

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

18th

day of

August

20

15

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 7561 E. Rainbow Drive, parcel #17-319-12-01-254.00 01

Done this 18th day of August, 2015.

ATTEST:

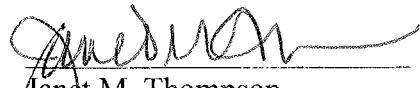
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

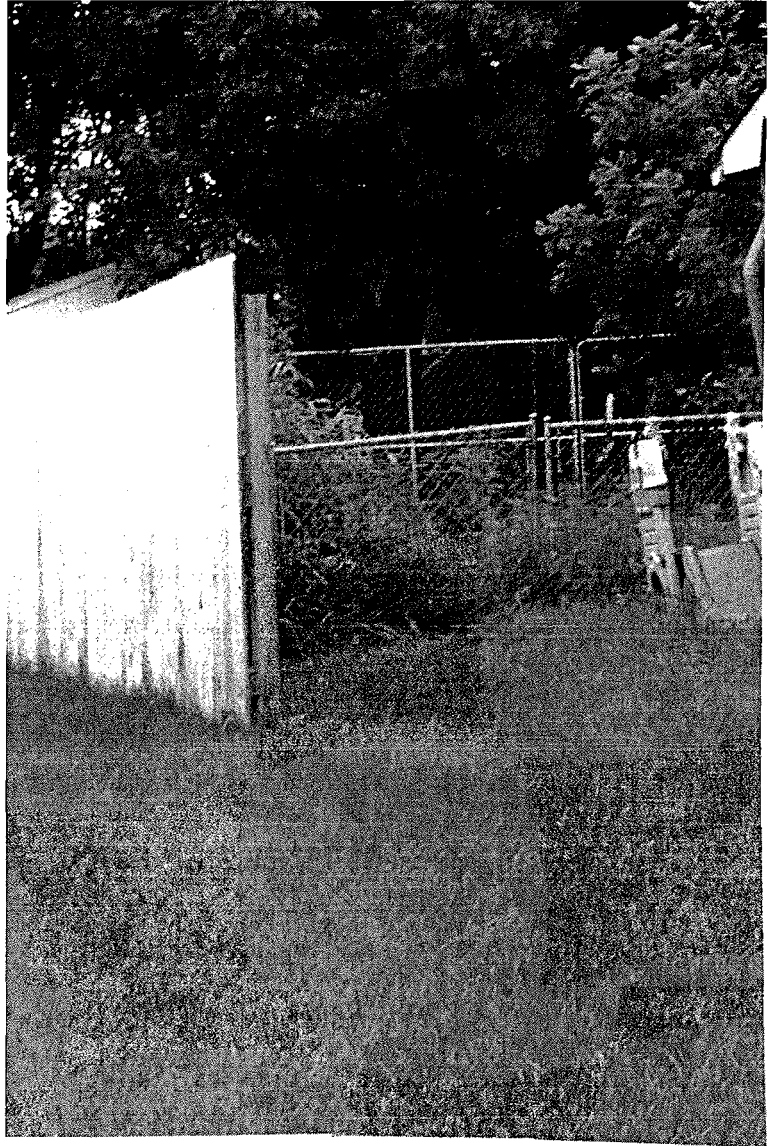


Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

7561 E. Rainbow Dr.



**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	August Session
7561 E Rainbow Drive)	July Adjourned
Columbia, MO 65201)	Term 2015
)	Commission Order No. <u>367-2015</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 18th day of August 2015, 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 12" high on premises
4. The location of the public nuisance is as follows: 7561 E Rainbow Dr. Sunrise Estates Blk 8 Lot 6 (a/k/a parcel #17-319-12-01-254.00 01) Section 12, Township 48, Range 12 as shown by deed book 4207 page 0146, Boone County
5. The specific violation of the Code is: weeds in excess of 12" of higher sections 6.5 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 15 day of September, 2014, 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



Presiding Commissioner

ATTEST:



Boone County Clerk

7561 E Rainbow Dr.

Jenny Angstrom

ACTIVITY LOG

07/08/2015	citizen complaint received
07/10/2015	complaint investigated – weeds exceed 12” in back yard
07/10/2015	notice of violation sent via Certified Mail
07/14/2015	Certified letter signed for by Jenny Angstrom
08/04/2015	reinspection conducted – violation still present
08/04/2015	pictures taken
08/04/2015	hearing notice sent via First Class Mail
08/10/2015	Reinspection conducted and no change

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



Bettie Johnson
Bettie Johnson, Recorder of Deeds

Missouri Special Warranty Deed

GF: 13-0008673MO

FHA/HUD Case #: 292-493067

THIS INDENTURE, made on this 20 day of August, 2013, by the Secretary of Housing and Urban Development, of Washington, D.C., herein called the Grantor, and **Jenny Angstrom, Single Person** of the County of **Boone**, State of **MISSOURI**, herein called the Grantee whether one or more, mailing address of said Grantee is **7561 E Rainbow Drive, Columbia, MO, 65201**.

WITNESSED: THAT SAID GRANTOR, in consideration of the sum of \$10.00 and other valuable consideration to be paid by Grantee (the receipt of which is hereby acknowledged), does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said Grantee, his heirs and assigns, the following described lots, tracts or parcels of land lying, being and situated in the County of **Boone** and State of **MISSOURI**, to wit:

LOT SIX (6) IN BLOCK EIGHT (8) OF SUNRISE ESTATES, AS SHOWN BY PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGE 24, RECORDS OF BOONE COUNTY, MISSOURI.

With property address of: **7561 E Rainbow Drive, Columbia, MO, 65201**

SUBJECT TO covenants, conditions, easements, restrictions and reservations of record, if any. Together with all hereditaments and appurtenances belonging thereto. Grantor covenants and represents that:

- (1) This deed conveys after-acquired title, and
- (2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged, or encumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through the Grantor as a result of any such act or thing, EXCEPT: the lien of taxes payable in **2012** and thereafter, and the lien of all unpaid special assessments and interest thereon.

THIS SPECIAL WARRANTY DEED IS NOT TO BE IN EFFECT UNTIL August 21, 2013

TO HAVE AND TO HOLD, The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto said Grantee and unto his heirs and assigns forever; said Grantor covenanting that he is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that he has good right to convey the same; WORDS and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

In Witness Whereof the undersigned on this 20 day of August, 2013, being specifically named to the delegation of authority published at 70 F.R. 48,771 REDELEGATION OF AUTHORITY EFFECTIVE JULY 18, 2005, as an authorized agent, has set his/her hand seal as a principal and/or officer of PEMCO, LTD.,

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Unofficial Document

Recorded in Boone County, Missouri
08/22/2013 at 11:21:47 AM

as Asset Manager Contractor of the U.S. Department of Housing and Urban Development, for and on behalf of the Secretary of Housing and Urban Development.

Secretary of Housing and Urban Development

By: Pemco, Ltd as Asset Manager #C-OPC-23644

For HUD by Crystal Montoya

State of Colorado §
County of Arapahoe §

Crystal Montoya Before me, the undersigned, a Notary Public on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said PEMCO, LTD., as Asset Manager Contractor of the U.S. Department of Housing and Urban Development, for and behalf of the Secretary of Housing and Urban Development and aforementioned person and/or officer executed the same as the act of such entity for the purpose and consideration therein expressed, and in the capacity therein stated.

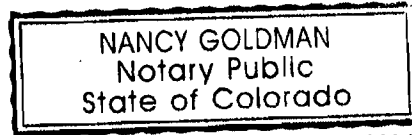
Given under my hand and seal this 20 day of August, 2013.

Nancy P.O
Notary Public

Nancy Goldman
Printed Notary Name

My Term Expires: April 16, 2014

Return To:
Luna & Luna Missouri
215 Platte Clay Way, Suite A
Kearney, MO 64060





Boone County Assessor

Boone County Government Center
801 E. Walnut, Room 143
Columbia, MO 65201-7733

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

Parcel 17-319-12-01-254.00 01

Property Location 7561 E RAINBOW DR

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

Owner **ANGSTROM JENNY**
Address **7561 E RAINBOW DR**
City, State Zip **COLUMBIA, MO 65201**

Subdivision Plat Book/Page **0015 0024**
Section/Township/Range **12 48 12**
Legal Description **SUNRISE ESTATES BLK 8 LOT 6**
Lot Size **73.00 x 140.00**
Deed Book/Page **4207 0146 4103 0140 4016 0015 3296 0012**

check 1/21
1/21- car still on premises with rubbish inside
Reopen. July 14

Current Appraised *				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	16,200	66,550	82,750	RI	3,078	12,644	15,722
Totals	16,200	66,550	82,750	Totals	3,078	12,644	15,722

Most Recent Tax Bill(s)

Residence Description

* 7561 E. Rainbow Dr. (1) THE FAMILY

Attic	NONE (1)
Main Area	1,636
Finished Basement Area	0
Total Square Feet	1,636

7541 - can go on property

rooms

[Home](#) [Dear Administration](#)User:
BMDIEWROC@GOCOLUMBIAMO.COM
[Logout](#)**Nora Dietzel**
Boone County , Missouri - Recorder of Deeds[Click Here To View Document](#)**Boone County Recorder of Deeds**
801 East Walnut, Rm. 132
Columbia, MO 65201-7728**(573) 886-4345 Office**
(573) 886-4359 FaxDocument recording information

Instrument	DT - DEED OF TRUST
Document No.	2013021841
Book	4207
Page	147
Recording Date	8/22/2013 11:21:47 AM
Dated date	8/21/2013

Referenced By This Document (0)References To This Document (0)**Referenced Amount \$80,918.00**Grantor(s) (1)**ANGSTROM, JENNY**Grantee(s) (1)**AMERICAN BANK OF MISSOURI**Mortgagee's Address**690 NORTH SERVICE ROAD WEST**
PO BOX 490
WRIGHT CITY, MO 63390Legal Description(s) (1)**LT 6 BL 8 SUNRISE ESTATES SUB BLK 8**

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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

Angstrom Jenny
7561 E Rainbow Drive
Columbia, MO 65201

An inspection of the property you own on located at 7561 E Rainbow Drive (parcel's # 17-319-12-01-254.00 01) was conducted on July 10, 2015 and revealed growth of weeds in excess of twelve inches high in the back yard.

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 6.3.15 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 15-day period, no further action is necessary.**

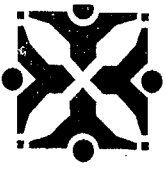
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom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

Sincerely,

Britni Hendren
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 13th day of July 2015 by MO.

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

HEARING NOTICE

Jenny Angstrom
7561 E Rainbow Drive
Columbia, MO 65201

An inspection of the property you own located at 7561 E Rainbow Dr. (parcel # 17-319-12-01-254.00 01) was conducted on July 10, 2015 and revealed weeds taller than 12" in the back yard. This condition is 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 August 18, 2015 9:30 am, 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,

Britni Hendren

Britni Hendren
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 14th day of August 2015 by MD.

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

7014 3490 0002 2759 8962

U.S. Postal Service™
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Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Postage \$		Postmark Here *BH COLUMBIA MO USA JUL 13 2015
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$6.73	

Sent To
JENNY ANGSTROM
Street & Apt. No., or PO Box No. **7561 E. RAINBOW DR.**
City, State, ZIP+4 **COLUMBIA, MO 65201**

PS Form 3800, July 2014 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- 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:

JENNY ANGSTROM
7561 E. RAINBOW DR.
COLUMBIA, MO 65201

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Jenny Angstrom Agent Addressee

B. Received by (Printed Name) _____ C. Date of Delivery **7-14**

D. Is delivery address different from item 1? Yes / No
If YES, enter delivery address below: _____

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label) **7014 3490 0002 2759 8962**

PS Form 3811, July 2013 Domestic Return Receipt

7013 1710 0000 5559 3175

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®.

OFFICIAL USE

Postage \$		Postmark Here *BH COLUMBIA MO USA AUG 4 2015
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$6.73	

Sent To
Jenny Angstrom
Street, Apt. No., or PO Box No. **7561 E. Rainbow Dr.**
City, State, ZIP+4 **Columbia, MO 65201**

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- 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:

Jenny Angstrom
7561 E. Rainbow Dr.
Columbia, MO 65201

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Will Angstrom Agent Addressee

B. Received by (Printed Name) _____ C. Date _____

D. Is delivery address different from item 1? Yes / No
If YES, enter delivery address below: _____

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Me
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee)

2. Article Number
(Transfer from service label) **7013 1710 0000 5559 3175**

PS Form 3811, July 2013 Domestic Return Receipt

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 18th day of August 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Memorandum of Understanding between the Missouri Department of Social Services, the Missouri Office of Prosecution Services, Boone County and the Boone County Prosecuting Attorney regarding Welfare Fraud. It is further ordered the Presiding Commissioner is hereby authorized to sign said attached MOU.

Done this 18th day of August, 2015.

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

AGREEMENT
Between
MISSOURI DEPARTMENT OF SOCIAL SERVICES
And
MISSOURI OFFICE OF PROSECUTION SERVICES
And
BOONE COUNTY COMMISSION
And
BOONE COUNTY PROSECUTING ATTORNEY

This Agreement, effective upon signature by all parties, by and between the Missouri Department of Social Services (hereinafter referred to as DSS), having a mailing address of PO Box 1643, Jefferson City MO 65102-1643; the Missouri Office of Prosecution Services (hereinafter referred to as MOPS), having a mailing address of P.O. Box 899 Jefferson City, MO 65102; and the Boone County Commission (hereinafter referred to as the County), having a mailing address of 801 East Walnut Street Room 333, Columbia, MO 65201-7732, and the Boone County Prosecutor (hereinafter referred to as Prosecutor) having a mailing address of 705 East Walnut Street, Columbia, MO 65201.

WITNESSETH

WHEREAS, DSS is authorized to contract under the provisions of section 34.046, RSMo; and DSS has the authority to enter into Cooperative Agreements under and in accordance with policies established by DSS, and

WHEREAS, Section 16(a) of the Food Stamp Act of 1977 authorizes the United States Department of Agriculture (USDA) to financially cover the costs of the state's food stamp program investigations, and

WHEREAS, Section 16(a) of the Food Stamp Act of 1977 authorizes states to conduct a fraud control program that coordinates fraud investigations involving programs funded by USDA, and

WHEREAS, this Agreement is subject to the rules for payment of certain Administrative Costs of State Agencies adopted, effective December 29, 1980 (7 CFR, Part 277, Amdt. 188).

NOW, THEREFORE, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

I. GENERAL PROVISIONS

A. DSS Source of Funds-Termination

DSS's payment of funds for purposes of this Agreement is subject to and conditional upon the availability of funds for such purposes, being federal and/or

state funds. No commitment is made by DSS to continue or expand such activities. Upon written notice to the parties, DSS may terminate this Agreement immediately if federal or state funds specifically identified to this program, become unavailable or are reduced.

B. Review and Monitoring Reports

MOPS shall prepare, complete and submit the reports enumerated under Section II, B, in accordance with the provisions contained therein.

DSS shall monitor and review such reports for the purposes of determining MOPS or prosecutor compliance with this Agreement in accordance with 7 CFR 277.

C. Examination and Maintenance of Records

All parties shall maintain all books, records or other documents relevant to this Agreement for five (5) years after final payment, at their cost, and federal auditors and any persons duly authorized by the DSS shall have full access to and the right to examine and audit any of said material during this period. If an audit is initiated prior to the expiration of the five-year period, and extends past that period, all documents shall be maintained until the audit is completed. DSS shall provide findings and recommendations of audits to MOPS, the Prosecutor and the County. DSS shall adjust future payments or final payment if the findings of an audit indicate over or under payment to MOPS, and/or the County in the period prior to the audit.

D. Compliance with Civil Rights, Other Laws

The Prosecutor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the agreement. These include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
2. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
3. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
6. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
7. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
8. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
9. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
10. Missouri Governor's E.O. #05-30; and
11. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders, which may apply to the services provided under the agreement.

E. Royalties

DSS reserves a royalty-free nonexclusive license to use and authorize others to use all copyrightable and copyrighted material resulting from this program.

F. Confidentiality

Any information pertaining to specific individuals who are applying for, or have applied for; are receiving, or have received; public assistance benefits, or otherwise protected from public disclosure by state and/or federal law shared by the parties as a result of the performance under this agreement, shall remain confidential and only released to the public as permitted by applicable law. No reports, documentation, or material prepared as required by this agreement which pertain to individually identifiable persons shall be released to the public without the prior, written consent of each party, unless otherwise required by law.

The prosecutor shall release no reports, documentation or material prepared pursuant to the agreement to the public without the prior written consent of DSS, unless such disclosure is required by law.

If required by DSS, the prosecutor and any required prosecutor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.

G. Cancellation of Agreement

This agreement shall remain in force for two (2) years with renewal options should all parties agree to renew the Agreement.

Except as otherwise provided in this Agreement, any party to this Agreement may terminate the Agreement upon ten (10) days written notice to the other parties at any time.

H. Closeout

When this Agreement is concluded or terminated, MOPS and the Prosecutor shall provide DSS, unless otherwise provided in this Agreement, with such reports as are enumerated in this Agreement. The reports shall be provided within sixty (60) days of termination or conclusion unless a written extension is granted for extenuating circumstances.

I. Overpayments, Disallowances and Billing Dispute

Billing disputes, wherein the itemized listing submitted by MOPS to DSS does not agree with DSS's records of case referrals to the Prosecutor, which cannot be mutually resolved by the parties, shall be resolved in favor of DSS as the party accountable for program funding.

Any overpayment to MOPS or the County, or an audit exception disclosed by federal audit, shall be conclusive and binding on the parties and shall be reimbursed to DSS by the County and MOPS in proportion to their receipt of payments. A federal audit exception justifying an order for repayment shall be limited to whether overpayment was made for prosecution activities on DSS-referred welfare fraud cases, as those activities and cases are herein defined. A violation of the general provisions and requirements of this agreement may be grounds for agreement termination as to future activities only. Repayment of improperly reimbursed monies shall be limited to actual amounts reimbursed, not to include penalties or interest.

The Prosecutor shall not be liable for any repayment, overpayment, or disallowance of funds received by the County pursuant to this agreement.

J. Present DSS Policy Application

Cases presented by DSS for prosecutorial review are to be in accordance with DSS policy. For purposes of this Agreement, "Welfare fraud cases" means cases in which assistance or relief is acquired by any person to which he or she is not entitled, under circumstances which constitute a violation of the criminal statutes of the State of Missouri, and a component of the assistance or relief given is food stamps authorized by USDA.

K. Agreement Inclusiveness/Amendment

This agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties. When there are changes in State or Federal law or regulation that, in the opinion of DSS, require amendment of the agreement, DSS shall prepare the proposed amendment and MOPS, the Prosecutor, the County and DSS shall amend this agreement. Subject to any party's right to cancel this agreement under Section I, paragraph G, the amendment will automatically take effect on the date specified without the need for any further action by the parties. Except as provided in Section I, paragraph L, this agreement may only be amended by the written consent of the duly authorized personnel of all of the parties hereto.

L. Rate Changes

Future changes in the reimbursement rates for prosecution activities, contained in Section II, paragraph B, Section III, paragraph D, and Section IV, paragraph A, may be made by written agreement between DSS and MOPS. Whenever MOPS and DSS agree upon such a change, the Prosecutor and the County shall be notified in writing by MOPS of the changes, and the effective date of their implementation. If neither the Prosecutor nor the County object in writing to MOPS, within forty-five (45) days of receipt of said changes, the new rates will become effective. If objected to, the changes in reimbursement rates will not take effect without the written consent of all parties hereto.

II. RESPONSIBILITIES OF MOPS

- A. To provide DSS with the information necessary to obtain approval from USDA for the funding of prosecuting activities. This information includes:
1. Description of prosecution activities assigned to the prosecutor, which will be claimed for reimbursement;
 2. Copy of statutes under which welfare fraud is prosecuted;
 3. Description of the coordination between investigative units and the prosecution units; and
 4. Description of the process by which prosecuting attorneys authorize charges and pursue prosecution activities on welfare fraud cases.
- B. Complete and submit to DSS, a report for each case processed under this Agreement listing prosecutorial activities throughout St. Louis City and the 114 counties of the State containing the following information:

1. Name of defendant (last, first, middle initial);
2. Welfare case name, if applicable (if different than defendant);
3. Welfare case number, if applicable;
4. Type of prosecution activity:
 - a) Cases referred to the Prosecutor by DSS and disposed of by the Prosecutor, after the review and evaluation of relevant investigative material and consultation with DSS investigators, without the authorization of criminal charges or other court action. These cases will be billed under Fee Code A;
 - b) Cases referred to the Prosecutor by DSS that are charged and settled by plea or otherwise disposed of by the Prosecutor in Associate Circuit Court, without a preliminary hearing. These cases will be billed under Fee Code B;
 - c) Cases referred to the Prosecutor by DSS that are charged and settled by plea or otherwise disposed of by the Prosecutor in Circuit Court, after preliminary hearing or waiver thereof. These cases will be billed under Fee Code C;
 - d) Cases referred to the Prosecutor by DSS, that are charged and settled by plea, court verdict, or otherwise disposed of by the Prosecutor after trial. These cases will be billed under Fee Code D;
5. Fee Code:
 - a) A = \$250.00;
 - b) B = \$300.00;
 - c) C = \$500.00;
 - d) D = \$650.00;
6. Defendant's social security number, if available; and
7. The type of welfare fraud that occurred in each case regarding programs administered by USDA and the State of Missouri.

C. Implement an automated reporting system that will compile the information submitted by the County, match it to the report submitted to the DSS, and prepare an aggregate report of activities and billing forms.

D. Service Documentation

MOPS agrees to maintain records required by DSS and to produce narrative and statistical data at times prescribed by, and on forms furnished by, DSS.

E. Fiscal Requirements

MOPS shall maintain a record system that documents the total number of units of service delivered, as defined in this Agreement, during the term of this Agreement. These records shall also document the specific units billed to DSS under this Agreement.

F. Billing Method

The fee code shall be used in determining reimbursement under this Agreement, as defined herein.

G. Billing Procedure

MOPS shall submit quarterly a "Statement of Expenditures," to DSS. This Statement shall indicate the units of service delivered, the reimbursement rate by type of service, and the total amount being claimed.

H. MOPS shall transmit quarterly payments to the Prosecutor upon receipt of same from DSS.

I. Retain ten percent (10%) of the amount being reimbursed to the County for administering this agreement, plus any interest accrued between the time of receipt of payment from DSS and the County's cashing of its check.

III. RESPONSIBILITIES OF THE PROSECUTOR

A. Accept referrals of welfare fraud cases made by DSS and prosecute such cases in accordance with the Prosecutor's discretion exercised pursuant to the constitution, statutes, and applicable case law of Missouri.

B. To recommend that the following actions be ordered by the court of competent jurisdiction in each case, in addition to the sentence imposed:

1. The individual be disqualified from participation in the benefits program funded in whole or in part by USDA;

2. The individual be ordered to repay DSS the amount of welfare benefits unlawfully received;
- C. To initiate appropriate action against individuals who fail to comply with court ordered restitution or valid repayment agreements upon notification from DSS, in accordance with the Prosecutor's discretion exercised pursuant to the constitution, statutes, and applicable case law of Missouri;
- D. Complete and submit monthly to MOPS a billing statement including:
1. Name of Defendant ((last, first, middle initial);
 2. Welfare case name, if applicable (if different than defendant);
 3. Welfare case number, if applicable;
 4. Type of prosecution activity:
 - a) Cases referred to the Prosecutor by DSS and disposed of by the Prosecutor, after the review and evaluation of relevant investigative material and consultation with DSS investigators, without the authorization of criminal charges or other court action. These cases will be billed under Fee Code A;
 - b) Cases referred to the Prosecutor by DSS that are charged and settled by plea or otherwise disposed of by the Prosecutor in Associate Circuit Court, without a preliminary hearing. These cases will be billed under Fee Code B;
 - c) Cases referred to the Prosecutor by DSS that are charged and settled by plea or otherwise disposed of by the Prosecutor in Circuit Court, after preliminary hearing or waiver thereof. These cases will be billed under Fee Code C;
 - d) Cases referred to the Prosecutor by DSS, that are charged and settled by plea, court verdict, or otherwise disposed of by the Prosecutor after trial. These cases will be billed under Fee Code D;
 5. Fee Code
 - a) A = \$250.00;
 - b) B = \$300.00;
 - c) C = \$500.00;
 - d) D = \$650.00;

6. Defendant's social security number, if available; and
7. In cases where a warrant has been issued and placed in MULES, and the defendant has not been apprehended for one (1) year from the date of issuance of the warrant, or from the date of absconding on bond, the Prosecutor may bill DSS for prosecution activity expended to date. When defendant is apprehended and the prosecution resumed, the Prosecutor may rebill DSS for additional prosecution activity undertaken to bring the case to disposition at a higher rate level than the rate previously billed for that case, less the amount previously billed. Cases billed under this section shall be separately identified for reimbursement by the Prosecutor.

IV. RESPONSIBILITIES OF DSS

A. Payment

DSS shall make a payment to MOPS approximately four (4) weeks after receipt by DSS of federal funds for this purpose and MOPS's "Statement of Expenditures." Payment shall be at the rate per unit of service for the following prosecution activity in welfare fraud cases as defined in section I, paragraph J:

<u>Service</u>	<u>Rate</u>
Cases referred to the Prosecutor by DSS and disposed of by the Prosecutor, after the review and evaluation of relevant investigative material and consultation with DSS investigators, without the authorization of criminal charges or other court action.	\$250.00
Cases referred to the Prosecutor by DSS, that are charged and settled by plea or otherwise disposed of by the Prosecutor in Associate Circuit Court, without a preliminary hearing.	\$300.00
Cases referred to the Prosecutor by DSS, that are charged and settled by plea or otherwise disposed of by the Prosecutor in Circuit Court, after preliminary hearing or waiver thereof.	\$500.00
Cases referred to the Prosecutor by DSS, that are charged and settled by plea, court verdict, or otherwise disposed of by the Prosecutor after trial.	\$650.00

- B. To investigate cases of suspected welfare fraud and to refer appropriate cases to the Prosecuting Attorneys of Missouri for action as provided under Missouri law.

- C. To provide the necessary records and appropriate DSS staff as witnesses in court when referred cases of suspected welfare fraud are being prosecuted.
- D. To take necessary action to obtain federal matching funds.
- E. To prepare a report, and submit copies to MOPS. The forms or report shall identify the type of welfare fraud involved in the case by program area between programs funded by USDA, or the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized to do so.

Authorized Representative of Family Support Division

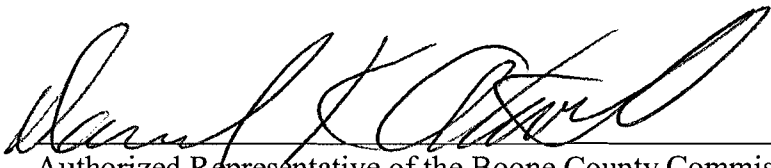
Date

Authorized Representative of Department of Social Services

Date

Authorized Representative of MO Office of Prosecution Services

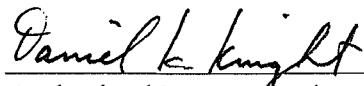
Date



Authorized Representative of the Boone County Commission

8-18-15

Date



Authorized Representative of the Boone County Prosecutor

8-11-15

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

August Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the

18th

day of

August

20

15

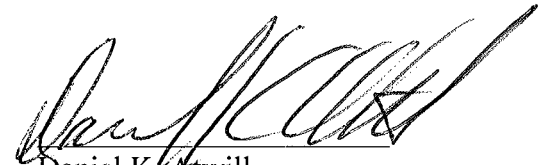
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the attached revisions to the Boone County Parking Policy.

Done this 18th day of August, 2015.

ATTEST:

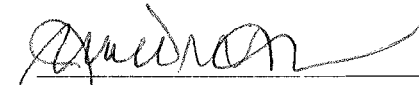
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

REVISIONS

2.10: PARKING POLICY:

Benefited employees who work downtown are provided with a parking **permit** hang tag at no cost that allows them to park on approved County owned lots. Parking ~~permits~~ opportunities are considered a benefit and privilege and not an inherent right of employment and will be issued upon completion of vehicle registration forms. The parking lots are filled on a first-come, first-serve basis. All employees are expected to treat other employees with courtesy and abide by all regulations. Any violations may subject an employee to revocation of their parking privileges.

- The Parking Committee determines an employee's eligibility for assigned parking. The criteria for such assignment may include: Does the employee drive a County-owned vehicle? Does the employee come and go frequently due to job requirements? Does the Administrative Authority find the need for the employee to have a certain parking location?
- Vehicles parked in County parking lots must be registered with Facilities Maintenance (FM). ~~Permits~~ Hang tags may be moved from vehicle to vehicle, but all vehicles must be registered. No other **permits** hang tags will be issued unless reviewed and approved by the Parking Committee. Failure to keep records current may result in parking privileges being suspended.
- Employees utilizing handicap spaces are required to provide the documentation of approval from the Department of Revenue to FM as well as displaying the proper hang tag or handicap license plate. If at any time there is no handicap space available, then the employee may park in a regular space.
- The parking lots are for the use of the Boone County employees only. Parking privileges may be revoked for any employee allowing an unauthorized party to use his/her ~~permit~~ hang tag.
- Terminated employees must relinquish all ~~permits~~ hang tags and ~~gate cards~~. Administrative Authorities or their designees shall be responsible for the retrieval and return of such ~~permits~~ hang tags and ~~gate cards~~. Administrative Authorities or their designees may not pass on relinquished ~~permits~~ hang tags or ~~gate cards~~ to other employees without first notifying Facilities Maintenance.
- Replacement cost for a lost or destroyed ~~permit~~ hang tag or ~~gate card~~ is \$20.00 ~~each~~, payable by the employee. Administrative Authority should instruct employees to bring ~~permits~~ their assigned hang tag and ~~gate cards~~ with them at the time they pick up their last paycheck.
- ~~Permits~~ Hang tags or ~~gate cards~~ that are inoperable due to normal conditions of wear and tear may be replaced at a \$5.00 cost to the employee. ~~according to the following schedule:~~

First Replacement \$5.00

Second Replacement \$10.00

Parking Violation and Tow Policy

- Employees must notify Facilities Maintenance (FM) of all vehicle and license plate changes immediately. Failure to keep records current may result in their parking privileges being suspended.
- Employees with properly registered vehicles will be given one grace violation. A second violation will result in the vehicle being towed. Any additional violation(s) will result in their parking privileges being suspended by the county.
**NOTE: If the vehicle is not registered with FM then no grace period shall be given.
- Violations will be issued for the following:
 - **Hang tags** - All vehicles on a county lot must have a legible/numbers facing out hang tag on the rear view mirror or be a county marked vehicle assigned to the lot. Failure to properly display a hang tag is considered a violation of the policy. If an employee forgets or misplaces their hang tag, they cannot park on a county lot until it is replaced. No tag - no parking in the county lots.
 - **Duplicating hang tags** – Each employee will receive one hang tag. This tag is not to be duplicated in any manner for any reason. First offense of duplicating a tag the employee will lose parking privileges for one (1) month. If the employee has two vehicles parked in a lot at that time they will remove one of the vehicles immediately. Second offense the vehicle(s) will be towed and employee will lose parking privileges for three (3) months. Third offense the vehicle(s) will be towed and employee will permanently lose parking privileges.
 - **Reserved Spaces** - Only designated employees or marked county vehicles may use the reserved spaces. An employee who parks in a reserved space that has not been assigned to that employee will be in violation of the policy, and will be required to move their vehicle immediately.
 - **Handicap Spaces** - Employees utilizing handicap spaces must have the proper handicap tag displayed or state issued handicap license plate and provide approval documentation from DOR to FM. An employee who parks in a handicap space without the proper credentials will be in violation of the policy, and will be required to move their vehicle immediately.
 - ***Parked in a NO PARKING space/area***
 - ***Parking in two spaces***
 - ***Blocking driveway or access***

- When an employee is notified of a violation, their Administrative Authority will also be copied on the violation notification.

(Revised 10/13)

2.10: PARKING POLICY:

Benefited employees who work downtown are provided with a parking hang tag at no cost that allows them to park on approved County owned lots. Parking opportunities are considered a benefit and privilege and not an inherent right of employment and will be issued upon completion of vehicle registration forms. The parking lots are filled on a first-come, first-serve basis. All employees are expected to treat other employees with courtesy and abide by all regulations. Any violations may subject an employee to revocation of their parking privileges.

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- Employees utilizing handicap spaces are required to provide the documentation of approval from the Department of Revenue to FM as well as displaying the proper hang tag or handicap license plate. If at any time there is no handicap space available, then the employee may park in a regular space.
- The parking lots are for the use of the Boone County employees only. Parking privileges may be revoked for any employee allowing an unauthorized party to use his/her hang tag.
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- Replacement cost for a lost or destroyed hang tag is \$20.00, payable by the employee. Administrative Authority should instruct employees to bring their assigned hang tag with them at the time they pick up their last paycheck.
- Hang tags that are inoperable due to normal conditions of wear and tear may be replaced at a \$5.00 cost to the employee.

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 - **Parking in two spaces**
 - **Blocking driveway or access**
- When an employee is notified of a violation, their Administrative Authority will also be copied on the violation notification.

(Revised 08/15)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

18th

day of

August

20

15

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Greenbelt Land Trust of Mid-MO for September 15, October 20, November 17 and December 15, 2015 from 6:30 p.m. to 9:00 p.m.

Done this 18th day of August, 2015.

ATTEST:

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

[Signature]
Daniel K. Atwill
Presiding Commissioner

[Signature]
Karen M. Miller
District I Commissioner

[Signature]
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: Green belt Land trust of Mid-Mo.

Address: P.O. Box 144

City: Columbia State: Mo ZIP Code 65201

Phone: 573-424-9668 Website: greenbeltmissouri@gmail.com

Individual Requesting Use: BARBARA Hoppe Position in Organization: Advisor

Facility requested: Chambers Room 301 311 332 Centralia Clinic

Event: Meeting-Board

Description of Use (ex. Speaker, meeting, reception): Sept 15, Oct 20, Nov 17

Date(s) of Use: March 17, April 21, May 19, June 6, July 21, Aug 18

Start Time of Setup: 6:30 AM/PM 6:30 Start Time of Event: 6:30 AM/PM

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

Mike Power will pick up Key

Organization Representative/Title: Barbara Hoppe, Advisor

Phone Number: 424-9668 Date of Application: 2-9-15

Email Address: yes-for-parks@hotmail.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.

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. Nowak my
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 2-17-15