All revenues derived by the County from this tax are required to be used solely for the purpose of funding operating costs, capital costs and other expenses relating to the Project.

The following table shows the 911 Sales Tax collections for the County for the last two fiscal years (only partial collection in fiscal year 2013). Based on the County's budget for fiscal year 2015, the County estimates that 2015 receipts from the 911 Sales Tax will increase 3.25% over fiscal year 2014, equal to \$10.3 million. At the time of the ballot proposal in April of 2013, the 911 Sales Tax was expected to generate \$9.5 million annually.

| Fiscal      | 911 Sales          |
|-------------|--------------------|
| <u>Year</u> | <u>Tax Revenue</u> |
| 2014        | \$9,278,933*       |
| 2013        | 2,529,281          |

\* Unaudited

Neither revenues from the County's General Fund nor revenues of the 911 Sales Tax are, or can be, pledged to the repayment of the Bonds. The application of any funds to repay the Bonds is subject to annual appropriation of the County as described herein.

#### THE BONDS

The following is a summary of certain terms and provisions of the Bonds. Reference is hereby made to the Bonds and the provisions with respect thereto in the Bond Order for the detailed terms and provisions thereof.

#### **General Description**

The Bonds will be issued in the principal amount stated on the inside cover page of this Official Statement, will be dated the date of delivery, and will consist of fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. The Bonds will mature, subject to redemption as described below, on April 1 in the years and in the principal amounts set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable semiannually on April 1 and October 1 in each year, beginning on April 1, 2015. Principal will be payable upon presentation and surrender of the Bonds by the Registered Owners thereof at UMB Bank, N.A., St. Louis, Missouri, Paying Agent, Bond Registrar. Interest shall be paid to the Registered Owners of the Bonds as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to the address of such Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and number to which such Registered Owner wishes to have such transfer directed.

#### **Redemption Provisions**

*Optional Redemption.* At the option of the County, Bonds maturing on or after April 1, 2024, may be called for redemption and payment prior to maturity on April 1, 2023, and thereafter, in whole or in part at any time (Bonds less than a full maturity to be selected by the Paying Agent in multiples of \$5,000 principal amount) at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.

Selection of Bonds for Redemption. Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the outstanding Bonds are to be redeemed, such Bonds shall be redeemed from maturities selected by the County, and Bonds of less than a full maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

*Notice and Effect of Call for Redemption.* In the event of any such redemption, the Paying Agent will give written notice of the County's intention to redeem and pay said Bonds by first-class, registered or certified mail to the original purchaser of the Bonds, and to the Registered Owner of each Bond, said notice to be mailed not less than 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the County defaults in the payment of the redemption price) such Bonds or portion of Bonds shall cease to bear interest.

So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified above to DTC. It is expected that DTC will, in turn, notify the Direct Participants and that the Direct Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of DTC or a Direct Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Paying Agent, a Direct Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

#### **Registration, Transfer and Exchange of Bonds**

Each Bond when issued shall be registered by the Paying Agent in the name of the owner thereof on the Bond Register. Bonds are transferable only upon the Bond Register upon presentation and surrender of the Bonds, together with instructions for transfer. Bonds may be exchanged for Bonds in the same aggregate principal amount and maturity upon presentation to the Paying Agent, subject to the terms, conditions and limitations set forth in the Bond Order and upon payment of any tax, fee or other governmental charge required to be paid with respect to any such registration, transfer or exchange.

#### **Book-Entry Only System**

Ownership interests in the Bonds will be available to purchasers only through a book-entry only system (the "Book-Entry Only System") described in *Appendix D*.

## SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

#### **Special Obligations**

The Bonds are special obligations of the County payable solely from amounts appropriated by the County in each fiscal year out of the income and revenues provided for such fiscal year, plus any unencumbered balances for previous years, and any amounts realized upon exercise of remedies available under the Act.

# THE BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION, AND THE COUNTY DOES NOT PLEDGE ITS FULL FAITH AND CREDIT AND IS NOT OBLIGATED TO LEVY TAXES OR RESORT TO ANY OTHER MONEYS OF THE COUNTY TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.

#### Summary of the Bond Order

A summary of the Bond Order is included in *Appendix C* to this Official Statement. Such summary does not purport to be comprehensive or definitive. All references herein to the Bond Order are qualified in their entirety by reference to the Bond Order in its entirety. A copy of the Bond Order will be provided to any prospective purchaser requesting the same. Requests should be directed to the Financial Advisor, Columbia Capital Management, LLC, Attention: Jeff White, 6330 Lamar Ave., Overland Park, Kansas 66202 (913) 248-8500.

#### **RISK FACTORS**

The following section describes certain risk factors affecting the payment of and security for the Bonds. The following discussion of risks is not meant to be an exhaustive list of the risks associated with the purchase of Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other risk factors will not become material in the future.

 $\hat{\boldsymbol{x}}_{i}$ 

#### Nonappropriation

The Bonds do not constitute obligations of the County in any fiscal year subsequent to a fiscal year as to which the County has appropriated funds to make payments on the Bonds. The obligation of the County to pay the Bonds (a) is limited to payment from revenues of the Project and amounts, if any, appropriated each year by the County for that purpose, (b) constitutes a current expense of the County and is not a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, and (c) does not constitute a pledge of the general tax revenues, funds, properties or moneys of the County beyond any then current fiscal year. The Bond Order requires the County Auditor to include in the annual budget submittal to the County Commission sufficient amounts to make required debt service payments in such fiscal year. The County Commission is not, however, required or obligated to make any such annual appropriation and the decision whether to appropriate such funds will be solely within the discretion of the then current governing body of the County. The County is not obligated to levy any taxes in order to raise revenues to make payments on the Bonds.

#### No Mortgage

The Bonds are not secured by any real property of the County and Bondowners will have no recourse to any physical assets of the County, including the Project, if the County Commission fails to make an appropriation for debt service as discussed herein and in the Bond Order.

#### Limits on Enforcement of Remedies

The enforcement of the remedies under the Bond Order may be limited or restricted by federal or state laws or by the application of judicial discretion, and may be delayed in the event of litigation to enforce the remedies. The application of general principles of equity and the exercise of judicial discretion may preclude or delay the enforcement of certain remedies. The legal opinions to be delivered with the delivery of the Bonds will be qualified as they relate to the enforceability of the Bond Order by reference to the limitations on enforceability of those instruments under (a) applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, (b) general principles of equity, and (c) the exercise of judicial discretion in appropriate cases. In the event of a default, no assurance can be given that the exercise of remedies provided in the Bond Order will provide proceeds sufficient to make timely payments of principal of, premium, if any and interest on the Bonds.

#### Proposed Legislation Regarding Limitations or Elimination of Tax-Exempt Status.

Tax legislation (either proposed or future), administrative actions taken by tax authorities or court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under federal or state law or otherwise prevent beneficial owners of the Bonds from realizing the full current benefit of the tax status of such interest and could affect the market price or marketability of the Bonds.

#### LEGAL MATTERS

#### Legal Proceedings

As of the date hereof, there is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the County or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act in connection with the authorization, issuance and sale of the Bonds, or the constitutionality or validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof, or the imposition and collection of rates and charges to pay the principal and interest thereof, or which might affect the County's ability to meet its obligations to pay the Bonds.

#### **Approval of Legality**

All legal matters incident to the authorization and issuance of the Bonds are subject to the approval of Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel. Bond Counsel has participated in the preparation of this Official Statement, but the factual and financial information appearing herein has been supplied or reviewed by certain officials of the County and certified public accountants, as referred to herein, and Bond Counsel expresses no opinion as to the accuracy or sufficiency thereof except for the matters appearing in the sections of this Official Statement captioned "THE BONDS," "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS," "LEGAL MATTERS – Approval of Legality" and "TAX MATTERS."

## TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

#### **Opinion of Bond Counsel**

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under the law existing as of the issue date of the Bonds:

*Federal and Missouri Tax Exemption.* The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Missouri.

Alternative Minimum Tax. Interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals and corporations, but is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

*Bank Qualification.* The Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

Bond counsel's opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the Board and the County comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Board and the County have covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds but has reviewed the discussion under the heading "TAX MATTERS."

#### **Other Tax Consequences**

**Original Issue Discount.** For federal income tax purposes, original issue discount ("OID") is the excess of the stated redemption price at maturity of a Bond over its issue price. The issue price of a Bond is the first price at which a substantial amount of the Bonds of that maturity have been sold (ignoring sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). Under Section 1288 of the Code, OID on tax-exempt bonds accrues on a compound basis. The amount of OID that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of OID accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of OID accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of OID.

**Original Issue Premium.** If a Bond is issued at a price that exceeds the stated redemption price at maturity of the Bond, the excess of the purchase price over the stated redemption price at maturity constitutes "premium" on that Bond. Under Section 171 of the Code, the purchaser of that Bond must amortize the premium over the term of the Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner. This will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

**Reporting Requirements.** In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

**Collateral Federal Income Tax Consequences.** Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

#### RATINGS

Moody's Investors Service, Inc. ("Moody's"), has assigned the Bonds the rating of "\_\_ (outlook)." Ratings reflect only the view of Moody's at the time such ratings are given, and the County and the Financial Advisor make no representation as to the appropriateness of such ratings or that such ratings will not be changed, suspended or withdrawn.

Moody's relies on the County and others for the accuracy and completeness of the information submitted in connection with the ratings. Any revision, suspension or withdrawal of ratings could have an effect on the market price and marketability of the Bonds.

#### CONTINUING DISCLOSURE

The County has agreed to provide certain annual financial information and notices of certain events to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access system ("EMMA"), in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule"). The County has agreed to have updated financial information and operating data for the County available by June 29 of each year (or the final day of the sixth month following the end of the County's Fiscal Year). The financial statements of the County are audited by the County's independent certified public accountants. The County has also agreed to provide prompt notice of the occurrence of certain material events with respect to the Bonds. See "Summary of the Continuing Disclosure Undertaking" in *Appendix C*.

#### Compliance with Prior Undertakings Under the Rule

The County's record of compliance during the past five years is provided below:

| <u>Fiscal</u> | Filing          | County                             | <u>Filing</u><br>Date <sup>(2)</sup> |                                                     |
|---------------|-----------------|------------------------------------|--------------------------------------|-----------------------------------------------------|
| Year          | <u>Deadline</u> | <u>Delivery Date<sup>(1)</sup></u> | $\underline{Date}^{(2)}$             | Link to Filing Documentation                        |
| 2009          | 6/29/2010       | 6/30/2010                          | 9/03/2010                            | http://emma.msrb.org/EA413566-EP353019-EA718363.pdf |
| 2010          | 6/29/2011       | 6/30/2011                          | 7/14/2011                            | http://emma.msrb.org/EA464060-EA359721-EA755717.pdf |
| 2011          | 6/28/2012       | 6/28/2012                          | 7/26/2012                            | http://emma.msrb.org/ER613205-ER476124-ER879111.pdf |
| 2012          | 6/29/2013       | 6/28/2013                          | 7/15/2013                            | http://emma.msrb.org/EP764691-EP592870-EP994305.pdf |
| 2013          | 6/29/2014       | 6/30/2014                          | 6/30/2014                            | http://emma.msrb.org/EA614378-EA481050-EA877643.pdf |

<sup>(1)</sup> Date of delivery by County to BNY Mellon Trust Company, as dissemination agent.

<sup>(2)</sup> Date filed on EMMA by dissemination agent.

The County recently restated its operating data for the last three fiscal years on EMMA to account for one missing required table. During the past five years, the County may not have made timely filings of event notices on EMMA relating to bond calls, defeasances or rating changes. The County believes this information was disseminated or available through other sources.

#### MISCELLANEOUS

## **Financial Statements**

Audited financial statements of the County as of and for the fiscal year ended December 31, 2013, are included in *Appendix B*. These financial statements have been audited by RubinBrown LLP, St. Louis, Missouri, independent certified public accountants, to the extent and for the periods indicated in their report which is also included in *Appendix B*.

#### **Financial Advisor**

Columbia Capital Management, LLC, Overland Park, Kansas, has acted as Financial Advisor to the County in connection with the sale of the Bonds. The Financial Advisor is a "municipal advisor" as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. The Financial Advisor has assisted the County in the preparation of this Official Statement and in other matters relating to the issuance of the Bonds. The Financial Advisor has not, however, independently verified the factual information contained in this Official Statement. The Financial Advisor will not be a manager or a member of any underwriting group submitting a proposal for the purchase of the Bonds.

#### Underwriting

Based upon bids received by the County on January 22, 2015, the Bonds were awarded to (the "Underwriter"). The Bonds are being purchased for reoffering by the Underwriter. The Underwriter has agreed to purchase the Bonds from the County at a price equal to \$\_\_\_\_\_\_(representing the par amount of the Bonds less an underwriters' discount of \$\_\_\_\_\_\_\_). The Underwriter is purchasing the Bonds from the County for resale in the normal course of the Underwriter's business activities. The Underwriter may sell certain of the Bonds at a price greater than such purchase price, as shown on the inside cover page hereof. The Underwriter reserves the right to offer any of the Bonds to one or more purchasers on such terms and conditions and at such price or prices as the Underwriter, in its discretion, shall determine. The Underwriter may offer right to join with dealers and other purchasers in offering the Bonds to the public. The Underwriter may offer

and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower than the public offering prices.

# Certification and Other Matters Regarding Official Statement

Information set forth in this Official Statement has been furnished or reviewed by certain officials of the County, certified public accountants, and other sources, as referred to herein, which are believed to be reliable. Any statements made in this Official Statement involving matters of opinion, estimates or projections, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or projections will be realized. The descriptions contained in this Official Statement of the Bonds and the Bond Order do not purport to be complete and are qualified in their entirety by reference thereto.

Simultaneously with the delivery of the Bonds, the Presiding Commissioner of the County, acting on behalf of the County, will furnish to the Underwriter a certificate which shall state, among other things, that to the best knowledge and belief of such officer, this Official Statement (and any amendment or supplement hereto) as of the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading in any material respect.

The form of this Official Statement, and its distribution and use by the Underwriter has been approved by the County. Neither the County nor any of its commissioners, officers or employees, in either their official or personal capacities, has made any warranties, representations or guarantees regarding the financial condition of the County or the County's ability to make payments required of it; and further, neither the County nor its officers, directors or employees assumes any duties, responsibilities or obligations in relation to the issuance of the Bonds other than those either expressly or by fair implication imposed on the County by the Bond Order.

## **BOONE COUNTY, MISSOURI**

By:

Presiding Commissioner

# APPENDIX A

# THE COUNTY - GENERAL, ECONOMIC AND FINANCIAL INFORMATION

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#### **GENERAL AND ECONOMIC INFORMATION**

#### Government and Organization

Boone County, Missouri (the "County"), was organized in 1820 and operates as a first class county under the laws of the State of Missouri (the "State"). The County, encompassing 687 square miles, is located in the central portion of the State. The governing body of the County is the County Commission that is comprised of three commissioners. The Associate Commissioners each represent one-half of the County and are elected to four-year terms. The Presiding Commissioner is elected at-large for a four-year term. Other elected administrative officials of the County are the County Clerk (responsible for elections, keeping records of the County Commission, general records management, payroll and tax extension and reporting), the County Collector (responsible for property tax collections), County Auditor (responsible for the general ledger, financial reporting and serves as the County Budget Officer) and the County Treasurer (responsible for cash and investment financial management and treasury functions).

#### **County Officials**

|                   |                           | Expiration of  |
|-------------------|---------------------------|----------------|
| <u>Name</u>       | <b>Position</b>           | Term of Office |
| Daniel K. Atwill  | Presiding Commissioner    | 2018           |
| Karen M. Miller   | Commissioner, District I  | 2016           |
| Janet M. Thompson | Commissioner, District II | 2016           |

Expiration of

• •

#### **County Administration**

|                    |                 | Expiration of  |
|--------------------|-----------------|----------------|
| <u>Name</u>        | <b>Position</b> | Term of Office |
| Wendy S. Noren     | Clerk           | 2018           |
| Nicole Galloway    | Treasurer       | 2016           |
| Patricia Lensmeyer | Collector       | 2015           |
| Thomas Schauwecker | Assessor        | 2016           |
| June E. Pitchford  | Auditor         | 2018           |
| Nora Dietzel       | Recorder        | 2018           |

#### Services

Services provided to the public by the County include law enforcement and corrections facility, judicial (civil and criminal), prosecution, juvenile detention, construction and maintenance of county roads and bridges, recording of property deeds, UCC filings, licensing (including marriage, liquor, merchants), voter registration, planning, zoning and building code regulation. Other regulatory functions include animal control and health inspections. In addition, the County acts as service bureau to other public agencies in the areas of property appraisal, tax collections and conduct of elections.

The County does not provide any utility or fire protection services.

#### Transportation

Located at the intersection of Interstate 70 (east-west) and U.S. Highway 63 (north-south), the County is the major transportation hub of central Missouri. Direct air service is provided to Chicago and Dallas/Fort Worth and regular bus and truck lines also serve the County.

#### **Health Facilities**

Residents of the County have several hospital and clinics throughout the County to choose from for healthcare. The County seat is the City of Columbia where there are two hospitals that specialize in the care of general acute illnesses: Boone Hospital Center and The University of Missouri-Columbia Medical Center (the "MU Health System"), which is a teaching hospital. The MU Health System also operates the Missouri Orthopedic Institute and the Women's and Children's Hospital (formerly Columbia Regional Hospital). The Eye Research Foundation of Missouri, sponsored by the Lions Club, is also located in Columbia. The Mid-Missouri Mental Health Center is a short-term intensive treatment facility for children and adults. The Harry S. Truman Memorial Veterans Hospital serves the needs of veterans in the central Missouri area. Two medical facilities specializing in cancer research and patient care are the Ellis Fischel Cancer Center (operated by the MU Health System) and the adjacent Cancer Research Center.

Special services for persons with intellectual and developmental disabilities are offered by Woodhaven Learning Center, which offers vocational and self-development training programs.

A variety of retirement and nursing facilities provide the County's citizens with care and medical assistance. Several retirement homes are located in Columbia.

## **Education Facilities**

The County is home to three higher education facilities. The University of Missouri-Columbia, with 35,441 students enrolled in the fall of 2014, is the main campus of the university system. Stephens College and Columbia College are co-educational, private colleges offering degree programs in a variety of areas.

#### **Recreation and Cultural Facilities**

Over 256 acres are dedicated to public use by governmental entities in the County. This includes the City of Columbia's award winning parks and recreation department. The state maintains Rock Bridge and Pinnacles State Parks and the Missouri River Trail system which runs along the western border of the County. Both the County and the City of Columbia have purchased land to link the City-owned Katy trail and the state trail system. The Missouri Department of Conservation has several thousand acres of wildlife areas within the County and is developing an innovative waterfowl wetlands area in conjunction with the City of Columbia's wastewater treatment facility. The County is also a ninety-minute drive from the Lake of the Ozarks, one of the largest recreation areas in the Midwest.

The three college campuses have long provided access to a variety of cultural activities. World-class symphony, museums and opera, as well as a full range of professional sports franchises, are located within a two hour drive to either Kansas City or St. Louis.

#### **Commerce and Industry**

Boone County has diversified its economic base in the past twenty years to reduce influence from the University of Missouri. While the primary economic influence in the county remains the University, the growth sectors in the local economy have been fueled by areas such as health care, insurance, light industry, construction and retail. Economic sector analysis of employment reflects that growth. Other growth businesses have included food production, software development, biological testing and automobile parts manufacturing.

# Employment

Listed below are the major employers located in the County and the number employed by each:

|                                   |                           | Number of        |
|-----------------------------------|---------------------------|------------------|
| <u>Major Employers</u>            | Type of Business          | <b>Employees</b> |
| University of Missouri-Columbia   | Education                 | 8,708            |
| University Hospital and Clinics   | Medical/Education         | 4,487            |
| Columbia Public Schools           | Education                 | 2,141            |
| Boone Hospital Center             | Medical                   | 1,623            |
| Harry S. Truman Veterans Hospital | Medical                   | 1,374            |
| City of Columbia                  | Government                | 1,354            |
| Veterans United Home Loans        | VA Home Loans             | 1,100            |
| State Farm Insurance Companies    | Insurance                 | 1,168            |
| Shelter Insurance Companies       | Insurance                 | 1,078            |
| MBS Textbook Exchange             | Distribution of Textbooks | 919              |
| Hubbell Power Systems, Inc.       | Electric Utility Products | 706              |
| Columbia College                  | Education                 | 686              |
| Joe Machens Dealerships           | Automotive                | 653              |
| State of Missouri (excludes MU)   | Government                | 542              |
| Kraft Foods Columbia              | Food Processing           | 516              |

Source: Regional Economic Development, Inc., December, 2013

The following tables set forth unofficial employment figures for Boone County for the last five years:

| Average for | Total       |          |            | Unemployment |
|-------------|-------------|----------|------------|--------------|
| Year        | Labor Force | Employed | Unemployed | Rate         |
| 2014*       | 94,408      | 90,260   | 4,147      | 4.4%         |
| 2013        | 93,834      | 89,639   | 4,195      | 4.5%         |
| 2012        | 92,276      | 88,017   | 4,259      | 4.6%         |
| 2011        | 90,798      | 85,519   | 5,279      | 5.8%         |
| 2010        | 89,627      | 83,926   | 5,701      | 6.4%         |
| 2009        | 88,554      | 82,881   | 5,673      | 6.4%         |

Source: MERIC (Missouri Economic Research and Information Center) \*Average January to October, 2014

# **General Demographic Information**

# **Population**

|                   | <u>1990</u> | <u>2000</u> | <u>2010</u> | <u>2013*</u> |
|-------------------|-------------|-------------|-------------|--------------|
| Boone County      | 112,379     | 135,454     | 162,642     | 170,773      |
| State of Missouri | 5,117,073   | 5,595,211   | 5,988,927   | 6,044,171    |

Source: U.S. Census Bureau, 2013 Quickfacts.Census.Gov. \*Estimate

## **Other Statistics**

|                                                          | Boone         | State of        |
|----------------------------------------------------------|---------------|-----------------|
|                                                          | <b>County</b> | <u>Missouri</u> |
| Per Capita Money Income In Past 12 Months (2012 Dollars) | \$ 26,794     | \$ 25,546       |
| Median Household Income, 2008-2012                       | 47,786        | 47,333          |
| Median Value Of Owner-Occupied Housing Units, 2008-2012  | 158,900       | 138,400         |

Source: U.S. Census Bureau, 2013 Quickfacts.Census.Gov.

# **Building Construction**

The following table indicates the number of building permits and total estimated valuation of these permits issued within the County, excluding the City of Columbia, over a five-year period. These numbers reflect permits issued either for new construction or for major renovation.

| <u>Year</u> | Number of Permits | Estimated Valuation |
|-------------|-------------------|---------------------|
| 2013        | 854               | \$ 71,005,954       |
| 2012        | 891               | 61,431,469          |
| 2011        | 829               | 49,316,672          |
| 2010        | 894               | 114,291,342         |
| 2009        | 745               | 39,676,024          |

Source: Regional Economic Development Inc.; Boone County Resource Management

## **Retail Sales**

The following table shows retail sales by store group.

|             | Total               |               | Eating &        | General            | Furniture          |              |
|-------------|---------------------|---------------|-----------------|--------------------|--------------------|--------------|
| <u>Year</u> | <u>Retail Sales</u> | Food          | <u>Drinking</u> | <u>Merchandise</u> | Furnish. Appliance | <u>Auto</u>  |
| 2013        | \$2,497,217,954     | \$268,169,951 | \$306,913,524   | \$443,183,231      | \$104,363,044      | \$89,585,837 |
| 2012        | 2,402,634,385       | 255,039,275   | 296,066,467     | 445,646,258        | 100,502,588        | 97,632,235   |
| 2011        | 2,298,461,184       | 238,480,728   | 280,233,484     | 438,648,110        | 103,023,193        | 97,938,321   |
| 2010        | 2,198,197,713       | 213,852,221   | 268,448,113     | 439,263,570        | 95,754,923         | 90,628,102   |
| 2009        | 2,152,615,964       | 187,969,216   | 259,611,462     | 451,426,016        | 92,408,834         | 90,459,039   |

Source: Missouri Department of Revenue.

## FINANCIAL INFORMATION CONCERNING THE COUNTY

## **General Financial Practices and Results of Operation**

Accounting, Budgeting and Auditing Procedures. The County follows a modified accrual basis of accounting for all governmental and agency fund types. Under the modified accrual basis of accounting, revenues are recorded when collected unless susceptible to accrual. Significant revenues which are considered susceptible to accrual include property taxes, sales taxes, interest and certain state and federal grants and entitlements. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable, except for un-matured interest on general long-term debt which is recognized when due. Licenses and permits, fines and forfeitures, charges for services and miscellaneous revenues are recorded as revenues when received in cash because they are generally not measurable until actually received. All proprietary funds, private

purpose trust funds, and the pension trust fund are accounted for using the accrual basis of accounting. Their revenues are recognized when earned and their expenses are recognized when incurred.

The County Commission is required by law to prepare an annual budget of estimated receipts and disbursements for the coming fiscal year under the direction of the County Auditor that is presented to the County Commission in September. After a preliminary hearing held in the middle of December, the budget is approved by the County Commission on or before January 10 (January 31<sup>st</sup> in any year of a Commissioner's new term of office). The County's fiscal year is January 1 through December 31. The budget lists estimated receipts by fund and sources and estimated disbursements by fund and purposes and includes a statement of the rate of levy per hundred dollars of assessed valuation required to raise each amount shown on the budget as coming from County taxes.

The financial records of the County are audited annually by a firm of independent certified public accountants in accordance with generally accepted auditing standards. In recent years, the annual audit has been performed by RubinBrown LLP, St. Louis, Missouri. Copies of the audit reports for the past three years are on file in the Clerk's office and the County's website and are available for review.

*Sources of Revenue.* The County finances its general operations through taxes and other miscellaneous sources. For fiscal year 2014, the sources of receipts for the County's General Revenue Fund are expected to be as follows:

| Source                    | Estimated Percent |
|---------------------------|-------------------|
| Taxes                     | 66.8%             |
| Licenses and Permits      | 1.8               |
| Intergovernmental Revenue | 7.2               |
| Charges for Services      | 14.6              |
| Fines and Forfeitures     | 0.1               |
| Interest Income           | 0.2               |
| Hospital Revenues         | 7.1               |
| Other <sup>(1)</sup>      | 2.2               |
| TOTAL                     | 100.0%            |

Source: FY 2014 General Fund Summary (unaudited), from FY 2015 Budget.

(1) Includes proceeds from the sale of County assets and other miscellaneous revenue.

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### Summary of General Fund Receipts, Expenditures and Fund Balances

The following is a summary of the revenues and expenditures for the County's General Fund for the three-year period ended December 31, 2013, which information has been derived from the audited financial statements of the County.

|                                                                                             | 2011                  | 2012                  | 2013                  |
|---------------------------------------------------------------------------------------------|-----------------------|-----------------------|-----------------------|
| <b>REVENUES:</b>                                                                            |                       |                       |                       |
| Property taxes                                                                              | \$ 3,131,488          | \$ 3,132,275          | \$ 3,177,727          |
| Assessments                                                                                 | -                     | -                     | -                     |
| Sales taxes                                                                                 | 12,162,398            | 12,619,573            | 13,165,037            |
| Other taxes                                                                                 | 141,583               | 138,977               | 143,800               |
| Licenses & permits                                                                          | 369,537               | 360,416               | 542,781               |
| Intergovernmental                                                                           | 2,030,178             | 2,214,652             | 1,745,996             |
| Charges for services                                                                        | 3,481,018             | 4,090,246             | 3,884,785             |
| Fines & forfeitures                                                                         | 12,597                | 22,831                | 11,413                |
| Investment income                                                                           | 213,118               | 53,324                | 21,037                |
| Interfund services provided                                                                 | 554,288               | 499,654               | 416,052               |
| Hospital Lease Revenue                                                                      | 1,703,198             | 2,754,294             | 1,784,468             |
| Other                                                                                       | 248,726               | 341,028               | 427,867               |
| TOTAL REVENUES                                                                              | \$24,048,129          | \$26,227,270          | \$25,320,963          |
|                                                                                             |                       |                       |                       |
| EXPENDITURES:                                                                               | P. 5 (02 (04          | ¢ 6 504 207           | ¢ ( 050 711           |
| General government operations                                                               | \$ 5,603,684          | \$ 6,594,397          | \$ 6,052,711          |
| Public safety and judicial services<br>Environment protective inspection and infrastructure | 14,071,644<br>776,560 | 13,844,241<br>829,407 | 14,033,047<br>829,592 |
| Community health & public services                                                          | 1,337,639             | 1,429,477             | 829,392<br>1,364,326  |
| Economic vitality                                                                           | 54,000                | 553,000               | 53,000                |
| Beautification & recreation                                                                 | 48,576                | 59,955                | 74,838                |
| Interfund services used                                                                     | 31,376                | 30,412                | 25,552                |
| Capital outlay                                                                              | 382,746               | 505,474               | 669,654               |
| Debt service:                                                                               | 562,740               | 505,474               | 007,034               |
| Principal retirement                                                                        | 460,000               | 315,000               | 350,000               |
| Interest and fiscal charges                                                                 | 106,865               | 64,947                | 36,111                |
| TOTAL EXPENDITURES                                                                          | \$22,873,090          | \$24,226,310          | \$23,488,831          |
|                                                                                             |                       |                       |                       |
| Revenues Over (Under) Expenditures                                                          | \$1,175,039           | \$2,000,960           | \$1,832,132           |
| Other Financing Sources (Uses)                                                              | (32,313)              | (470,874)             | _(185,679)            |
| Net change in fund balances                                                                 | \$1,142,726           | \$1,530,086           | \$1,646,453           |
| Debt service as a percentage of noncapital expenditures                                     | 2.5%                  | 1.6%                  | 1.7%                  |
| FUND BALANCE- BEGINNING                                                                     | \$7,951,377           | \$ 9,094,103          | \$10,624,189          |
| FUND BALANCE ENDING                                                                         | \$9,094,103           | \$10,624,189          | \$12,270,642          |
|                                                                                             |                       |                       |                       |

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#### Sales Taxes

The following table sets forth the general fund sales tax revenues of the County for each of the last five fiscal years:

| Year | Sales Tax/<br>General Revenue Fund | Sales Tax<br>Collected | Percentage<br>Change Over<br><u>Prior Year</u> |
|------|------------------------------------|------------------------|------------------------------------------------|
| 2014 | 0.50%                              | \$13,660,000*          | 3.8%                                           |
| 2013 | 0.50                               | 13,165,037             | 4.3                                            |
| 2012 | 0.50                               | 12,619,573             | 3.8                                            |
| 2011 | 0.50                               | 12,162,398             | 5.0                                            |
| 2010 | 0.50                               | 11,579,077             | N/A                                            |

\* Unaudited

Source: 2013 Comprehensive Annual Financial Report, 2015 Budget.

#### **Fund Balances**

The County's budget for fiscal year 2015 includes a spend-down of the County's fund balances. The following table sets forth the unreserved, undesignated general fund balances of the County for each of the last five fiscal years:

|                     | <b>Budget Basis</b>         | <u>Net Fund Balance</u> | As Percentage of    |
|---------------------|-----------------------------|-------------------------|---------------------|
|                     | Expenditures <sup>(1)</sup> |                         | <u>Expenditures</u> |
| 2014 <sup>(2)</sup> | \$24,473,542                | \$13,230,960            | 54.1%               |
| 2013                | 23,480,242                  | 12,167,651              | 51.8                |
| 2012                | 24,018,637                  | 10,506,583              | 43.7                |
| 2011                | 22,670,420                  | 8,561,605               | 37.8                |
| 2010                | 23,298,628                  | 7,206,493               | 30.9                |

Source: 2015 Budget.

(1) Excludes other financing uses, equity transfers out and prior year encumbrances.

<sup>(2)</sup> 2014 figures are unaudited.

#### **Revenue Assumptions for 2015 Budget**

Sales Tax. The County depends on sales tax revenue for more than 70% of its annual operating revenue. Sales tax revenue accounts for nearly approximately 55% of the revenues for the General Fund, approximately 80% of the revenues for Road and Bridge activities, and almost 100% of the revenue for the Law Enforcement Services Fund and the Community Children's Services Fund. After the economic downturn in 2008, the local economy has stabilized, causing positive growth in sales tax revenues each year since fiscal year 2010. The expected growth rate for fiscal year 2014 is 3.75%. Based upon general economic forecasts and projections, the County's fiscal year 2015 budget assumes that the sales tax revenues will experience 3.25% growth. The past five years of sales tax revenues for the County's General Fund are shown above under the caption "Sales Taxes."

The County also imposes a 911 and Emergency Management sales tax (the "911 Sales Tax") in the amount of 3/8ths of one percent. This tax became effective on October 1, 2013, following approval in April of 2013 by the affirmative vote of a majority of the County's voters acting on the question. The 911 Sales Tax has no sunset date but is subject to repeal by a majority of the County's voters. All revenues derived by the County from this tax are required to be used solely for the purpose of funding operating costs, capital costs and other

expenses relating to the Project. The County intends to satisfy its obligation to pay principal of and interest on the Bonds from the 911 Sales Tax, however, such revenues are not pledged, nor can they be pledged, to the payment of principal and interest on the Bonds. At the time of the ballot proposal in April 2013, the 911 Sales Tax was expected to generate \$9.5 million annually.

**Property Tax.** In addition to sales tax, the County derives approximately 7% of its operating revenues from property tax. The County is authorized to levy a property tax for General Fund operations and for Road and Bridge operations. The property tax provides approximately \$3.3 million from the General Fund (12.7% of General Fund revenue) and approximately \$1.4 million for road and bridge functions (7.9% of Road and Bridge Revenue). The proposed budget assumes no change in the property tax rates: 12-cent levy for the General Fund and a 5-cent levy for the Road and Bridge Fund. (Property tax rates are expressed per \$100 of assessed valuation.) Although the County Commission has authority to set the property tax rates not to exceed the statutory maximum, the actual rate levied by the County Commission is substantially less than the maximum allowed by law. See the caption "**PROPERTY TAX INFORMATION**" herein.

#### **Risk Management**

The County maintains broad form insurance coverage for property, general liability, errors and omissions liability, law enforcement liability, employment practices liability and medical malpractice. The County is a member of the Missouri Public Entity Risk Management Fund (MOPERM) and has access to a fulltime Risk Manager through that organization. The County also employs a fulltime Risk Management Specialist.

#### **Employee Relations**

The County has a total of 438 full-time personnel and 47 part-time personnel. Except for approximately 50 full-time road and bridge employees, the County's employees are not represented by a union. There have never been any strikes or work stoppages.

#### **DEBT STRUCTURE**

#### **Current Long-Term General Obligation Indebtedness**

The following table sets forth, as of December 31, 2014, all of the outstanding general obligation indebtedness of the County:

|        |              | Original    |             |          |
|--------|--------------|-------------|-------------|----------|
|        | Date of      | Principal   | Amount      | Final    |
| Series | Indebtedness | Amount      | Outstanding | Maturity |
| 2006A  | 7/15/06      | \$ 182,000  | \$ 42,000   | 3/1/16   |
| 2008   | 9/19/08      | 1,700,000   | 814,700     | 4/1/28   |
| 2010   | 1/28/10      | 179,900     | 122,336     | 4/1/29   |
| 2010A  | 8/30/10      | 204,000     | 200,000     | 3/1/30   |
| 2011A  | 4/29/11      | 450,000     | 335,000     | 3/1/21   |
| 2011B  | 10/27/11     | 71,000      | 65,000      | 3/1/31   |
| TOTAL  |              | \$2,786,900 | \$1,579,036 |          |
|        |              |             |             |          |

Source: County Treasurer.

#### Other Outstanding Long-Term Obligations

The following table sets forth, as of December 31, 2014, all of the other long term indebtedness of the County:

|                   | Original                                                               |                                                                                                                                                                                                                                        |                                                                                                                                                                                   |
|-------------------|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date of           | Principal                                                              | Amount                                                                                                                                                                                                                                 | Final                                                                                                                                                                             |
| <u>Obligation</u> | Amount                                                                 | <u>Outstanding</u>                                                                                                                                                                                                                     | <u>Maturity</u>                                                                                                                                                                   |
| 2010              | \$ 830,000                                                             | \$ 530,000                                                                                                                                                                                                                             | 2/1/20                                                                                                                                                                            |
| 2012              | 2,230,000                                                              | 1,530,000                                                                                                                                                                                                                              | 2/1/18                                                                                                                                                                            |
| 2008              | 100,000,000                                                            | 85,165,000                                                                                                                                                                                                                             | 8/1/38                                                                                                                                                                            |
| 2012              | 11,410,000                                                             | 9,265,000                                                                                                                                                                                                                              | 8/1/22                                                                                                                                                                            |
| 2014              | 3,640,000                                                              | 3,640,000                                                                                                                                                                                                                              | 8/1/23                                                                                                                                                                            |
|                   | \$118,110,000                                                          | \$100,130,000                                                                                                                                                                                                                          |                                                                                                                                                                                   |
|                   | Obligation           2010           2012           2008           2012 | Date of         Principal           Obligation         Amount           2010         \$ 830,000           2012         2,230,000           2008         100,000,000           2012         11,410,000           2014         3,640,000 | Date of<br>ObligationPrincipal<br>AmountAmount<br>Outstanding2010\$ 830,000\$ 530,00020122,230,0001,530,0002008100,000,00085,165,000201211,410,0009,265,00020143,640,0003,640,000 |

Source: County Treasurer.

<sup>(1)</sup> Payable from revenues of Boone Hospital Center and not an obligation of the County.

#### **History of Long-Term Indebtedness**

The following table sets forth debt information pertaining to the County as of the end of each of the last five fiscal years:

|             | Total                      |                |                   |               |
|-------------|----------------------------|----------------|-------------------|---------------|
| As of       | Outstanding                | Debt as % of   | Debt as % of      | Debt Per      |
| December 31 | <u>Debt</u> <sup>(1)</sup> | Assessed Value | <u>True Value</u> | <u>Capita</u> |
| 2014        | \$3,639,036                | 0.14%          | *                 | *             |
| 2013        | 4,189,736                  | 0.17           | 0.04%             | \$24.53       |
| 2012        | 4,733,536                  | 0.19           | 0.04              | 28.09         |
| 2011        | 7,323,336                  | 0.31           | 0.07              | 44.22         |
| 2010        | 7,470,075                  | 0.32           | 0.07              | 47.08         |

Source: County; 2013 Comprehensive Annual Financial Report and County Treasurer.

<sup>(1)</sup> Includes all long-term debt excluding hospital revenue bonds.

\* Information not yet available for 2014

The County has never in its history defaulted on the payment of any of its debt obligations.

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#### **Overlapping General Obligation Indebtedness**

The following table sets forth overlapping indebtedness of political subdivisions with boundaries overlapping the County as of December 1, 2014:

| <u>Cities</u><br>City of Ashland<br>City of Centralia<br>City of Columbia<br>City of Hallsville | Amount<br><u>Outstanding<sup>(1)</sup></u><br>\$ 15,000<br>100,000<br>0<br>280,000 | Approximate<br>Percent<br>Applicable<br>to County <sup>(2)</sup><br>100.0%<br>100.0<br><br>100.0 | Approximate<br>Amount<br>Applicable<br><u>to County<sup>(2)</sup></u><br>\$ 15,000<br>100,000<br>0<br>280,000 |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| City of Sturgeon                                                                                | 0                                                                                  |                                                                                                  | 0                                                                                                             |
| Special Districts                                                                               |                                                                                    |                                                                                                  |                                                                                                               |
| Columbia Library District                                                                       | 6,150,000                                                                          | 100.0                                                                                            | 6,150,000                                                                                                     |
| Boone County Fire Protection District                                                           | 7,000,000                                                                          | 100.0                                                                                            | 7,000,000                                                                                                     |
| Southern Boone County Fire Protection District                                                  | 1,755,000                                                                          | 100.0                                                                                            | 1,755,000                                                                                                     |
| School Districts                                                                                |                                                                                    |                                                                                                  |                                                                                                               |
| Southern Boone County R-I SD                                                                    | 14,080,000                                                                         | 100.0                                                                                            | 14,080,000                                                                                                    |
| Hallsville R-IV SD                                                                              | 7,524,680                                                                          | 100.0                                                                                            | 7,524,680                                                                                                     |
| Sturgeon R-V SD                                                                                 | 3,385,000                                                                          | 67.5                                                                                             | 2,223,945                                                                                                     |
| Centralia R-VI SD                                                                               | 10,770,000                                                                         | 73.0                                                                                             | 7,862,100                                                                                                     |
| Harrisburg R-VIII SD                                                                            | 5,700,000                                                                          | 92.1                                                                                             | 5,255,400                                                                                                     |
| School District of Columbia                                                                     | 225,302,000                                                                        | 100.0                                                                                            | 225,302,000                                                                                                   |
| Fayette R-III SD                                                                                | 0                                                                                  | ·                                                                                                | 0                                                                                                             |
| New Franklin R-I SD                                                                             | 0                                                                                  |                                                                                                  | 0                                                                                                             |
| North Callaway R-I SD                                                                           | 0                                                                                  |                                                                                                  | 0                                                                                                             |
| TOTAL                                                                                           | \$282,061,680                                                                      |                                                                                                  | \$277,548,125                                                                                                 |

<sup>(1)</sup> Includes general obligation debt backed by the full faith and credit, and for which the entities are authorized to levy unlimited taxes for payment therefor. Excludes special obligation debt, revenue bonds and other obligations such as neighborhood improvement district bonds, which are not secured by the unlimited taxes.

<sup>(2)</sup> Percentages have been determined based on assessed valuation for the portion of the entity located within Boone County.

#### Legal Debt Capacity

Under Article VI, Sections 26(b) and (c) of the Constitution of Missouri, the County may incur indebtedness for authorized purposes not to exceed 10% of the valuation of taxable tangible property in the County according to the last completed assessment upon the approval of four-sevenths of the qualified voters in the County voting on the proposition at any municipal, primary or general election or two-thirds voter approval on any other election date. The current legal debt limit of the County is \$253,360,000. The current total outstanding indebtedness of the County is \$1,579,036, together with an additional \$4,554,457 in authorized but unissued indebtedness, which leaves a legal debt margin of \$247,226,507.

As part of the County's neighborhood improvement district (NID), program, on November 3, 1992, voters of the County approved \$3,500,000 in general obligation bonds for the purpose of financing the construction and repair of roads and streets within the County. Currently, \$1,469,000 remains unissued. On November 4, 1997, voters of the County approved \$5,500,000 in general obligation bonds for the purpose of constructing, installing and extending main and lateral storm water drains and sanitary sewer systems and appurtenances thereto. Currently, \$3,085,457 remains unissued.

#### PROPERTY TAX INFORMATION

#### **Property Valuations**

Assessment Procedure: All taxable real and personal property within the County is assessed annually by the County Assessor. Missouri law requires that personal property be assessed at 33-1/3% of true value and that real property be assessed at the following percentages of true value:

| Residential real property                    | 19% |
|----------------------------------------------|-----|
| Agricultural and horticultural real property | 12% |
| Utility, industrial, commercial,             |     |
| railroad and all other real property         | 32% |

A general reassessment of real property occurred statewide in 1985. In order to maintain equalized assessed valuations following this reassessment, the state legislature adopted a maintenance law in 1986. On January 1 in every odd-numbered year, each County Assessor must adjust the assessed valuation of all real property located within the county in accordance with a two-year assessment and equalization maintenance plan approved by the State Tax Commission.

The County Assessor is responsible for preparing the tax roll each year and for submitting the tax roll to the Board of Equalization. The County Board of Equalization has the authority to adjust and equalize the values of individual properties appearing on the tax rolls.

*Current Assessed Valuation*: The following table shows the total assessed valuation, by category, of all taxable tangible property situated in the County according to the finally adjusted assessment for 2013.

| <b>Type of Property</b> | Total Assessed<br><u>Valuation</u> | Assessment<br><u>Rate</u> | Total Estimated<br><u>Actual Valuation</u> | % of Actual<br><u>Valuation</u> |
|-------------------------|------------------------------------|---------------------------|--------------------------------------------|---------------------------------|
| Real Property:          |                                    |                           |                                            |                                 |
| Residential             | \$1,425,592,326                    | 19.2%                     | \$7,437,005,693                            | 68.3%                           |
| Agricultural            | 24,376,857                         | 11.5%                     | 211,840,677                                | 1.9                             |
| Commercial              | 540,456,021                        | 30.9%                     | 1,746,341,418                              | 16.0                            |
| Total Real Property     | \$1,990,425,204                    |                           | \$9,395,187,788                            | 86.3                            |
| Personal Property       | 453,312,704                        | 32.8%                     | 1,380,573,679                              | 12.7                            |
| State Assessed          | 36,648,760                         | 32.0%                     | 114,527,375                                | 1.1                             |
| TOTAL PROPERTY          | <u>\$2,480,386,668</u>             |                           | <u>\$10,890,288,842</u>                    | <u>100.0%</u>                   |

Source: Boone County Clerk.

*History of Property Valuations*: The total assessed valuation and estimated actual value of all taxable tangible property situated in the County, including state assessed railroad and utility property, according to the finally adjusted assessments for each of the following years, has been as follows:

|      | Real            | Personal        | State        | Total           | Percentage |
|------|-----------------|-----------------|--------------|-----------------|------------|
| Year | <b>Property</b> | <b>Property</b> | Assessed     | Assessed        | Change     |
| 2013 | \$1,990,425,204 | \$453,312,704   | \$36,648,760 | \$2,480,386,668 | 2.1%       |
| 2012 | 1,953,034,750   | 441,197,726     | 34,738,555   | 2,428,971,031   | 2.3        |
| 2011 | 1,937,366,439   | 402,467,181     | 35,170,581   | 2,375,004,201   | 2.0        |
| 2010 | 1,917,306,476   | 375,672,926     | 35,272,705   | 2,328,252,107   | 1.0        |
| 2009 | 1,892,882,026   | 378,020,300     | 33,591,530   | 2,304,493,856   | N/A        |

Source: Boone County Clerk.

#### **Property Tax Levies and Collections**

Property taxes are levied and collected by the County. The County is required by law to prepare an annual budget, which includes an estimate of the amount of revenues to be received from all sources for the budget year, including an estimate of the amount of money required to be raised from property taxes and the tax levy rates required to produce such amounts. The budget must also include proposed expenditures and must state the amount required for the payment of interest, amortization and redemption charges on the County's debt for the ensuing budget year. Such estimates are based on the assessed valuation figures provided by the County Clerk. The County must fix its ad valorem property tax rates and certify them to the County Clerk not later than September first for entry in the tax books.

The County Clerk receives the county tax books from the County Assessor, which set forth the assessments of real and personal property. The County Clerk enters the tax rates certified to him by the local taxing bodies in the tax books and assesses such rates against all taxable property in the County as shown in such books. The County Clerk forwards the tax books by October 31 to the County Collector, who is charged with levying and collecting taxes as shown therein. The County Collector extends the taxes on the tax rolls and issues the tax statements in early December. Taxes are due by December 31 and become delinquent if not paid to the County Collector by that time. All tracts of land and county lots on which delinquent taxes are due are charged with a penalty of eighteen percent of each year's delinquency. All lands and lots on which taxes are delinquent and unpaid are subject to sale at public auction in August of each year.

The County Collector is required to make disbursements of collected taxes to the County each month. Because of the tax collection procedure described above, the County receives the bulk of its moneys from local property taxes in the months of December, January and February.

#### **Tax Rates**

Debt Service Levy. Once indebtedness has been approved by the required percentage of the voters voting therefor and bonds are issued, the County is required under Article VI, Section 26(f) of the Missouri Constitution to levy an annual tax on all taxable tangible property therein sufficient to pay the interest and principal of the indebtedness as they fall due and to retire the same within 20 years from the date of issue. The County Commission may set the tax rate for debt service, without limitation as to rate or amount, at the level required to make such payments. Debt service tax levies will not be required since all existing debt is being retired through annual appropriations in the General Fund, lease rentals, or special assessments.

*Operating Levy.* The current operating levy of the County is \$0.12 per \$100 of assessed valuation. The operating levy does not require annual voter approval but the County Commission cannot raise the rate above that approved in the last election. Under Article X, Section 11(c) of the Missouri Constitution, any increase in the County's operating levy above \$0.35 must be approved by 2/3 of the voters voting on the proposition.

The following table shows the County's tax levies (per \$100 of assessed valuation) for each of the last five fiscal years:

|        |             | Road and    |          |                |          |
|--------|-------------|-------------|----------|----------------|----------|
| Fiscal | General     | Bridge      | Group    | Debt           | Total    |
| Year   | <u>Fund</u> | <b>Fund</b> | Homes    | <u>Service</u> | Levy     |
| 2014   | \$0.1200    | \$0.0500    | \$0.1146 | \$0.0000       | \$0.2846 |
| 2013   | 0.1200      | 0.0500      | 0.1146   | 0.0000         | 0.2846   |
| 2012   | 0.1200      | 0.0500      | 0.1146   | 0.0000         | 0.2846   |
| 2011   | 0.1200      | 0.0475      | 0.1130   | 0.0000         | 0.2805   |
| 2010   | 0.1200      | 0.0475      | 0.1127   | 0.0000         | 0.2802   |

## Tax Collection Record <sup>(1)</sup>

| Collector |             |                  |            |                  |                  |
|-----------|-------------|------------------|------------|------------------|------------------|
| Fiscal    | Total       | Current          | Delinquent | Total            | Percent of       |
| Year End  | Taxes       | Tax              | Tax        | Tax              | Total Tax        |
| 2/28      | Levied      | <b>Collected</b> | Collected  | <b>Collected</b> | <b>Collected</b> |
| 2013      | \$2,985,659 | \$2,907,145      | \$102,388  | \$3,009,533      | 100.8%           |
| 2012      | 2,920,948   | 2,837,173        | 99,563     | 2,936,736        | 100.5            |
| 2011      | 2,793,655   | 2,708,627        | 137,680    | 2,846,307        | 101.9            |
| 2010      | 2,767,832   | 2,677,971        | 122,498    | 2,800,469        | 101.2            |
| 2009      | 2,774,702   | 2,677,538        | 121,489    | 2,799,026        | 100.9            |

Source: Boone County Auditor.

<sup>(1)</sup> Includes County General Revenue only. The tax amounts are gross collections; and the totals include penalties collected.

### **Major Property Taxpayers**

The following table sets forth the ten largest property taxpayers in the County for fiscal year 2013.

| Firm                                   | <u>Type of Business</u> | Amount<br><u>Assessed Value</u> |
|----------------------------------------|-------------------------|---------------------------------|
| Union Electric-Gas Distribution System | Utility                 | \$29,288,478                    |
| Boone Electric Coop                    | Utility                 | 14,099,158                      |
| CenturyTel Of Missouri LLC             | Utility/Phone           | 13,396,142                      |
| Ameren Union Electric                  | Utility                 | 12,244,571                      |
| Shelter Mutual Ins Co                  | Insurance               | 10,955,776                      |
| TKG Biscayne LLC                       | Retail                  | 9,963,503                       |
| State Farm Mutual Auto Ins Co          | Insurance               | 9,754,620                       |
| Columbia Mall LLC                      | Retail                  | 8,529,345                       |
| The Links At Columbia                  | Golf Course             | 7,563,020                       |
| Hubbell Power Systems Inc              | Manufacturing           | 7,425,305                       |

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Source: Boone County Clerk

#### APPENDIX C

#### SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDER AND THE CONTINUING DISCLOSURE UNDERTAKING

The Bond Order specifies the details and terms of the Bonds as set out in this Official Statement. The following is a summary of certain other provisions contained in the Bond Order and is qualified in its entirety by reference to the Bond Order.

#### Definitions

"Arbitrage Instructions" means the Arbitrage Instructions attached to the County's Federal Tax Certificate delivered concurrently with the issuance of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

"Bondowner" or "Registered Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

"Bond Order" means the Resolution and Order passed by the governing body of the County, authorizing the issuance of the Bonds.

"Bond Payment Dates" means any date on which principal of or interest on any Bond is payable.

**"Bond Register"** means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

"Bonds" means the Special Obligation Bonds (Emergency Communications Center Project), Series 2015, authorized and issued by the County pursuant to the Bond Order.

**"Business Day"** means a day other than a Saturday, Sunday or holiday on which the Paying Agent shall be scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

"County" means Boone County, Missouri, and any successors or assigns.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated the same rating afforded United States Government Obligations by any NRSRO.

"Interest Payment Date" means the Stated Maturity of an installment of interest on any Bond.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"NRSRO" means a nationally-recognized statistical rating organization registered within the United States Securities and Exchange Commission.

"Outstanding" means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered under the Bond Order, except the following Bonds:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of the Bond Order; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Bond Order.

"**Participants**" means those financial institutions for whom the Securities Depository effects bookentry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means UMB Bank, N.A., St. Louis, Missouri, and any successors or assigns.

"Permitted Investments" means any of the following securities, if and to the extent the same are at the time legal for investment of the County's funds:

- (a) United States Government Obligations;
- (b) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by United States

Government Obligations which shall have a market value, exclusive of accrued interest, at all times al least equal to the principal amount of such certificates of deposit or time deposits;

- (c) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of Treasury of the United States of America;
- (d) obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:
  - Export Import Bank,
  - Farm Credit System Financial Assistance Corporation,
  - Rural Economic Community Development Administration (formerly the Farmers Home Administration),
  - General Services Administration,
  - U.S. Maritime Administration,
  - Small Business Administration,
  - Government National Mortgage Association (GNMA),
  - U.S. Department of Housing & Urban Development (PHA's),
    - Federal Housing Administration, and
  - Federal Financing Bank;
- (e) direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:
  - Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC),
    - Obligations of the Resolution Funding Corporation (REFCORP), and
  - Senior debt obligations of the Federal Home Loan Bank System;

(f) banker's acceptances with domestic commercial banks which have a short term rating at the time of purchase in the single highest classification from one NRSRO, and which mature not more than 180 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(g) commercial paper issued by an issuer with at least \$250,000,000 in commercial paper outstanding, which has a short term rating at the time of purchase in the single highest classification from two NRSROs and a long term rating of "A" from at least one NRSRO, and which matures not more than 270 days after the date of purchase;

(h) Repurchase Agreements, which must meet the following criteria:

Repurchase agreements provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to a municipal entity (buyer/lender), and the transfer of cash from a municipal entity to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the municipal entity in exchange for the securities at a specific date.

- (1) <u>Repos must be between the Paying Agent and a dealer bank or securities firm</u>
  - (A) <u>Primary dealers</u> on the Federal Reserve reporting dealer list which are rated in the third highest rating category or better (without respect to modifiers) by any two NRSROs, or

- (B) <u>Banks</u> rated rated in the third highest rating category or better (without respect to modifiers) by any two NRSROs.
- (2) <u>The written repo contract must include the following:</u>
  - (A) <u>Securities which are acceptable for transfer are:</u>
    - (i) Direct United States Government Obligations, or
    - (ii) Obligations described in clause (d), (e) or (f) above.
  - (B) The term of the repo may be up to **30** days
  - (C) The collateral must be delivered to the municipal entity, trustee (if trustee is not supplying the collateral) or third party acting as agent for the trustee (if the trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).
  - (D) <u>Valuation of Collateral</u>
    - (i) <u>The securities must be valued weekly, marked-to-market</u> at current market price <u>plus</u> accrued interest
      - (a) The value of collateral must be equal to 104% of the amount of cash transferred by the municipal entity to the dealer bank or security firm under the repo plus accrued interest. If the value of securities held as collateral slips below 104% of the value of cash transferred by municipality, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.
- (3) Legal opinion which must be delivered to the Paying Agent:
- (A) Repo meets guidelines under state law for legal investment of public funds.
   (i) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Project" means the County's construction, improvement and equipping of a consolidated 911 Call Center, Office of Emergency Management, and Emergency Operations Center, known collectively as the Emergency Communications Center (ECC), including the acquisition and installation of all hardware, software, radio, and call-taking technology and equipment.

"Purchaser" means \_\_\_\_\_\_, \_\_\_\_, the original purchaser of the Bonds.

"Record Date" for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of the Bond Order.

**"Redemption Price"** when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of the Bond Order, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Securities Depository" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"Special Record Date" means the date fixed by the Paying Agent Pursuant to the Bond Order for the payment of Defaulted Interest.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and the Bond Order as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are held in a custodial account for the benefit of the County.

#### **Funds and Accounts**

The Bond Order creates the following funds and accounts, all of which will be held by the County:

- (a) Boone County, Missouri, Series 2015 Special Obligation Bonds—Project Fund (the "Project Fund"); and
- (b) Boone County, Missouri, Series 2015 Special Obligation Bonds—Debt Service Fund (the "Debt Service Fund").

#### **Deposit of Bond Proceeds**

On the closing date, the net proceeds received from the sale of the Bonds shall be deposited in the Project Fund simultaneously with the delivery of the Bonds.

#### Application of Moneys in the Project Fund

Moneys in the Project Fund shall be used by the County solely for the purpose of (a) paying the costs of the Project, as hereinbefore provided, in accordance with the plans and specifications therefor prepared by the County's architect's heretofore approved by the County Commission and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the County's architects and approved by the County and (b) paying the costs and expenses of issuing the Bonds.

Withdrawals from the Project Fund shall be made only when authorized by the County Commission and only on duly authorized and executed warrants or vouchers therefor accompanied by a certificate executed by the County's architects that such payment is being made for a purpose within the scope of the Bond Order and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Project Fund of all costs and expenses incident to the issuance of the Bonds without a certificate from the County's architects.

Upon completion of the purpose for which the Bonds have been issued any surplus remaining in the Project Fund shall be transferred to and deposited in the Debt Service Fund.

#### Application of Moneys in Debt Service Fund

All amounts paid and credited to the Debt Service Fund shall be expended and used by the County for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Bonds, the costs of compliance related to the tax-exemption on the Bonds (in accordance with the Federal Tax Certificate) and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the County. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Bond Order and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the County shall be transferred and paid into the 911/Emergency Management sales tax fund of the County.

#### **Deposits and Investment of Moneys**

Moneys in each of the funds created by and referred to in the Bond Order shall be deposited in a bank or banks or other legally permitted financial institutions and shall be continuously and adequately secured as provided by the laws of the State of Missouri. All moneys held in the funds created by the Bond Order shall be kept separate and apart from all other funds of the County so that there shall be no commingling of such funds with any other funds of the County.

Moneys held in any fund referred to in the Bond Order may be invested in accordance with the Bond Order and the Arbitrage Instructions, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

#### Remedies

The provisions of the Bond Order, including the covenants and agreements herein contained, shall constitute a contract between the County and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the County and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Order, or by the Constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the County, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

#### Limitation on Rights of Bondowners

The covenants and agreements of the County contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in the Bond Order. No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right under the Bond Order, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

#### **Remedies Cumulative**

No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by the Bond Order may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the County and the Registered Owners of the Bonds shall be restored to their former positions and rights under the Bond Order, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

#### **No Acceleration**

Notwithstanding anything in the Bond Order to the contrary, the Bonds are not subject to acceleration upon the occurrence of an event of default under the Bond Order.

#### Defeasance

When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in the Bond Order and all other rights granted hereby shall terminate, with respect to the Facilities, the Bonds or scheduled interest payments thereon and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of the Bond Order if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the County has elected to redeem such Bonds, and (2) either notice of such redemption. Any moneys and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other bank or trust company by or on behalf of the County, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with the Paying Agent or other bank or trust company in trust for the payment and discharge thereof. All moneys and Defeasance Obligations deposited with the Paying Agent or other bank or trust company in trust for the payment and discharge thereof. All moneys and Defeasance Obligations of the Bond order.

#### **Representations and Covenants**

The County represents and certifies under the Bond Order that the facility included in the Project is a necessary and essential County facility.

The County covenants and agrees under the Bond Order that it will comply with all provisions and requirements of the Federal Tax Certificate, with such changes therein as shall be approved by the Presiding Commissioner of the County, which officer is hereby authorized to execute the Federal Tax Certificate for and on behalf of the County, such officer's signature thereon being conclusive evidence of his or her approval thereof.

#### **Annual Audit**

Annually, promptly after the end of the fiscal year, the County will cause an audit to be made of its funds and accounts for the preceding fiscal year by a certified public accountant or firm of certified public accountants.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the County Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner. A copy of any such audit will, upon request and upon receipt by the County of payment of the reasonable cost of preparing and mailing the same, be sent to any Bondowner or prospective Bondowner.

As soon as possible after the completion of the annual audit, the governing body of the County shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of the Bond Order, the County shall promptly cure such deficiency.

#### Amendments

The rights and duties of the County and the Bondowners, and the terms and provisions of the Bonds or of the Bond Order, may be amended or modified at any time in any respect by ordinance of the County with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the County Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the County is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of the Bond Order.

Any provision of the Bonds or of the Bond Order may, however, be amended or modified by order or resolution duly adopted by the governing body of the County at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners, the County may amend or supplement the Bond Order for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of the Bond Order, to which the written consent of the Bondowners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the County amending or supplementing the provisions of the Bond Order and shall be deemed to be a part of the Bond Order. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of the Bond Order shall always be kept on file in the office of the County Clerk, and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by the Bond Order, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of the Bond Order will be sent by the County Clerk to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the County Clerk a copy of the ordinance of the County hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The County shall furnish to the Paying Agent a copy of any amendment to the Bonds or the Bond Order which affects the duties or obligations of the Paying Agent under the Bond Order.

#### Notices, Consents and Other Instruments by Bondowners

Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (except for the assignment of ownership of a Bond as provided for in the form of Bond), if made in the following manner, shall be sufficient for any of the purposes of the Bond Order, and shall be conclusive in favor of the County and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely: (a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under the Bond Order, Bonds owned by the County shall be disregarded and deemed not to be Outstanding under the Bond Order, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the County.

#### SUMMARY OF THE CONTINUING DISCLOSURE UNDERTAKING

The following is a summary of certain provisions of the Continuing Disclosure Undertaking. The following is not a comprehensive description, however and is qualified in its entirety by reference to the Continuing Disclosure Undertaking for a full recital of the provisions thereof.

#### Definitions

In addition to the definitions set forth in the Bond Ordinance, which apply to any capitalized term used in the Continuing Disclosure Undertaking unless otherwise defined below, the following capitalized terms have the following meanings:

"Annual Report" means any Annual Report provided by the County pursuant to, and as described in, the Continuing Disclosure Undertaking.

"Beneficial Owner" means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures.

"Material Events" means any of the events listed in the Continuing Disclosure Undertaking.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"Participating Underwriter" means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" means the MSRB.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

#### **Provision of Annual Reports**

The County shall, not later than 180 days after the end of the County's fiscal year, provide to the MSRB, through EMMA, the following financial information and operating data (the **"Annual Report"**):

(1) The audited financial statements of the County for the prior fiscal year prepared in accordance with the accounting principles described in the notes to the financial statements included as part of the Official Statement for the Bonds and audited by its independent auditors (or if not available as of such date, the unaudited financial statements of the County and as soon thereafter as available such audited financial statements of the County); and

(2) Updates as of the end of the fiscal year of the financial information and operating data contained in *Appendix A* to the final Official Statement for the Bonds in substantially the scope and form contained in such Appendix in the tables labeled or identified as follows, which information may be contained in the audited financial statements of the County or any schedules supplemental thereto:

### FINANCIAL INFORMATION CONCERNING THE COUNTY: Sales Taxes Fund Balances

DEBT STRUCTURE: Current Long-Term General Obligation Indebtedness Other Outstanding Long-Term Obligations History of Long-Term Indebtedness

PROPERTY TAX INFORMATION: Property Valuations: Current Assessed Valuation History of Property Valuations Tax Rates Tax Collection Record

**Major Property Taxpayers** 

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the County is an **"obligated person"** (as defined by the Rule), which have been provided to the MSRB and is available through EMMA or to the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The County shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; *provided* that the audited financial statements of the County may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the County's fiscal year changes, it shall give notice of such change in the same manner as for a Material Event.

#### **Reporting of Material Events**

Pursuant to the provisions of the Continuing Disclosure Undertaking, the County shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds, if material ("Material Events"):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the County;
- (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material.

If the County has not submitted the Annual Report to the MSRB by the date required above, the County shall send a notice to the MSRB of the failure of the County to file on a timely basis the Annual Report.

#### Termination of Reporting Obligation

The County's obligations under the Continuing Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the County's obligations under the Continuing Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with the Continuing Disclosure Undertaking in the same manner as if it were the County, and the County shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the County shall give notice of such termination or substitution in the same manner as for a Material Event.

#### **Designated Agents**

The County may, from time to time, appoint or designate one or more agents (each, a "designated agent") to submit Annual Reports, Material Event notices, and other notices or reports with the MSRB.

#### Amendment; Waiver

Notwithstanding any other provision of the Continuing Disclosure Undertaking, the County may amend the Continuing Disclosure Undertaking and any provision of the Continuing Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in United States securities law matters provides the County with its written opinion that the undertaking of the County contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to the Continuing Disclosure Undertaking.

In the event of any amendment or waiver of a provision of the Continuing Disclosure Undertaking, the County shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the County. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

#### **Additional Information**

Nothing in the Continuing Disclosure Undertaking shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in the Continuing Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by the Continuing Disclosure Undertaking. If the County chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by the Continuing Disclosure Undertaking, the County shall have no obligation under the Continuing Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

#### Default

If the County fails to comply with any provision of the Continuing Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County to comply with its obligations under the Continuing Disclosure Undertaking. A default under the Continuing Disclosure Undertaking shall not be deemed an event of default under the Bond Ordinance or the Bonds, and the sole remedy under the Continuing Disclosure Undertaking in the event of any failure of the County to comply with the Continuing Disclosure Undertaking shall be an action to compel performance.

#### APPENDIX D

#### **BOOK-ENTRY ONLY SYSTEM**

The following information concerning DTC and DTC's Book-Entry Only System has been obtained from sources that the County believes to be reliable, but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the County, the Paying Agent or the Underwriter. The County, the Paying Agent and the Underwriter make no assurances that DTC, Direct Participants, Indirect Participants or other nominees of the Beneficial Owners will act in accordance with the procedures described above or in a timely manner.

General. The Bonds are available in book-entry only form. Purchasers of the Bonds will not receive certificates representing their interests in the Bonds. Ownership interests in the Bonds will be available to purchasers only through a book-entry system (the "Book-Entry System") maintained by The Depository Trust Company ("DTC"), New York, New York.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. The following discussion will not apply to any Bonds issued in certificate form due to the discontinuance of the DTC Book Entry Only System, as described below.

DTC and its Participants. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

**Purchase of Ownership Interests.** Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of

Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

*Transfers.* To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

*Notices.* Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond Ordinance. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

*Voting.* Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

**Payments of Principal, Redemption Price and Interest.** Payment of principal or redemption price of and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the County or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, its nominee, the Paying Agent or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal or redemption price of and interest on the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County or the Paying Agent. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

**Discontinuation of Book-Entry System.** DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the County or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered as described in the Bond Ordinance.

The County may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed, registered in the name of DTC's partnership nominee, Cede & Co. (or such other name as may be requested by an authorized

representative of DTC), and delivered to DTC (or a successor securities depository), to be held by it as securities depository for Direct Participants. If, however, the system of book-entry-only transfers has been discontinued and a Direct Participant has elected to withdraw its Bonds from DTC (or such successor securities depository), Bond certificates may be delivered to Beneficial Owners in the manner described in the Bond Ordinance.

RESPONSIBILITY OR OBLIGATIONS TO SUCH PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE PARTICIPANTS, THE INDIRECT PARTICIPANTS, OR THE BENEFICIAL OWNERS.

THE INFORMATION IN THIS SECTION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE COUNTY AND THE UNDERWRITER BELIEVE TO BE RELIABLE, BUT THE COUNTY AND THE UNDERWRITER TAKE NO RESPONSIBILITY FOR THE ACCURACY THEREOF, AND NEITHER THE PARTICIPANTS NOR THE BENEFICIAL OWNERS SHOULD RELY ON THE FOREGOING INFORMATION WITH RESPECT TO SUCH MATTERS BUT SHOULD INSTEAD CONFIRM THE SAME WITH DTC OR THE PARTICIPANTS, AS THE CASE MAY BE.

17-2015

# **CERTIFIED COPY OF ORDER**

| STATE OF MISSOURI                      | January Session of the January Adjourned |    |    |  |
|----------------------------------------|------------------------------------------|----|----|--|
| County of Boone                        |                                          |    |    |  |
| In the County Commission of said count | y, on the 15th day of January            | 20 | 15 |  |

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 Government Center Conference Room 301 by the Missouri Department of Mental Health Dietetic Services Directors for February 25, 2015 from 9:00 a.m. to 2:00 p.m.

Done this 15th day of January, 2015.

ATTEST: rer

Wendy S. Moren Clerk of the County Commission

aniel K. Atwi

Presiding Commissioner

ull, are

Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner



# **Boone County Commission**

#### APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Grounds and/or Roger B. Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: \_\_\_\_\_ Business meeting - MO Dept. of Mental Health Dietetic Services Directors

Date(s) of Use: <u>February 25, 2015 (Wednesday)</u>

Facility requested: Courthouse Grounds - Courthouse Plaza - Chambers - Rm301 XX Rm306 - Rm311 - Rm332 Centralia Clinic

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

- 1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.
- 2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
- 3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
- 4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or 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 on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: \_\_\_\_\_Missouri Dept. of Mental Health - Dietetic Services - Melanie Bullard, RDLD, Dietetic Services Coordinator

Organization Representative/Title: <u>Melanie Bullard, RDLD, Dietetic Services Coordinator</u> address: <u>1706 E. Elm St. Jefferson City, MO 65101</u>

Phone Number: 573-751-7249

\_\_\_\_\_Date of Application:01/12/2015\_\_\_\_\_

Email Address: <u>Melanie.bullard@dmh.mo.gov</u>

#### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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: ender S. Nover my County Clerk 1-15-15

DATE:\_

BOONE COUNTY, MISSOURI

County Commissioner

18-2015

# **CERTIFIED COPY OF ORDER**

| STATE OF MISSOURI                     | January Session of the January Adjourned |    |    |  |
|---------------------------------------|------------------------------------------|----|----|--|
| County of Boone                       |                                          |    |    |  |
| In the County Commission of said coun | nty, on the 15th day of January          | 20 | 15 |  |

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 Government Center Chambers by People's Visioning for January 17, 18, 24 and 25, 2015 from 9:00 a.m. to 6:00 p.m.

Done this 15th day of January, 2015.

ATTEST: ntev Wendy S. Noten

Clerk of the County Commission

Daniel K. Atwill

hille

Presiding Commissioner

Karen M. Miller District I Commissioner

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: <u>Peoples Visioning</u>                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                          |                                                                                                                                                                            |                                                                                                                                                                               |                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Address: 2808 Greenbriar Dr                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                          |                                                                                                                                                                            |                                                                                                                                                                               |                                                                                                                    |
| City: <u>Columbia</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                          | _State: <u>MO</u> _                                                                                                                      | ZIP Code                                                                                                                                                                   | 65203-3664                                                                                                                                                                    |                                                                                                                    |
| Phone:573-443-4717                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Website:                                                                                                                                 | NA                                                                                                                                                                         |                                                                                                                                                                               |                                                                                                                    |
| Individual Requesting Use: Monta Welch                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                          | Position                                                                                                                                                                   | in Organization:                                                                                                                                                              | Director                                                                                                           |
| Facility requested: *□* Chambers* □ Room 301                                                                                                                                                                                                                                                                                                                                                                                                                                   | □Room 311                                                                                                                                | □Room 332                                                                                                                                                                  | □Centralia Clinic                                                                                                                                                             |                                                                                                                    |
| Event:Meeting                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                          |                                                                                                                                                                            |                                                                                                                                                                               |                                                                                                                    |
| Description of Use (ex. Speaker, meeting, reception):                                                                                                                                                                                                                                                                                                                                                                                                                          | Organizational                                                                                                                           | /Educational                                                                                                                                                               |                                                                                                                                                                               |                                                                                                                    |
| Date(s) of Use: 1/17/15 and 1/18/15                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                          |                                                                                                                                                                            |                                                                                                                                                                               |                                                                                                                    |
| Start Time of Setup:9-10 AM                                                                                                                                                                                                                                                                                                                                                                                                                                                    | _AM/PM                                                                                                                                   | Start Time of Even                                                                                                                                                         | t:10 AM                                                                                                                                                                       | AM/PM                                                                                                              |
| End Time of Event: <u>5 PM</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                 | _AM/PM                                                                                                                                   | End Time of Clean                                                                                                                                                          | up:6 PM                                                                                                                                                                       | AM/PM                                                                                                              |
| <ol> <li>The undersigned organization agrees to abide by the fo</li> <li>To abide by all applicable laws, ordinance</li> <li>To remove all trash or other debris that m</li> <li>To repair, replace, or pay for the repair of</li> <li>To conduct its use in such a manner as to</li> <li>To indemnify and hold the County of Bo damages, actions, causes of action or suits settlements on account of bodily injury or organizational use of rooms as specified in</li> </ol> | es and county por<br>nay be deposited<br>r replacement of<br>one unreasonal<br>one, its officers,<br>s of any kind or<br>r property dama | licies in using Boone<br>d (by participants) in a<br>damaged property in<br>oly interfere with Boo<br>agents and employee<br>nature including cost<br>ge incurred by anyon | County Government con-<br>rooms by the organization<br>including carpet and furnish-<br>one County Government b<br>es, harmless from any and<br>s, litigation expenses, attor | ference rooms.<br>al use.<br>nings in rooms.<br>uilding functions.<br>all claims, demands,<br>mey fees, judgments, |
| Organization Representative/Title: Director                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                          |                                                                                                                                                                            |                                                                                                                                                                               |                                                                                                                    |
| Phone Number:573-443-4717                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                          | Date of Applicatio                                                                                                                                                         | on:1/14/15                                                                                                                                                                    |                                                                                                                    |
| Email Address:mntwelch1@gmail.com                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                          |                                                                                                                                                                            |                                                                                                                                                                               |                                                                                                                    |
| Applications may be submitted in person or by m<br>MO 65201 or by                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                          | e County Commiss                                                                                                                                                           |                                                                                                                                                                               | m 333, Columbia,                                                                                                   |
| PERMIT FOR ORGANIZATIONAL USE                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                          |                                                                                                                                                                            |                                                                                                                                                                               |                                                                                                                    |

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:      | lez | 5.1  | Jonen    | heat |
|--------------|-----|------|----------|------|
| County Clerk | 71  |      | <b>.</b> |      |
| DATE:        | 0   | 1-15 | -15      |      |

BOONE COUNTY, MISSOURI Commissioner ounty



NUEUL D. WILDON Boone County Government Center 801 East Walnut, Room 333 Columbia, MO 65201-7732 573-886-4305 • FAX 573-886-4311

# **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: <u>Peoples Visioning</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                       |                    |                   |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------|--------------------|-------------------|--|
| Address: 2808 Greenbriar Dr                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                       |                    |                   |  |
| City: <u>Columbia</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | State:MO        | ZIP Code                              | 65203-3664         |                   |  |
| Phone:573-443-4717                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Website:        | <u>NA</u>                             |                    |                   |  |
| Individual Requesting Use: Monta Welch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 | Position                              | n in Organization: | Director          |  |
| Facility requested: *□* Chambers* □ Room 301                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Room 311        | Room 332                              | Centralia Clinic   |                   |  |
| Event:Meeting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                       |                    |                   |  |
| Description of Use (ex. Speaker, meeting, reception):_                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Organizational/ | Educational                           |                    |                   |  |
| Date(s) of Use:1/24/15 and 1/25/15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Sat/Sun         |                                       |                    |                   |  |
| Start Time of Setup:9-10 AM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | _AM/PM          | Start Time of Even                    | t:10_AM            | AM/PM             |  |
| End Time of Event: <u>5 PM</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | _AM/PM          | End Time of Clean                     | up:6 PM            | AM/PM             |  |
| <ol> <li>The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:         <ol> <li>To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.</li> <li>To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.</li> <li>To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.</li> <li>To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.</li> <li>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.</li> </ol> </li> </ol> |                 |                                       |                    |                   |  |
| Organization Representative/Title:Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <u>د</u>        |                                       |                    |                   |  |
| Phone Number: 573-443-4717                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 | Date of Application                   | on:1/14/15         |                   |  |
| Email Address:mntwelch1@gmail.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                       |                    |                   |  |
| Applications may be submitted in person or by n<br>MO 65201 or by                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 | e County Commiss<br>ission@boonecount |                    | om 333, Columbia, |  |

#### 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 ender S. Noren my County Clerk DATE:

BOONE DUNTY, MI<u>S</u>SOURI

ounty Commissioner

-2015

# **CERTIFIED COPY OF ORDER**

| STATE OF MISSOURI<br>County of Boone     | January Session of the January Adjourned<br>ea. |        |         |    | 0 15 |
|------------------------------------------|-------------------------------------------------|--------|---------|----|------|
| In the County Commission of said county, | on the 15th                                     | day of | January | 20 | 15   |

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 Tuesday, January 20, 2015, at 1:00 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(3), to discuss the hiring, firing, disciplining or promoting of particular employee by a public governmental body when personal information about the employee is discussed or recorded, RSMo 610.021(9), preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups and RSMo 610.021(13), to discuss individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

Done this 15th of January, 2015.

ATTEST: Wendy S. Noten

Clerk of the County Commission

aniel K. Afwill

Presiding Commissioner

Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner