

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

20th

day of

July

20

17

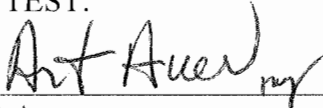
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 79-15DEC15 – Law Enforcement Boots Term & Supply.

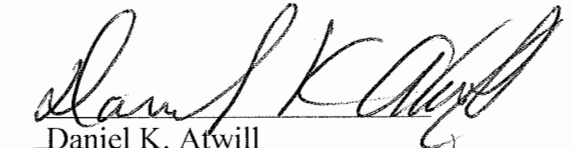
The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 20th day of July, 2017.

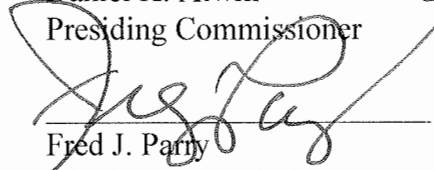
ATTEST:



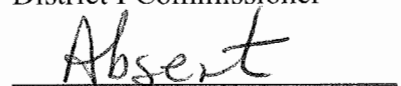
Art Auer
Interim Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Phil Fichter
Buyer



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Phil Fichter
DATE: July 17, 2017
RE: Amendment Number One – 79-15DEC15-Law Enforcement Boots Term & Supply

79-15DEC15-Law Enforcement Boots Term & Supply was approved in commission on April 28, 2016. The attached amendment:

1. Changes the official name and address of vendor.
2. Defines the current pricing of boots with the contractual 3% increase when renewed and identifies substitutions for two discontinued boots.
3. Allows Vendor to offer a percentage discount from catalog pricing for items not specific to this agreement.

This contract will be paid from Department numbers, 1251 – Sheriff, 2901 – Sheriff Operations – LE Sales Tax, 1255-Corrections, 2902 – Corrections LE Sales Tax, and Account 23300-Uniforms.

cc: Bid File

**CONTRACT AMENDMENT NUMBER ONE
AGREEMENT FOR
LAW ENFORCEMENT BOOTS TERM AND SUPPLY**

The Agreement **79-15DEC15** dated April 28, 2016 made by and between Boone County, Missouri and **Alamar Uniforms of Kansas City, LLC**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. The Official Company name and contact address is changed from *Alamar Uniforms of Kansas City, LLC, 207 Armour Rd., North Kansas City, MO 64116* and replaced by *Galls, LLC, 1340 Russell Cave Rd., Lexington, KY 40505*.
2. Pricing shall be as follows for the period January 1, 2017 through December 31, 2017:

VENDOR MUST COME TO DEPARTMENT TO MEASURE OFFICERS.

	Item	Galls, LLC 1 st Renewal, 3% Increase 1/1/2017- 12/31/2017
4.12.1.	Boots: Danner Acadia 8" Men's/Women's waterproof GORE-TEX. Style #21210	\$ <u>221.24</u>
4.12.2.	Boots: Danner 8" Striker Torrent Men's, Style #43003	\$ <u>169.95</u>
4.12.3.	Boots: Magnum Men's Waterproof zipper boot Style #5870 AND Magnum Women's Stealth Non-Zipper style 5151 Magnum Stealth Non-Zipper Boot style 5220	\$ <u>99.60</u>
4.12.4.	Boots: UnderArmour Valsetz RTS Style #1250599	\$ <u>90.64</u>
4.12.5.	Boots: 5.11 A.T.A.C. 8" Waterproof Storm Duty Boot, Men's Style #12026, Women's style: #12217	\$ <u>112.62</u>
4.12.6.	Boots: Original SWAT 8" Waterproof Force Boot, Style 152001	\$ <u>69.89</u>
4.12.7.	Boots: Rocky AlphaForce Waterproof Non-Zipper Style #FQ0002165and Zippered Duty Boot Style 6173	\$ <u>93.73</u>

4.12.8.	Boots: Rocky First Med 8" Carbon Fiber Toe Puncture – Resistant Side – Zip Waterproof Duty Boot, Style #FQ0911113	\$ <u>124.99</u>
4.12.9.	Boots: Bates GX-8 GoreTex Insulated Side Zip Boot, Style #EO2488, Women's Style #E02788 and Men's GX-8 Gore-Tex Insulate Side Zip Boot Style EO2488	\$ <u>117.42</u>
4.12.10	Boots: Bates 8" Utralite, Non-Zipper Sport Boot Style #2261	\$ <u>77.25</u>
4.12.11.	Magnum Response III 8" ST Waterproof Boot Style 5227	\$ <u>81.00</u>

- Will you provide the County with a discount for any catalog items NOT specific to this contract? YES If so, what percentage? 10 %
- Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

Galls, LLC

By: _____

Signature

By: R. Michael Andrews Jr. CFO

Printed Name/ Title

Boone County, Missouri

By: Boone County Commission

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

Art Aver
ART AVER, INTERIM 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 this contract do not create a measurable county obligation at this time.)

1251,2901,1255,2902, Account 23300

[Signature] _____
Signature Date Appropriation Account

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT BOOTS – TERM & SUPPLY**

THIS AGREEMENT dated the 28th day of April 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Alamar Uniforms of Kansas City, L.L.C.**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Law Enforcement Boots Term & Supply**, County of Boone Request for Bid for **Law Enforcement Boots Term & Supply**, bid number **79-15DEC15**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Work Authorization Certification, Certification Regarding Debarment, Standard Terms and Conditions, as well as the Contractor's bid response dated **December 10, 2015** and executed by **Steve Zalkin** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, the Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **date of award and extend through December 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Law Enforcement Boots** as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications, and within **14-30** days after receipt of order. Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight cost. All requested items shall be delivered between the hours of 8:00 a.m. and 4:00 p.m., local time. Monday through Friday, excluding county holidays to the Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.

5. Billing and Payment - All billing shall be invoiced to Boone County Sheriff Department, Attn: Leasa Quick, 2121 County Dr. Columbia, MO 65202. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt. All monthly statements must also have copies of applicable invoices; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as

provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

ALAMAR UNIFORMS OF KANSAS
CITY, L.L.C.

by: [Signature]
title Store Manager
address 207 Armour Road
N. Kansas City, Mo 64116

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Daniel K. Atwell, Presiding Commissioner

APPROVED AS TO FORM:

by: [Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. 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 this contract do not create a measurable county obligation at this time.)

1251, 1255, 2901, 2902 / 23300 Term and Supply

Signature [Signature] Date 04/21/2016 Appropriation Account _____

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual -- Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

4. Response Form

4.1. Company Name: Alanna Uniforms

4.2. Address: 207 Alanna Road

4.3. City/Zip: North Kansas City, MO 64116

4.4. Phone Number: 816-363-6700

4.5. Fax Number: 816-363-6793

4.6. E-Mail Address: ALANNA@AOL.COM

4.7. Federal Tax ID: 47-0833359

402-391-8990
Cell

- 4.7.1. Corporation
- Partnership - Name _____
- Individual Proprietorship - Individual Name _____
- Other (Specify) _____

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand):

 Date: 12-10-15

4.8.2. Print Name and Title of Authorized Representative

Steve Zalkin Date: 12-10-15

4.9. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes No

4.10. Maximum Percentage Increase for 3 % 1st Renewal 3 % 2nd Renewal

4.11. Delivery Days after Receipt of Order: 14-30 Days

4.12. Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

**PRICING-NO SUBSTITUTIONS WILL BE ALLOWED WHERE NO ~~ED~~ ED
 VENDOR MUST COME TO DEPARTMENT TO MEASURE OFFICE ~~RS.~~ RS.**

	Item	Unit Price	Qty	Extended Price
4.12.1.	Boots: Danner Acadia 8" Men's/Women's waterproof GORE-TEX. Style #21210 <ul style="list-style-type: none"> • No steel toe • Color-Black • NO SUBSTITUTIONS ALLOWED 	\$ <u>214.80</u>		\$ <u>214.80</u>
4.12.2.	Boots: Danner Striker 2 GTX, Style #42980 <ul style="list-style-type: none"> • 100% waterproof and breathable GORE-TEX® <i>Discontinued</i> • Full-grain leather <i>New #43003</i> • 1000 Denier nylon upper <i>Striker Torquet</i> • TERRA FORCET™ X Lite platform • Danner TFX® Lite outsole • Nylon shank • 8" height 	\$ <u>165.00</u>		\$ <u>165.00</u>
4.12.3	Boots: Magnum Stealth Force 8.0 SZ Style #5195 <ul style="list-style-type: none"> • Full Grain Leather/1680 Denier Ballistic Nylon Mesh Upper • Circular Side Zipper • Cambrelle Moisture Wicking Lining • Agion Antimicrobial treatment • Coats Harbour Anti Fraying Stitching Thread • EN ISO 20347 Certified • Composite Shank • Compression Moulded EVA Midsole • M-Pact Contoured Swoosh with Memory Foam • Flex-Zone with Hinging for Flexion and Control • X-Fraction Zone Outsole 	\$ <u>96.70</u>		\$ <u>96.70</u>
4.2.1	Boots: Under Armour Valsetz Tactical Boot, Style #120493 <ul style="list-style-type: none"> • Lightweight, water-resistant air mesh upper helps create moisture • Fully-assisted tongue keeps you stable • High strength nylon upper lace loops are stitched in to allow quick on or off • Lower eyelids have welded TPU reinforcements for increased durability • Welded TPU weld guard helps protect against bumps and abrasions • Ammonium and Dimethylsiloxane EPOE midsole • Synthetic leather toe reinforcement for extra performance and comfort • OrthoLite footbed for extra cushioning and support • High abrasion-resistant outsole 	\$ <u>88.00</u> <i>Discontinued New style #F</i>		\$ <u>88.00</u> <i>2502-34</i>

- Built in flex grooves for aggressive traction

4.12.5. Boots: 5.11 A.T.A.C. 8" Shield CSA/ASTM boot, Style #12026, women's Style #12217

\$ 109.34

\$ 109.34

- ASTM F2413-05 M/C 75 I/75 EH PR certified
- CSA Certified
- Waterproof and polishable full grain leather
- Waterproof/breathable bloodborne pathogen resistant membrane*
- Composite safety toe
- Puncture resistant midsole board
- YKK Side zipper
- Antibacterial and moisture-wicking
- Shock Mitigation System[®]
- Oil & slip-resistant, quiet outsole

4.12.6 Boots: Original SWAT WTKX2 8" Tactical boot, Style #1010

\$ 67.85

\$ 67.85

- Uniform code, full-grain leather with polishable toe
- Removable molded orthotic footbed
- Molded Thermoplastic Heel Counter and toe box
- Rear heel kickplate
- Tough and durable moisture-wicking lining

4.12.7 Boots: Rocky AlphaForce Composite Toe Duty Boot, Style #3107

\$ 91.00

\$ 91.00

- Guaranteed Rocky Waterproof construction
- Non-Metallic Stabilizer
- Molded Slip Resistant Polyurethane (PU) TPU
- Rubber insole in Non-Marking
- Airport Footbed Provides support and cushioning
- ASTM Approved Metatarsal toe
- Full-Grain Water-Resistant Leather on Lightweight 1000 Denier Nylon

4.12.8 Boots: Rocky First Med Boot, Style #0911183

\$ 121.35

\$ 121.35

Also style #911113

4.12.9 Boots: Bates (GX) Gore-Tex Insulated Side Zip Boot, style #1202434, Women's Style #12217, DN-1 GORE-TEX™ 1000 Denier Side Zip Boots

\$ 114.00

\$ 114.00

- YKK® side zipper with nylon toe cap and interior gusset for easy on/off
- Full grain leather and cloth lining for comfort with a hard ball cap sole and TPU film membrane
- Tapered

- Molded EVA shock absorbing midsole-
comfort from toe to heel
- Nylon shank
- 200 gr Thinsulate™ insulation
- Oil and slip-resistant Ultra-Lites® Xtrano®
rubber outsole
- Perfect for passing through security
checkpoints
- Flap inside of zipper

U12 10. **Boots:** Bates 8" Ultralite Enforcer Water Resistant
Tactical Boot, Style #2280

- Waterproof leather with ballistic nylon upper
- Breathable mesh lining
- Cushioned removable insert
- Slip resistant rubber outsole
- Athletic cement construction

\$ 75.00


\$ 75.00

COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PERSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

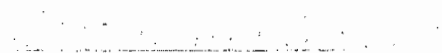
County of De Kalb
State of NE

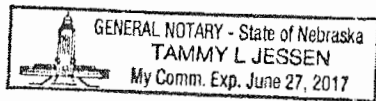
My name is Steve Zerk an authorized agent of Alamare Linforms (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized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

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


Affiant
Steve Zerk
Printed Name

Subscribed and sworn to before me this 11 day of Nov, 2015.


Notary Public



(Please complete and return with Contract)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 19 C.F.R. Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR PARTICIPANTS

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

Steve Zaskin, Owner
Name and Title of Authorized Representative

[Signature]
Signature

12-10-15
Date



USA

Company ID Number: 212428

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 Alamar Uniforms

Steve Zalkin

President

Department of Homeland Security – Verification Division

USCIS Verification Division



Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

Request for Bid (Bid)

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 Fax: (573) 886-4390
Email: JGarrett@boonecountymo.org

Bid Data

Bid Number: **79-15DEC15**
Commodity Title: **Law Enforcement Boots Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, December 15, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail: Boone County Purchasing Department
Address: Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201

Directions: The Purchasing office is located on the Southeast corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Tuesday, December 15, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: Boone County Annex Conference Room
613 E. Ash Street
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Work Authorization Certification
Debarment Form
Certification of Individual Bidder
Individual Bidder Affidavit
Standard Terms and Conditions
No-Bid Response Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** -- Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of **Law Enforcement Boots** to the Boone County Sheriff's Department on an *as needed* basis as detailed in the following specifications.
 - 2.1.1. The County reserves the right to award to one or multiple respondents. The County reserves the right to award on an 'all or none' basis or by 'group.' The County realizes awarding on a 'group' basis may be impossible for some or all groups. Price compared to convenience of one vendor per group will be evaluated and award shall be based on the best value to the County. Vendors are encouraged to bid on those items they can provide and are not required to bid on all items requested.
 - 2.2. **CONTRACT DURATION** - The contract shall be effective from **January 1, 2016 through December 31, 2016**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period.
 - 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.2. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
 - 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 2.5. **PRICING** -- All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
 - 2.6. **QUANTITY** -- All orders shall be placed based upon need. The County estimates that a total of 80 boots will be needed per year but reserves the right to deviate from this estimate based upon actual need.
 - 2.7. **ADDITIONAL INSTRUCTIONS AND CONDITIONS**
 - 2.7.1. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder's expense. A request for the return of samples must be made within ten days following County's receipt of sample. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.
 - 2.7.2. Prior to delivery, all items must be labeled with the officer's name, size, and date of purchase with indelible ink that will remain and not wash/wear out during the life of the boot.
 - 2.7.3. Bidder(s) requesting substitute products wherever a specific manufacturer or model number is referenced must provide certification that the item submitted meets or exceeds the minimum specifications. Submission of technical product information with bid response is required. Substitutions are not allowed where noted in the response section of this request.
 - 2.7.4. Vendors must come to the department and measure officers for proper fit of boots.
 - 2.8. **DELIVERY** -- Delivery shall be made FOB Destination, inside delivery, with freight charges fully

- included and prepaid. The seller pays and bears the freight charges.
- 2.8.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
 - 2.8.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., local time Monday through Friday, excluding county holidays.
 - 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
 - 2.10. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
 - 2.10.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract. **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
 - 2.10.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

- coverage's. Should any work be subcontracted, these limits will also apply.
- 2.10.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.10.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.10.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence
- 2.11. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 2.12. **DESIGNEE** – Boone County Sheriff's Department
- 2.12.1. **Bid Clarification** – Jacob M. Garrett, Buyer, 613 E. Ash Street, Columbia, MO 65201.
Telephone: (573) 886-4393; Facsimile (573) 886-4390 or email: jgarrett@boonecountymmo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline." **NO EXCEPTIONS.** The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
 - 3.2.2. **Web Page**- Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

- 4.7.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.8. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand): _____ Date: _____

4.8.2. Print Name and Title of Authorized Representative _____ Date: _____

4.9. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No

4.10. Maximum Percentage Increase for _____% 1st Renewal _____% 2nd Renewal

4.11. Delivery Days After Receipt of Order: _____ Days

4.12. **Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.**

**PRICING-NO SUBSTITUTIONS WILL BE ALLOWED WHERE NOTED
VENDOR MUST COME TO DEPARTMENT TO MEASURE OFFICERS.**

	Item	Unit Price	Qty	Extended Price
4.12.1.	Boots: Danner Acadia 8" Men's/Women's waterproof GORE-TEX. Style #21210 <ul style="list-style-type: none"> • No steel toe • Color-Black • NO SUBSTITUTIONS ALLOWED 	\$ _____		\$ _____
4.12.2.	Boots: Danner Striker 2 GTX, Style #42980 <ul style="list-style-type: none"> • 100% waterproof and breathable GORE-TEX® • Full-grain leather • 1000 Denier nylon upper • TERRA FORCE™ X Lite platform • Danner TFX® Lite outsole • Nylon shank • 8" height 	\$ _____		\$ _____
4.12.3.	Boots: Magnum Stealth Force 8.0 SZ Style #5198 <ul style="list-style-type: none"> • Full Grain Leather/1680 Denier Ballistic Nylon Mesh Upper • Circular Side Zipper • Cambrelle Moisture Wicking Lining • Agion Antimicrobial treatment • Coats Barbour Anti Fraying Stitching Thread • EN ISO 20347 Certified • Composite Shank • Compression Molded EVA Midsole • M-Pact Contoured Sockliner with Memory Foam • Flex-Zone with Siping for Traction and Control • X-Traction Zone Outsole. 	\$ _____		\$ _____
4.12.4.	Boots: UnderArmour Valsetz Tactical Boot, Style #1224003 <ul style="list-style-type: none"> • Lightweight, water-resistant air mesh upper helps to resist moisture • Fully-gusseted tongue keeps out debris • High strength nylon upper lace locks are stitched in to allow quick on or off lacing • Lower eyelets have welded TPU reinforcements for increased durability • Molded TPU toe guard helps protect against bumps and abrasion in rough terrain • Amourbound and Armourlastic EVA foam midsole • Ortholite insole antimicrobial and odor fighting performance and comfort • Armourguide TPU heel cups foot for added protection • High abrasion rubber outsole 	\$ _____		\$ _____

- Molded EVA shock absorbing midsole-comfort from toe to heel
- Nylon shank
- 200 gr Thinsulate™ insulation
- Oil and slip-resistant Ultra-Lites® Xtreme rubber outsole
- Perfect for passing through security checkpoints
- Flap inside of zipper

4.12.10. **Boots:** Bates 8" Ultralite Enforcer Water Resistant Tactical Boot, Style #2280

S _____

\$ _____

- Waterproof leather with ballistic nylon upper
- Breathable mesh lining
- Cushioned removable insert
- Slip resistant rubber outsole
- Athletic cement construction

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

[http://www.uscis.gov/USCIS/E-Verify/Customer%20Support/Employer%20MOU%20\(September%202009\).pdf](http://www.uscis.gov/USCIS/E-Verify/Customer%20Support/Employer%20MOU%20(September%202009).pdf)

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

Standard Terms and Conditions

Jacob M. Garrett, Buyer
(573) 886-4393 - FAX (573) 886-4390

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

"No Bid" Response Form

Jacob M. Garrett, Buyer
(573) 886-4393 - FAX (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 79-15DEC15 - Law Enforcement Boots Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

JASON KANDER



MISSOURI ONLINE BUSINESS FILING

Online Help

Limited Liability Company Details as of 4/5/2016

- Business Entity Fees & Forms
- Business Entity FAQ
- Business Entity Home Page
- Business Entity Online Filing
- Business Outreach Office
- Business Entity Contact Us
- UCC Online Filing
- Secretary of State Home Page

<small>*Required Field</small>		
File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.		
File Registration Reports - click FILE REGISTRATION REPORT.		
Copies or Certificates - click FILE COPIES/CERTIFICATES.		
RETURN TO SEARCH RESULTS	Select filing from the list. Filing Type Amendment to Articles of Organization	FILE ONLINE
ORDER COPIES/ CERTIFICATES		
General Information	Filings	Address Contact(s)
Name(s) ALAMAR UNIFORMS OF KANSAS CITY, L.L.C. <u>Address</u>		
Type Limited Liability Company Charter No. LC0040839		
Domesticity Domestic Status Active		
Registered Agent THE CORPORATION COMPANY Date Formed 7/10/2000		
120 SOUTH CENTRAL AVENUE CLAYTON, MO 63105		
Duration Perpetual		
Managed by		
<p>The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.</p>		

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Search Results

Current Search Terms: alamar* uniform*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

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[By Record Status](#)

[By Functional Area - Entity Management](#)

[By Functional Area - Performance Information](#)

SAM | System for Award Management 1.0

IBM v1.P.46.20160226-1435

WWW3

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



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

28th

day of

April

20

16

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

Now on this day the County Commission of the County of Boone does hereby award bid 79-15DEC15 – Law Enforcement Boots Term and Supply to Alamar Uniforms of Kansas City, LLC.

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

Done this 28th day of April, 2016.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Phil Fichter

From: Brewer, Tiffany (Thomas) <Brewer-Tiffany@galls.com>
Sent: Thursday, July 13, 2017 8:28 AM
To: Phil Fichter
Subject: Contract Amendment-79-15DEC15-Law Enforcement Boots

Hi Phil,

I just tried to call back and the line was busy. Galls, LLC will offer a 10% discount on all additional items not currently on contract. Please let me know if you need anything official in writing.

Thank you,

Tiffany Brewer | Contract Management Team Leader

1340 Russell Cave Road | Lexington, KY 40505

Phone: 859.266.7227 ext. 2179 | Fax 877.914.2557 | brewer-tiffany@galls.com



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

20th

day of July

20 17

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 4250 N. Wyatt Lane Lot 19, parcel #12-802-27-03-007.00 01.

Done this 20th day of July, 2017.

ATTEST:

Art Auer
Art Auer
Interim Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Absent

Janet M. Thompson
District II Commissioner

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

In Re: Nuisance Abatement)	July Session
4250 N Wyatt Lane Lt 19)	July Adjourned
Columbia, MO 65202)	Term 2017
)	Commission Order No. <u>318-2017</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 20th day of July, 2017, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: weeds in excess of twelve inches high and junk.
4. The location of the public nuisance is as follows: 4250 N Wyatt Lane Lt 19, Columbia, MO, a/k/a parcel # 12-802-27-03-007.00 01, C & R SD, Plat 1, Lot 16, Section 27, Township 49, Range 12 as shown by deed book 3198 page 0149, Boone County.
5. The specific violation of the Code is: weeds in excess of twelve inches high and junk in violation of section 6.5 and 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 12th day of June, 2017, to the property owner.
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 (INTERIM)

4250 N. Wyatt Lane, Lot 19

Parcel #: 12-802-27-03-007.00 01

Owned by Michael R. Judd

- 15 June 2017 Received complaint about weeds at the property listed above. Inspection of the property revealed weeds in excess of twelve inches; the house appeared to be vacant. Notification of Determination of Public Health Hazard and/or Nuisance and Order for Abatement is sent to the property owner at 5716 Sing Dr., Columbia, Missouri.
- 14 June 2017 Notification is signed via Certified Mail.
- 29 June 2017 Inspection of the property revealed that action had not been taken.
- 05 July 2017 Hearing Notice sent to property owner at 5716 Sing Dr., Columbia, Missouri for 20 July 2017.
- 17 July 2017 Pictures are taken of the property for the Hearing.





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

JUDD MICHAEL R
5716 SING DR
COLUMBIA, MO 65202

An inspection of the property you own located at 4250 N WYATT LN LT 19 (parcel # 12-802-27-03-007.00 01) was conducted on June 12, 2017, revealing junk and weeds in excess of twelve inches on the premises.

This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Sections 6.5 and 6.7, respectively.

You are herewith notified that a hearing will be held before the County Commission on Thursday, July 20, 2017 at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

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

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

Sincerely,

Stephanie Sprock
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 3rd day of July 2017 by VJO.

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

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

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

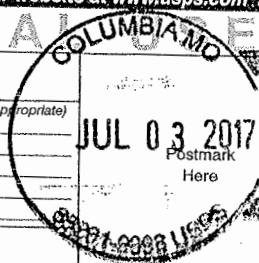
OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$



Postage

\$

Total Postage and Fees

\$

6.56

Sent To

Judd Michael R

Street and Apt. No., or PO Box No.

5716 Seng Dr.

City, State, ZIP+4®

Columbia mo 65202

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7016 2070 0000 0010 6064

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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:

Judd Michael R
 5716 Seng Dr.
 Columbia, mo 65202



9590 9402 2444 6249 6622 54

2. Article Number (transfer from service label)

2070 0000 0010 6064

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Michael R Judd Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

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

JUDD MICHAEL R
5716 SING DR
COLUMBIA, MO 65202

An inspection of the property you own located at 4250 N WYATT LN LT 19 (parcel # 12-802-27-03-007.00 01) was conducted on June 12, 2017, revealing weeds in excess of twelve inches 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 above nuisance condition has not been fully corrected 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 nuisance has not been removed as ordered, the County Commission may have the nuisance 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 above nuisance condition has been corrected 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,

Stephanie Sprock
Stephanie Sprock
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 12th day of June 2017 by VJC.

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

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

Sent To

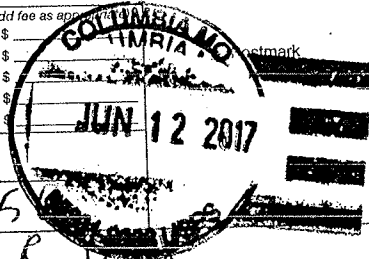
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7016 2070 0000 0010 5425



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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:

Michael Judd
 5716 Sang Dr.
 Columbia, MO 65202



9590 9402 2444 6249 6623 15

2. Article Number (Transfer from service label)

2070 0000 0010 5425

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Michael R Judd

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

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

JUDD MICHAEL R
5716 SING DR
COLUMBIA, MO 65202

An inspection of the property you own located at 4250 N WYATT LN LT 19 (parcel # 12-802-27-03-007.00 01) was conducted on June 12, 2017, revealing two junk filled trailers, junk, and lumber in the form of a fence.

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 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected 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 nuisance has not been removed as ordered, the County Commission may have the nuisance 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 above nuisance condition has been corrected 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,

Handwritten signature of Stephanie Sprock

Stephanie Sprock
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 12th day of

June 2017 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

Boone County Internet Parcel Map

Prepared by the Boone County Assessor's Office, (573) 886-4262



ATTENTION

DISCLAIMER: READ CAREFULLY These maps were prepared for the inventory of real property based on the utilization of aerial, street, and/or taxpayer data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.



Boone County Assessor

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

Office (573) 886-4270
 Fax (573) 886-4254
 Open 8:00 am - 5:00 pm Monday to Friday

Parcel 12-802-27-03-007.00 01

Property Location 4250 N WYATT LN LT 19

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

Owner JUDD MICHAEL R
Address 5716 SING DR
City, State Zip COLUMBIA, MO 65202

Subdivision Plat Book/Page

Section/Township/Range 27 49 12
Legal Description C & R SD PLAT 1
 LOT 16

Lot Size 70.00 x 130.00

Deed Book/Page

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RA	5,100	3,830	8,930	RA	969	727	1,696
Totals	5,100	3,830	8,930	Totals	969	727	1,696

Most Recent Tax Bill(s)

Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri
Date and Time 08/13/2007 at 03:34:04 PM
Instrument #: 2007021108 Book: 3198 Page: 149

Grantor BRADSHAW, CHARLOTTE L
Grantee JUDD, MICHAEL R

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

Bette Johnson
Bette Johnson, Recorder of Deeds



QUIT-CLAIM DEED

THIS INDENTURE, Made and entered into this 13 day of Aug A.D. Two Thousand and 07, by and between Charlotte L Bradshaw (Grantor), of the County of Boone, in the State of Missouri, party or parties of the First Part, and MICHAEL R. JUDD (Grantee), (Grantee's mailings address) 5716 SING DR. COLUMBIA, MO 65202

of Boone County, State of Missouri party or parties of the Second Part:

WITNESSETH, That the said party or parties of the First Part in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of Second Part, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the said party or parties of the Second Part, the following described real estate, lying, being and situate in the County of Boone and State of Missouri, to-wit:

Lot Sixteen (16) of Final plat and R Sub Division plat No. 1 as shown by Plat recorded in plat Book 10, Page 146, Records of Boone County, Missouri, being part of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 27, Township 49 North, Range 12 West, Boone County, Missouri.

TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging, unto the said party or parties of the Second Part, and their heirs and assigns, FOREVER; so that neither the said party or parties of the First Part, nor their heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party or parties of the First Part has or have hereunto set their hand or hands the day and year first above written.

Witness _____

Charlotte Bradshaw
Charlotte BRADSHAW

(ALL SIGNATURES MUST HAVE THE NAME TYPED OR PRINTED UNDERNEATH)

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO AUG 13 2007

STATE OF MISSOURI
COUNTY OF Boone

Unofficial Document

On this 13th day of August, 2007 before me personally appeared Charlotte L. Bradshaw to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia MO, the day and year first above written.

My term expires 8-27-2010
Goldie L. Baughman
Notary Public

(Seal)

GOLDIE L. BAUGHMAN
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires August 27, 2010
Commission # 06394544

Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the 20th day of July 20 17

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 7 S. Cardinal Ct., parcel #16-405-18-01-013.00 01.

Done this 20th day of July, 2017.

ATTEST:

Art Auer
Art Auer
Interim Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Absent
Janet M. Thompson
District II Commissioner

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

In Re: Nuisance Abatement)	July Session
7 S. Cardinal Ct)	July Adjourned
Columbia, MO 65202)	Term 2017
)	Commission Order No. <u>319-2017</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 20th day of July, 2017, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: weeds in excess of twelve inches high.
4. The location of the public nuisance is as follows: S. Cardinal Ct., Columbia, MO, a/k/a parcel # 16-405-18-01-013.00 01, Sugartree Hill, Lot 4, Section 18, Township 43, Range 13 as shown by deed book 01943 page 0415, Boone County.
5. The specific violation of the Code is: weeds in excess of twelve inches in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 15th day of June 2017, to the property owner.
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.**

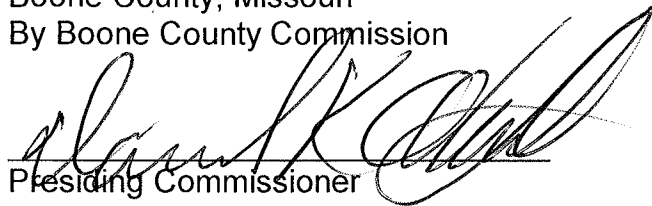
Order For Abatement Chargeable As a Special Assessment To The Property

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.

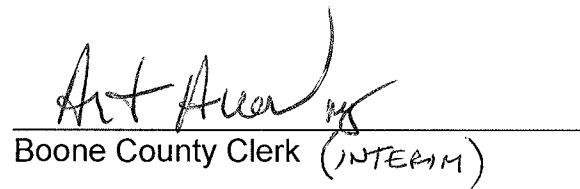
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk (INTERIM)

7 S. Cardinal Ct.

Parcel #: 16-405-18-01-013.00 01

Owned by Kenneth Ching-Tien Kuo

15 June 2017 Received complaint about weeds at the property listed above. Inspection of the property revealed weeds in excess of twelve inches; the house appeared to be vacant.

16 June 2017 Notification of Determination of Public Health Hazard and/or Nuisance and Order for Abatement is sent to the property owner at 705 E. Walnut St., Columbia, Missouri.

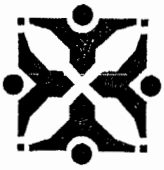
20 June 2017 Notification is signed via Certified Mail.

30 June 2017 Second complaint is received for this property.

03 July 2017 Inspection revealed no action had been taken; Hearing Notice is sent to property owner at 705 E. Walnut St., Columbia, Missouri for 20 July, 2017.

17 July 2017 Pictures are taken for the Hearing.





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

KUO KENNETH CHING-TIEN
705 E. WALNUT ST.
Columbia, MO 65201-4486

An inspection of the property you own located at 7 S CARDINAL CT (parcel # 16-405-18-01-013.00 01) was conducted on June 15, 2017 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Thursday, July 20, 2017 at 1:30pm. 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,


Handwritten signature of Stephanie Sprock

Stephanie Sprock
Environmental Public Health Specialist

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

July 2017 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

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ 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 <input checked="" type="checkbox"/> <i>Barry E. J.</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>																
<p>1. Article Addressed to:</p> <p><i>KUO KENNETH CHING-TIEN</i> <i>705 E Walnut St.</i> <i>Columbia, MD 65201-4486</i></p>	<p>B. Received by (Printed Name) <i>Barry Francis</i> C. Date of Delivery <i>7-7-17</i></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>																
 9590 9402 2444 6249 6622 47	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	
<p>2. Article Number (Transfer from service label)</p> 016 2070 0000 0010 6071	Domestic Return Receipt																

PS Form 3811, July 2015 PSN 7530-02-000-9053

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

7016 2070 0000 0010 6071

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

OFFICIAL USE

Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

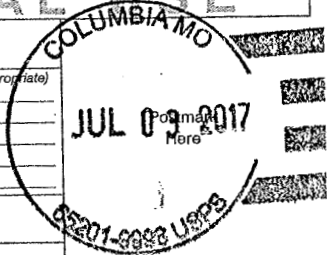
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

Postage \$ _____

Total Postage and Fees *6.56*

Sent To *KUO KENNETH CHING-TIEN*
Street and Apt. No., or PO Box No. *705 E Walnut St.*
City, State, ZIP+4® *Columbia MD 65201-4486*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

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

KUO KENNETH CHING-TIEN
705 E. WALNUT ST.
Columbia, MO 65201-4486

An inspection of the property you own located at 7 S CARDINAL CT (parcel # 16-405-18-01-013.00 01) was conducted on June 15, 2017 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 above nuisance condition has not been fully corrected 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 nuisance has not been removed as ordered, the County Commission may have the nuisance 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 above nuisance condition has been corrected 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,

Stephanie Sprock
Stephanie Sprock
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 16th day of June 2017 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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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:

Kuo, Kenneth Ching-tien
 705 E Walnut St.
 Columbia, MO 65201-4486



9590 9402 2444 6249 6623 08

2. Article Number (Transfer from service label)

2070 0000 0010 5494

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Danny E. Francis* Agent
 Addressee

B. Received by (Printed Name)

Danny Francis

C. Date of Delivery

6-20-17

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

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$ *6.56*

Sent To *Kuo, Kenneth Ching-tien*
 Street and Apt. No., or PO Box No. *705 E Walnut St*
 City, State, ZIP+4® *Columbia MO 65201-4486*

Postmark *JUN 16 2017*

65201-9998 USPS

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 2070 0000 0010 5494

Boone County Internet Parcel Map

Prepared by the Boone County Assessor's Office, (573) 886-4262



Owner: KUO KENNETH CHING-TIEN
 Address: 705 E WALNUT ST
 Parcel Number: 1640518010130001

Boone County Assessor's Office

DISCLAIMER, READ CAREFULLY: These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or superior data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.



Boone County Assessor

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

Office (573) 886-4270
 Fax (573) 886-4254
 Open 8:00 am - 5:00 pm Monday to Friday

Parcel 16-405-18-01-013.00 01

Property Location 7 S CARDINAL CT

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

Owner KUO KENNETH CHING-TIEN
Address 705 E WALNUT ST
Care Of C/O PUBLIC ADMINISTRATOR
City, State Zip COLUMBIA, MO 65201 - 4486

Subdivision Plat Book/Page 0010 0096

Section/Township/Range 18 48 13
Legal Description SUGARTREE HILL LOT 4

Lot Size 30.00 x 124.45
Irregular shape Y
Deed Book/Page 0578 0831

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	12,000	48,900	60,900	RI	2,280	9,291	11,571
Totals	12,000	48,900	60,900	Totals	2,280	9,291	11,571

**Most Recent Tax Bill(s)
 Residence Description**

Year Built	1972		
Use	SINGLE FAMILY (101)		
Basement	NONE (1)	Attic	NONE (1)
Bedrooms	3	Main Area	988
Full Bath	1	Finished Basement Area	0
Half Bath	0		
Total Rooms	5	Total Square Feet	988

Copyright © 2017 Boone County, Missouri. All rights reserved.
 This Web application was developed by Boone County.

Boone County, Missouri

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FULL DEED OF RELEASE

The (assigned) identified note(s) secured by the within deed(s) of trust was (were) produced and canceled.
Bettie Johnson, Recorder of Deeds
Boone County, Missouri

Unofficial Document



Recorded In Boone County, Missouri

Date and Time: 06/24/2002 at 02:08:59 PM

Instrument #: 2002017753 Book: 01943 Page: 0415

First Grantor: UNITED STATES OF AMERICA

First Grantee: KUO, KENNETH CHING-TIEN

Instrument Type: RL

Recording Fee: \$29.00

Bettie Johnson
Bettie Johnson, Recorder of Deeds



RECORDING COVER SHEET USDA, Rural Development

- Title of Document: Satisfaction of Lien
1. Date of Document: June 14, 2002
 2. Grantor(s): **United States of America acting through the United States Dept. of Agriculture**
 3. Grantor(s) Address: **1715D West Worley
Columbia, MO 65203**
 4. Grantee(s): **Kenneth Ching-Tien Kuo and Tesla Kavena Kuo**
 5. Grantee(s) Address: **7 S. Cardinal Court
Columbia, MO 65203**
 6. Legal Description:
**Lot 4 Sugartree Hill according to the recorded Plat thereof in Plat Book 10
Page 96 of the Boone County Records.**
 7. Reference Book and Page(s) (if applicable): **Book 399, Page 893**

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

416

Unofficial Document

USDA
Form RD 46G-4
(Rev. 3-02)

SATISFACTION OF LIEN
Position 1 (Chattel Security)
Position 5 (Real Estate Security)

The United States of America, acting through the United States Department of Agriculture as owner and holder of the following-described lien instruments, made and executed by Kenneth Ching-Tien Kuo

_____ and Tesla Kavena Kuo _____ and recorded

or filed in Boone County _____

State of Missouri _____, satisfies and discharges this lien instrument.

LIEN INSTRUMENT	MORTGAGEE	DATE OF INSTRUMENT	DATE FILED	RECORD OF FILE NO.	BOOK NUMBER	PAGE NUMBER
Deed of Trust	United States of America	8-17-71	8-18-71	6259	399	893
Lot 4 Sugartree Hill according to the recorded Plat thereof in Plat Book 10 Page 96 of the Boone County Records.						

Boone County, Missouri

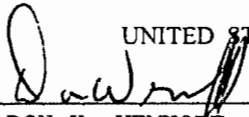
417

Unofficial Document

IN WITNESS WHEREOF, the United States of America has caused this satisfaction to be

signed the 14th day of June, 2002.

WITNESSES: _____

By 
DON V. WEMHOFF
Title Community Development Manager

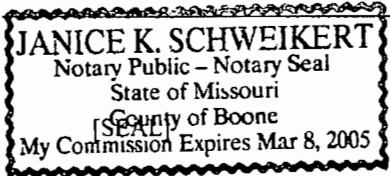
Agency USDA Rural Development
United States Department of Agriculture

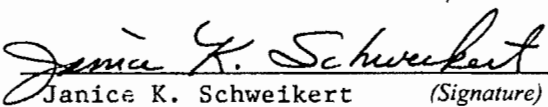
STATE OF MISSOURI
COUNTY OF BOONE } ss:

ACKNOWLEDGMENT

On this 14th day of June, 2002, before me, the subscriber, a
Notary Public, in and for the above county and State,
appeared Don V. Wemhoff, known to me to be Community Development Manager
United States Department of Agriculture, and the person who executed the foregoing instrument, and he/she
acknowledged to me that he/she executed the same as the free act and deed of the United States of America, for the
uses the purposes mentioned in it.

IN WITNESS WHEREOF, I have set my hand and seal at Columbia, Mo
_____ the day and year listed above.




Janice K. Schweikert (Signature)

My commission expires March 8, 2005

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the 20th day of July 20 17

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 from Shanna Watson, representing the organization Hootie Hill Farms, regarding the road adoption of McQuitty Lane, in its entirety, for litter control.

Done this 20th day of July, 2017.

ATTEST:

Art Auer
Art Auer
Interim Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner
Absent
Janet M. Thompson
District II Commissioner

Boone County Public Works Adopt-A-Road Application & Information Sheet

Road Name: McQuitty Lane

Agreement Renewal Date: _____
(to be completed by BCPW)

Starting Point: all of McQuitty Lane

Ending Point: _____

Adopt-A-Road Sign Requested: YES NO

Organization Name: Hootie Hill Farms
(As you wish for it to appear on the Adopt-A-Road Sign, if requested)

Contact Person: Shanna Watson Title: _____

Address: 9801 N McQuitty Lane City: Harrisburg Zip: 65256

Phone # 1: 660-676-1119 Phone # 2: 573-449-4653 FAX: _____ Email Address: hootiehillfarms@gmail.com

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

Alternate

Contact Person: David Watson Title: _____

Address: 9801 N McQuitty Lane City: Harrisburg Zip: 65256

Phone # 1: 314-709-0286 Phone # 2: 573-449-4653 FAX: _____ Email Address: dwat71@gmail.com

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

Participants must agree to 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.

Shanna Watson
Signature (Contact Person)

06/06/2017
Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

20th

day of July

20 17

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 Toalson Estates Subdivision Development Agreement and related exhibits.

It is furthered ordered the Presiding Commission is hereby authorized to sign said Development Agreement.

Done this 20th day of July, 2017.

ATTEST:

Art Auer
Art Auer
Interim Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Absent
Janet M. Thompson
District II Commissioner

TOALSON ESTATES SUBDIVISION DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is effective this ^{20th}~~17th~~ day of July, 2017, by and between by Williams N. Toalson, as Trustee of the Gara W. Toalson Revocable Indenture of Trust dated January 7, 1985; Williams N. Toalson and Vickie K. Toalson, husband and wife; and Gara Ann Martin, as Trustee of the Gara Ann Martin Revocable Trust dated August 9, 2000, of Boone County, Missouri ("Developers"), and the Boone County, a Missouri political subdivision, ("County").

RECITALS:

WHEREAS, Developers own property described on Exhibit 1, the Toalson Estates Plat, which they want to develop into a residential subdivision known as Toalson Estates (the Subdivision); and,

WHEREAS, Boone County ordinances require developers to complete certain infrastructure improvements within any subdivision before submitting a final subdivision plat for Boone County Commission approval; and,

WHEREAS, Developers', however, want to delay completing some of those required infrastructure improvements in the Subdivision until after they submit their final plat to the Boone County Commission for acceptance, leaving 2 private roads unpaved and no legally compliant sewer or storm water systems installed or available; and,

WHEREAS, in Commission Order 619-2015, attached hereto as Exhibit 2, the Commission has agreed to allow Developers to delay completion of these infrastructure improvements so long as they now furnish the County with a Letter of Credit in an amount and under terms that the County deems sufficient to compensate the County should it have to complete the infrastructure improvements upon Developers failure to do so; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements in this agreement, the Parties agree as follows, in accordance with RSMo Sec. 64.825 and Sec. 1.7.5 of the Boone County Subdivision Regulations, to state the parties' agreement regarding Developers' obligations for infrastructure and to ensure Developers perform all the conditions and requirements of all Boone County Regulations and of Commission Order 619-2015.

1. LETTER OF CREDIT: Upon execution of this agreement the Developers will provide the County, as Beneficiary, with an irrevocable letter of credit issued by Landmark Bank for \$408,895.00. That letter of credit shall provide that one year after the date the Commission accepts the Developers' final plat Landmark Bank shall, unless the County has notified Landmark to the contrary, transfer \$276,575.00 to the County at the account the Boone County Treasurer then designates. That letter of credit shall also provide that two years after the date upon which the Commission accepts the Developers' final plat Landmark Bank shall, unless the County has notified Landmark to the contrary, immediately transfer the remaining amount available under the Letter of Credit to the County at the account the Boone County Treasurer then designates.

2. PUBLIC SEWER ACCESS: If within one year after the Commission accepts the Developers' final plat for the Subdivision the County receives notice from the Boone County Regional Sewer District (BCRSD) that its Board of Trustees has accepted bills of sale for sufficient BCRSD approved sewer systems to fully serve the Subdivision to all standards required by law, the County will then provide Landmark Bank with a reduction certificate directing Landmark to reduce the maximum available credit under the Developers' Letter of Credit by \$276,575.00, and will release to Developers the warranty deed given pursuant to paragraph 4 below.

3. PRIVATE ROAD and STORM WATER IMPROVEMENTS: Developers will complete the private roads and the storm water system to the standards set forth on Exhibit 3, the *Toalson Estates Plans - Reviewed for Compliance and Authorized to Proceed on 6/20/17*, and Exhibit 4, *Private Road Bonding Cost Estimate*. If within two years after the Commission accepts the Developers' final plat for the Subdivision the County receives notice from Developers' engineer, bearing that engineer's seal, that Developers have completed all the private roads and storm water improvements as shown on the Subdivision's Final Plat to those standards, then County will inspect those roads and storm water improvements within 10 days after receipt of that notice. Upon County approval after those inspections the County will provide Landmark bank with a reduction certificate directing Landmark to reduce the available credit under the Developers' Letter of Credit by \$132,320.00.

4. DEEDS IN ESCROW: Upon execution of this agreement Developers shall provide for escrow a warranty deed in the form attached hereto as Exhibit 5, conveying to the Boone County Regional Sewer District the property Developers have set aside for a sewer treatment facility. That warranty deed shall be completed and fully executed, but not immediately delivered. Rather, that deed shall be held in escrow at Boone-Central Title Company, at Developers' cost, for one year after the Boone County Commission accepts the Developers' final plat, after which time Boone-Central Title shall deliver that deed by recording it with the Boone County Recorder.

5. TEMPORARY CONSTRUCTION EASEMENTS: Developers shall also execute and deliver to the County at the execution of this agreement a fully completed and executed temporary construction easement, in the form attached here as Exhibit 6, providing County and its agents and contractors access to County's satisfaction to portions of their respective properties sufficient for County to ensure completion of the road and storm water infrastructure. This Temporary Construction Easement will also not be immediately delivered. Rather, it will be held in escrow at Boone-Central Title Company, at Developers' cost, for two years after the Boone County Commission accepts the Developers' final plat, after which time Boone-Central Title shall deliver that temporary construction easement by recording it with the Boone County Recorder at Developers' cost and sending the original to the County.

6. DEVELOPERS' DEFAULT: If Developers fail to complete the infrastructure obligations in paragraphs 2 and 3 above within the time limits stated in those paragraphs, then Developers will be in default. The County will then immediately own the letter of credit funds described in this agreement. The County will use those funds and the temporary construction easement and warranty deed immediately recorded by Boone-Central Title Company to complete the private road and storm water improvements as set forth in paragraph 3, and to build a sewage treatment facility as set forth in paragraph 2 on the parcel designated for that purpose on the Subdivision's Plat, returning any excess funds to Developers. Developers will be liable to County for all expenses County incurs in completing these infrastructure improvements that exceed the amount it receives from Developers' Letter of Credit.

7. TERMINATION: Upon County's determination that Developers have completed the infrastructure contemplated in this agreement to County's satisfaction, County will release to Developers any credit balance remaining in the above-mentioned letter of credit, the temporary construction easement, and the warranty deed, and this agreement will then terminate.

8. OTHER LAW: This Agreement will have no effect on Developer's obligations under, or the operation of, any Boone County ordinances or regulations or other law, including possible future modifications, which will all remain in full force and effect.

9. RECORDING OF AGREEMENT; BINDING ON SUCCESSORS AND ASSIGNS:

This agreement will be recorded in the Records of Boone County, Missouri, at Developers' cost, will run with the land, and will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10. Authority of the Parties: The parties represent that they have the authority to enter into this Development Agreement. Each person signing this Agreement on behalf of any of the parties represents that he or she has been duly authorized and empowered, by order, ordinance, or otherwise, to execute this Agreement and that all necessary action on behalf of that party to effectuate that authorization has been taken.

11. Amendments: The Parties to this Development Agreement may amend or modify this Development Agreement only by written instrument duly executed by the Parties.

12. Severability: If a court holds any part, term, or provision of this Agreement to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of this Agreement.

13. Governing Law: This agreement will be governed by Missouri law, and all actions to enforce this agreement shall be filed in the Circuit Court of Boone County, Missouri.

14. Waiver: No waiver of any provision of this agreement will be a waiver of any other provision, nor be a continuing waiver, nor a waiver of any subsequent default or defaults unless provided for by a written amendment to this agreement signed by the parties.

15. No Third-Party Rights: No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

16. Immunity: Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.

17. Notice: Any notice, demand, request, or other communication to be given or served by the Parties shall be deemed to have been given or served on the date it is either deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid; or sent by facsimile transmission; or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

If to the County:

Boone County Resource Management
Attn: Stan Shawver, Director
801 E. Walnut, Rm. 315
Columbia, Missouri 65201

If to Developers:

Toalson Estates
4505 W. Rte. K
Columbia, MO 65203

SO AGREED.

SIGNATURES COMMENCE ON NEXT PAGE.

BOONE COUNTY:

By: *Daniel K. Atwill*
Daniel K. Atwill, Presiding Commissioner

ATTEST:

Art Auer *may*
Boone County Clerk (INTERIM)

Approved:

Stan Shawver
Stan Shawver,
Boone County Director of Resource Management

Approved as to legal form:

[Signature]
Boone County Counselor

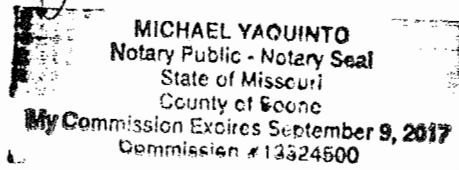
STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 20th day of July, 2017, before me personally appeared **Daniel K. Atwill**, as Presiding Commissioner of the Boone County Commission, and **Art Auer**, as Interim Boone County Clerk, who signed this instrument on behalf of Boone County, Missouri, by the authority of the Boone County Commission, and each acknowledged said instrument to be the free act and deed of Boone County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, this 20th day of July, 2017.

Michael Yaquinto
NOTARY PUBLIC

My Commission expires: 9-9-17



DEVELOPERS:

Williams N. Toalson

Williams N. Toalson, as Trustee of the
Gara W. Toalson Revocable Indenture of Trust
dated January 7, 1985, and as an individual;

Vickie K. Toalson

Vickie K. Toalson, an individual,

Gara Ann Martin
Gara Ann Martin, as Trustee of the Gara Ann Martin
Revocable Trust dated August 9, 2000

STATE OF MISSOURI)
)ss.

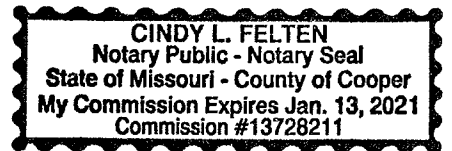
COUNTY OF BOONE)

On this 14th day of July, 2017, before me personally
appeared Williams N. Toalson, and acknowledged that he signed this instrument as his
free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal at my office in Columbia, Missouri, this 14th day of July, 2017.

Cindy L. Felten
NOTARY PUBLIC

My Commission expires: 01-13-21



STATE OF MISSOURI)
)ss.

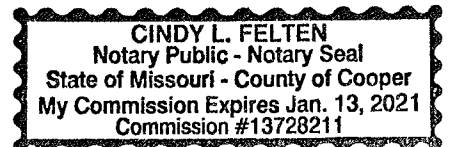
COUNTY OF BOONE)

On this 14th day of July, 2017, before me personally
appeared Vickie K. Toalson, and acknowledged she signed this instrument as her free act
and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal at my office in Columbia, Missouri, this 14th day of July, 2017.

Cindy L. Felten
NOTARY PUBLIC

My Commission expires: 01-13-21



STATE OF Florida)
)ss.
COUNTY OF Collier)

On this 13 day of July, 2017, before me personally appeared Gara Ann Martin, and acknowledged she signed this instrument as her free act and deed.

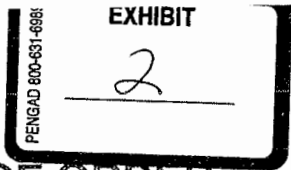
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Marco Island, FL, this 13 day of July, 2017.

Cassandra C. Hernandez
NOTARY PUBLIC

My Commission expires:



Cassandra C. Hernandez
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG061874
Expires 1/11/2021



619-2015

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone }

ea.

December Session of the October Adjourned

Term. 20 15

In the County Commission of said county, on the 29th day of December 20 15

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request by Gara W. Toalson Revocable Trust and Williams N. Toalson, owners, to rezone from A-1 (Agriculture) to A-2P (Planned Agriculture) on 81.99 acres, more or less, located at 4505 W Rte K, Columbia and also **approves** a review plan for Toalson Estates on 81.99 acres, more or less, located at 4505 W Rte K, Columbia with the following conditions:

1. Plans for the private road must be approved by the Director of Resource Management and the Boone County Fire Protection District prior to the approval of the Final Plan.
2. The road maintenance agreement must be approved by the Director of Resource Management prior to approval of the Final Plan.
3. The private road must be constructed prior to approval and recording of the Final Plat.
4. A cul-de-sac or similar turnaround must be placed at the end of the private road and at the end of Nursery Road.
5. The private road must be of uniform width for its entire length.
6. Allow the developer the ability to place infrastructure security, as authorized by statute, and in an amount determined sufficient by the Director of Resource Management, in lieu of applying asphalt to said private road until such time as foundations are poured on the eight (8) lots that access the private road or such earlier time as the Developer chooses in order to limit costs associated with the required infrastructure security.

Done this 29th day of December, 2015.


ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

REGISTRATION NO. _____ DATE _____ 	OWNER TOLSON & BOONER 1000 W. 10TH ST. COLUMBIA, MISSOURI	PROJECT LOCATION A SUBDIVISION LOCATED IN SECTION 8, TOWNSHIP 47 NORTH, RANGE 19 WEST COLUMBIA, BOONE COUNTY, MISSOURI TOTAL ACRES 100.00	DRAWING TITLES EROSION AND SEDIMENT CONTROL PLAN	DESIGNED BY [Blank]	DATE [Blank]
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LEGEND OF SYMBOLS

LINE OF EROSION

PROPOSED ROAD

EXISTING ROAD

PROPOSED DRAINAGE

EXISTING DRAINAGE

PROPOSED FENCE

EXISTING FENCE

PROPOSED UTILITY

EXISTING UTILITY

PROPOSED EROSION CONTROL

EXISTING EROSION CONTROL

PROPOSED SALT FENCE

EXISTING SALT FENCE

PROPOSED SALT BARRIERS

EXISTING SALT BARRIERS

PROPOSED SALT FENCE WITH BARRIERS

EXISTING SALT FENCE WITH BARRIERS

LINE OF EROSION

PROPOSED ROAD

EXISTING ROAD

PROPOSED DRAINAGE

EXISTING DRAINAGE

PROPOSED FENCE

EXISTING FENCE

PROPOSED UTILITY

EXISTING UTILITY

PROPOSED EROSION CONTROL

EXISTING EROSION CONTROL

PROPOSED SALT FENCE

EXISTING SALT FENCE

PROPOSED SALT BARRIERS

EXISTING SALT BARRIERS

PROPOSED SALT FENCE WITH BARRIERS

EXISTING SALT FENCE WITH BARRIERS

GENERAL NOTES

1. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MISSOURI EROSION CONTROL ACT (CHAPTER 640, R.S.M.O.).

2. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT AREA AND HAS FOUND NO SIGNIFICANT EROSION CONTROL MEASURES IN PLACE.

3. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT AREA AND HAS FOUND NO SIGNIFICANT EROSION CONTROL MEASURES IN PLACE.

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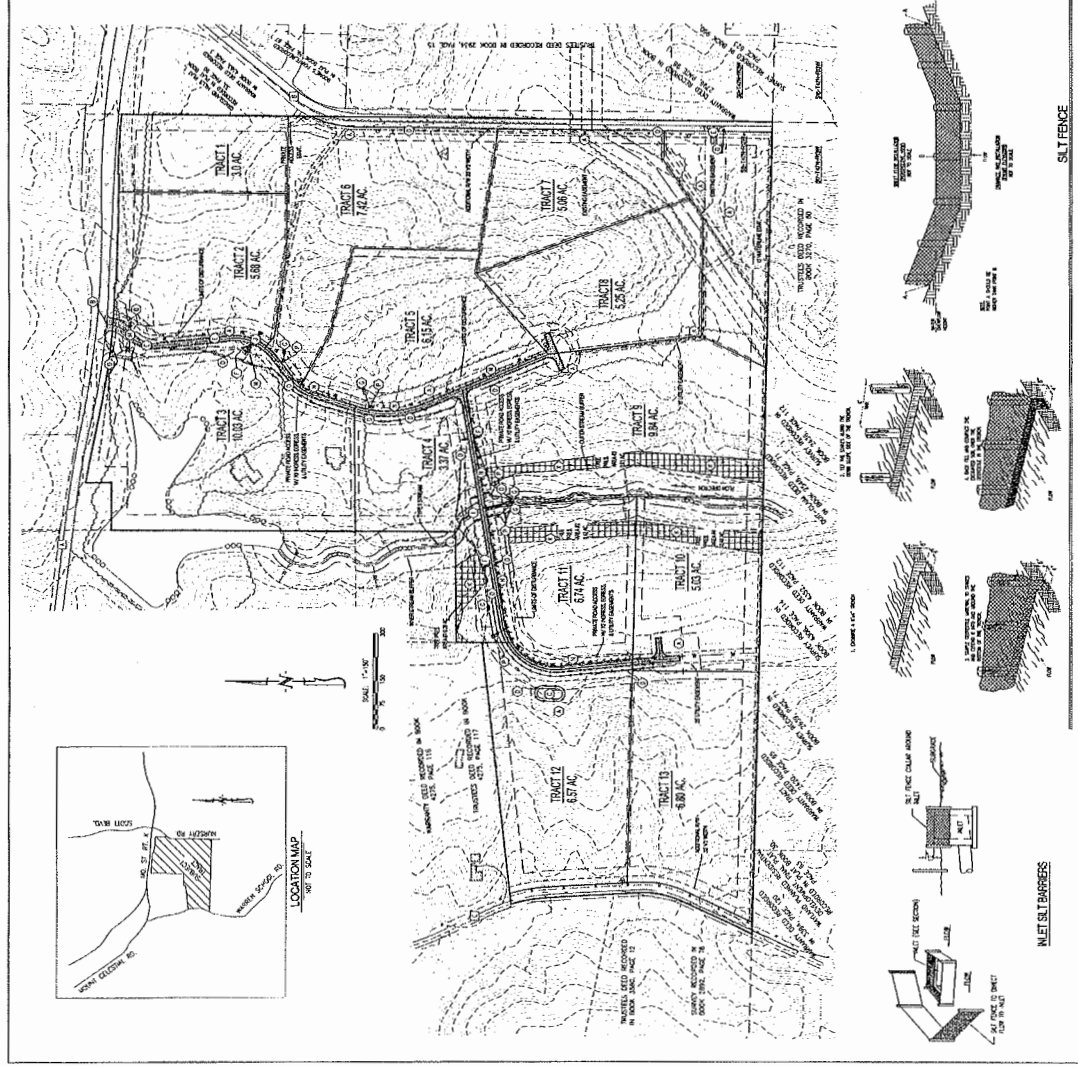
16. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT AREA AND HAS FOUND NO SIGNIFICANT EROSION CONTROL MEASURES IN PLACE.

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TOALSON ESTATES
 A SUBDIVISION LOCATED IN
 COLUMBIA, TOWNSHIP #47 NORTH, RANGE #3 WEST
 COLUMBIA, BOONE COUNTY, MISSOURI

OWNER: GROCKETT
 PROJECTING ENGINEER: GROCKETT
 DATE: 10/15/10

DATE: 10/15/10

PROJECT NO.: 10001
 SHEET: CE 2

LEGEND OF SYMBOLS:

---	EXISTING ROAD
---	PROPOSED ROAD
---	EXISTING LOT LINE
---	PROPOSED LOT LINE
---	EXISTING CURB
---	PROPOSED CURB
---	EXISTING SIDEWALK
---	PROPOSED SIDEWALK
---	EXISTING UTILITY
---	PROPOSED UTILITY
---	EXISTING FENCE
---	PROPOSED FENCE
---	EXISTING DRAINAGE
---	PROPOSED DRAINAGE
---	EXISTING EROSION CONTROL
---	PROPOSED EROSION CONTROL
---	EXISTING MAJOR CONTOUR
---	PROPOSED MAJOR CONTOUR
---	EXISTING MINOR CONTOUR
---	PROPOSED MINOR CONTOUR
---	EXISTING SURFACE WATER
---	PROPOSED SURFACE WATER
---	EXISTING WATER
---	PROPOSED WATER
---	EXISTING SAND
---	PROPOSED SAND
---	EXISTING GRAVEL
---	PROPOSED GRAVEL
---	EXISTING ASPHALT
---	PROPOSED ASPHALT
---	EXISTING CONCRETE
---	PROPOSED CONCRETE
---	EXISTING BRICK
---	PROPOSED BRICK
---	EXISTING STONE
---	PROPOSED STONE
---	EXISTING METAL
---	PROPOSED METAL
---	EXISTING WOOD
---	PROPOSED WOOD
---	EXISTING OTHER
---	PROPOSED OTHER

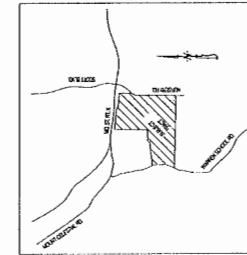
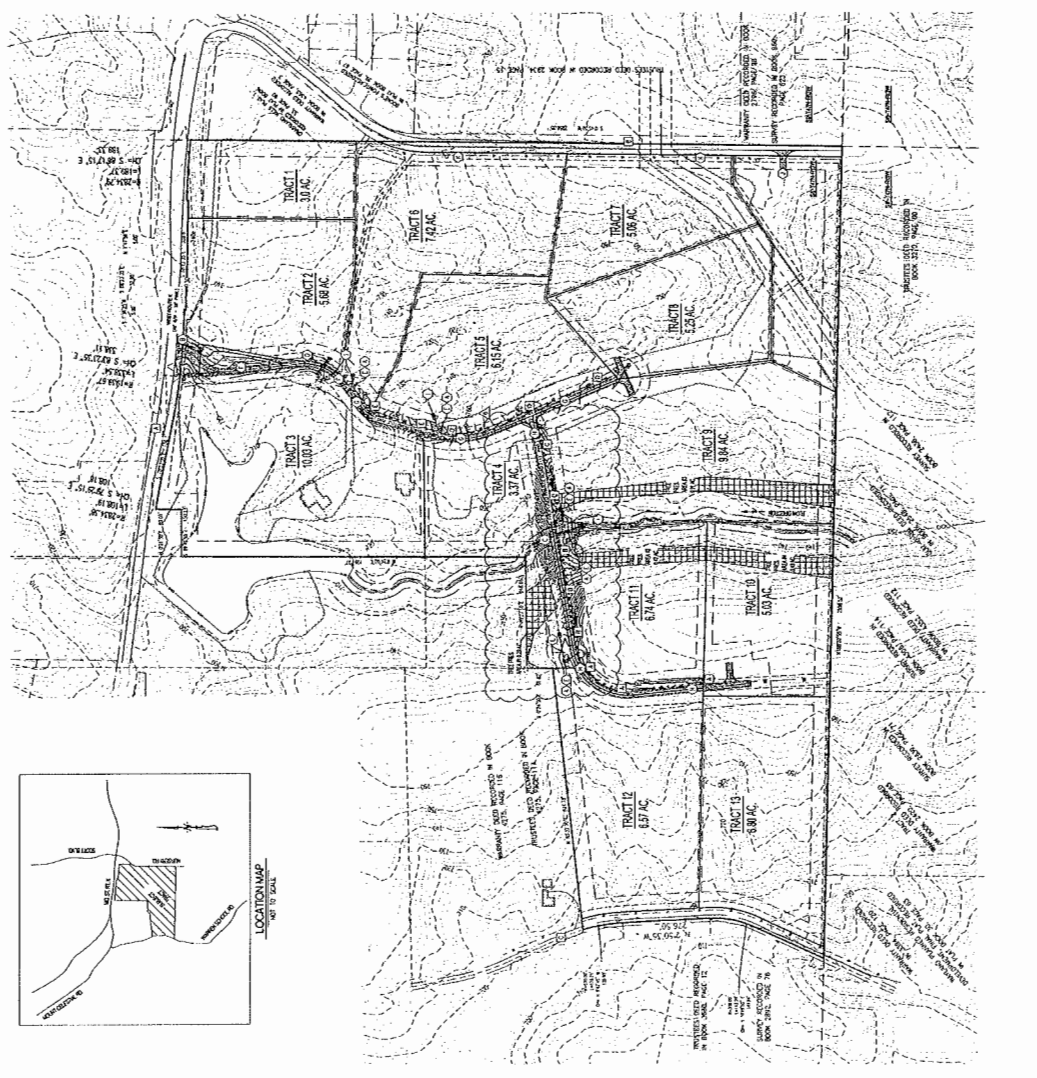
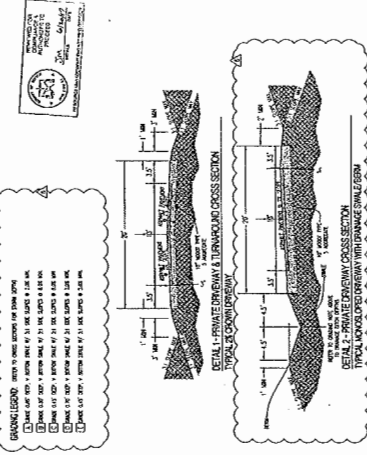
- STREET LABELS:**
- 1. WEST SIDE
 - 2. EAST SIDE
 - 3. NORTH SIDE
 - 4. SOUTH SIDE
 - 5. DATA SHEET SCHOOL ROAD
- REFERENCE LABELS:**
- 1. CONNECTION TO METAL AND OTHER MATERIALS TO BE USED AS PER THE PROJECTS DRAWING TO OCCUR AT APPROX. 1' AWAY.
 - 2. METAL 1" DIA. PIPE SHALL BE USED FOR ALL PIPES AND SHALL BE PLACED ON THE SURFACE.
 - 3. METAL 1" DIA. PIPE SHALL BE USED FOR ALL PIPES AND SHALL BE PLACED ON THE SURFACE.
 - 4. METAL 1" DIA. PIPE SHALL BE USED FOR ALL PIPES AND SHALL BE PLACED ON THE SURFACE.
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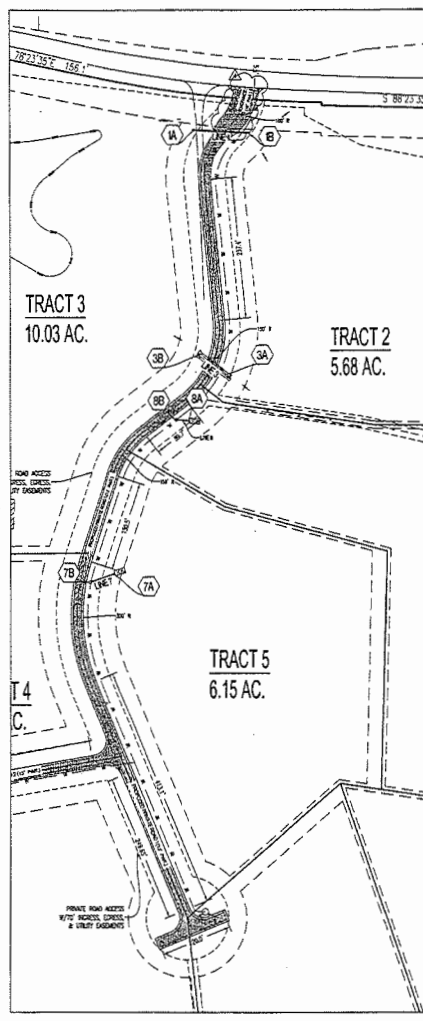
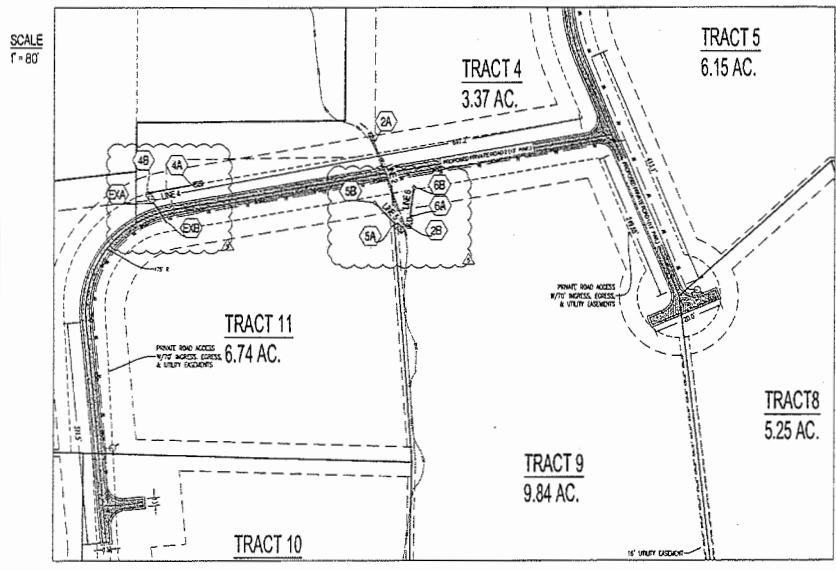
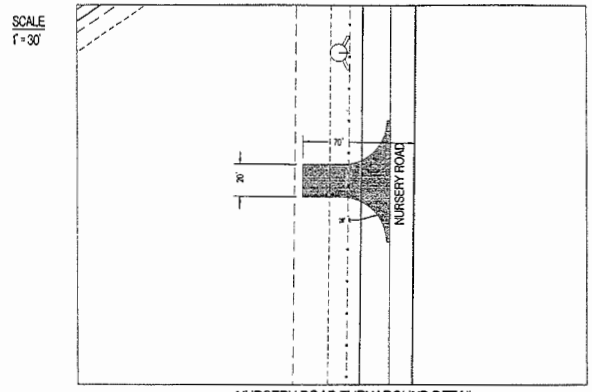
THESE OBSERVATIONS ARE:

THESE OBSERVATIONS AND NOTES WILL BE USED AS A BASIS FOR THE DESIGN OF THE SUBDIVISION. LOCAL INCORPORATION OF ANY OF THE NOTES LISTED IN THIS PLAN OR CHANGES TO THE DESIGN, CONSTRUCTION, MATERIALS OR DETAILING, WITHIN THE BOUNDARIES OF THE SUBDIVISION, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

GENERAL LEGEND:

- 1. ALL NOTES TO BE USED AS A BASIS FOR THE DESIGN OF THE SUBDIVISION.
- 2. ALL NOTES TO BE USED AS A BASIS FOR THE DESIGN OF THE SUBDIVISION.
- 3. ALL NOTES TO BE USED AS A BASIS FOR THE DESIGN OF THE SUBDIVISION.
- 4. ALL NOTES TO BE USED AS A BASIS FOR THE DESIGN OF THE SUBDIVISION.
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- 19. ALL NOTES TO BE USED AS A BASIS FOR THE DESIGN OF THE SUBDIVISION.
- 20. ALL NOTES TO BE USED AS A BASIS FOR THE DESIGN OF THE SUBDIVISION.





- LEGEND OF SYMBOLS:
- EXISTING ROAD
 - - - - - PROPOSED ROAD
 - EXISTING LOT LINE
 - - - - - PROPOSED LOT LINE
 - EXISTING EASEMENT
 - - - - - PROPOSED EASEMENT
 - EXISTING CURB
 - - - - - PROPOSED CURB
 - EXISTING SIDEWALK
 - - - - - PROPOSED SIDEWALK
 - EXISTING DRIVEWAY
 - - - - - PROPOSED DRIVEWAY
 - EXISTING CHECK DAM
 - - - - - PROPOSED CHECK DAM
 - EXISTING BERM
 - - - - - PROPOSED BERM
 - EXISTING 4:1 SLOPE
 - - - - - PROPOSED 4:1 SLOPE
 - EXISTING 100 YEAR FLOOD PLAN
 - - - - - PROPOSED 100 YEAR FLOOD PLAN
 - EXISTING INNER STREAM BUFFER
 - - - - - PROPOSED INNER STREAM BUFFER
 - EXISTING OUTER STREAM BUFFER
 - - - - - PROPOSED OUTER STREAM BUFFER
 - EXISTING STORM SEWER
 - - - - - PROPOSED STORM SEWER
 - EXISTING WALKWAY
 - - - - - PROPOSED WALKWAY
 - EXISTING BIKEWAY
 - - - - - PROPOSED BIKEWAY
 - EXISTING MAJOR CONTOUR
 - - - - - PROPOSED MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - - - - - PROPOSED MINOR CONTOUR
 - EXISTING MAJOR CONTOUR
 - - - - - PROPOSED MAJOR CONTOUR



REVISIONS:	
NO.	DATE
1	07/14/2011
2	07/14/2011
3	07/14/2011
4	07/14/2011
5	07/14/2011

SPECIAL LICENSEE CROCKETT CIVIL ENGINEER 1000 N. GARDNER ST. COLUMBIA, MISSOURI 65201 (620) 735-1111 www.crockett-engineers.com
OWNER: TOALSON ESTATES 1000 N. GARDNER ST. COLUMBIA, MISSOURI 65201
DRAINING INCLUDES: STREET PLAN
DESIGNED: TDC DRAWING: KRM PROJECT NO.: 10021 SHEET: CE 3

EXHIBIT 3e

DATE	
PROJECTING	
DRAWN	
DESIGNED	
BY	
PROJECTING	
DATE	

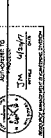
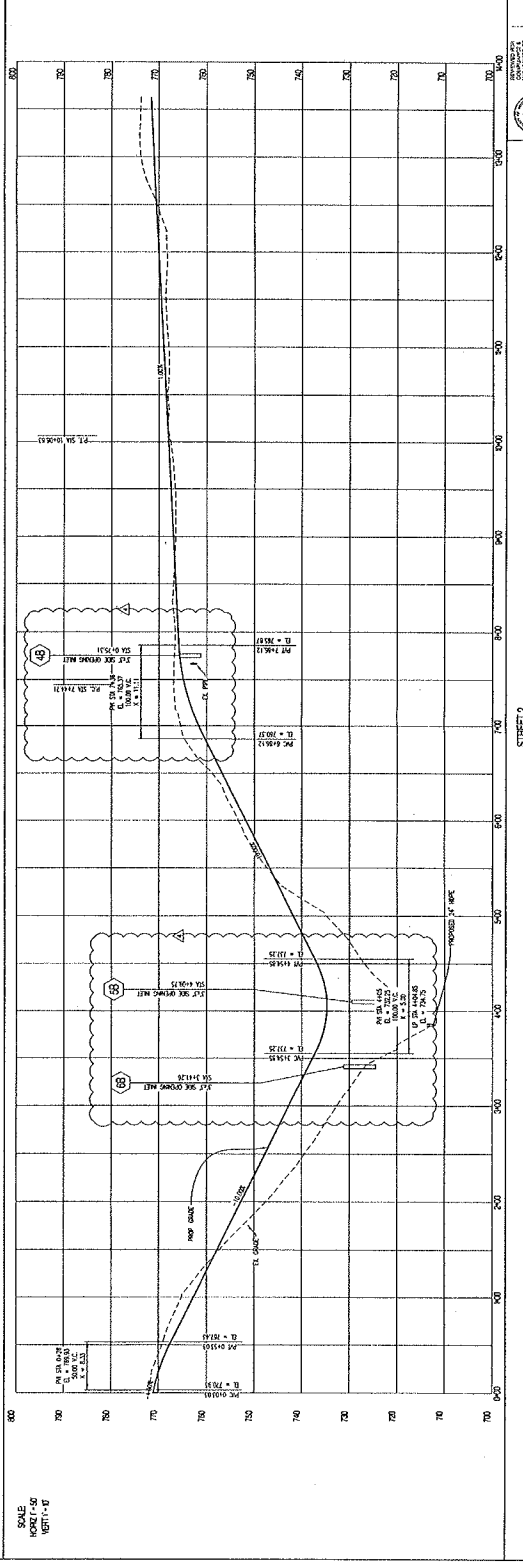
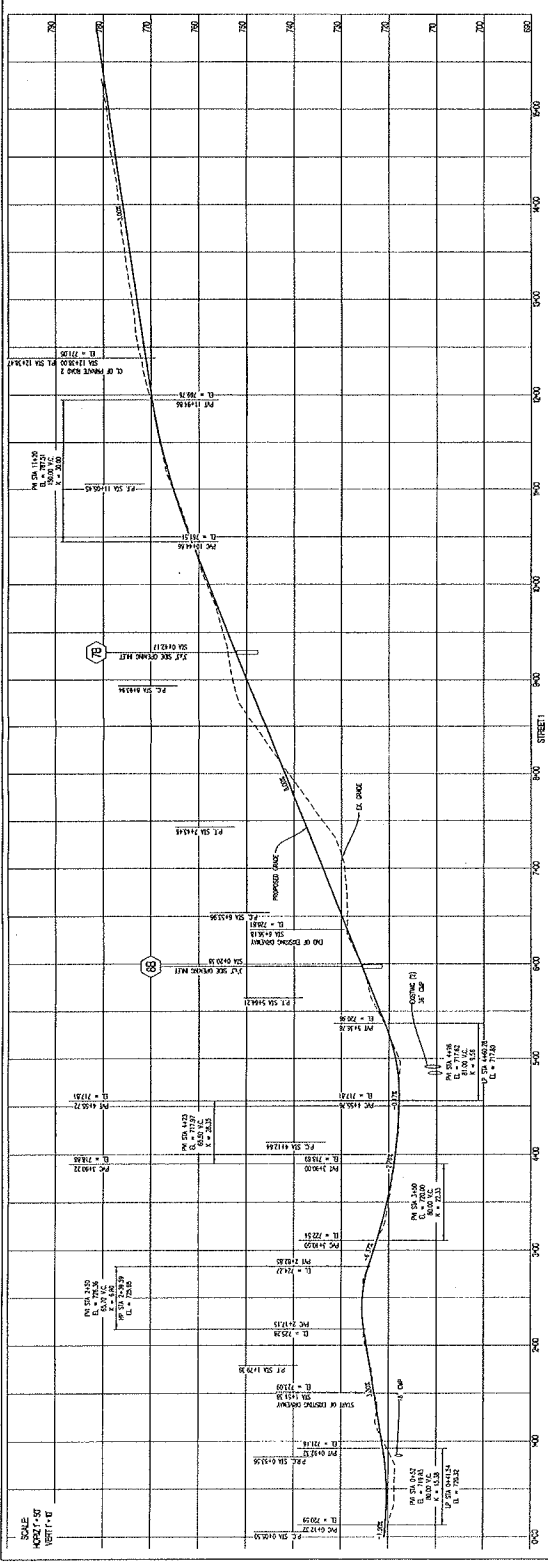


PROCKETT
 ENGINEERING CONSULTANTS
 10000 N. W. 10th St.
 Overland Park, MO 66211
 (913) 666-1000
 www.prockett.com

OWNERS
 TOALSON ESTATES
 10000 N. W. 10th St.
 Overland Park, MO 66211

TOALSON ESTATES
 A SUBDIVISION LOCATED IN
 SECTION 8, TOWNSHIP 47 NORTH, RANGE 10 WEST
 COLUMBIA, BOONE COUNTY, MISSOURI

SHEET	CE-4
PROJECTING	
DRAWN	
DESIGNED	
BY	
PROJECTING	
DATE	



SCALE
 HORIZONTAL - 1" = 50'
 VERTICAL - 1" = 10'

SCALE
 HORIZONTAL - 1" = 50'
 VERTICAL - 1" = 10'

REVISIONS
NO. DATE DESCRIPTION



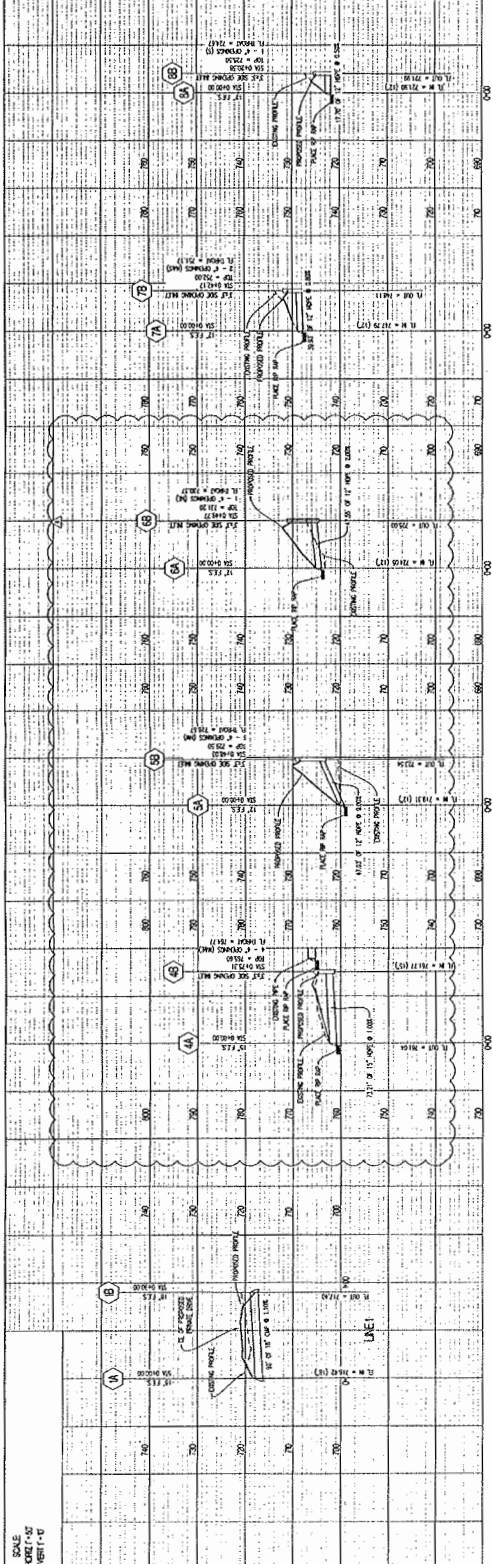
PROCKETT
ENGINEERS & ARCHITECTS
1111 N. GARDEN ST.
ST. LOUIS, MO. 63102
TEL: 314.433.1111
WWW.PROCKETT-ENR.COM

OWNER
TOLSON & WOODRUFF
COLUMBIA, MISSOURI

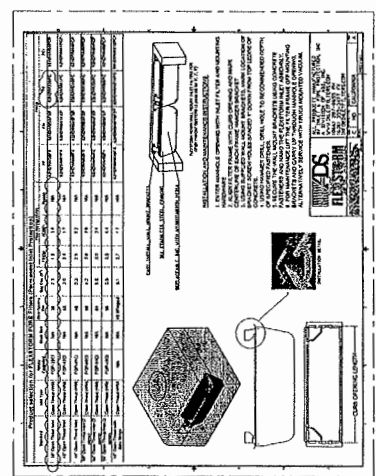
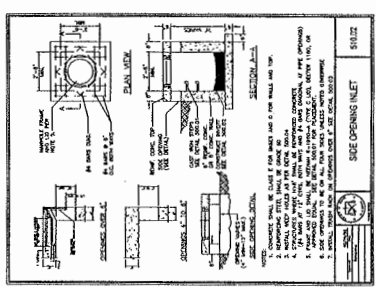
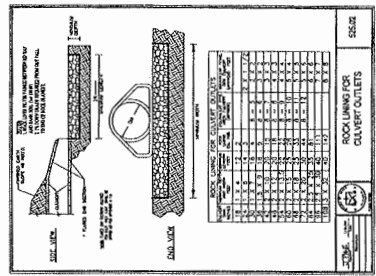
TOALSON ESTATES
A SUBDIVISION LOCATED IN
SECTION 8, TOWNSHIP 47 NORTH, RANGE 9 WEST
COLUMBIA, BOONE COUNTY, MISSOURI

DRAWING NUMBER: SUPPLEMENTAL MET DETAILS AND CONSTRUCTION DETAILS

DESIGNED: TJC
DRAWN: RMW
PROJECT NO.: 0028
SHEET: C66



SCALE
HORIZ. 1"=50'
VERT. 1"=10'



ROCK LINING FOR
CULVERT OUTLETS

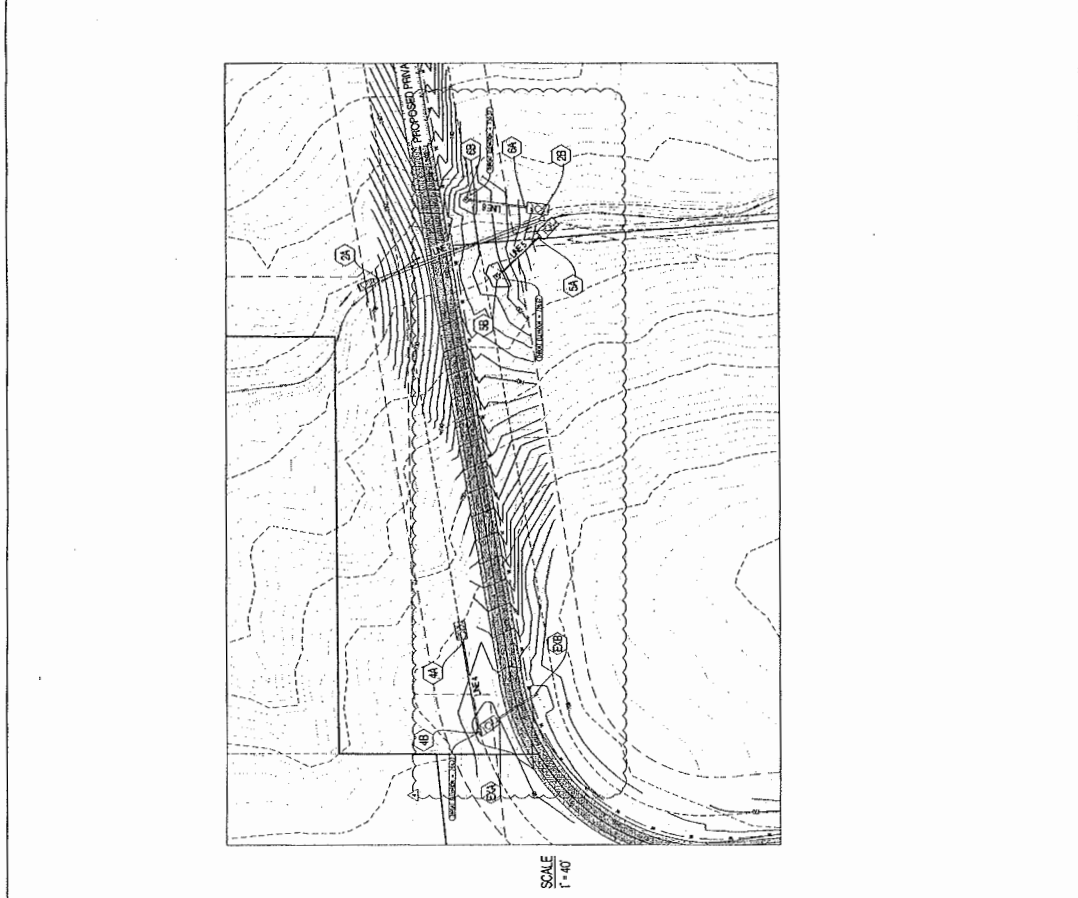
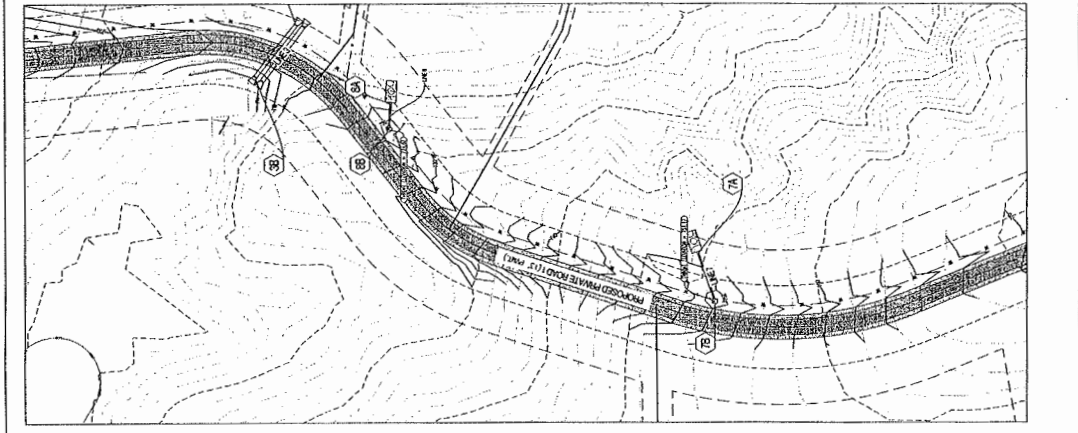
SIDE OPENING INLET

SIDE OPENING INLET

<p>TOALSON ESTATES A SUBDIVISION LOCATED IN SECTION 8, TOWNSHIP 47 NORTH, RANGE 13 WEST COLUMBIA, BOONE COUNTY, MISSOURI</p>		<p>OWNERS TOALSON ESTATES INCORPORATED 602 KENTUCKY</p>	<p>DESIGNED: BDC DRAWN: BDC PROJECT NO.: 1001 SHEET: C37</p>
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LEGEND OF SYMBOLS:

- EXISTING ROAD
- PROPOSED ROAD
- CENTER LINE L&C
- PROPOSED L&C
- BOUNDARY L&C
- EXISTING DRAINAGE
- PROPOSED DRAINAGE
- EXISTING ELEVATION
- PROPOSED ELEVATION
- EXISTING SPUR
- PROPOSED SPUR
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING CURB
- PROPOSED CURB
- EXISTING UTILITY
- PROPOSED UTILITY
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SCALE 1" = 40'

Private Road Bonding Cost Estimate
Toalson Estates
May 31, 2017

PAVING

Private Road 1: 3-inch Asphalt Pavement

Segment	Length in Lineal Feet (LF)	Width in feet	Area in square yards
Station 0+00 to 0+80±	80	40	355.6
Station 0+80 to 16+00±	1520	13	2,195.6
Hammerhead	120	13	173.3
TOTAL	1,720	varies	2,724.5

Private Road 2: 3-inch Asphalt Pavement

Segment	Length in Lineal Feet (LF)	Width in Feet	Area in Square Yards
0+00 to 14+00	1,400	13	2,022.2
Hammerhead	60	13	86.7
TOTAL	1,460	13	2,108.9

Total 3-inch Asphalt Pavement Area = 2,724.5 LF + 2,108.9 LF = 4,833.4 square yards

Total Cost 3-inch Asphalt Pavement = 4,833.4 square yards × \$11.48 per square yard = \$55,487.43

SHOULDER INSTALLATION

Furnish and install two 3.5 feet wide, 3-inch thick shoulders constructed of MoDOT Type 5 Aggregate:

$(2 \times 3,180 \text{ LF}) \times 3.5 \text{ feet wide} = 2,473.3 \text{ square yards}$

2,473.3 square yards at 3-inches thick × \$7.00 per square yard = \$17,313.10

AGGREGATE BASE REPAIR

Assume the aggregate base for 5% of the total roadway surface needs to be repaired prior to paving.

Total surface = (80LF × 40-feet wide) + (3100LF × 20-feet wide) = 7,224 square yards

5% × 7,244.4 × \$25 per square yard = \$9,055.50

TOTAL BOND AMOUNT

PAVING	\$55,487
SHOULDER INSTALLATION	\$17,313
AGGREGATE BASE REPAIR	\$9,056
CONTINGENCY (25%)	\$20,464
TOTAL	\$102,320

GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 14th day of July, 2017, by and between Williams N. Toalson, as Trustee of the Gara W. Toalson Revocable Indenture of Trust dated January 7, 1985; Williams N. Toalson and Vickie K. Toalson, husband and wife; and Gara Ann Martin, as Trustee of the Gara Ann Martin Revocable Trust dated August 9, 2000, Grantors, and The Boone County Regional Sewer District, Grantee.

Grantees' mailing address: 1314 N. 7th St, Columbia, MO 65201

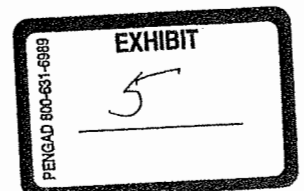
WITNESSETH, Grantor, for and in consideration of the sum of One Dollar and other valuable consideration paid by the Grantees, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN, AND SELL CONVEY AND CONFIRM unto the Grantees the following described Real Estate, situated in the COUNTY of BOONE and State of Missouri, to wit:

WASTE WATER TREATMENT FACILITY 3.94 AC. As shown on the Toalson Estates Plat, Recorded as Instrument No. _____, at Book ____, Page ____, Records of Boone County, Missouri.

Subject to easements and other matters now of record.

TO HAVE AND TO HOLD THE SAME, together with all rights, privileges and appurtenances to the same belonging, unto the Grantees, the Grantor covenanting that it and its heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title of the premises unto the Grantees, and to the Grantees' heirs and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused its president to execute this deed on the day and year first above written.



GRANTORS:

Williams N. Toalson

Williams N. Toalson, as Trustee of the
Gara W. Toalson Revocable Indenture of Trust
dated January 7, 1985, and as an individual;

Vickie K. Toalson

Vickie K. Toalson, an individual,

Gara Ann Martin

Gara Ann Martin, as Trustee of the Gara Ann
Martin Revocable Trust dated August 9, 2000

STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 14th day of July, 2017, before me personally
appeared Williams N. Toalson, and acknowledged that he signed this instrument as his
free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal at my office in Columbia, Missouri, this 14th day of July, 2017.

Cindy L. Felten
NOTARY PUBLIC

My Commission expires: 01-13-21



STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 14th day of July, 2017, before me personally
appeared Vickie K. Toalson, and acknowledged she signed this instrument as her free act
and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal at my office in Columbia, Missouri, this 14th day of July, 2017.

Cindy L. Felten
NOTARY PUBLIC

My Commission expires: 01-13-21



Florida
STATE OF MISSOURI)
Collier)ss.
COUNTY OF BOONE)

On this 13 day of July, 2017, before me personally appeared Gara Ann Martin, and acknowledged she signed this instrument as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, this 13 day of July, 2017.

Marco Island, FL

Cassandra C. Hernandez
NOTARY PUBLIC

My Commission expires:



Cassandra C. Hernandez
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG061874
Expires 1/11/2021

TEMPORARY CONSTRUCTION EASEMENT

THIS temporary construction easement entered into this 14th day of July, 2017 by and between, Williams N. Toalson, as Trustee of the Gara W. Toalson Revocable Indenture of Trust dated January 7, 1985; Williams N. Toalson and Vickie K. Toalson, husband and wife; and Gara Ann Martin, as Trustee of the Gara Ann Martin Revocable Trust dated August 9, 2000 GRANTORS, and, the County of Boone, State of Missouri, a Missouri political subdivision GRANTEE; Grantee's mailing address is: Boone County Resource Management, Attn: Stan Shawver, 801 E. Walnut, Rm. 315, Columbia, MO, 65201;

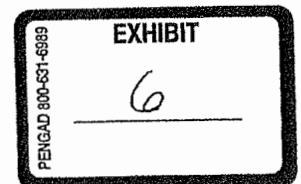
WITNESSETH:

That the Grantors, in consideration of the sum of Ten Dollars (\$10.00), paid by Grantee, the receipt of which is hereby acknowledged, do hereby grant unto Grantee and its agents and contractors a temporary easement and right to enter upon Grantors' lands to do all that Grantee deems necessary or convenient for Grantee to complete construction of road and storm water infrastructure in compliance with the plans for Toalson Estates reviewed for compliance and authorized to proceed by Boone County on 6/20/17, on land situated in the Boone County, Missouri and described as follows:

The private road access 70 foot Ingress/Egress and Utility Easement as shown on the Plat of Toalson Estates recorded as Instrument No. _____, at Book _____, Page _____, Records of Boone County, Missouri.

TO HAVE AND TO HOLD said temporary construction easement and right-of-way unto the Grantee and to its successors and assigns during the period of construction of the Project. Said easement shall cease four years after the date it is recorded in the Records of Boone County, Missouri.

The Grantors covenant that they have the right and authority to make and execute this agreement.



Grantors:

Williams N. Toalson

Williams N. Toalson, as Trustee of the
Gara W. Toalson Revocable Indenture of Trust
dated January 7, 1985, and as an individual;

Vickie K. Toalson

Vickie K. Toalson, an individual,

Gara Ann Martin
Gara Ann Martin, as Trustee of the Gara Ann Martin
Revocable Trust dated August 9, 2000

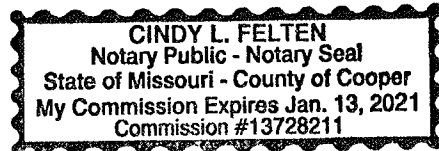
STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 14th day of July, 2017, before me personally
appeared Williams N. Toalson, and acknowledged that he signed this instrument as his
free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal at my office in Columbia, Missouri, this 14th day of July, 2017.

Cindy L. Felten
NOTARY PUBLIC

My Commission expires: 01-13-21



STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 14th day of July, 2017, before me personally appeared Vickie K. Toalson, and acknowledged she signed this instrument as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, this 14th day of July, 2017.

Cindy L. Felten
NOTARY PUBLIC


My Commission expires: 01-13-21



STATE OF Florida)
)ss.
COUNTY OF Collier)

On this 13 day of July, 2017, before me personally appeared Gara Ann Martin, and acknowledged she signed this instrument as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Marco Island, FL, this 13 day of July, 2017.

 Cassandra C. Hernandez
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG061874
My Commission Expires 11/1/2021

Cassandra C. Hernandez
NOTARY PUBLIC



IRREVOCABLE LETTER OF CREDIT

NO. 2100705028

DATE: July 17, 2017

Amount: \$408,895.00

Developers: Williams N. Toalson, as Trustee of the Gara W. Toalson Revocable Indenture of Trust dated January 7, 1985; Williams N. Toalson and Vickie K. Toalson, husband and wife; and Gara Ann Martin, as Trustee of the Gara Ann Martin Revocable Trust dated August 9, 2000

Beneficiary: County of Boone
Attn: Director, Boone County Resource Management
801 E Walnut St, Rm. 315
Columbia, MO 65201

Ladies and Gentlemen:

At the request and for the account of Developers, Landmark Bank, a banking association, issues this irrevocable and unconditional Letter of Credit No. 2100705028 ("Letter of Credit") in the amount of \$408,895.00, effective immediately, in favor of Beneficiary, the County of Boone, expiring on July 17, 2019.

Unless otherwise directed by Beneficiary, on July 18, 2018 Landmark Bank will transfer to Beneficiary from Developers' account with Landmark Bank located at 801 E. Broadway, Columbia, Missouri 65201 the amount of \$276,575.00 to Beneficiary's Account No. 211000837 at Landmark Bank, or such other account as then-designated by the Boone County Treasurer.

Unless otherwise directed by Beneficiary, on July 17, 2019 Landmark Bank will transfer to Beneficiary from Developers' account with Landmark Bank located at 801 E. Broadway, Columbia, Missouri 65201 an additional \$132,320.00 to Beneficiary's Account No. 211000837 at Landmark Bank, or such other account as then-designated by the Boone County Treasurer.



This letter of credit may be extended by an agreement to extend, executed by Developers and Beneficiary, and presented to Landmark Bank within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt from the Beneficiary, from time to time, of a written reduction certificate in substantially the same form as Exhibit "A", attached hereto, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive that written reduction certificate.

This letter of credit sets forth our undertaking in full, and this undertaking shall not in any way be modified, amended, amplified, or limited, except by any extension agreement as above referenced or by a document in substantially the same form as Exhibit "A".

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By: Steve Tanzey

Print: Steve Tanzey

Title: Senior Credit Executive

Exhibit "A"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

Date

Landmark Bank
801 E. Broadway
Columbia, Missouri 65201
Attention: Steven Tanzey, Senior VP

Re: Landmark Bank Letter of Credit No.:
Dated:
In Favor of Boone County, Missouri on behalf of Williams N. Toalson, as
Trustee of the Gara W. Toalson Revocable Indenture of Trust dated
January 7, 1985; Williams N. Toalson and Vickie K. Toalson, husband
and wife; and Gara Ann Martin, as Trustee of the Gara Ann Martin
Revocable Trust dated August 9, 2000, of Boone County, Missouri

Sir or Madam:

This certificate authorizes reduction in the amount of \$ _____ of the
above letter of credit. The remaining maximum available credit for this letter of credit is
\$ _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director, Boone County
Resource Management

Boone County Clerk

Commission Order: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

20th

day of

July

20 17

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorize the Presiding Commissioner to sign it:

Toalson Estates. S8-T47N-R13W. A-2P. Williams Toalson, owner. David W. Borden, surveyor.

Done this 20th day of July, 2017.

ATTEST:

Art Auer
Art Auer
Interim Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Absent
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the

20th day of July 20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the following:

APPOINT


Name	Board	Period
Donald Waterman	Judicial & Law Enforcement Task Force	August 1, 2017 through July 31, 2020


RE-APPOINT

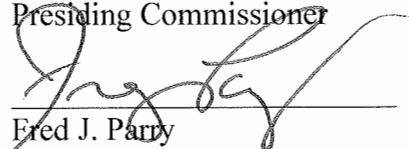
Name	Board	Period
Richard Shanker	Building Code Commission	August 1, 2017 through July 31, 2019


Done this 20th day of July, 2017.

ATTEST:


Art Auer
Interim Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

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



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

*7-2-15 - Unaffiliated info
still correct. Haven't lost work
this one again. Q*

*Term Effective 8/8/2013
Term Expires 8/8/2015
expiring 7-17-17 @ Staff mtg*

*Continued 7-2-15
unaffiliated info Q*

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Building Code Commission Term: 6/23/2011

Current Township: _____ Today's Date: 6/23/2011

Name: Richard Shanker

Home Address: 1829 Cliff Drive Zip Code: 65201

Business Address: P.O. BOX Zip Code: 65205

Home Phone: 573-9752035 Work Phone: _____
Fax: 8442-9473 E-mail: _____

Qualifications: CONSTRUCTION INDUSTRY 30 YEARS
COLUMBIA BUILDING CODES COMMISSIONER
MEMBER COLUMBIA ELECTRICAL BOARD
PLUMBING
BOONE COUNTY IWA

Past Community Service: SEE ABOVE AND AIRPORT ADVISORY BOARD

References: JOHN SUDDITH CITY OF COLUMBIA
" SIFON " " "
NADINE DAVIS " " "

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

[Signature]
Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

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



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Judicial & Law Enforcement Task Force

Name: Donald E. Waterman

Home Address: 1605 Kenilworth Drive

City: Columbia **Zip Code:** 65203

Business Address: _____

City: _____ **Zip Code:** _____

At which address would you prefer to be contacted?

E-mail: donwaterman2001@yahoo.com

Phone (Home): 573-864-8740 **Phone (Work):** 573-886-7100

Fax: _____

Qualifications:

Retired military (24 years active duty, U.S. Navy); MA Mental Health Counseling, Trinity International University; Columbia Resident 2001-2010 and 2013-Present

Past Community Service:

2016 Candidate for Missouri House, 46th District.

References:

Dr. Bea Smith, Dean Emeritus, University of Missouri; Dr Peter Markey, Professor of Philosophy, University of Missouri; John Tinnin, Director of Counseling Services, The Crossing Church, Columbia, MO

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

**Return Application
To:**

**Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311**

An Affirmative Action/Equal Opportunity Institution

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the 20th day of July 20 17

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, July 25, 2017, at 2:00 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 20th day of July, 2017.

ATTEST:

Art Auer
Art Auer
Interim Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Absent
Janet M. Thompson
District II Commissioner