

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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 6461 Gateview Drive (parcel # 20-216-10-01-015.00 01).

Done this 28th day of July, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Absent

Skip Elkin
 District II Commissioner

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

| | | |
|---------------------------|---|--------------------------------------|
| In Re: Nuisance Abatement |) | July Session |
| 6461 S Gateview Drive |) | June Adjourned |
| Columbia, MO 65203 |) | Term 2011 |
| |) | Commission Order No. <u>288-2011</u> |

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 28th day of July 2011, 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 tall on premises.
4. The location of the public nuisance is as follows: 6461 S Gateview Drive Lot 29 Gateway South Plat 1 a/k/a parcel # 20-216-10-01-015.00 01 section 10, Township 47, Range 13 as shown by deed book 1798 page 0968, Boone County
5. The specific violation of the Code is: weeds in excess of twelve inches tall in violation of 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 10th day of May, 2011, 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

6461 Gateview Drive
pictures taken 7/13/11 by Kala Gunier



6461 S GATEVIEW DRIVE
ACTIVITY LOG

| | |
|---------|---|
| 5/10/11 | Citizen complaint received |
| 5/10/11 | inspection conducted |
| 5/11/11 | notice sent via Certified Mail to lender and owner |
| 5/16/11 | notice signed for by lender |
| 5/28/11 | owner notice returned to health department as unclaimed |
| 6/22/11 | notice of declaration of public nuisance and order of abatement posted in Columbia daily tribune |
| 7/13/11 | hearing notices sent via First Class mail to owner and lender |
| 7/13/11 | pictures taken |



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Sarah A Banton
6461 S Gateview Drive
Columbia, MO 65203

An inspection of the property you own located at 6461 S Gateview Drive (parcel # 20-216-10-01-015.00 01) was conducted on May 11, 2011 and revealed growth of weeds in excess of 12 inches high on the premises. 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 Thursday, July 28, 2011 at 1:30 PM 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,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 13 day of July, 2011
by DWJ

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

Mortgage Electronic Registration Systems Inc
PO Box 2026
Flint, MI 48501-2026

An inspection of the property you hold a lien on located at 6461 S Gateview Drive (parcel # 20-216-10-01-015.00 01) was conducted on May 11, 2011 and revealed growth of weeds in excess of 12 inches high on the premises. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

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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**

Sarah A Banton
6461 S Gateview Drive
Columbia, MO 65203

An inspection of the property you own located at 6461 S Gateview Drive (parcel # 20-216-10-01-015.00 01) was conducted on May 10, 2011 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 15-day period, no further action is necessary.**

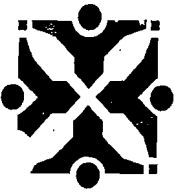
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom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

Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 11 day of May 2011 by EA.

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**

Mortgage Electronic Registration Systems, Inc
PO Box 2026
Flint, MI 48501-2026

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Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 11 day of May 2011 by [Signature]

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

Parcel 20-216-10-01-015.00 01 **Property Location** 6461 S GATEVIEW DRIVE
 City Road COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1)
 Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner BANTON SARAH A
 Address 6461 S GATEVIEW DR
 City, State Zip COLUMBIA, MO 65203-9450

Subdivision Plat Book/Page 0010 0124
 Section/Township/Range 10 47 13

Legal Description GATEWAY SOUTH PLAT 1
 LOT 29
 Lot Size 70 x 144
 Irregular shape Y

MAY 11 2011

Deed Book/Page 1798 0968

| Current Appraised | | | | Current Assessed | | | |
|-------------------|--------|--------|--------|------------------|-------|--------|--------|
| Type | Land | Bldgs | Total | Type | Land | Bldgs | Total |
| RI | 14,400 | 77,600 | 92,000 | RI | 2,736 | 14,744 | 17,480 |
| Totals | 14,400 | 77,600 | 92,000 | Totals | 2,736 | 14,744 | 17,480 |

Previous Year's Tax
 Year 2010 Amount \$1,064.16

Residence Description

Year Built 1971
 Use SINGLE FAMILY (101)

Basement FULL (4) Attic NONE (1)
 Bedrooms 3 Main Area 1,044
 Full Bath 1 Finished Basement Area 932
 Half Bath 1
 Total Rooms 6 Total Square Feet 1,976

MAY 11 2011

www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

iRecordWeb User Administration

User:
MAGUNIER@GOCOLUMBIAMO.COM
Logout

Bettie Johnson
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 Fax

Document recording information

Instrument DT - DEED OF TRUST
Document No. 2001027081
Book 1798
Page 969
Recording Date 10/19/2001 11:22:00 AM
Dated date 10/19/2001

Referenced By This Document (0)

References To This Document (0)

Referenced Amount \$84,671.00

Grantor(s) (1)

BANTON, SARAH A

Grantee(s) (1)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

Mortgagee's Address

P O BOX 2026
FLINT, MI 485012026

Legal Description(s) (1)

LT 29 PL 1 GATEWAY SOUTH





COLUMBIA DAILY
TRIBUNE
 P.O. Box 798 • Columbia, MO • 65205-0798

| | | | |
|---------------------|----------------|------------------------|--|
| BILLING PERIOD | | ADVERTISER/CLIENT NAME | |
| 06/16/11 - 06/23/11 | | CC HEALTH DEPT | |
| TOTAL AMOUNT DUE | INVOICE NUMBER | TERMS OF PAYMENT | |
| 65.86 | 1148920 | Due 30 Days | |

| | | | |
|--------|--------------|-----------------------|--------------------------|
| PAGE # | BILLING DATE | BILLED ACCOUNT NUMBER | ADVERTISER/CLIENT NUMBER |
| 1 | 06/23/11 | 10195 | |

INVOICE

BILLED ACCOUNT NAME & ADDRESS
 *** ATTN ACCTS PAYABLE
 CC HEALTH DEPT
 PO BOX 6015 (po#110101)
 COLUMBIA MO 65205-6015

| CREDIT CARD PAYMENTS | |
|---|--------------------|
|  Card Number: _____ | |
|  Exp. Date: _____ | Amt. to pay: _____ |
|  Signature: _____ | |
|  Name on Card: _____ | |

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

| DATE | NEWSPAPER REFERENCE | DESCRIPTION - OTHER COMMENTS / CHARGES | SAU SIZE BILLED UNITS | TIMES RUN RATE | BALANCE |
|-------|---|--|-------------------------|----------------|--------------------------|
| 06/21 | AD CLASS: 806110 06/21 com 95 sub 002 | Classified Line <i>KG</i> Banton 1000 1321434 Ad Class Totals: <i>6461 S. Gateview Dr.</i> <i>6/29/11</i> <i>PO 110101</i> <i>Line 282</i> <i>110-3210-531-496</i> | 1x74L 74L \$65.86 | 1 | 65.86 74.000 line |

PLEASE PAY THIS AMOUNT 

65.86

COLUMBIA DAILY
TRIBUNE

101 North 4th Street • P.O. Box 798
 Columbia, MO 65205 • (573) 815-1500

| ADVERTISER INFORMATION | | | | |
|------------------------|---------------------|-----------------------|----------------------------|--------------------------|
| INVOICE NUMBER | BILLING PERIOD | BILLED ACCOUNT NUMBER | ADVERTISER / CLIENT NUMBER | ADVERTISER / CLIENT NAME |
| 1148920 | 06/16/11 - 06/23/11 | 10195 | | CC HEALTH DEPT |

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI)
County of Boone) ss.

I, Jason Meyer, 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:

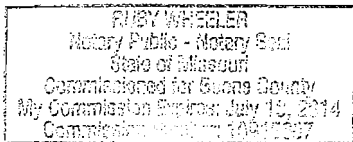
- 1st Insertion _____ June 21, 2011
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

\$65.86
Printer's Fee

By: Jason Meyer
Jason Meyer

Subscribed & sworn to before me this 22 day of July, 2011

Ruby Wheeler
Notary Public



NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: Sarah A Banton
6461 S Gateview Drive
Columbia, MO 65203

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:
6461 S Gateview Drive Lot 29 Gateview South parcel number 20-216-10-01-015.00 01 Boone County, Missouri as shown by deed book 1798 page 0968

Type of Nuisance:
Weeds in excess of 12 inches on the premises in violation of section 6.7 of the Boone County Public Nuisance Ordinance.

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: _____

Stephanie Browning,
Director, Columbia/Boone County Health Department

INSERTION DATE: June 21, 2011.

Call ID : 4822
Customer ID . . . : 36907 FAIRWAY MEADOWS ASSOCIATION

Type information, press Enter.

Comment

6461 Gateview Drive (west end) For Sale by Remax
weeds are high.

User ID

KKCASSID 5/10/11
KKCASSID 5/10/11
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER

More...

F10=Display sequence F12=Cancel

off gateway Blvd

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:

Mortgage Electronic Registration
Systems, INC
PO Box 2026
FLINT, MI 48501-2026

2. Article Number
(Transfer from service label)

7011 0110 0001 9722 6307

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

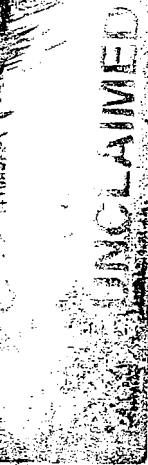


CITY OF COLUMBIA /
JUN 06 2011 DEPARTMENT

1005 W. WORLEY
P.O. Box 6015
COLUMBIA, MISSOURI 65205-6015



7011 0110 0001 9722 6260



UNCLAIMED

DN 11-12-11
BIN 5-11
5-28-11

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*
 Agent
 Addressee

B. Received by (Printed Name)
 C. Date of Delivery

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

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes No



Postmark Here
MAY 11 2011

Sent to: Mortgage Electronic Registration
Systems, INC
PO Box 2026
FLINT, MI 48501-2026

Postage \$
 Certified Fee \$
 Return Receipt Fee (Endorsement Required) \$
 Restricted Delivery Fee (Endorsement Required) \$
 Total Post \$5.59

226 1000 0110 9722

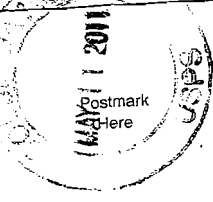
Sent To: Sarah A. Banton
 Street, Apt. or PO Box: 6461 S Gateview Drive
 City, State: Columbia, MO 65203

PS Form 3800, August 2005

See Reverse for Instructions

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



7011 0110 0001 9722 6260

Boone County, Missouri 969
Unofficial Document
Filed for Record, Boone County, MO
Bettie Johnson, Register of Deeds

Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
1800 Tapo Canyon
Simi Valley, CA 93063-6712

Prepared By:
E. BERETS

[Space Above This Line For Recording Data]

MO2924081441703
[Case #]

01-7005
[Escrow/Closing #]

00007593241104
[Doc ID #]

State of Missouri

DEED OF TRUST

MIN 1000157-0000546568-3

THIS DEED OF TRUST ("Security Instrument") is made on OCTOBER 19, 2001 . The Grantor is SARAH A BANTON, A SINGLE PERSON .

("Borrower"). The trustee is
DOROTHY E SAPP
2101 W BROADWAY, SUITE 208, COLUMBIA, MO 65203-

("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. COUNTRYWIDE HOME LOANS, INC.

("Lender") is organized and existing under the laws of NEW YORK , and has an address of 4500 PARK GRANADA, CALABASAS, CA 91302-1613

Borrower owes Lender the principal sum of EIGHTY FOUR THOUSAND SIX HUNDRED SEVENTY ONE and 00/100 Dollars (U.S.\$ 84,671.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 01, 2031 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property

FHA Missouri Deed of Trust with MERS - 4/96

Page 1 of 6

Initials: JB

4N(MO) (9802).02

CHL (12/99).01

VMP MORTGAGE FORMS - (800)521-7291

Amended 2/98



<http://www.ShowMeBoone.com>

Boone County, Missouri

970

CASE #: M02924081441712
located in BOONE County, Missouri.
LOT TWENTY-NINE (29) OF GATEWAY SOUTH - PLAT NO. 1 AS SHOWN BY THE PLAT
RECORDED IN PLAT BOOK 10, PAGE 124, RECORDS OF BOONE COUNTY, MISSOURI

which has the address of 6461 S GATEVIEW DR, COLUMBIA
[Street, City]
Missouri 65203- ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:
UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

Initials: 

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

Initials: 

Boone County, Missouri - 972

CASE #: M02924081441703 Unofficial Document # 000007593241104

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Initials: 

4N(MO) 1992.02

CHL (12/99).01

Page 4 of 8

<http://www.ShowMeBoone.com>

CASE #: M02924081441702000007593241104

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.


20. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Lease of the Property. Trustee hereby leases the Property to Borrower until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions: Borrower, and every person claiming an interest in or possessing the Property or any part thereof, shall pay rent during the term of the lease in the amount of one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)].

- Condominium Rider
- Growing Equity Rider
- Other [specify]
- Planned Unit Development Rider
- Graduated Payment Rider

Initials: 

Boone County, Missouri 974

CASE #: M02924081441703 UNOFFICIAL DOCUMENT 000007593241104
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Sarah A. Banton (Seal)
SARAH A BANTON -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

STATE OF MISSOURI,

Boone County ss:

On this 19th day of Oct., 2001, before me personally appeared

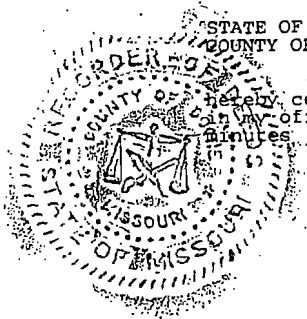
Sarah A. Banton, a single person

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Term Expires: **KELLE J. WALTERS**
Notary Public - Notary Seal
STATE OF MISSOURI
COOPER COUNTY
My Commission Expires: 3-9-2004

Kelsey Wecker
Notary Public



Document No. 27081

(STATE OF MISSOURI)
COUNTY OF BOONE) SS.

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 19th day of October, 2001 at 11 o'clock and 22:00 minutes AM and is truly recorded in Book 1798 Page 969.

Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS
by Lisa Wyatt deputy

289-2011

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

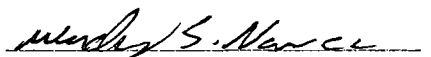
In the County Commission of said county, on the 28th day of July 20 11

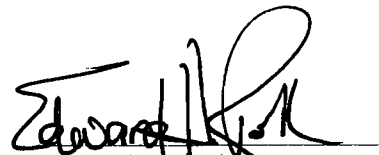
the following, among other proceedings, were had, viz:

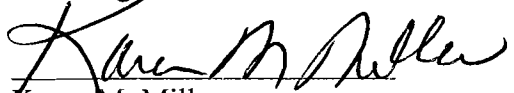
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 4850 E. Leora Lane (parcel # 12-204-10-03-001.00 01).

Done this 28th day of July, 2011.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Edward H. Robb
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 |) | July Session |
| 4850 E Leora Lane |) | June Adjourned |
| Columbia, MO 65202 |) | Term 2011 |
| |) | Commission Order No. <u>289-2011</u> |

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 28th day of July 2011, 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 tall on premises.
4. The location of the public nuisance is as follows: 4850 E Leora Lane Lot 28 Shardidan Hills Subdivision a/k/a parcel # 12-204-10-03-001.00 01 section 10, Township 49, Range 12 as shown by deed book 1052 page 0135, Boone County
5. The specific violation of the Code is: weeds in excess of twelve inches tall in violation of 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 7th day of June, 2011, 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:



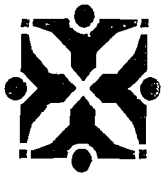
Boone County Clerk

4850 E Leora Lane
pictures taken 5/20/11 by Kala Guneir



ACTIVITY LOG
4850 E LEORA LANE

| | |
|---------|---|
| 5/3/11 | citizen complaint received |
| 5/4/11 | reinspection conducted |
| 5/6/11 | notice sent via Certified Mail |
| 5/9/11 | Certified letter signed for |
| 5/20/11 | joint inspection conducted with Health Department and Boone County Counselor |
| 5/20/11 | pictures taken |
| 7/11/11 | hearing notice sent via First Class Mail |



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Mike Mehrdad
PO Box 1713
Columbia, MO 65205

An inspection of the property you own located at 4850 E Leora Lane (parcel # 12-204-10-03-001.00 01) was conducted on May 4, 2011 and revealed growth of weeds in excess of 12 inches high on the premises. 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 Thursday, July 28, 2011 at 1:30 PM 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,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 11 day of July, 2011
by EM

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**

Mike Mehrdad
PO Box 1713
Columbia, MO 65205

An inspection of the property you own located at 4850 E Leora Lane (parcel # 12-204-10-03-001.00 01) was conducted on May 4, 2011 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 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,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 06 day of May 2011 by EW

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

Parcel 12-204-10-03-001.00 01 **Property Location** 4850 E LEORA LN
 City _____ Road COUNTY ROAD DISTRICT (CO) School HALLSVILLE (R4)
 Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner MEHRDAD MIKE
 Address PO BOX 1713
 City, State Zip COLUMBIA, MO 65205-1713

Subdivision Plat Book/Page 0010 0181
 Section/Township/Range 10 49 12

Legal Description SHARIDAN HILLS SD BLK 1
 LOT 28
 Lot Size 75 x 116
 Irregular shape Y

MAY 06 2011

Deed Book/Page 1052 0135

| Current Appraised | | | | Current Assessed | | | |
|-------------------|--------|--------|--------|------------------|-------|-------|-------|
| Type | Land | Bldgs | Total | Type | Land | Bldgs | Total |
| RI | 20,400 | 28,900 | 49,300 | RI | 3,876 | 5,491 | 9,367 |
| Totals | 20,400 | 28,900 | 49,300 | Totals | 3,876 | 5,491 | 9,367 |

Previous Year's Tax
 Year 2010 Amount \$513.89

Residence Description

Year Built 2003
 Use SINGLE FAMILY (101)

Basement NONE (1) Attic NONE (1)
 Bedrooms 3 Main Area 2,292
 Full Bath 2 Finished Basement Area 0
 Half Bath 0
 Total Rooms 7 Total Square Feet 2,292

www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

Michala Gunier - Re: Fwd: 4850 E Leora Lane

From: Gerald Worley
To: Michala Gunier
Date: 5/3/2011 4:38 PM
Subject: Re: Fwd: 4850 E Leora Lane

Go look see what is there now. I know we cannot condemn the structure.

>>> Michala Gunier 5/3/2011 4:34 PM >>>

We have abated this property on a yearly basis for the last several years. The last I heard, the owner does not live here. We typically have had to post the notices in the newspaper as they are not signed for via Certified Mail. It is a chronic nuisance but unfortunately we can only address the weeds/trash issue.

Kala Gunier, MHA
Sr. Environmental Health Specialist
Columbia/Boone County Department of Public Health and Human Services
1005 W Worley Street
Columbia, MO 65205
573.874.7346
www.qocolumbiamo.com

>>> Gerald Worley 5/3/2011 3:17 PM >>>

>>> "Uriah Mach" <UMach@boonecountymmo.org> 5/3/2011 3:08 PM >>>
Greetings,

Commissioner Elkin has received a complaint about this property. Specifically, that kids have been getting inside the half-built structure and setting fires on the concrete floor. After receiving this complaint, he came to speak with me about getting something done about possibly having this building condemned or at the very least taken care of more regularly.

Boone County Planning has no tool that would do that, but I am asking if either the BCFPD or the Health department have any particular capacity to resolve this issue. Health, according to Commissioner Elkin, has cited this property for tall weeds and/or trash. Is that the case, and what has your experience been with the property owner Mike Mehrdad? Gale, is there anything you can do with this? If not, do you have any recommendations on further action?

Thank you all for any assistance you can offer on this.

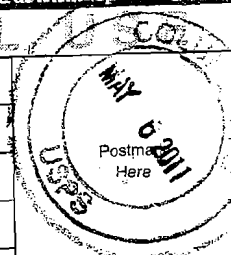
Uriah Mach
Planner
Boone County Resource Management
Planning Division
(573) 886-4330

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 RECEIPT

| | |
|---|---------|
| Postage | \$ 1.44 |
| Certified Fee | 2.85 |
| Return Receipt Fee (Endorsement Required) | 2.30 |
| Restricted Delivery Fee (Endorsement Required) | 5.59 |
| Total P | |



Sent To Mike Mehrdad

Street, or PO Box P.O. Box 1713

City, State Columbia, MO 65205

PS Form 3811, August 2004

7011 0110 0001 9722 6239

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY |
|--|--|
| <ul style="list-style-type: none"> ■ 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. | <p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (<i>Printed Name</i>) C. Date of Delivery 5-9-11</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p style="text-align: center; font-size: 1.5em; font-family: cursive;"><i>TRC HUC</i></p> |
| <p>1. Article Addressed to:</p> <p style="margin-left: 40px;">Mike Mehrdad P.O. Box 1713 Columbia, MO 65205</p> | <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> |
| <p>2. Article Number <i>(Transfer from service label)</i></p> | <p>4. Restricted Delivery? (<i>Extra Fee</i>) <input type="checkbox"/> Yes</p> |
| 7011 0110 0001 9722 6239 | |

Boone County, Missouri

Unofficial Document

Filed for record on January 12, 1991 at 8:38 AM in Boone Co. Mo.
Document No. 177 recorded in Book 1795 page 195 Betty Johnson, Recorder of Deeds

FORM 943-A

ELKINS-SWYERS CO., SPRINGFIELD, MO.

CLASS 88

COLLECTOR'S DEED FOR TAXES

135

Whereas, MIKE MEHRDAD did, on the 7th day of DECEMBER, 1989 produce to the undersigned RAYMOND W. EASLEY, Collector of the County of BOONE, in the State of Missouri, a certificate of purchase, in writing, bearing date the 26th day of AUGUST, 1981, signed by RAYMOND W. EASLEY, who at the last mentioned date was Collector of said county, from which it appears that the said MIKE MEHRDAD did on the 26th day of AUGUST, 1981, purchase at public auction at the door of the courthouse in said county, the tract, parcel or lot of land lastly in this indenture described, and which lot was sold to MIKE MEHRDAD for the sum of TWO HUNDRED dollars and 00 cents, being the amount due on the following tracts or lots of land, returned delinquent in the name of EARL G. HILGER, JR. & JEAN RILEY, for the non-payment of taxes, costs and charges for the years 1989 & 1990 namely: 12-204-10-03-001, SHARJAN HILLS SD, BLK 1, LOT 28, BOONE COUNTY MO. 10-49-12

which said lands have been recorded, among other tracts, in the office of said Collector, as delinquent for the non-payment of taxes, costs, and charges due for the year last aforesaid, and legal publication made of the sale of said lands; and it appearing that the said MIKE MEHRDAD is the legal owner of said certificate of purchase and the time fixed by law for redeeming the land therein described having now expired, the said EARL G. HILGER, JR. & JEAN RILEY, nor any person in his behalf having paid or tendered the amount due the said MIKE MEHRDAD on account of the aforesaid purchase, and for the taxes by him since paid, and the said MIKE MEHRDAD having demanded a deed for the tract of land mentioned in said certificate, and which was the least quantity of the tract above described that would sell for the amount due thereon for taxes, costs and charges, as above specified, and it appearing from the records of said County Collector's office that the aforesaid lands were legally liable for taxation, and had been duly assessed and properly charged on the tax book with the taxes for the years 1989 & 1990

Therefore, this indenture, made this 7th day of DECEMBER, 1989, between the State of Missouri, by RAYMOND W. EASLEY, Collector of said county, of the first part, and the said MIKE MEHRDAD of the second part, Witnesseth: That the said party of the first part, for and in consideration of the premises, has granted, bargained and sold unto the said party of the second part, his heirs and assigns, forever, the tract or parcel of land mentioned in said certificate, situate in the County of BOONE, and State of

Boone County, Missouri Unofficial Document

Missouri, and described as follows, namely: 136
12-204-10-03-001. SHARIDAN HILLS ED BLK 1, LOT 28, BOONE COUNTY MO. 10-48-12

To have and to hold the said last mentioned tract or parcel of land, with the appurtenances thereto belonging, to the said party of the second part, his heirs and assigns forever, in as full and ample a manner as the Collector of said county is empowered by law to sell same.

In Testimony Whereof, the said RAYMOND W. EASLEY, Collector of said county of

Boone, has hereunto set his hand, and affixed his official seal, the day and year last above written.

Witness: Wanda S. Noren P.K.A.
Wanda S. Noren
County Clerk Boone County.

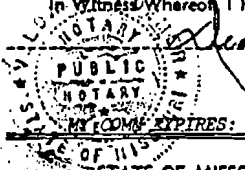
Raymond W. Easley
RAYMOND W. EASLEY
Collector of Boone



STATE OF MISSOURI, Boone County, ss.

Before me, the undersigned, NOTARY PUBLIC, in and for said county, this day, personally came the above named, RAYMOND W. EASLEY, Collector of said county, and acknowledged that he executed the foregoing deed for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and seal, this 7th day of December, 1993.

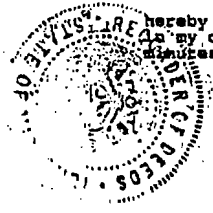


Velda V. Roemer (L.S.)
VELDA V. ROEMER

STATE OF MISSOURI, 1

STATE OF MISSOURI }
COUNTY OF BOONE } SS.

Document No. 787



I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 11th day of January, 1994 at 8 o'clock and 38:48 minutes AM and is truly recorded in Book 1052 Page 135.

Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS

by Bill Calhoun deputy

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

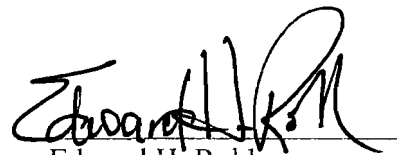
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Adopt-a-Road Application for Olivet Road - Adopted in Memory of Fred Barnes.

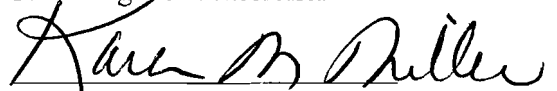
Done this 28th day of July, 2011.

ATTEST:

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



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner

Boone County Public Works
Adopt-A-Road Information Sheet

Road Name: Olivet Road Agreement Renewal Date: 07/03/11
Starting Point: Intersection with State Route WW Ending Point: Intersection with New Haven Road

Organization Name: In Memory of Fred Barnes
(As it appears on the Adopt-A-Road Sign, if requested)

Contact Person: Kristina Conrad Title: _____

Address: 5201 Rabbit Run
~~7050 E New Haven Road~~ City/State Columbia, MO Zip: 65201

Phone #1: 573-443-443 Phone #2: 573 999 7670 Email Address: conradk@missouri.edu
#1: 8625 0097 #2: None Fax: None

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

Alternate Contact Person: _____ Title: _____

Address: _____ City/State _____ Zip: _____

Phone #1: _____ Phone #2: _____ Fax: _____ Email Address: _____

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

Please follow these guidelines at all times:

DO

- Wear a safety vest
- Be aware of oncoming traffic
- Be cautious when crossing roadways
- Stay clear of construction projects, mowing operations and maintenance activities
- Work only during daylight hours
- Have at least one adult supervisor for every 5 participants age 13 to 17 and one adult supervisor for every 4 participants age 6 to 12. Children under age 6 may not participate.

DO NOT

- Work during bad weather, extreme temperatures and peak travel times
- Participate in horseplay or activity that might distract drivers
- Pick up, remove the lid from, shake or even touch any hazardous substances, like syringes or drug-making equipment, or any other suspicious litter. Instead, mark the area in some way and call the Department of Public Works or Boone County Sheriff.
- Trespass on private property.

Kristina Conrad 07/03/11
Signature (Contact Person) Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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

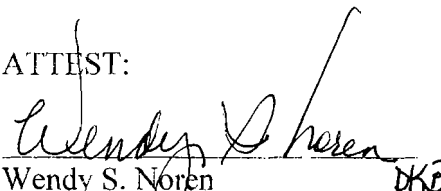
Now on this day the County Commission of the County of Boone does hereby compute the final cost of the sewer improvement project for the Country Squire Sanitary Sewer Neighborhood Improvement District as certified by the Auditor to be \$ 137,066.20.

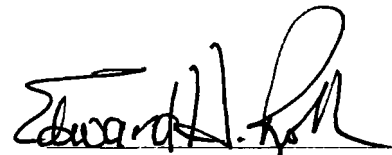
The County Commission does hereby apportion the cost of said project according to the provisions of Section 67.463.2 RSMo and the terms of the petition approved by said Commission in Commission Order 478-2007; as amended by Commission Order 283-2011.

The County Commission further orders special assessments against the properties as described in the attached Exhibit A and orders the Clerk to proceed with the notification and collection of said assessments pursuant to the statutory provisions of Section 67.463 RSMo.

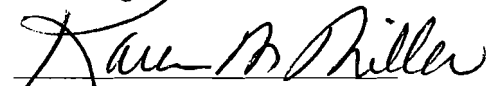
Done this 28th day of July, 2011.

ATTEST:


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



Edward H. Robb
 Presiding Commissioner



Karen M. Miller
 District I Commissioner

ABSENT

Skip Elkin
 District II Commissioner

EXHIBIT A
Country Squire Neighborhood Improvement District Final Assessment Roll

| ID # | TAXPARCEL | LNAME | FNAME | LNAME2 | FNAME2 | ADDRESS | CITY | ST | ZIP | LEGAL DESCRIPTION | FINAL ASSESSMENT |
|------|---------------------|------------|--------------|---------|--------------------|--------------------------|----------|----|-----------|--|------------------|
| 1 | 11-901-26-09-078.00 | Smith | Eugene G | Smith | Yoko | 4230 N Creasy Springs Rd | Columbia | MO | 65202-702 | The South 1/2 of the Southeast 1/4 of Section 26, Township 49, Range 13, except 1/4 acre on the North edge of the Southwest 1/4 of the Southeast 1/4; and except 313 acres, more or less, conveyed to James W Sanderson and wife by Deed recorded in Book 413, page 340 of the Boone County records; and except an 0925 acre tract of land shown by survey recorded in Book 448 at Page 752 of the Boone County Records | \$ 3,807.39 |
| 2 | 11-901-26-09-002.00 | Smith | Eugene G | Smith | Yoko | 4230 N Creasy Springs Rd | Columbia | MO | 65202-702 | Lot 2 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri | \$ 7,614.78 |
| 3 | 11-901-26-09-003.00 | Smith | Eugene G | Smith | Yoko | 4230 N Creasy Springs Rd | Columbia | MO | 65202-702 | Lot 3 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri | \$ 7,614.78 |
| 4 | 11-901-26-09-004.00 | Smith | Eugene G | Smith | Yoko | 4230 N Creasy Springs Rd | Columbia | MO | 65202-702 | Lot 4 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri | \$ 7,614.78 |
| 5 | 11-901-26-09-005.00 | Smith | Eugene G | Smith | Yoko | 4230 N Creasy Springs Rd | Columbia | MO | 65202-702 | Lot 5 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri | \$ 7,614.78 |
| 6 | 11-901-26-09-006.00 | Smith | Eugene G | Smith | Yoko | 4230 N Creasy Springs Rd | Columbia | MO | 65202-702 | Lot 6 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri | \$ 7,614.78 |
| 7 | 11-901-26-09-007.00 | Smith | Eugene G | Smith | Yoko | 4230 N Creasy Springs Rd | Columbia | MO | 65202-702 | Lot 7 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri | \$ 7,614.78 |
| 8 | 11-901-26-09-008.00 | Smith | Eugene G | Smith | Yoko | 4230 N Creasy Springs Rd | Columbia | MO | 65202-702 | Lot 8 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri | \$ 7,614.78 |
| 9 | 11-901-26-09-009.00 | Smith | Eugene G | Smith | Yoko | 4230 N Creasy Springs Rd | Columbia | MO | 65202-702 | Lot 9 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri | \$ 7,614.78 |
| 10 | 11-901-26-09-010.00 | Smith | Eugene G | Smith | Yoko | 4230 N Creasy Springs Rd | Columbia | MO | 65202-702 | Lot 10 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri | \$ 3,807.39 |
| 11 | 11-901-26-09-011.00 | Smith | Eugene G | Smith | Yoko | 4230 N Creasy Springs Rd | Columbia | MO | 65202-702 | Lot 11 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri | \$ 7,614.78 |
| 12 | 11-901-26-09-012.00 | Smith | Eugene G | Smith | Yoko | 4230 N Creasy Springs Rd | Columbia | MO | 65202-702 | Lot 12 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri | \$ 7,614.78 |
| 13 | 11-901-26-09-013.00 | Smith | Eugene G | Smith | Yoko | 4230 N Creasy Springs Rd | Columbia | MO | 65202-702 | Lot 13 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri | \$ 7,614.78 |
| 14 | 11-901-26-09-014.00 | Smith | Eugene G | Smith | Yoko | 4230 N Creasy Springs Rd | Columbia | MO | 65202-702 | Lot 14 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri | \$ 7,614.78 |
| 15 | 11-901-26-09-015.00 | Smith | Eugene G | Smith | Yoko | 4230 N Creasy Springs Rd | Columbia | MO | 65202-702 | Lot 15 of Country Squire - Plat 1, as shown by the plat recorded in Plat Book 31, Page 92, records of Boone County, Missouri | \$ 3,807.39 |
| 16 | 11-901-26-09-003.00 | Gibane | Michael Kent | | | 10221 I-70 Drive, NE | Columbia | MO | 65202 | LOT FIVE (5) OF HAWK POINT SUBDIVISION PLAT NO TWO (2) AS SHOWN BY PLAT OF SAID SUBDIVISION THEREOF RECORDED IN PLAT BOOK 23, PAGE 23, BOONE COUNTY RECORDS | \$ 3,807.39 |
| 17 | 11-901-26-09-003.02 | Livingston | Jon K | | | PO Box 7352 | Columbia | MO | 65205 | LOT FOUR (4) OF HAWK POINT SUBDIVISION PLAT NO TWO (2) AS SHOWN BY PLAT OF SAID SUBDIVISION THEREOF RECORDED IN PLAT BOOK 23, PAGE 23, BOONE COUNTY RECORDS | \$ 3,807.39 |
| 18 | 11-901-26-09-003.01 | DeShong | A Jay | DeShong | Lourinda W | 4026 N Creasy Springs Rd | Columbia | MO | 65205-702 | LOT THREE (3) OF HAWK POINT SUBDIVISION PLAT NO TWO (2) AS SHOWN BY PLAT OF SAID SUBDIVISION THEREOF RECORDED IN PLAT BOOK 23, PAGE 23, BOONE COUNTY RECORDS | \$ 3,807.39 |
| 19 | 11-901-26-09-002.00 | Taylor | Steven W | Taylor | Connie S | 4014 N Creasy Springs Rd | Columbia | MO | 65202-702 | LOT TWO (2) OF HAWK POINT SUBDIVISION PLAT NO TWO (2) AS SHOWN BY PLAT OF SAID SUBDIVISION THEREOF RECORDED IN PLAT BOOK 23, PAGE 23, BOONE COUNTY RECORDS | \$ 3,807.39 |
| 20 | 11-901-26-09-001.00 | McVay | Matthew D | McVay | Dennis L & Karen J | 4010 N Creasy Springs Rd | Columbia | MO | 65202 | LOT ONE (1) OF HAWK POINT SUBDIVISION PLAT NO TWO (2) AS SHOWN BY PLAT OF SAID SUBDIVISION THEREOF RECORDED IN PLAT BOOK 23, PAGE 23, BOONE COUNTY RECORDS | \$ 3,807.39 |
| 21 | 11-903-35-00-002.00 | Smith | Lance S | | | 3950 N Creasy Springs Rd | Columbia | MO | 65202 | A tract of land located in the Northeast quarter (NE 1/4) of Section 35, Township 49 North, Range 13 West, Boone County, Missouri, described as follows: Beginning at the Southwest corner of the Southwest quarter (SW 1/4) of Section 26, Township 49 North, Range 13 West, thence South 77 feet to the point of beginning, thence South 430 feet, thence East 210 feet, thence North 430 feet, thence West 210 feet to the point of beginning, Block 1, located in the Southeast Quarter (SE 1/4) of Section 26, Township 49 North, Range 13 West and in the Northeast Quarter (NE 1/4) of Section 35, Township 49 North, Range 13 West as shown by the plat recorded in Plat Book 12, Page 37, Records of Boone County Missouri, and a tract of land located in the Northeast Quarter NE 1/4 of Section 35, Township 49 North, Range 13 West, Boone County, Missouri, said tract being part of Lot 2, Pine Hill Estates, Lot Three (3) of Pine Hill Estates, Block 1, as shown by the plat recorded in Plat Book 12, Page 37, Records of Boone County Missouri and Lot Two (2) of Pine Hill Estates, Block 1 as shown by the Plat recorded in Plat Book 12, Page 37, Records of Boone County, Missouri, (except that part conveyed to Don Carey and Twilla Carey by quit claim deed recorded in Book 988, Page 162, Records of Boone County, Missouri) | \$ 3,807.39 |
| 22 | 11-903-35-01-007.00 | Carey | Twilla Lynn | | | 708 W Sanderson Ln | Columbia | MO | 65202-923 | Lot Three (3) of Pine Hill Estates, Block 1, as shown by the plat recorded in Plat Book 12, Page 37, Records of Boone County Missouri and Lot Two (2) of Pine Hill Estates, Block 1 as shown by the Plat recorded in Plat Book 12, Page 37, Records of Boone County, Missouri, (except that part conveyed to Don Carey and Twilla Carey by quit claim deed recorded in Book 988, Page 162, Records of Boone County, Missouri) | \$ 3,807.39 |
| 23 | 11-903-35-01-006.00 | Certain | Elmo L | | | 685 W Sanderson Ln | Columbia | MO | 65202 | Lot Four (4) of Pine Hill Estates, Block One (1), as shown by the plat recorded in Plat Book 12, Page 37, Records of Boone County Missouri | \$ 3,807.39 |
| 24 | 11-903-35-01-004.00 | Schone | Bruce | | | 642 W Sanderson Ln | Columbia | MO | 65202 | Lot Four (4) of Pine Hill Estates, Block One (1), as shown by the plat recorded in Plat Book 12, Page 37, Records of Boone County Missouri | \$ 3,807.39 |

Memorandum

Date: July 28th, 2011

To: Edward H. Robb, Presiding Commissioner
Karen Miller, District I
Skip Elkin, District II

From: Andy Lister, NID Coordinator *AM*

Subject: Country Squire Sanitary Sewer NID Order of Assessment

Final costs have been tabulated and certified by the Boone County Auditor. The Certified Project Cost is \$ 137,066.20. (attached)

The Petition Estimate was \$ 229,400.00 or \$ 6,200.00 per share (37 shares).

Actual Costs = \$ 137,066.20 or \$ 3,807.39 per share (36 shares).

If the Commission concurs with the Certified Cost, a motion should be made as shown on the attached Order.

**BOONE COUNTY AUDITOR
MEMORANDUM**

Room 304
801 E. Walnut
Columbia, MO 65201

Phone (573) 886-4276
Fax Phone (573) 886-4280

TO: Andy Lister, NID Coordinator, Boone County Regional Sewer Dist.
FROM: Caryn Ginter, Accountant
DATE: July 27, 2011
RE: Final cost certification for Country Squire Sanitary Sewer NID

Please accept this as final certification of the costs for the Country Squire Sanitary Sewer NID. The original petition cost estimate was \$229,400 with a statutory maximum (125%) not to exceed amount of \$286,750.

Final Certified Costs **\$137,066.20**

Attached is a copy of the spreadsheet that contains the cost and revenue data for this NID. Please call if you have any questions.

Attachment

cc:

June Pitchford, Boone County Auditor
Patricia Lensmeyer, Boone County Collector
Nicole Galloway, Boone County Treasurer
Tom Ratermann, General Manager, Boone County Regional Sewer Dist.
Brian McCollum, Accountant, Collector's Office
Jason Gibson, Accountant, Auditor's Office

Certified Cost for Country Squire Sanitary Sewer NID

| Category | Description | Cost |
|------------------------------|--|-----------------------|
| Printing | Cost of printing bid documents | \$ 90.56 |
| Construction | This includes design and construction costs. | \$ 184,472.48 |
| Other Services | Easement Acquisition | \$ 165.00 |
| | Recording fees associated with debt issuances | \$ 1,728.00 |
| Administrative Services | NID Coordinator and County administrative fees | \$ 7,764.38 |
| Interest Expense | Interest on loans during construction | \$ 883.34 |
| Public Notices | Published notices of hearings and bids | \$ 687.94 |
| Debt Issuance Costs | Costs associated with issuance of DNR loan and County loan for non-eligible expenses. Includes the following: bond counsel fees, underwriter fees, paying agent fees, state auditor fee, bond cusip fees | \$ 18,854.42 |
| Collector's Commission | Statutory required fee - 1% | \$ 1,370.66 |
| | | <u>\$ 216,016.78</u> |
| Less: | | |
| Interest Earned | Interest earned on loan proceeds during construction | \$ (130.44) |
| Grant Proceeds | | <u>\$ (78,820.14)</u> |
| Total Certified Costs | | \$ 137,066.20 |

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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

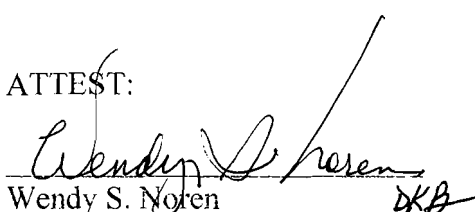
Now on this day the County Commission of the County of Boone does hereby compute the final cost of the sewer improvement project for the Brown Station Sanitary Sewer Neighborhood Improvement District as certified by the Auditor to be \$ 103,927.22.

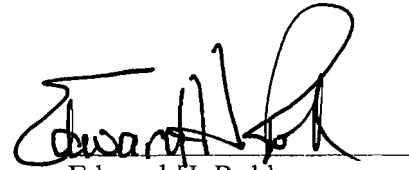
The County Commission does hereby apportion the cost of said project according to the provisions of Section 67.463.2 RSMo and the terms of the petition approved by said Commission in Commission Order 46-2010; as amended by Commission Order 284-2011.

The County Commission further orders special assessments against the properties as described in the attached Exhibit A and orders the Clerk to proceed with the notification and collection of said assessments pursuant to the statutory provisions of Section 67.463 RSMo.

Done this 28th day of July, 2011.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Edward H. Robb
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

EXHIBIT A
Brown Station Neighborhood Improvement District Final Assessment Roll

| ID # | TAXPARCEL | LNAME | FNAME | LNAME2 | FNAME2 | ADDRESS | CITY | ST | ZIP | LEGAL DESCRIPTION | FINAL ASSESSMENT |
|------|---------------------|--|-----------|----------------|------------|-------------------------|--------------|----|------------|---|------------------|
| 1 | 12-204-10-04-004.00 | Biggerstaff | Raymond M | Biggerstaff | Cheryl A | 8650 N Brown Station Dr | Columbia | MO | 65202-9341 | Tract two (2) of the survey made by D. E. Hill and recorded February 18, 1958 in book 289, page 138, deed records of Boone County, Missouri, said survey being located in the northwest quarter (nw 1/4) of the northwest (nw 1/4) of section ten (10), township forty-nine (49) north, range twelve (12) west, of the fifth (5th) principal meridian, in boone county, Missouri, and being located in lots nine (9), ten (10), eleven (11) and part of twelve (12) in the village of brown's station, Missouri. | \$ 17,321.20 |
| 2 | 12-204-10-04-005.00 | Lorton | Larry | Lorton | Sharon | 8640 N Brown Station Dr | Columbia | MO | 65202-9341 | Lot Eight (8) of BROWN'S STATION, being part of the Northwest Quarter (NW 1/4) of Section Ten (10), Township Forty-nine (49), Range (12), in Boone County, Missouri | \$ 17,321.20 |
| 3 | 12-204-10-04-013.00 | Maria L Evans Revocable Trust dated 12/10/02 | Maria L | Evans, Trustee | Maria L | 12776 Suncrest Way | Greentop Way | MO | 63546-2140 | A part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Ten (10), Township Forty-nine (49), Range Twelve (12), Boone county, Missouri, as described by a Survey recorded in Book 501, page 891, Deed Records of Boone County, Missouri, containing 0.91 acres, more or less. | \$ 17,321.20 |
| 4 | 12-204-10-04-011.00 | Nichols Jr | William D | Nichols | Cheryl Kay | 8611 N Brown Station Dr | Columbia | MO | 65202-7364 | PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TEN (10), TOWNSHIP FORTY-NINE (49), RANGE TWELVE (12) IN BOONE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A STONE SET NORTH 16 DEGREES WEST 5.86 CHAINS FROM THE SOUTHEAST CORNER OF SURVEY NO. 2890; THENCE SOUTH 80 DEGREES WEST 4.10 CHAINS TO A STONE; THENCE NORTH 16 DEGREES WEST 2.53 CHAINS TO A STONE; THENCE NORTH 80 DEGREES EAST 4.10 CHAINS TO A STONE; THENCE SOUTH 16 DEGREES EAST 2.53 CHAINS TO THE POINT OF BEGINNING. | \$ 17,321.20 |
| 5 | 12-204-10-04-019.00 | Powell | Robert H | Powell | Donis M | 8680 N Brown Station Rd | Columbia | MO | 65202-7344 | Lot Eighteen (18) and that part of Lot Nineteen (19) that lies South of the road leading to the Baptist Church, all in Brown Station, Missouri and being a part of the Northwest Quarter of Section Ten (10), Township Forty-nine (49) Range Twelve (12). Excepting therefrom that part thereof conveyed to the State of Missouri for Highway B by deed recorded in Road Book 2, Page 426 of Boone County Records. | \$ 17,321.20 |
| 6 | 12-204-10-04-003.00 | Trimble | Jessica L | Trimble | John | 8670 N Brown Station Rd | Columbia | MO | 65202 | Tract One (1) of the survey made by D.E. Hill and recorded February 18, 1958 in Book 289, Page 138, Deed Records of Boone County, Missouri, said survey being located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Ten (10), Township Forty-nine (49) north, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri, being located in Lots Nine (9), Ten (10), Eleven (11) and part of Twelve (12) in the Village of Brown's Station, Boone County, Missouri. | \$ 17,321.20 |

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby award bid 34-14JUL11 – Fog Seal Treatment to Missouri Petroleum. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 28th day of July, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: July 9, 2011
RE: 34-147JUL11 – Fog Seal Treatment

The Bid for Fog Seal closed on July 07, 2011. One bid was received. Purchasing and the Resource Management department recommend award to Missouri Petroleum for offering the lowest and best bid for Boone County.

The Total cost for this project will be the original bid amount of \$ 48,486.46. Invoices from this contract will be paid from department 2041 – Pavement Preservation, account 71100 – Outside Services. The engineer's estimated amount was \$59,106.00.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Dan Haid
Bid File

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Dan Haid

FROM: Tyson Boldan
Buyer

DATE: July 7, 2011

RE: **Bid Award Recommendation – # 34-14JUL11 – Fog Seal Treatment**

Attached is the bid tabulation for the response received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 2041

Account Number: 71100

Budgeted: \$ 59,106.00 *Engineer's Estimate*

Award Amount: \$ 48,486.46

Contingency Amount: \$ 2,424.32 (5%)

Total (contract award + contingency): \$ 50,910.78

Award Bid by low bid to Missouri Petroleum.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: _____

Derin Campbell
Stan Sawyer
DERIN CAMPBELL

Date: 7/8/11

34-14JUL11 - Fog Seal Treatments

BID TABULATION

ENGINEER'S ESTIMATE

Missouri Petroleum

| Description | Unit | Qty. | ENGINEER'S ESTIMATE | | Missouri Petroleum | |
|---|------|----------|---------------------|--------------------|--------------------|--------------------|
| | | | Unit Price | Total | Unit Price | Total |
| MOBILIZATION | LS | 1.00 | \$5,000.00 | \$5,000.00 | \$2,600.00 | \$2,600.00 |
| TRAFFIC CONTROL | LS | 1.00 | \$5,000.00 | \$5,000.00 | \$1,200.00 | \$1,200.00 |
| SWEEPING | SY | 49106.00 | \$0.10 | \$4,910.60 | \$0.08 | \$3,928.48 |
| FOG SEAL TREATMENT (GSB-88 OR APPROVED EQUAL) | SY | 49106.00 | \$0.90 | \$44,195.40 | \$0.83 | \$40,757.98 |
| Bid Total | | | | \$59,106.00 | | \$48,486.46 |
| Bid Response | | | | | | Yes |
| Work Authorization Certification | | | | | | Yes |
| Statement of Bidders Qualifications | | | | | | Yes |
| Anti-Collusion Statement | | | | | | Yes |
| Bid Bond | | | | | | Yes |
| Signature and Identity of Bidder | | | | | | Yes |
| Bidders Acknowledgment | | | | | | Yes |

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Missouri Petroleum**, (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 08-34-14JUL11 – Fog Seal Treatment
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is the **Bid Total in the amount of \$48,486.46.**

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

Notice to Bidders
Bid Form
Instructions to Bidders
Bid Response
Work Authorization Certification
Statement of Bidders Qualifications
Anti-Collusion Statement
Signature and Identity of Bidder
Bidders Acknowledgment
Insurance Requirements
Contract Conditions
Sample Contract Agreement
*Sample Performance Bond
*Sample Labor & Material Payment Bond, which shall be completed and returned to the County within 15 days of the date of this Contract
Affidavit—OSHA Requirements
Affidavit---Prevailing Wage
General Specifications
Technical Specifications
Special Provisions
State Wage Rates-
Boone County Standard Terms and Conditions
Project Plans and/or Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for

services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount: **\$48,486.46**

Forty Eight Thousand Four Hundred Eighty Six Dollars and Forty Six Cents (\$48,486.46)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on

7/28/2011 at Columbia, Missouri.
(Date)

CONTRACTOR:

MISSOURI PETROLEUM

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]
Authorized Representative Signature

By: [Signature]
Edward H. Robb, Presiding Commissioner

By: _____
Authorized Representative Printed Name
Title: Greg McMurtrey, President

Approved as to Legal Form:
[Signature]
CJ Dykhouse
Boone County Counselor

ATTEST:
[Signature]
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

[Signature] 7/25/11 2041/71100 - \$48,486.46
Signature Date Appropriation Account

BID FORM

Fog Seal Treatments 2011 Pavement Preservation

| Description | Unit | Qty. | Unit Price | Total |
|---|------|--------|------------|---------------------|
| Mobilization | LS | 1 | \$2,600.00 | \$2,600.00 |
| Traffic Control | LS | 1 | \$1,200.00 | \$1,200.00 |
| Sweeping | SY | 49,106 | \$.08 | \$3,928.48 |
| Fog Seal Treatment (GSB-88 or approved equal) | SY | 49,106 | \$.83 | \$40,757.98 |
| Bid Total | | | | \$ 48,486.46 |

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

n/a

COMPANY NAME: Missouri Petroleum Products Company LLC

ADDRESS: 1620 Woodson Road

CITY, STATE, ZIP St. Louis, MO 63114

PHONE NUMBER: (314) 991-2180

AUTHORIZED REPRESENTATIVE: Greg McMurtrey

TITLE: President

SIGNATURE: 

List all Sub-Contractors planned to be utilized on this project.

No subcontractors will be used on this project

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Fog Seal Treatments, 2011 Pavement Preservation

Project No.: 34-14JUL11

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: Missouri Petroleum Products Company LLC

By: _____
(Signature)

Greg McMurtrey
(Print or Type Name)

Title: President

Address: 1620 Woodson Road

City, State, Zip: St. Louis, MO 63114

Phone: (314) 991-2180

Fax: (314) 991-4037

Date: 7-7-11

WORK AUTHORIZATION CERTIFICATION – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification form attached on the next page. Proof of enrollment must be included. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.

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

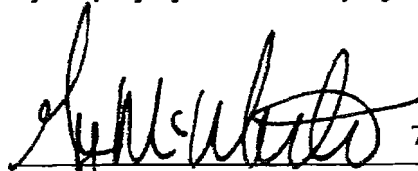
County of St. Louis)
State of Missouri)ss
)

My name is Greg McMurtrey

I am an authorized agent of Missouri Petroleum Products Company LLC (Bidder).

This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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


7-7-11
Affiant Date

Greg McMurtrey

Printed Name

Subscribed and sworn to before me this 7th day of July, 2011.


Notary Public



LAURA L. LENTZ
My Commission Expires
August 27, 2011
St. Louis County
Commission #07220962

Company ID Number: 188670

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Missouri Petroleum Products Company LLC

Michael Drury

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/09/2009

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 188670

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Missouri Petroleum Products Company LLC

Company Facility Address: 1620 Woodson Road

Saint Louis, MO 63114

Company Alternate
Address:

County or Parish: SAINT LOUIS

Employer Identification
Number: 431845744

North American Industry
Classification Systems
Code: 238

Parent Company: _____

Number of Employees: 100 to 499

Number of Sites Verified
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 188670

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Kathy M Jasmund
Telephone Number: (314) 991 - 2180 ext. 235235
E-mail Address: kjasmund@lionmark.com
Fax Number: (314) 991 - 1553

Name: Michael E Drury
Telephone Number: (314) 991 - 2180 ext. 214
E-mail Address: mike.drury@lionmark.com
Fax Number: (314) 991 - 1553

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: Missouri Petroleum Products Company LLC
2. Business Address: 1620 Woodson Road
St. Louis, MO 63114
3. When Organized: 1950
4. When Incorporated: 1980
5. If not incorporated, state type of business and provide your federal tax identification number:
6. Number of years engaged in contracting business under present firm name:
79 years
7. If you have done business under a different name, please give name and location:
n/a
8. Percent of work done by own staff: 100
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: no
10. Have you ever defaulted on a contract? no
11. List of contracts completed within the last four years, including value of each: See attached
12. List of projects currently in progress: no fogseal currently being performed

* Attach additional sheets as necessary *

REFERENCES:

2010 Chipseal Jobs Completed

| <u>Site</u> | <u>Address</u> | <u>Representative</u> | <u>Size</u> |
|------------------------|---|---------------------------------|-------------|
| Cape Girardeau County | #1 Barton Square Jackson, MO 63755 | Donna Oldham 573-243-1052 | 128,061 |
| City of Sturgeon | 303 Station Drive Sturgeon, MO 65284 | Gary Lear 573-687-3321 | 12,370 |
| City of Webster Groves | 4 E. Lockwood Webster Groves, MO 63119 | Paul Verheyen (314) 963-5315 | 183,000 |

REFERENCES:

2008 Chipseal Jobs Completed

| <u>Site</u> | <u>Address</u> | <u>Representative</u> | <u>Size</u> |
|------------------------------------|---|--------------------------------|-------------|
| St. Louis County | St. Louis County Division | John Hand | 462,676 |
| Boone County Various Streets | Boone County, MO 601 E. Walnut Columbia, MO 65201 | John Watkins (573) 449-8515 | 375,739 |
| Webster Groves Various Streets | City of Webster Groves 4 E. Lockwood Webster Groves, MO 63119 | Dennis Wells (314) 963-5315 | 170,000 |
| Franklin County Various Streets | Franklin County, MO 400 East Locust Street Union, MO 63094 | Rich Wilson (636) 583-6361 | 454,190 |

REFERENCES:**2007 Chipseal Jobs Completed**

| <u>Site</u> | <u>Address</u> | <u>Representative</u> | <u>Size</u> |
|---|---|--------------------------------|-------------------|
| St. Louis County Arterial & County Roads Proj. AR/CR 1162 | St. Louis County Division of Highways 121 S. Meramec St. Louis, MO 63105 | John Hand (314) 615-1113 | 751,396 |
| City of Arnold City Streets | City of Arnold 2912 Arnold Tenbrook Road Arnold, MO 63010 | Dan Allen (636) 282-2386 | 48,377 |
| Boone County Various Streets | Boone County, MO 601 E. Walnut Columbia, MO 65201 | John Watkins (573) 449-8515 | 443,195 |
| Webster Groves Various Streets | City of Webster Groves 4 E. Lockwood Webster Groves, MO 63119 | Dennis Wells (314) 963-5315 | 67,400 |
| St. Charles County Various Streets | St. Charles County 210 N. Second St. Suite 429 St. Charles, MO 63301 | Rich Pieper (636) 949-7305 | 96,448 |
| Franklin County Various Streets | Franklin County, MO 400 East Locust Street Union, MO 63094 | Rich Wilson (636) 583-6361 | 270,583 Double |

REFERENCES:**2006 Chipseal Jobs Completed**

| <u>Site</u> | <u>Address</u> | <u>Representative</u> | <u>Size</u> |
|---|---|-----------------------------------|-------------|
| St. Louis County Arterial & County Roads Proj. AR/CR 1146 | St. Louis County Division of Highways 121 S. Meramec St. Louis, MO 63105 | John Hand (314) 615-1113 | 598,945 |
| Lake Sherwood Estates Subdivision Streets | Lake Sherwood Estates PO Box 1085 Lake Sherwood, MO 63357 | George Schmidt (636) 828-5030 | 63,188 |
| City of Arnold City Streets | City of Arnold 2912 Arnold Tenbrook Road Arnold, MO 63010 | Dan Allen (636) 282-2386 | 40,859 |
| St. Charles County Various Streets | St. Charles County 201 N. Second Street St, Charles, MO 63301 | Rich Pieper (636) 949-7305 | 68,992 |
| Webster Groves Various Streets | City of Webster Groves 4 E. Lockwood Webster Groves, MO 63119 | Dennis Wells (314) 963-5315 | 137,800 |
| City of St. Louis Various Streets | City of St. Louis 1900 Hampton St. Louis, MO 63139 | Todd Waelterman (314) 647-3111 | 409,000 |
| City of Union Various Streets | City of Union 500 E. Locust Union, MO 63084 | Jonathon Zimmerman | 44,105 |

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF St. Louis

Greg McMurtrey, being first duly sworn, deposes and says that he is President
(Title of Person Signing)

of Missouri Petroleum Products Company LLC
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]
By _____
By _____

Sworn to before me this 7th day of July, 2011
Laura L. Lentz
Notary Public

My Commission Expires 8-27-2011



LAURA L. LENTZ
My Commission Expires
August 27, 2011
St. Louis County
Commission #07220962

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

sole individual partnership joint venture
 corporation, incorporated under laws of the state of Missouri

Dated July 7, 20 11

Name of individual, all partners, or joint venturers:

Address of each:

n/a

doing business under the name of:

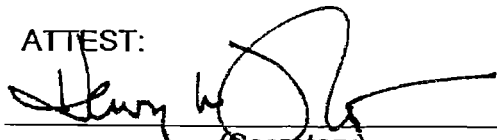
Address of principal place of business in Missouri:

(If using a fictitious name, show this name above in addition to legal names.)

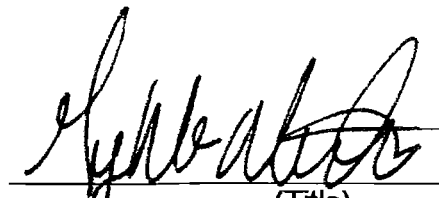
Missouri Petroleum Products
Company LLC

(If a corporation - show its name above)

ATTEST:



 (Secretary)



 (Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of St. Louis

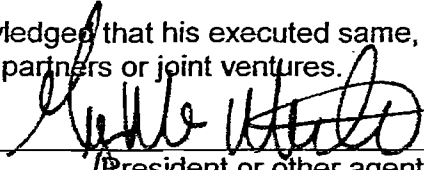
On this 7th day of July, 20 11

before me appeared Greg McMurtrey to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

~~(if a sole individual)~~ acknowledged that he executed the same as his free act and deed.

~~(if a partnership or joint venture)~~ acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

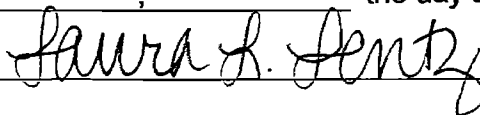
(if a corporation) that he is the


President or other agent

of Missouri Petroleum Products Co; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Overland, MO the day and year first above written.

(SEAL)



Notary Public

My Commission expires

August 27, 20 11.



LAURA L. LENTZ
My Commission Expires
August 27, 2011
St. Louis County
Commission #07220962

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Missouri Petroleum Products Company LLC

1620 Woodson Road, St. Louis, MO 63114

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto Boone County

801 E. Walnut, Columbia, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2011 Pavement Preservation, Project No. 34-14JUL11

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of July, 2011

[Signature] (Witness)

Missouri Petroleum Products Company LLC (Principal) (Seal)

By: [Signature] (Title)

[Signature] (Witness)



Liberty Mutual Insurance Company (Surety) (Seal)

By: [Signature] (Title)

Debra J. Scarborough Attorney-in-fact Surety Phone No. 617-357-9500

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DAVID M. LOCKTON, PATRICK T. PRIBYL, MELISSA D. EVANS, DEBRA J. SCARBOROUGH, MARY T. FLANIGAN, CHRISTY M. MCCART, CLAUDIA MANDATO, RONALD J. LOCKTON, JEFFREY C. CAREY, KATHY L. FAGAN, CHARLES R. TETER, III, MARK DUGGAN, NANCY A. CLOVER, LAURA M. MURREN, EVAN D. SIZEMORE, CHARISSA D. LECUYER, KATHLEEN M. COEN, ALL OF THE CITY OF KANSAS CITY, STATE OF MISSOURI, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWO HUNDRED MILLION AND 00/100 DOLLARS (\$ 200,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 16th day of May 2011.



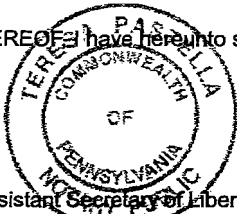
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of May 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

JUL 07 2011

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this ___ day of ___



By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

currency rate, interest rate or residual value guarantees.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Missouri Petroleum Products Company LLC, 1620 Woodson Road, St. Louis, MO 63114

As Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116 (617) 357-9500

a Corporation, organized under the laws of the State of Massachusetts

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Forty Eight Thousand Four Hundred Eighty Six and 46/100 (\$48,486.46) Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

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

**BID NUMBER 34-14JUL11 – Fog Scal Treatment
BOONE COUNTY, MISSOURI**

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

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

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the

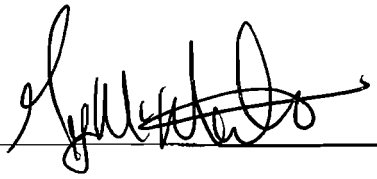
Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

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

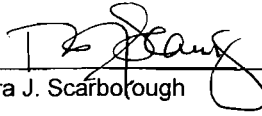
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

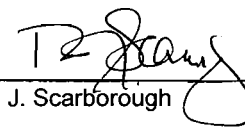
IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at St. Louis, Missouri / Kansas City, Missouri, on this _____ day of _____, 20__.

Missouri Petroleum Products Company LLC
(Contractor)

(SEAL)
BY:  _____

Liberty Mutual Insurance Company
(Surety Company)

(SEAL)
BY:  _____
Debra J. Scarborough (Attorney-In-Fact)

BY:  _____
Debra J. Scarborough (Missouri Representative)

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

Surety Contact Name: Brian Gunsallus
Phone Number: (913) 319-7014
Address: 8700 Indian Creek Parkway, Suite 350
Overland Park, KS 66210

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DAVID M. LOCKTON, PATRICK T. PRIBYL, MELISSA D. EVANS, DEBRA J. SCARBOROUGH, MARY T. FLANIGAN, CHRISTY M. MCCART, CLAUDIA MANDATO, RONALD J. LOCKTON, JEFFREY C. CAREY, KATHY L. FAGAN, CHARLES R. TETER, III, MARK DUGGAN, NANCY A. CLOVER, LAURA M. MURREN, EVAN D. SIZEMORE, CHARISSA D. LECUYER, KATHLEEN M. COEN, ALL OF THE CITY OF KANSAS CITY, STATE OF MISSOURI, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWO HUNDRED MILLION AND 00/100 DOLLARS (\$ 200,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 16th day of May 2011



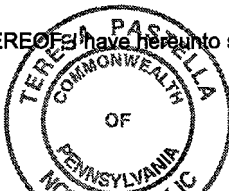
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of May, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

I TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this day of



By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residential value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Missouri Petroleum Products Company LLC, 1620 Woodson Road, St. Louis, MO 63114

as Principal, hereinafter called Contractor, and
Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116 (617) 357-9500

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

Forty Eight Thousand, Four Hundred Eighty Six and 46/100 DOLLARS

(\$ 48,486.46), for the payment whereof Contractor and Surety bind
themselves, their heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____
entered into a contract with Owner for

**BID NUMBER 34-14JUL11 – Fog Seal Treatment
BOONE COUNTY, MISSOURI**

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final

judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at St. Louis, Missouri / Kansas City, Missouri on this _____ day of _____ 20_____.

CONTRACTOR Missouri Petroleum Products Company LLC (SEAL)

BY: _____

SURETY COMPANY Liberty Mutual Insurance Company

BY: _____

(Attorney-In-Fact) Debra J. Scarborough

BY: _____

(Missouri Representative) Debra J. Scarborough

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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DAVID M. LOCKTON, PATRICK T. PRIBYL, MELISSA D. EVANS, DEBRA J. SCARBOROUGH, MARY T. FLANIGAN, CHRISTY M. MCCART, CLAUDIA MANDATO, RONALD J. LOCKTON, JEFFREY C. CAREY, KATHY L. FAGAN, CHARLES R. TETER, III, MARK DUGGAN, NANCY A. CLOVER, LAURA M. MURREN, EVAN D. SIZEMORE, CHARISSA D. LECUYER, KATHLEEN M. COEN, ALL OF THE CITY OF KANSAS CITY, STATE OF MISSOURI, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWO HUNDRED MILLION AND 00/100 DOLLARS (\$ 200,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 16th day of May 2011



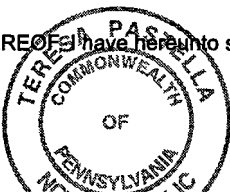
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of May, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

I TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this day of



Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residential value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby enter this Commission Order restating the revised policies on the distribution of property and sales tax revenues to the special road district and the municipalities that are organized and existing in Boone County, Missouri, most recently addressed in Commission Order 249-2011:

WHEREAS, Boone County (hereinafter “the County” or “County”) collects certain property and sales taxes that are dedicated to the improvement and maintenance of roads and bridges; and

WHEREAS, the County collects road sales taxes pursuant to a 2007 voter-approved sales tax levy (10-year authorization of levy) of one half of one percent as authorized under RSMo §67.547; and

WHEREAS, the County collects road property taxes pursuant to a voluntarily-reduced levy under the provisions of RSMo §137.555; and

WHEREAS, the County had previously adopted policies and procedures for the distribution of road taxes (property and sales taxes) to the Centralia Special Road District and the municipalities that are organized and existing within the corporate limits of the County (hereinafter collectively referred to as “the Stakeholder Entities” or “Stakeholder Entities”) that based distributions from sales tax revenue on assessed valuation; and

WHEREAS, the County’s prior policies and procedures provided for a distribution of funds to the Stakeholder Entities that did not consider, among other things, the actual sales tax revenue collections; and

WHEREAS, these prior policies and procedures lead to distributions that were unsustainable; and

WHEREAS, the County Commission has studied the issues and convened several meetings to discuss the situation with the Stakeholder Entities, and

WHEREAS, the County desires to promulgate a new set of policies and procedures that takes into consideration the primary funding source for such distributions – actual collections from the road and bridge sales tax levy – which will replace any and all existing road tax distribution polices and procedures; and

WHEREAS, it is anticipated that these policies and procedures will be implemented with the individual Stakeholder Entities through one or more Intergovernmental Cooperative Agreements between the County and the Stakeholder Entities;

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

NOW, THEREFORE, the County Commission of the County of Boone hereby enacts this Order revising and restating its policies relating to the distribution of sales and property taxes dedicated to the maintenance and improvement of roads and bridges:

1. Stakeholder Entities: The Stakeholder Entities shall consist of all of the municipalities organized and existing in Boone County (as further set out herein) and the Centralia Special Road District. For purposes of these policies, the Stakeholder Entities shall be divided into three groups: Formula Entities, Application Entities and the Centralia Special Road District.
 - a. The following Stakeholder Entities shall be Formula Entities: Ashland, Centralia, Columbia, and Hallsville.
 - i. The Formula Entities shall be further subdivided into the following Groups:
 1. Formula Entities Group A: Ashland, Centralia, Columbia, Hallsville.
 2. Formula Entities Group B: Ashland, Centralia and Hallsville.
 - b. The following Stakeholder Entities shall be Application Entities: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport, and Sturgeon.
 - c. The Centralia Special Road District shall be addressed separately in these policies.
2. Variables and Calculations: Certain variables to be used in the implementation of these policies will be determined as follows:
 - a. The **Road & Bridge Property Tax Levy Ceiling Rate** shall be that rate certified by the Missouri State Auditor as being the maximum permissible levy for Boone County's Road & Bridge tax levy under RSMo §137.555 for the relevant fiscal year.
 - b. The **Actual Road & Bridge Tax Levy Rate** shall be the rate actually levied by the Boone County Commission for its Road & Bridge Property Tax Levy under RSMo §137.555.
 - c. The **Road & Bridge Sales Tax Revenue** shall be the prior fiscal year's actual sales tax revenue collections from the voter-approved Road & Bridge Sales Tax Levy authorized under RSMo §67.547 as determined by the County Auditor.
 - d. The **Assessed Valuation as of December 31** shall be the actual assessed valuation for the relevant political subdivision as of December 31st of the relevant year as certified by the Boone County Clerk.
 - e. The **Total Property Tax Reduction Due to Voluntary Rollback** shall be determined as follows:
 - i. The Net Road & Bridge Property Taxes Distributed shall be divided by the Actual Road & Bridge Tax Levy Rate. That result shall then be multiplied by the applicable Road & Bridge Property Tax Levy Ceiling Rate to determine the **Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback**.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

- ii. The total of the Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback *less the* Net Road & Bridge Property Taxes Distributed is the Total Property Tax Reduction Due to Voluntary Rollback.
 1. The **Net Road & Bridge Property Taxes Distributed** figure shall be determined by the Boone County Collector and shall consist of the net road & bridge property taxes collected from the 1st day of March of the relevant year through the last day of February of the succeeding year (the Collector's Year), allocated as appropriate to the particular Stakeholder Entity whenever necessary to effectuate these policies. The net property taxes collected and distributed shall be determined by the Boone County Collector in accordance with then-applicable state and local law.
 2. The **Total Property Tax Reduction Due to Voluntary Rollback** figure shall be determined by the Boone County Auditor in coordination with the data provided by the Boone County Collector under the above-described formula.
- f. The **Net Additional Sales Tax Revenue** shall be the Road & Bridge Sales Tax Revenue figure *less* the Total Property Tax Reduction Due to Voluntary Rollback figure.
3. Distributions – Net Road & Bridge Property Taxes: The County will, in compliance with state law, distribute the Net Road & Bridge Property Taxes to the Stakeholder Entities consistent with its obligations under RSMo §137.556 (1/4 of property taxes collected based on property assessed within the boundaries of cities, towns and villages) and RSMo §137.555 (4/5 of property taxes collected based on property assessed within the boundaries of the Centralia Special Road District). Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads and bridges within that Stakeholder Entity's corporate boundaries.
4. Distributions – Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback: The County will exceed its obligations under the ballot language authorizing the Road & Bridge Sales Tax Levy under RSMo §67.547, which provides for the reduction of county property taxes levied for road purposes and an increase in the amounts paid from the county road and bridge fund to the cities and the special road district above that amount required by state law, by distributing to the Stakeholder Entities the theoretical loss of property tax revenues due to the voluntary rollback from the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. These Distributions shall be referred to as the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback. Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

5. Distributions – Net Additional Sales Tax Revenue: The distributions of the Net Additional Sales Tax Revenue shall be along the following percentages:
 - a. Retained by County Road & Bridge Fund for County use: 82.25%
 - b. Allocated to Application Entities: 1%
 - c. Allocated to Group A Formula Entities based on Assessed Valuation Percentages: 13%
 - d. Allocated to Group B Formula Entities based on Assessed Valuation Percentages: 2.25%
 - e. Allocated to the Centralia Special Road District: 1.5%
 - f. All of the above distributions shall be used by each Stakeholder Entity only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.
6. Timing of Distributions:
 - a. Distributions of the Net Road & Bridge Property Taxes Distributed and the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback to all Stakeholder Entities except the Centralia Special Road District shall occur one time per year, typically near the beginning of the fourth quarter. Distributions of these funds to the Centralia Special Road District shall be on a schedule determined by the County Commission.
 - b. Distributions from Net Additional Sales Tax Revenue to the Formula Entities, Groups A and B, and to the Centralia Special Road District, shall occur one time per year, typically near the beginning of the fourth quarter.
 - c. Distributions to Application Entities for application-based funding shall be as determined by the terms of the Cooperative Agreement between the County and the Application Entity which relates to an approved application-based project.
7. Consultation on Projects: The County Commission reserves the right to consult with the Stakeholder Entities as to the priority of projects to be funded in whole or in part with Distributions under these policies.
8. Annual Reports: It is contemplated that the Stakeholder Entities will provide report(s) to the County Commission, at least annually, as to the status of projects funded, or contemplated to be funded, in whole or in part, with Distributions under these policies.
9. Economic Development Adjustment:
 - a. The County Commission reserves the ability to determine, on a case by case basis, any adjustments that should be made to Distributions as a result of any economic development activities of the County or any of the Stakeholder Entities. This may be implemented by revising the Road & Bridge Sales Tax Revenue figure, the Assessed Valuation as of December 31 figure, or such other adjustments as may be equitable in the sole judgment and discretion of the County Commission. This reservation is necessary due to any number of unforeseen circumstances, including but not limited to the following, possible scenarios:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

- i. Sales tax revenue, including Road & Bridge Sales Tax Revenue, that the County receives could be significantly reduced as a result of an economic development effort, such as the creation of a Tax Increment Financing District (TIF).
 - ii. The Assessed Valuation of a Stakeholder Entity may be drastically changed beyond normal growth patterns by the implementation of a Chapter 100 incentive package.
 - iii. The Net Road & Bridge Property Taxes Distributed may be significantly reduced by other economic development efforts or by the acquisition of property by a Stakeholder Entity which had a significant assessed value assigned to it.
10. Nonappropriation: Although this policy reflects the intention of the County Commission, the Distributions contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of these policies, the decision whether or not to budget or appropriate funds, or to extend any Agreement based on said policies for any subsequent fiscal year, is solely within the discretion of the then-current governing body of Boone County.
11. Example Spreadsheet: A spreadsheet example showing pro-forma distributions to the Stakeholder Entities, (including a contemplated County Aid Road Trust Funds distribution to the Centralia Special Road District not contemplated in the foregoing policy) and the calculations upon which said distributions are made, is attached hereto as an Exhibit and incorporated herein by reference.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

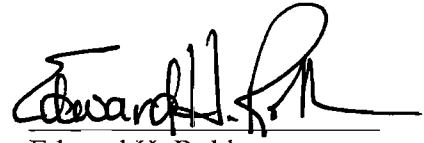
20

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

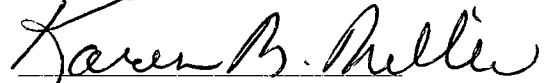
Done this 28th day of July, 2011.

ATTEST:


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



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

EXHIBIT

**SPREADSHEET SHOWING PRO-FORMA DISTRIBUTIONS
BASED UPON 2010 ACTUAL PROPERTY TAX,
ASSESSED VALUATIONS AS OF 12/31/2010, and
2010 ACTUAL SALES TAX REVENUES**

| | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z | |
|----|--|----------------|----------------------|-------------|------------|-----------|--------------------|--------------------|-------------------------|-------------------------|-------------------------|--------------|-----------|----------------------|-----------|---|-----------------|-----------|-----------------|---|---|---|---|------------|---|---|--|
| 1 | Est amount that would be distributed Calendar Year 2011 (based on FY 2010 actuals) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Pro-Forma Distributions using Proposed Formula- based on 2010 Actual Property Tax, Assessed Values at 12/31, and Actual Sales Tax Revenue: | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Tax | R & B Tax Levy | Actual Road & Bridge | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Year | Celling Rate: | Tax Levy Rate: | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 2005 | 0.2601 | 0.0475 | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | 2006 | 0.2601 | 0.0475 | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | 2007 | 0.2601 | 0.0475 | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | 2008 | 0.2601 | 0.0475 | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | 2009 | 0.2632 | 0.0475 | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | 2010 | 0.2649 | 0.0475 | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | | | | | | | | | | | | | | | | FY 2010 R&B Sales Tax Revenue: | 11,579,000.00 | | | | | | | | | | |
| 14 | | | | | | | | | | | | | | | | Less: Total Property Tax Reduction Due to Voluntary Rollback: | (5,064,317.69) | 44% | | | | | | | | | |
| 15 | | | | | | | | | | | | | | | | Net Additional Sales Tax Revenue: | 6,514,682.31 | 56% | | | | | | | | | |
| 16 | | | | | | | | | | | | | | | | 82.25% Retained by County | 5,358,326.20 | | | | | | | | | | |
| 17 | | | | | | | | | | | | | | | | 1.00% Allocated to Application Entities: | 65,146.82 | | | | | | | | | | |
| 18 | | | | | | | | | | | | | | | | 2.25% Allocated to Formula Entities (excl Columbia) - B | 146,580.35 | | | | | | | | | | |
| 19 | | | | | | | | | | | | | | | | 100.00% Allocated to CSRD | 6,514,682.31 | | | | | | | | | | |
| 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23 | Classify | Actual | Actual | Statutory | Sales Tax | 1.00% | 2.25% | | | | | | | | | | | CART & MV | Current Formula | | | | | Difference | | | |
| 24 | for | AV at | AV at | Dist. Due | Needed to | Sales Tax | Sales Tax | Distribution | Distribution | Distribution | Sales Tax | Dist to CSRD | Total | 2010 Actual | | | | | | | | | | | | | |
| 25 | Entity | Formula | 31-Dec | AV% (A) | 31-Dec | AV% (B) | Actual R&B Prop Tx | Prop Tax Roll Back | To Application Entities | To Formula Entities (A) | To Formula Entities (B) | | | Distribution To CSRD | Rev Rpl | Rev Sharing | CART/MV to CSRD | Combined | | | | | | | | | |
| 26 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 27 | Cities, Towns, Villages: | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 28 | Ashland | Formula | 43,280,169 | 2.5% | 43,280,169 | 42.7% | 5,005 | 22,895 | n/a | n/a | 62,563 | n/a | 111,519 | 43,077 | 40,000 | n/a | 83,077 | 28,442 | | | | | | | | | |
| 29 | Centralia | Formula | 43,106,634 | 2.5% | 43,106,634 | 42.5% | 4,755 | 21,747 | n/a | n/a | 62,312 | n/a | 109,785 | 43,463 | 80,000 | n/a | 123,463 | (13,678) | | | | | | | | | |
| 30 | Columbia | Formula | 1,639,395,223 | 94.2% | n/a | n/a | 192,661 | 881,322 | n/a | n/a | n/a | n/a | 1,871,560 | 1,657,715 | 275,000 | n/a | 1,932,715 | (61,155) | | | | | | | | | |
| 31 | Hallsville | Formula | 15,015,439 | 0.9% | 15,015,439 | 14.8% | 1,626 | 7,437 | n/a | n/a | 21,705 | n/a | 38,073 | 14,957 | 35,000 | n/a | 49,957 | (11,883) | | | | | | | | | |
| 32 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 33 | Harrisburg | Application | 2,251,825 | n/a | n/a | n/a | 276 | 1,263 | n/a | n/a | n/a | n/a | 1,539 | 2,217 | 30,000 | n/a | 32,217 | | | | | | | | | | |
| 34 | Hartsburg | Application | 931,866 | n/a | n/a | n/a | 90 | 409 | n/a | n/a | n/a | n/a | 499 | 944 | - | n/a | 944 | | | | | | | | | | |
| 35 | Huntsdale | Application | 143,940 | n/a | n/a | n/a | 16 | 75 | n/a | n/a | n/a | n/a | 92 | 141 | - | n/a | 141 | | | | | | | | | | |
| 36 | McBaine | Application | 108,402 | n/a | n/a | n/a | 4 | 20 | n/a | n/a | n/a | n/a | 24 | 114 | - | n/a | 114 | | | | | | | | | | |
| 37 | Pierpont | Application | 890,864 | n/a | n/a | n/a | 102 | 467 | n/a | n/a | n/a | n/a | 569 | 872 | 10,000 | n/a | 10,872 | (129) | | | | | | | | | |
| 38 | Rocheport | Application | 2,569,293 | n/a | n/a | n/a | 313 | 1,430 | n/a | n/a | n/a | n/a | 1,744 | 2,584 | - | n/a | 2,584 | | | | | | | | | | |
| 39 | Sturgeon | Application | 6,524,595 | n/a | n/a | n/a | 646 | 2,951 | n/a | n/a | n/a | n/a | 3,597 | 6,467 | 20,000 | n/a | 26,467 | | | | | | | | | | |
| 40 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 41 | SubTotal All Cities, Towns, Villages: | | | | | | | 205,495 | 940,018 | 65,147 | 449,294 | 146,580 | n/a | 2,204,149 | 1,772,552 | 490,000 | - | 2,262,552 | (58,403) | | | | | | | | |
| 42 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 43 | Road District | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 44 | CSRD | | 60,967,570 | n/a | n/a | n/a | 22,961 | 105,035 | n/a | n/a | n/a | 77,922 | 303,638 | 190,202 | 60,000 | 77,922 | 328,124 | (24,486) | | | | | | | | | |
| 45 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 46 | Grand Total | | | 100.0% | 100.0% | 228,456 | 1,045,053 | 65,147 | 1,045,053 | 146,580 | 67,720 | 77,922 | 2,507,787 | 1,962,754 | 550,000 | 77,922 | 2,590,676 | (82,889) | | | | | | | | | |
| 47 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 48 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 49 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 50 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 51 | Total AV | 1,815,185,820 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 52 | Less: CSRD | -60,967,570 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 53 | Less: Application Entities | -13,420,785 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 54 | Net AV- Formula Entities | 1,740,797,465 | | 101,402,242 | | | | | | | | | | | | | | | | | | | | | | | |

CSRD received \$39,355 Surtax Distribution in FY 2010 in addition to amounts shown above

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

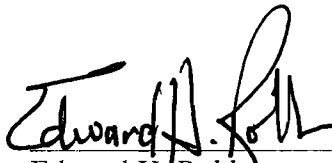
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Boone County Sheriff's Department to utilize \$2,500.00 of savings from 2901, account 92300 to purchase Mobile Data Terminal Docking Stations for patrol cars.

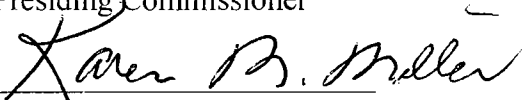
Done this 28th day of July, 2011.

ATTEST:

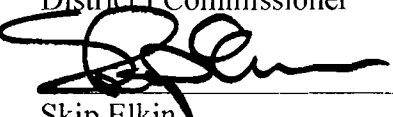
Wendy S. Noren
Clerk of the County Commission



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



BOONE COUNTY SHERIFF'S DEPARTMENT
2121 County Drive, Columbia, MO 65202
573/875-1111 Fax 573/874-8953

MEMORANDUM

DATE: July 28, 2011
TO: Boone County Commission
FROM: Captain Chad Martin
SUBJECT: Permission to use existing funds

The Boone County Sheriff's Department is requesting Commission approval to use approximately \$2,500.00 of savings from Department 2901 Account 92300. We have an immediate need to purchase some replacement Mobile Data Terminal Docking Stations for our patrol cars. There is \$5,111.81 remaining in 2901/92300 after all FY11 purchases have been completed. The savings in this account came about due to a promotion we were able to purchase radios under that saved us several thousand dollars.

The immediate need for these docking stations is due to an increased failure rate. We started installing these items in 2004 and now that they are getting old, they are starting to fail at an alarming rate. These items are older technology and we are not able to repair them.

The Auditor's office has already reviewed this request, confirmed the funds are available and informed me to submit this memo for approval.

Thanks,
Capt. Chad Martin

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term ¹¹ 20

28th

July

11

In the County Commission of said county, on the

day of

20

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

Now on this day the County Commission of the County of Boone does hereby approve the proposal to transfer above mid-point John William Ennenbach, into the position of Corrections Corporal, position # 656 at 106% of Mid-Point.

Done this 28th day of July, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary)

BOONE COUNTY Commission Order 146-2006

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee: John William Ennenbach Department: Sheriff - Corrections

Position Title: Corrections Corporal Position No.: 656

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point: _____

OR Hourly: \$17.42 % of Mid-Point: 106%

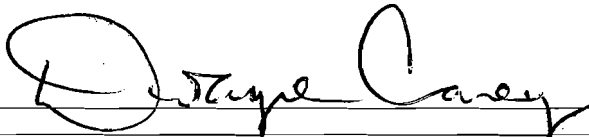
No. of employees in this job classification within your Department? 5

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level). *John has been with our department since April of 2003, when he was hired as a Corrections Officer. John's years of experience with the Corrections department will benefit him in the added responsibility of the Corporal position.*

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: *There are two Corporals who have a lower salary, Dustin Richards who was promoted from a Corrections Support Officer to Corrections Officer then to Corporal, and Tonya Jones who has not been with the department as long.*

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? *This promotion should not affect any other employee.*

Additional comments:

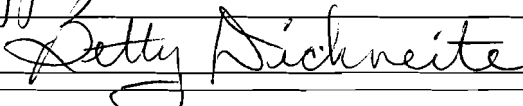
Administrative Authority's Signature:  Date: 7-26-11

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100);
 Budget revision required to provide funding is attached.

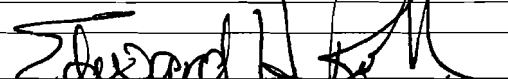
Auditor's Signature: Additional expense covered by savings due to vacancies - JMG Date: 07/27/2011

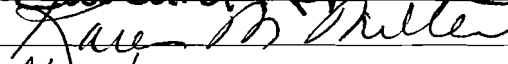
Will require additional budget in future years = \$2,080 plus related payroll taxes + benefits (\$1.00/hr x 2080)

Human Resource Director's Recommendations: Recommend approval.

Human Resource Director's Signature:  Date: 7-28-11

County Commission _____ Approve _____ Deny _____
 Comment(s): _____

Presiding Commissioner's Signature:  Date: _____

District I Commissioner's Signature:  Date: 7/28/11

District II Commissioner's Signature: Absent Date: _____