

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 16

In the County Commission of said county, on the 3rd day of March 20 16

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

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

Done this 3rd day of March, 2016.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

## DEPOSITORY AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

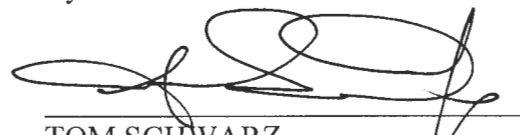
**COUNTY OF BOONE, MISSOURI**

**LANDMARK BANK, NA**

By:

By:

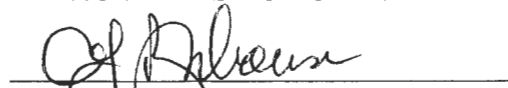
  
DANIEL K. ATWILL  
Presiding Commissioner

  
TOM SCHWARZ  
Senior Vice President

ATTEST:

  
WENDY S. NOREN, County Clerk

APPROVED AS TO FORM:

  
C.J. DYKHOUSE  
Boone County Counselor

ADD TERMS AND CONDITIONS

## TERMS AND CONDITIONS

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

### SECTION 1. ACCOUNTS

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

*1.1 The Depository shall provide full service checking accounts with two copies of the monthly bank statement and account analysis reflecting monthly beginning balance, deposits, cleared checks and other activity honored each month (electronic statements are acceptable). One copy shall be provided to the County Treasurer for accounts under the Treasurer's control and one copy shall be provided to the County Collector for the accounts under the Collector's control. A copy of each statement provided to the Treasurer and Collector shall be provided separately to the County Clerk as required in Chapter 110 RSMo.*

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

*Proposed Account Configuration – Details contained in EXHIBIT 1*

#### *1.3 Accounts managed by the County Treasurer:*

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

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

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

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

#### **1.4 Accounts Managed by the County Collector:**

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

**1.4.2 One (1) of these accounts shall be zero balance checking accounts upon which checks will be drawn and money will be automatically transferred on a daily basis from the Collector's Investment account as checks are presented for clearing.**

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

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

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

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

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

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

## **SECTION 2 INVESTMENT**

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

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

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

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

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

**2.2.4. The County will separately bid out all or part of its excess funds outside the depository agreement that arises from this Request for Proposal.**

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

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

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

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

### **SECTION 3 COLLATERALIZATION**

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

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

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



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

*3.1 All security so pledged shall be held by a third party institution with preference to the County's account at the Federal Reserve bank of Boston. The proposal shall state who will be designated to be the third party institution.*

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

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

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

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

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

*3.4 The County reserves the right to reject or request replacement of any security pledged.*

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

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

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

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

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

#### **SECTION 4 ACCOUNT SERVICES**

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

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

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

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

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

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

*4.6 A CD Rom (or other media accepted by the County) shall be provided monthly with images of all checks cleared and deposit items. Software necessary to view and print any item shall be included with the CD. A sample CD shall be provided with the proposal.*

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

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

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

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

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

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

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

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

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

**4.12 Service charges on all current and future accounts shall be totaled and billed monthly to the County Treasurer for accounts under the Treasurer's control and to the County Collector for accounts under the Collector's control. A sample monthly bank statement shall be submitted with the proposal.**

## **SECTION 5 ONLINE BANKING SERVICES**

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

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

**5.3 Data files are downloaded in a format with the ability to write to a pc network. The file format is currently a comma delimited cvs file. Also the county is able to upload directly from the county's payroll system, AP check system, and manual check system to the depository a NACHA file containing all information need by the depository for processing for ACH transactions. A control total is entered to verify the file transfer.**

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

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

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

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

**5.4.4. Detail whether downloaded files will contain current information, prior day transactions, or weekly/monthly batch information. If downloading files directly is not available, detail proposed alternatives and charges associated with the alternative. Approximately 50,000 items will downloaded during the course of the agreement.**

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

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

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

## **POSITIVE PAY**

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

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

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

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

**- County preferred delivery method is automated placement of our system generated file to the depository FTP site**

**Alternate is online upload through the Electronic banking system**

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

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

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

#### **SECTION 6 OTHER SERVICE:**

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

#### **SECTION 7 MINIMUM REQUIREMENTS.**

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

**7.1.1 County revenues in the General Fund for the year 2010<sup>2014</sup> totaled \$26,527,030.00.**

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

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

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

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

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

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

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

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

3rd

day of

March

20 16

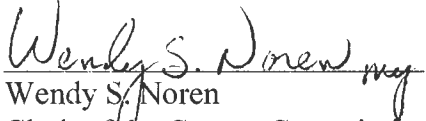
the following, among other proceedings, were had, viz:

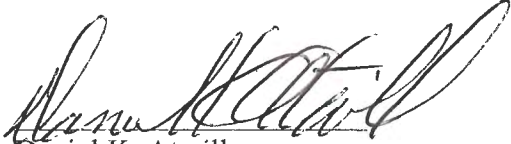
Now on this day the County Commission of the County of Boone does hereby approve the attached Consultant Services Agreements with Shafer, Kline & Warren, Inc. for preliminary engineering design services for structure replacement on E. St. Charles Road over Little Cedar Creek.

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

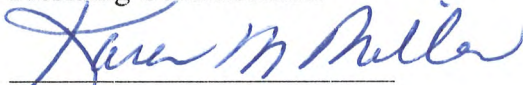
Done this 3rd day of March, 2016.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill

Presiding Commissioner



Karen M. Miller

District I Commissioner



Janet M. Thompson

District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 3rd day of March, 2016, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: SHAFER, KLINE & WARREN, INC.; 3200 Penn Terrace, Suite 100, Columbia, MO 65202

Project/Work Description: SEE ATTACHMENT A

Proposal Description: Preliminary Engineering Design Services for structure replacement on E St. Charles Road over Little Cedar Creek.

Modifications to Proposal: Fees and expenses for Design Services shall not exceed \$6,850.00. (Six Thousand, Eight Hundred and Fifty Dollars) Lump Sum without written approval of Owner. Invoices will be a reflection of the percent of work completed.

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

SHAFER, KLINE & WARREN, INC

By [Signature]  
Senior Project Manager

Dated: 2/22/2016

BOONE COUNTY, MISSOURI

By [Signature]  
Presiding Commissioner

Dated: 3-3-16

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature]  
Resource Management Director

Certification:

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

[Signature] 3/25/16 2041-71102  
Auditor Date



ATTACHMENT A  
(02-16-2016)



Scope of Work for Preliminary Engineering Design Services  
2016 Boone County Structure Replacement  
Located on E St. Charles Road over Little Cedar Creek

**Work includes:**

1. Preliminary Engineering Design Only for project site including:
  - a. Culvert Structure on E St. Charles Road over Little Cedar Creek.
2. Hydraulic Analysis for structure using HEC-RAS.
3. Client will provide DEM data & aerial imagery for preliminary design to be used for HEC-RAS Study.
4. Provide 1 to 3 alternative plan layouts
5. Provide 1 to 3 recommended alternatives with benefit/risk of each alternative.
6. 3 client meetings.
7. 1 site visit after One-Call utility locate.
8. Summary report.
9. Provide 1 to 3 Cost Estimates.

**Work does not include:**

1. Use and associated requirements of LPA / MoDOT funds.
2. Final design which will be part of a separate contract.
3. Field Surveying (Final Design)
4. Easement Negotiation
5. Easement Acquisition (Final Design)
6. Landowner Meetings
7. Utility Coordination
8. Permit Acquisition (Final Design)
9. Final Plans & Specifications

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

3rd

day of

March

20

16

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

Now on this day the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a petition by the Keithahn Living Trust, Arrowhead Lake Estates Homeowners Association Inc and 3WT Properties LLC to vacate and re-plat Lots 20 and 37 of Arrowhead Lakes Estates Subdivision as shown in Plat Book 28, Page 99 of Boone County Records and Lot 1, Deerfield Ridge Plat 1 as recorded in Plat Book 34, Page 76 of Boone County Records.

Done this 3rd day of March, 2016.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller  
Karen M. Miller

District I Commissioner

Janet M. Thompson  
Janet M. Thompson

District II Commissioner

## FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION

### Findings of Fact:

1. Arrowhead Lake Estates Subdivision is located in the NE 1/4 Section 9, Township 47 North, Range 13 West of Boone County Missouri.
2. Deerfield Ridge Plat 1 Subdivision is located in the NE 1/4 Section 9, Township 47 North, Range 13 West of Boone County Missouri.
3. The zoning for Arrowhead Lake Estates Subdivision and Deerfield Ridge Plat 1 subdivision is A-2 (Agriculture).
4. The A-2 zoning district requires a minimum lot size of 2.5 acres per dwelling unit.
5. Arrowhead Lake Estates Subdivision was recorded in December 1994 in Plat Book 28, Page 99 of Boone County Records.
6. Deerfield Ridge Plat 1 Subdivision was recorded in September 2000 in Plat Book 34, Page 76 of Boone County Records.
7. The Kiethahn Living Trust is the record owner of Lot 20 of Arrowhead Lake Estates Subdivision.
8. The Arrowhead Lake Estates Homeowners Association, Inc. is the record owner of Lot 37 of Arrowhead lake Estates Subdivision.
9. 3WT Properties LLC is the record owner of Lot 1 of Deerfield Ridge Plat 1 Subdivision.
10. A petition to vacate and re-plat Lots 20 and 37 of Arrowhead Lake Estates and Lot 1 of Deerfield Ridge Plat 1 was submitted to the Boone County Commission.
11. All property owners within 500 feet of the subject lots were notified of the request in accordance with Boone County policy.
12. On March 1, 2016 the Boone County Commission held a public hearing to consider the request to vacate and re-plat Lots 20 and 37 of Arrowhead Lake Estates Subdivision and Lot 1 of Deerfield Ridge Plat 1 Subdivision.
13. The petitioners were represented by David Butcher, surveyor, and Stephen Keithahn, trustee for the Keithahn Living Trust and principal for 3WT Properties LLC during the March 1, 2016 public hearing.
14. Testimony by the petitioner during the March 1, 2016 hearing indicated that the reason for requesting that the subject lots be vacated was so that they could be incorporated into a new subdivision plat.
15. During the public hearing on March 1, 2016 there was no public testimony to indicate that vacating and re-platting Lot 20 and 37 of Arrowhead Lake Estates Subdivision and Lot 1 of Deerfield Ridges Plat 1 would adversely affect the character of the neighborhood, traffic conditions, circulation, the proper location, alignment and improvement of streets and roads within and adjacent to the subdivision, property values within the subdivision, public utility facilities and services, and will not generally adversely affect the health, welfare, or safety of

persons owning or possessing real estate within the subdivision to be vacated or surrounding real estate.

**Conclusions of Law:**

1. Boone County, Missouri is a First Class County within the State of Missouri.
2. Boone County adopted a program of Planning and Zoning under Section 64.800 of the Revised Statutes of the State of Missouri (RSMo) when it was a Second Class County.
3. Section 64.905 RSMo authorizes first class counties that adopted ordinances under 64.800 to continue under those statutes even after said county becomes a first class county.
4. Section 64.825 RSMo authorizes counties to adopt regulations governing the subdivision of land.
5. Boone County adopted regulations governing the subdivision of land in December 1973. These regulations were revised in June 1995.
6. Section 1.8 of the Boone County Subdivision Regulations authorizes the Boone County Commission to vacate land previously platted providing good cause is shown during a public hearing that indicates the land can be vacated and subsequently re-platted without “adversely affecting the character of the neighborhood, traffic conditions, circulation, the proper location, alignment and improvement of streets and roads within and adjacent to the subdivision, property values within the subdivision, public utility facilities and services, and will not generally adversely affect the health, welfare, or safety of persons owning or possessing real estate within the subdivision to be vacated or surrounding real estate.”

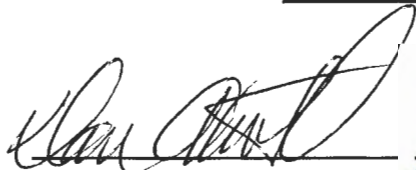
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**Decision:**

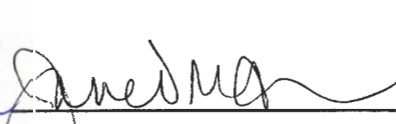
1. The Boone County Commission determines that there is good cause to vacate Lots 20 and 37 of Arrowhead Lake Estates Subdivision and Lot 1 of Deerfield Ridge Plat 1 Subdivision.
2. The Boone County Commission determines that vacating Lots 20 and 37 of Arrowhead Lake Estates Subdivision and Lot 1 of Deerfield Ridge Plat 1 Subdivision will have a positive impact on the character of existing properties and homes in the neighborhood and will enhance the property values when the land is re-platted.

Therefore, the Boone County Commission hereby APPROVES the petition to vacate Lots 20 and 37 of Arrowhead Lake Estates Subdivision and Lot 1 of Deerfield Ridge Plat 1 Subdivision.

Entered on the 3rd day of March, 2016.



**Dan Atwill**  
Presiding



**Karen M. Miller**  
District I

**Janet M. Thompson**  
District II

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

3rd

day of

March

20 16

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 the Mid Missouri Solid Waste Management District for May 11, 2016 from 5:00 p.m. to 9:00 p.m.

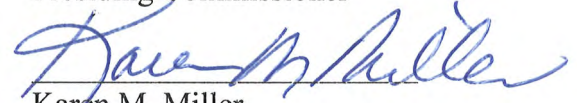
Done this 3rd day of March, 2016.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

Daniel K. Atwill, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Janet M. Thompson, District II Commissioner



Roger B. Wilson  
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: Mid Missouri Solid Waste Management District (MMSWMD)  
Address: 701 E. Broadway, 3rd Floor  
City: Columbia State: MO ZIP Code: 65201  
Phone: 573-874-7574 Website: mmswmd.org

Individual Requesting Use: Jessica Sapp Position in Organization: Admin Technician

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: MMSWMD Council

Description of Use (ex. Speaker, meeting, reception): \_\_\_\_\_

Date(s) of Use: May 11, 2016

Start Time of Setup: 5:00 pm AM/PM Start Time of Event: 6:00 pm AM/PM

End Time of Event: 9:00 pm AM/PM End Time of Cleanup: 9:00 pm AM/PM

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

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

Organization Representative/Title: Jessica Sapp, Administrative Technician

Phone Number: 573-874-7574 Date of Application: 2/29/16

Email Address: jsapp@gocolumbiamo.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).

### 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:

Wendy S. Porewicz  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 3-3-16

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

3rd

day of

March

20 16

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 the Boone County Democratic Central Committee for April 14, May 12 and June 9, 2016 from 6:45 p.m. to 9:00 p.m.

Done this 3rd day of March, 2016.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

Karen M. Miller

District I Commissioner

Janet M. Thompson

Janet M. Thompson

District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

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

Organization: Boone County Democratic Central Committee  
 Address: P.O. Box 1294  
 City: Columbia State: MO ZIP Code: 65205  
 Phone: 573 875-1245 Website: www.BooneCountyDemo.org  
 Individual Requesting Use: Peg Miller Position in Organization: Committee woman  
 Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic  
 Event: Monthly Meeting  
 Description of Use (ex. Speaker, meeting, reception): meeting  
 Date(s) of Use: 2nd Thursday Every Month  
 Start Time of Setup: 6:45 pm AM/PM Start Time of Event: 7:00 pm AM/PM  
 End Time of Event: 9:00 pm AM/PM End Time of Cleanup: 9:00 pm AM/PM

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

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

Organization Representative/Title: Central Committee woman Columbia's 5th Ward  
 Phone Number: 449-6350 Date of Application: 10/23/15  
 Email Address: muprnsa@socket.net

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).

## 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:

Wendy S. Noren  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 3-3-16

submitted: 1st gtr 10-26-15  
2nd gtr 3-2-16