CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

16th

day of September

08

08

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 4916 N. Clearview Drive, Columbia (parcel # 11-907-25-01-071.00 01).

Done this 16th day of September, 2008.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

District I Commissioner

Skip Elkin

District II Commissioner

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

In Re: Nuisance Abatement)	October Session
4916 N. Clearview Drive)	July Adjourned
)	Term 2008
)	Commission Order No. 445-2008

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 16th day of September 2008, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

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

- 1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
- 2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
- 3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high
- 4. The location of the public nuisance is as follows: 4916 N. Clearview Road, Columbia, MO, a/k/a parcel# 11-907-25-01-071.00 01, Crestwood Hills, Lot 84, Section 25, Township 49, Range 13 as shown by deed book 0557 page 0535, Boone County
- 5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code
- 6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 17th day of August 2008, to the property owner, occupant, and any other applicable interested persons.
- 7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
- 8. No credible evidence has been presented at the hearing to demonstrate that no public

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

Order For Abatement Chargeable As a Special Assessment To The Property

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

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

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

Boone County, Missouri By Boone County Commission

ATTEST:

Presiding Commissioner

Boone County Clerk

HEARING NOTICE

Carl E. and Frances B. Jackman 4916 N. Clearview Road Columbia, MO 65202-9676

An inspection of the property you own located at 4916 N. Clearview Road (parcel # 11-907-25-01-071.00 01) was conducted on August 14, 2008 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, September 16, 2008 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

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

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

Sincerely,	
Kristine Vellema Environmental Health Specialist	
This notice deposited in the U.S. Mail, first class postage paid on the day of 2008 by	

TAKEN 09/02/08 @ ~ 10:50 AM 4916 CLEARVIEW ROAD





TAKEN 09/02/08 @ ~ 10:50 AM 4916 CLEARVIEW ROAD



Carl E. and Frances B. Jackman 4916 Clearview Road – weeds violation TIMELINE

07/29/08: complaint received via city weed inspector

08/14/08: initial inspection conducted

08/17/08: notice published in newspaper

09/02/08: 2nd inspection conducted – violation not abated

09/02/08: pictures taken at ~ 10:50 am

09/03/08: hearing notice sent



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT

HEARING NOTICE

DIVISION OF ENVIRONMENTAL HEALTH

Carl E. and Frances B. Jackman 4916 N. Clearview Road Columbia, MO 65202-9676

An inspection of the property you own located at 4916 N. Clearview Road (parcel # 11-907-25-01-071.00 01) was conducted on August 14, 2008 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, September 16, 2008 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

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

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

Sincerely,

Kristine Vellema

Environmental Health Specialist

11 in Velluna

This notice deposited in the U.S. Mail, first class postage paid on the 3 day of September 2008 by ...

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss. County of Boone

Subscribed & sworn to before me this

1, Kate Randerson, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

1st Insertion	August 17, 2008
2nd Insertion	
3rd Insertion	
4th Insertion	
5th Insertion	
6th Insertion	
7th Insertion	
8th Insertion	
9th Insertion	
10th Insertion	
11th Insertion	
12th Insertion	
13th Insertion	
14th Insertion	
15th Insertion	
16th Insertion	
17th Insertion	
18th Insertion	
19th Insertion	
20th Insertion:	
21st Insertion:	
22nd Insertion:	
\$62.30	By: Late
nter's Fee	Kate Randerson

NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: Carl E. and Frances B. Jackman 4916 N. Clearview Road Columbia, MO 65202-9676

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Health Department, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description:

Crestwood Hills Subdivision, Lot 84, Section 25, Township 49, Range 13, Boone County, Missouri, as shown by deed book 0557 page 0535

Type of Nuisance:

Growth of weeds in excess of twelve inches high.

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone County Health Department, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication: August 17, 2008.

Stephanie Browning, Director, Columbia/Boone County Health Department INSERTION DATE: August 17, 2008.

RUBY WHEELER My Commission Expires July 18, 2010 **Boone County**

Notary Public

Commission #06915807



Boone County Government Center 801 East Walnut Columbia, MO 65201-7732 (573) 886-4270 Office (573) 886-4254 Fax



Parcel 11-907-25-01-071.00 01

Property Location 4916 N CLEARVIEW ROAD

City

Road COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1)

Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner

JACKMAN CARL E & FRANCES B

Address

4916 N CLEARVIEW RD

City, State Zip

COLUMBIA, MO 65202-9676

Subdivision Plat Book/Page

0010 0111

Section/Township/Range

25 49 13

Legal Description

CRESTWOOD HILLS

LOT 84

Total

Lot Size

70 x 110

Deed Book/Page

0557 0535

Current Appraised

Current Assessed

Type Land Bldgs

Type Land Bldgs Total

RI 13,600 37,100 50,700 Totals 13,600 37,100 50,700 RI 2,584 7,049 9,633 Totals 2,584 7,049 9,633

Previous Year's Tax

Year 2007

Amount \$586.64

Residence Description

Year Built

1971

Use

SINGLE FAMILY (101)

Basement

FULL (4) Attic

NONE (1)

Bedrooms

3 Main Area

1,008

Full Bath

1 Finished Basement Area

0

Half Bath

0

Total Rooms

5 Total Square Feet

1,008

Filed for record on Alcumbula 19 85 at 10:4 o'clock and in Boone County, Mo. Document No. 16362 recorded in Book 557 page 535. Bettie Johnson, Recorder of Deeds.

THIS DEED, Made and entered into this lith day of December Eighty-five , by and between Bobby H. Taylor, by Deloris J. Taylor attorney in fact and Deloris J. Taylor, husband and wife

Roone County, State of

party or parties of the first part, and

(Grantee's mailing address is:)

Carl E. Jackman and Frances B. Jackman, husband and wife

4916 North Clearview, Columbia, MO 65202

WITNESSETH. That the said party or parties of the First Part, for and in consideration of the sum of ten dollars and other sable considerations paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does or by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said party or parties of the Second Part, the follow-described real estate situated in the County of Boone, in the State of Missouri Lowit;

Missouri

Lot Eighty-four (84) of Crestwood Hills Subdivision as shown by Plat recorded in Plat Book 10, Page 111, Records of Boone County, Missouri.

Subject to easements and restrictions of record.

The power of attorney under which this deed is executed has never been revoked or recinded and remains in full force and effect. Furthermore said Deloris J. Taylor states that Bobby H. Taylor at the time of execution of this deed is alive and competent.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said party or parties of the Second Part, and to their beirs and assigns forever; the said party or parties of the first part bereby covenanting that said party or parties and the heirs, executors, and administrators of such party or parties shall and will warrant and defend the title to the premises unto the said party or parties of the Second Part, and to their heirs and sasigns of such party or parties forever, against the lawful claims of all persons whomsoever, except taxes for 1985 and thereafter

	parties of the First Part has or have hereunto set their hand or hands the day and
year first above written. WITNESS	Fraky Waylar by Alloria & Juglar
	Bobby R. Taylor, by Deloris J. Taylor
	Actories Jaylan Attorney in Fa
	Kelous & Jaylar
	Deloris J. Taylor
STATE OF MISSOURI	on this 1th day of December, 1885
County of Boone	On this II is day of the common that the commo
	bby H. Taylor by Deloris J. Taylor Attorney in Fact
De:	loris J. Taylor, husband and wife
	d in and who executed the foregoing instrument, and acknowledged that they
arecuted the same, in their free act and deed.	
IN TESTIMON	WY WHEREOF. I have hereunto set my hand and affixed my official seal, at
my office in	COLUMBIA the day and year first above written.
My term expli	2/5/87
CHARLET TO STATE	Marin I
The Contract of the Contract o	RALIH D. GATES Notary Public
STATE OF MISSOURI	
STATE OF MISSOURI	IN THE RECORDER'S OFFICE
County of Boone	
L. Recorder of said county, do hereby certify	that the within instrument of writing was, at 10 o'clock 41
	December AD, 19.85, duly filed for record
in this office, and has been recorded in Book 5	57 page 535
IN WITNESS WHEREOF I have hereunto set	my hand and affixed my official seal at Columbia, Missouri, on the day and year
eloreseid.	
ISEALI 2	Bettie Johnson, Recorder
	. 10
S. C. C.	hunter the to
	- I U SECURE STAR STARTE

REBECCA BROCK

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20

08

County of Boone

In the County Commission of said county, on the

16th

day of September

08

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at Lot 1A, 2A, 3A, 4A Chris Drive, Columbia (parcel #s 20-307-01-01-014.00 01, 20-307-01-01-014.01 01, 20-307-01-01-028.00 01, 20-307-01-01-028.01 01).

Done this 16th day of September, 2008.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

In Re: Nuisance Abatement)	September Session
Lot 1A, 2A, 3A, 4A Chris Dr)	August Adjourned
Columbia, MO)	Term 2008
	Commission Order No. 446-2008

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 16th day of September, 2008, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

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

- 1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
- 2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
- 3. A public nuisance exists described as follows: weeds in excess of twelve inches
- 4. The location of the public nuisance is as follows: Lot 1A Rockbridge Estates Boone County, MO, a/k/a parcel # 20-307-01-01-014.00 01, Section 1, Township 47, Range, 13 as shown by deed book 3147 page 0127, Boone County. Lot 2A Rockbridge Estates Boone County, MO a/k/a parcel # 20-307-01-01-014.01 01 as shown by deed book 3147 page 0127, Boone County. Lot 3A Rockbridge Estates Boone County, MO a/k/a parcel # 20-307-01-01-028.00 01 as shown by deed book 3147 page 0127 Boone County. Lot 4A Rockbridge Estates Boone County, MO a/k/a parcel # 20-307-01-01-028.01 01 as shown by deed book 3147 page 0127 Boone County.
- 5. The specific violation of the Code is: weeds in excess of twelve inches, Section 6.7 of the Code.
- The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the ___ day of ____, 20__, to the property owner, occupant, and any other applicable interested persons.
- 7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense

- with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
- 8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

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

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

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

Boone County, Missouri By Boone County Commission

ATTEST:

Presiding Commissioner

Boone County Clerk

ACTIVITY LOG Lots 1A, 2A, 3A, 4A Chris Drive

8/14/08	violation noted while conducting follow-up inspections on other
	properties in same neighborhood.
8/14/08	weed notice sent via certified mail
8/15/08	certified notice signed for
9/2/08	reinspection conducted
9/3/08	hearing notice sent first class mail

These vacant lots are located in Rockbridge Estates and were abated by the Health Department in June, 2008. These lots are abated every year.

Lot 1A, 2A, 3A, 4A Chris Drive Pictures taken 9/3/08 ~10:00 AM by Kala Gunier











HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Lee A B uxton 503 E Nifong Columbia, MO 65201

An inspection of the vacant lots you own located at Lot 2A, Lot 1A, Lot 3A, Lot 4A Chris Drive (parcel # 20-307-01-014.00 01, # 20-307-01-01-014.00 01, # 20-301-01-01-028.00 01, # 20-307-01-01-028.01 01) was conducted on August 13, 2008 and revealed growth of weeds in excess of twelve inches on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on September 16, 2008 at 9:30AM in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

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

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

Kala Gunier

Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the _____ day of September, 2008 by (,) /

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015 Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407 www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT DIVISION OF ENVIRONMENTAL HEALTH

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

Lee A Buxton 503 E Nifong Blvd Columbia, MO 65201

An inspection of the property you own located at Lot 2A, Lot 1A, Lot 3A, Lot 4A Chris Drive (parcel # 20-307-01-014.01 01, # 20-307-01-01-014.00 01, #20-307-01-01-028.00 01, # 20-307-01-01-028.01 01) was conducted on August 13, 2008 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the weeds have not been cut by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the weeds are not cut and removed as ordered, the County Commission may have the weeds cut and removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the weeds are cut within the 60-day period, no further action is necessary.**

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

Sincerely

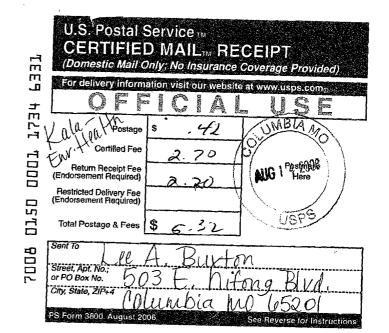
Kala Gunier

Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 4 day of August 2008 by 4.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015 Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407 www.GoColumbiaMo.com

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Let A. Buxton 503 E. Nifong Blvd.	A. Signature Agent Addressee Addressee Addressee Addressee C. Date of Delivery D. Is delivery address different from item 1? Yes If YES, enter delivery address below: No
Columbia, mo 65201	3. Service Type Certified Mall Registered Registered Insured Mail C.O.D. 4. Restricted Delivery? (Extra Fee)
2. Article Number 7008 015 (Transfer from service label)	0 0001 1734 6331
PS Form 3811, February 2004 Domestic Retu	um Receipt 102595-02-M-1540





Boone County Government Center 801 East Walnut Columbia, MO 65201-7732 (573) 886-4270 Office (573) 886-4254 Fax



Parcel 20-307-01-01-014.00 01

Property Location TENNIS CTS-ROCKBRIDGE EST.3

City Road COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1)
Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner

BUXTON LEE A

Address

503 E NIFONG BLVD

City, State Zip

COLUMBIA, MO 65201-3792

Subdivision Plat Book/Page

0030 0055

Section/Township/Range

1 47 13

Legal Description

ROCKBRIDGE ESTATES BLK 3A

LOT 1A

Lot Size

75 x 91.86

Deed Book/Page

3147 0127 0728 0272

Current Appraised			Current Assessed				
Туре	Land	Bldgs	Total	Туре	Land	Bldgs	Total
RV	4,600		4,600	RV	874		874
Totale	4 600		4 600	Totals	874		874

Previous Year's Tax

Year 2007 Amount \$53.23



Boone County Government Center 801 East Wainut Columbia, MO 65201-7732

(573) 886-4270 Office (573) 886-4254 Fax



Parcel 20-307-01-01-014.01 01

Property Location

Road COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1) Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner

BUXTON LEE A

Address

503 E NIFONG BLVD

City, State Zip

COLUMBIA, MO 65201-3792

Subdivision Plat Book/Page 0030 0055

Section/Township/Range

1 47 13

Legal Description

ROCKBRIDGE ESTATES BLK 3A

LOT 2A

Lot Size

75 x 91.86

Deed Book/Page

3147 0127 0728 0272

	Current	Appraise	ed		Curren	t Assesse	:d
Туре	Land	Bldgs	Total	Туре	Land	Bldgs	Total
RV	4,600		4,600	RV	874		874
Totals	4 600		4.600	Totals	874		874

Previous Year's Tax

Year 2007 Amount \$53.23



Boone County Government Center 801 East Walnut Columbia, MO 65201-7732

(573) 886-4270 Office (573) 886-4254 Fax



Parcel 20-307-01-01-028.00 01

Property Location REC.AREA-ROCKBRIDGE EST.3

City Road COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1) Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner

BUXTON LEE A

Address

503 E NIFONG BLVD

City, State Zip

COLUMBIA, MO 65201-3792

Subdivision Plat Book/Page 0030 0055

Section/Township/Range

1 47 13

Legal Description

ROCKBRIDGE ESTATES BLK 3A

LOT 3A

Lot Size

75 x 100

Deed Book/Page

3147 0127 0728 0272

	Current	Appraise	d		Curren	t Assesse	d
Туре	Land	Bldgs	Total	Туре	Land	Bldgs	Total
RV	4,600		4,600	RV	874		874
Totals	4,600	0	4,600	Totals	874	0	874

Previous Year's Tax

Year 2007 Amount \$53.23



Boone County Government Center 801 East Walnut Columbia, MO 65201-7732

(573) 886-4270 Office (573) 886-4254 Fax



Parcel 20-307-01-01-028.01 01

Property Location

City Road COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1) Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner

BUXTON LEE A

Address

503 E NIFONG BLVD

City, State Zip

COLUMBIA, MO 65201-3792

Subdivision Plat Book/Page 0030 0055

Section/Township/Range

1 47 13

Legal Description

ROCKBRIDGE ESTATES BLK 3A

LOT 4A

Lot Size

75 x 100

Deed Book/Page

3147 0127 0728 0272

	Current	Appraise	ed		Curren	t Assesse	d
Туре	Land	Bldgs	Total	Туре	Land	Bldgs	Total
RV	4,600		4,600	RV	874		874
Totals	4,600	0	4,600	Totals	874	0	874

Previous Year's Tax

Year 2007 Amount \$53.23

Paccorded In Boone County, Missouri
Date and Time 05/21/2007 at 02:16:12 PM
Instrument # 2007012515 Book 3147 Page 127

Granter BUXTON, MICHELLE ELAINE Grantee BUXTON, LEE ALAN

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

Bettie Johnson, Recorder of Deeds

QUIT CLAIM DEED

THIS INDENTURE, made on this 17th day of 1207, by and between Michelle Elaine Buxton, of Boone County, Missouri, party of the First Part, and Lee Alan Buxton, of Boone County, Missouri, party of the Second Part; (Grantee's mailing address: 523 Pear Tree Circle, Columbia, MO 65203).

WITNESSETH, That the party of the First Part in consideration of the sum of Ten Dollars and other valuable consideration, to her paid by the party of the Second Part, the receipt of which is hereby acknowledged, does by these presents Remise, Release and forever Quit Claim unto the said party of the Second Part, the following described real estate, being located and situated in Boone County, Missouri, to-wit:

Lots 1a, 2a, 3a and 4a of Rock Bridge Estates Block 3-A, Planned Development, as shown by the plat recorded in Plat Book 30, Page 55, Records of Boone County, Missouri.

Lot Thirty-four (34) of Cedar Lake Subdivision, Block 4, located in the Southeast Quarter (SE 1/4) of Section 35, Township 48 North, Range 13 West, as shown by plat recorded in Plat Book 11, Page 257, Records of Boone County, Missouri.

Lots 29, 30 and 31 of Rock Bridge Estates Block 3 as referenced on Plat Book 12, Page 62, Records of Boone County, Missouri.

RECITAL: The marriage of Lee Alan Buxton and Michelle Elaine Buxton was dissolved by Order and Judgment of Dissolution of Marriage in the Circuit Court of Boone County, Missouri on or about 12007.

To Have and to Hold the same, with all the rights, immunities, privileges and

Boone County, Michael May 2 1 2007 Unofficial Document

appurtenances thereto belonging unto the said party of the Second Part, and heirs and assigns, forever, so that neither the party of the First part nor her heirs, nor any other person or persons for her or in her Name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

In Witness Whereof, the party of the First Part has hereunto set his hand and seal the day and year first above written.

Michelle Elain	ne Buxton
State of Missouri)) ss. County of Boone)	
On this May of May, 2007, before me person to me known to be the person described in and who execute acknowledged that she/he executed the same as her/his free	ed the foregoing instrument, and
In Testimony Whereof, I have hereunto set my hand County and State aforesaid, the day and year first above wr	<u> </u>
Notary	y Public
My commission expires: 7-14-07	CHEU ROSS Notary Public - Notary seal State of Missouri Boone County My Commission Expires Jul 14, 2007

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20

08

County of Boone

In the County Commission of said county, on the

16th

day of September

08

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

Now on this day the County Commission of the County of Boone does hereby authorize Commissioner Karen M. Miller to sign the Business Systems Sales Agreement with CenturyTel for the Courthouse Expansion Project.

Done this 16th day of September, 2008.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner



Business Systems Sales Agreement

Billing Account Number: 301646419 (Boone County Commission)

CenturyTel of Missouri, LLC ("CenturyTel"), agrees to sell and install, and BOONE COUNTY COMMISSION ("Customer"), agrees to purchase, the telecommunications equipment specified below ("Equipment"), in accordance with and subject to the terms and conditions of this Business Systems Sales Agreement ("Agreement"), which is entered into by CenturyTel and Customer on Sept 15, 2008.

- 1. Equipment: See Attachment A
- Premises. The Equipment will be installed and remain at 705 E WALNUT, COLUMBIA, MO (the Premises), Customer will secure all necessary contents for installation on the Premises.
- 3. <u>Price.</u> The Cash Price of the Wiring and Equipment is \$20,101.74 excluding all applicable taxes, payment will be made as follows:
- 4. <u>Scheduling.</u> The Delivery Date is the date CenturyTel tenders the switch for delivery to the Premises. If the Premises are not ready, CenturyTel may store Equipment at Customer expense. The Cutover Date is the date the Equipment is connected to the public telephone network and activated. The anticipated Cutover Date is <u>TBD</u>. The Delivery Date and Cutover Date are approximate dates and may be adjusted by CenturyTel. Acceptance is required when the Equipment is cutover and operating in accordance with the manufacturer's specifications.
- 5. <u>Attachments.</u> The following schedules are attached to and made a part of this Agreement: Schedule A. This Agreement and Schedules listed are the entire Agreement between CenturyTel and Customer. Any alteration or modification must be in writing and signed by CenturyTel and Customer.
- 6. <u>Terms and Execution.</u> This Agreement includes the additional provisions stated on pages 2 and 3. This Agreement binds Customer when it is executed by Customer and CenturyTel when it is executed by CenturyTel and delivered to Customer.

Customer, having carefully read all provisions of this Agreement, acknowledges receipt of a copy of this Agreement and the Schedules made a part thereof which are the final expression of the Agreement of the parties, and the complete and exclusive statement of the terms agreed upon, all prior agreements and understandings being merged herein, and that there are no representations, warranties or stipulations, either oral or written, not herein contained; no modification of this Agreement may be made except by a like signed Agreement. Until accepted and signed by an officer of the seller at its principal office, this Agreement shall not become effective and shall not constitute a binding contract.

CenturyTel of Missouri LLC	BOONE COUNTY COMMISSION
Her Car	Jaren Oh Ohiller
Authorized Signature	Authorized Signature
Title: <u>GENERAL MANAGOR</u>	Title: Com missioner
Date: 9/16/08	Date: 9/16/08

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ADDITIONAL TERMS AND CONDITIONS

- 7. The Cash Price excludes the cost of installation. Telephone numbers, listings and access lines are not included. No other item is included unless specifically stated on Schedule.
- 8. The Delivery Date, Cutover Date and CenturyTel's performance will be adjusted or suspended to the extent and for the time compliance is outside of CenturyTel's control. including without limitation, Customer nonpayment, failure to execute an acceptance certificate or other Customer nonperformance.
- CenturyTel reserves a security interest in the Equipment in the amount of the Cash Price. A copy of this Agreement may be filed on CenturyTel's behalf at any time after signature by Customer as a financing statement to perfect. CenturyTel's security interest.
 Such filing does not constitute acceptance by CenturyTel. Customer agrees to execute a standard form financing statement if requested by CenturyTel.
- 10. Customer assumes the risk of loss and damage to the Equipment or any part from the date of its delivery to the Premises. So long as any part of the Cash Price is unpaid, Customer will maintain adequate insurance against fire, theft or other loss for the Equipment's full insurable value, with CenturyTel as additional insured. Risk of loss will not affect title to the Equipment. Title passes on full payment of the Cash Price.
- 11. All work and materials will meet Federal Communications Commission criteria for connection to the public telephone network.

 CenturyTel will install the Equipment in a workmanlike manner without damage to the Premises, and will obtain necessary permits and licenses to install the Equipment. On relocation or removal of any or all of the Equipment, CenturyTel will not be responsible for restoring the Premises to their original condition.
- 12. When Acceptance is required, Customer agrees to sign an acceptance certificate that: (i) the Equipment has been installed in good condition; (ii) the Equipment is accepted as installed; and (iii) payment is due without set off or abatement. CenturyTel may elect to suspend Equipment maintenance until the acceptance certificate is delivered to CenturyTel.
- 13. For a period of days from the Cutover Date. CenturyTel warrants that the Equipment will be free from defects in material and workmanship, and CenturyTel will keep the Equipment in good working operation and repair. If warranty work is necessary, CenturyTel will, at its option, repair the Equipment in place or accept the return of Equipment for repair or replacement.
 - A. SPECIAL. CONDITIONS. The Customer will provide or arrange for: a) necessary floor plans and accessible Equipment locations; b) separate electric source, circuits and power at its own expense: c) suitable space meeting operating environment d) heat . air conditioning light and security: e) reasonable access; and f) where not otherwise provided herein, raceway, conduit, holes and wire ways.
 - B. SERVICE AND MAINTENANCE. This warranty excludes repairs made necessary by misuse, negligence, accident, theft or unexplained loss, abuse, connection to direct electrical current, fire, flood, wind, lightning, act of God, or public enemy, or improper wiring, repair or alteration by anyone other than CenturyTel.
 - C. TRAINING. To upgrade Customer's operation and knowledge of the Equipment, reasonable instruction and training will be provided by CenturyTel to Customer's employees at reasonable intervals during the warranty period of this agreement. Subsequent training shall be at CenturyTel's then prevailing rates.
 - D. ROUTINE SERVICE CALLS. During the warranty period of this agreement routine service calls will be answered within forty-eight (48) hours of notice that service is necessary.
 - E. EMERGENCY SERVICE CALLS. During the warranty period of this agreement emergency service calls (emergency being defined as the total failure of the system) shall be answered within twenty-four (24) hours after notice that an emergency exists.

THE ABOVE WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESSED OR IMPLIED) WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS. NO OTHER WARRANTY EXISTS IN THIS AGREEMENT.

CENTURYTEL WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR LOSS DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OF OR INABILITY TO USE THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR FOR COMMERCIAL LOSS OF ANY KIND, WHETHER OR NOT CENTURYTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

- 14. Maintenance after the warranty period may be provided by CenturyTel under a separate written maintenance agreement.
- 15. The Customer would pay CenturyTel the established labor and material charges for services requested that are not covered by this agreement.
- 16. MISCELLANEOUS. CenturyTel and its subcontractors shall not be liable separately or together for any loss or damage to the Equipment or other property or injury or death to Customer, Customer's agents, employees, or invitees arising in connection with the Maintenance Services provided by CenturyTel or its subcontractors under this paragraph unless such loss, injury, death or damage results solely from the negligence of willful misconduct of CenturyTel. IN NO EVENT SHALL CENTURYTEL OR ITS SUBCONTRACTORS BE LIABLE FOR ANY indirect, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES INCLUDING WITHOUT Limitation ANY LOSS BY CUSTOMER OF BUSINESS REVENUE OR GOODWILL ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT.

CenturyTel will make all reasonable efforts to perform its obligations under this Agreement. The time for performance by CenturyTel of Maintenance under this Agreement is in every case subject to delays caused by Act of God, war, riot, fire, explosion, accident, sabotage, inability to obtain equipment, fuel or power, government laws, regulations or orders . acts or inaction of customer. inability of subcontractors to perform or any other cause beyond the reasonable control of CenturyTel, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of CenturyTel).

Neither the benefits nor obligations of this Agreement may be assigned without written consent of CenturyTel. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this Agreement shall constitute the entire Agreement between Customer and CenturyTel with respect to its subject matter irrespective of inconsistent or additional terms and conditions in any other documents or in representations by CenturyTel personnel.

17. RISK OF LOSS. The Customer hereby assumes all risks of loss, damages, destruction or interference with the use of the equipment, from any cause whatsoever.

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- 18. DEFAULT. If Customer fails to perform any obligation under this agreement, including but not limited to payment of service fees and providing for equipment facilities as specified in paragraphs 2 and 3, failure to timely cure such nonperformance shall constitute default under this Agreement. In the event of default, CenturyTel shall be entitled to discontinue providing service to the equipment and seek recovery of all amounts due by any and all lawful remedies and procedures.

 I 9. NOTICES. All notices call for under this Agreement shall be in writing and shall be delivered personally or transmitted by First Class United States mail to the respective addresses set forth in this Agreement.
- 20. In the event Customer fails to pay any sums when due, CenturyTel, in addition to all other remedies available to it at law or in equity and not in limitation thereof, may at its option cease installing the Equipment until paid in full, enter Customer's premises with or without notice and take possession of and remove the Equipment, and either (i) terminate this Agreement, retaining all sums paid. or (ii) dispose of the Equipment for Customer's account at the best price obtainable at public or private sale with Customer to remain liable for any deficiency.
- 21. This Agreement is not assignable without the prior written consent of CenturyTel. Any attempt to assign any of the rights, duties or obligations under this Agreement without such consent will, at CenturyTel's option. be deemed void or a default, or accepted in CenturyTel's sole discretion.
- 22. This Agreement is deemed made in and governed by the law of the state where CenturyTel's office is, as listed on this Agreement.
- 23. The waiver by CenturyTel of any default by Customer will not operate as a waiver of any default at any subsequent time.
- 24. CenturyTel's obligation is contingent upon a credit report satisfactory to CenturyTel and correct arithmetic calculations of quantity and price. This Agreement supersedes all prior or contemporaneous proposals and negotiations and constitutes the entire agreement between CenturyTel and Customer with respect to the purchase of the Equipment. No representation or statement not expressed herein is binding upon CenturyTel. Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought.

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SCHEDULE A

This Schedule A is attached to and made a part of the PURCHASE Agreement by and between CenturyTel of Missouri, LLC and BOONE COUNTY COMMISSION. The equipment covered under such Agreement is as follows:

BOONE COUNTY COURTHOUSE

	Quantity	<u>Price</u>	<u>Total</u>
48 port patch panel CAT3 24 port patch panel	6	\$238.07	\$1,428.42
CAT6	18	\$130.34	\$2,346.12
Rack Relay Wall Mount	0	\$0.00	\$0.00
50 pair riser cable	2000	\$1.42	\$2,840.00
Patch Cords CAT3	864	\$2.30	\$1,987.20
Minor Materials	1	\$250.00	\$250.00
<u>Total Parts</u>		,	\$8,851.74
<u>Labor</u>	Quantity	<u>Price</u>	<u>Total</u>
CenturyTel Labor	150	\$75.00	\$11,250.00
Total Labor		•	\$11,250.00

Total Parts and Labor

\$20,101.74

Scope:

No relay racks or wire management is included in this quote.

Sales Tax is not included in this pricing.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI County of Boone

September Session of the July Adjourned

Term. 20 08

In the County Commission of said county, on the

16th

day of September

08

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

Now on this day the County Commission of the County of Boone does hereby appoint Mike Fletcher to the Building Code Commission for a term beginning September 16, 2008, and ending August 31, 2010.

Done this 16th day of September, 2008.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson

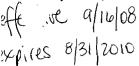
Presiding Commissioner

Karen M. Miller

District I Commissioner

District II Commissioner

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





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

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission:	Term: 8/11/2008				
Current Township: R	ock Bridge		_ Todays's Date:	8/11/2008	
Name: Mike Fletch	er	<u> </u>			
Home Address: 4645	Brandon Woods		Zip Code:	65203	
Business Address:			Zip Code:		
Home Phone: 573-875 Fax:	-4460	Work Phone: E-mail:	573-676-6151 MFletcher@AMEREN	I.COM	
	1984 Kansas State Univers rs practicing ME engineer. FPE member grade require	Specializing in t	fire protection engi	•	
Past Community Servic	e: 2004-2008 Wake Co NC Commission over saw W million dollars.				
References:					
			reby certify that the		
	·				
Return Application To:	Boone County Commission Boone County Governmen 801 East Walnut, Room 24 Columbia, MO 65201 Fax: 573-886-4311	t Center			