

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

6th

day of September

20 11

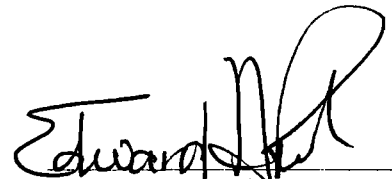
the following, among other proceedings, were had, viz:

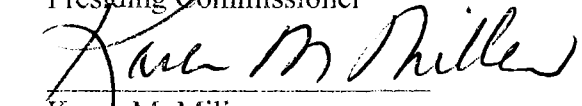
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 18653 Old Route A (parcel # 24-804-34-00-009.00 01).

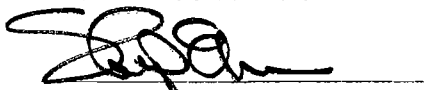
Done this 6th day of September, 2011.

ATTEST:

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


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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

In Re: Nuisance Abatement)	September Session
18653 Old Route A)	August Adjourned
Ashland, MO 65010)	Term 2011
)	Commission Order No. <u>354-2011</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 6th day of September 2011, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches tall on premises.
4. The location of the public nuisance is as follows: 18653 Old Route A, SE PT NE NW SUR 360-615 a/k/a parcel # 24-804-34-00-009.00 01 section 34, Township 46, Range 12 as shown by deed book 3818 page 0169, Boone County
5. The specific violation of the Code is: weeds in excess of twelve inches tall in violation of section 6.7 of the Code. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 23rd day of May, 2011, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

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

Order For Abatement Chargeable As a Special Assessment To The Property

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

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

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

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

18653 Old Route A
pictures taken 7/27/11



ACTIVITY LOG
18653 Old Route A

5/22/11 citizen complaint received

5/23/11 notice sent via Certified Mail

6/18/11 notice returned to Health Department as unclaimed

6/30/11 notice of declaration of public nuisance and order of abatement posted in Columbia daily tribune

7/22/11 Hearing notice sent via First Class Mail

7/27/11 pictures taken

7/27/11 left messages for owner on cellular phone and home phone

7/29/11 in preparation of documents for the hearing, it was discovered that the property was foreclosed on 6/29/11 making Bank of America the new owner

8/1/11 new notice sent to Bank of America via Certified Mail

8/4/11 notice signed for by Bank of America

8/25/11 hearing notice sent via First Class Mail

This property was cited for an onsite sewage violation in 2009, the Health Department abated the weeds on the property in 2010. The home is currently vacant and has been foreclosed.



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Bank of America
2780 Lake Vista Drive
Lewisville, TX 75067-3884

An inspection of the property you own located at 18653 Old Route A (parcel # 24-804-34-00-009.00 01) was conducted on May 23, 2011 and revealed growth of weeds in excess of 12 inches high on the premises. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, September 6, 2011 at 9:30 AM in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

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

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

Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 25 day of August, 2011 by ON.

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



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

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

Bank of America
2780 Lake Vista Drive
Lewisville, TX 75067-3884

An inspection of the property you own located at 18653 Old Route A (parcel # 24-804-34-00-009.00 01) was conducted on May 23, 2011 and revealed growth of weeds in excess of twelve inches high on the premises.

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

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

Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 01 day of August 2011 by ON

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

Parcel 24-804-34-00-009.00 01 **Property Location** 18653 OLD RTE A
 City Road COUNTY ROAD DISTRICT (CO) School ASHLAND (R1)
 Library BOONE COUNTY (L1) Fire SOUTHERN BOONE COUNTY (F2)

Owner BANK OF AMERICA
 Address 2780 LAKE VISTA DR
 City, State Zip LEWISVILLE, TX 75067-3884

Subdivision Plat Book/Page
 Section/Township/Range 34 46 12

Legal Description SE PT NE NW (SUR 360-615)
 Deeded Acreage 1

Deed Book/Page 3818 0169 3815 0203 3152 0132 1572 0247

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	10,500	83,900	94,400	RI	1,995	15,941	17,936
Totals	10,500	83,900	94,400	Totals	1,995	15,941	17,936

Previous Year's Tax
 Year 2010 Amount \$1,001.52

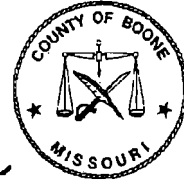
Residence Description

Year Built 1968 (Estimate)
 Use SINGLE FAMILY (101)

Basement	FULL (4)	Attic	NONE (1)
Bedrooms	2	Main Area	1,656
Full Bath	1	Finished Basement Area	432
Half Bath	1		
Total Rooms	5	Total Square Feet	2,088

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

Instrument Type WD
Recording Fee \$30.00 S
No of Pages 3



Bettie Johnson
Bettie Johnson, Recorder of Deeds

GENERAL WARRANTY DEED

MS File No. 112755.235697 DIL

Date of Document: June 29, 2011

Grantor: Annie Faye Goudschaal, A Single Person
18653 South Old Route A
Hartsburg, MO 65039

Grantee: Bank of America, National Association as successor by
merger to LaSalle Bank National Association, as Trustee for
Certificateholders of Bear Stearns Asset Backed Securities I
LLC, Asset-Backed Certificates, Series 2005-HE7
2780 Lake Vista Drive
Lewisville, TX 75067-3884

Deed of Trust recorded in book 2678, page 44

Legal Description: ONE ACRE, MORE OR LESS, IN THE NORTHEAST QUARTER
(NE 1/4), OF THE NORTHWEST QUARTER (NW 1/4) OF
SECTION THIRTY-FOUR (34), TOWNSHIP FORTY-SIX (46)
NORTH, RANGE TWELVE (12) WEST, AS DESCRIBED BY
SURVEY RECORDED BOOK 360, PAGE 615, BOONE COUNTY,
MISSOURI RECORDS.

THIS INDENTURE made by and between Annie Faye Goudschaal, A Single
Person, 18653 South Old Route A Hartsburg, MO 65039, hereinafter called Grantor,
whether one or more, and Bank of America, National Association as successor by
merger to LaSalle Bank National Association, as Trustee for Certificateholders of Bear
Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2005-HE7,
2780 Lake Vista Drive, Lewisville, TX 75067-3884, its successors and assigns
hereinafter called Grantee.

WITNESSETH, that Grantor, with the approval and consent Grantee, who is the
owner and holder of the herein described deed of trust and the indebtedness secured

thereby, for and in consideration of Ten Dollars (\$10.00) paid by Grantee, to be received by Grantor upon delivery of possession of said property to Grantee, and in consideration of the full satisfaction, cancellation and release by Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for Certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2005-HE7 of the indebtedness and lien affecting the property described herein, of that certain deed of trust dated February 18, 2005 and recorded in book 2678, page 44, in the office of the Recorder of Deeds for the County of Boone County, Missouri, do by these presents grant, bargain and sell, alien, assign, release, convey and confirm unto Grantee and to its successors and assigns, all the above described land and property situated in County of Boone County, Missouri.

TO HAVE AND TO HOLD the same together with all and singular the rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; and all reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of the said Grantor, either in law or equity, this deed is an absolute grant of title in effect as well as in form and is not intended as a deed of trust, trust conveyance, or security of any kind.

And said Grantor for themselves and for their heirs, executors, or administrator, covenant that at the delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible estate of inheritance, in fee simple, of all and singular, the above granted premises; that the same are free, clear and unencumbered of all other grants, titles, liens, charges, estates, judgments, taxes, assessments and encumbrance of what nature and kind so ever; and that they will **WARRANT AND FOREVER DEFEND** the same unto said grantee, her successors and assigns, against every person whosoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand the day and year first above written.

BALANCE OF PAGE LEFT BLANK

Annie Goudschaal
Annie Faye Goudschaal

State of MISSOURI)
County of BOONE) SS

On this 29th day of June, 2011, before me personally appeared Annie Faye Goudschaal, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

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

SUSAN M. GREENFIELD
Notary Public - Notary Seal
State of Missouri, County of Boone
Commission # 08479801
My Commission Expires Oct. 2, 2012

Susan M. Greenfield
NOTARY PUBLIC
Susan M. Greenfield

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YOUR LABEL NUMBER	SERVICE	STATUS OF YOUR ITEM	DATE & TIME	LOCATION	FEATURES
7011115000086647546		Delivered	August 04, 2011, 10:18 am	LEWISVILLE, TX 75029	Certified Mail™
		Arrival at Unit	August 03, 2011, 9:01 am	LEWISVILLE, TX 75067	
		Processed through Sort Facility	August 03, 2011, 2:17 am	COPPELL, TX 75099	

Check on Another Item

What's your label (or receipt) number?

LEGAL

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee X
1. Article Addressed to: Bank Of America 2780 Lake Vista Drive Lewisville, TX 75067-3884	B. Received by (Printed Name) C. Date of Delivery 8/1/11
2. Article Number (Transfer from service label)	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
PS Form 3811, February 2004	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input checked="" type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes

7011 1150 0000 8664 7546

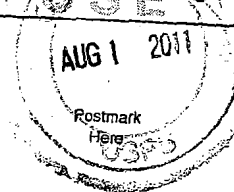
Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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For delivery information visit our website at www.usps.com

OFFICIAL USE

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Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Paid	\$ 5.57


 Postmark Here

7011 1150 0000 8664 7546

Sent To: Bank Of America
 Street, Ap or PO Box: 2780 Lake Vista Drive
 City, State: Lewisville, TX 75067-3884

PS Form 3811, February 2004



HEARING NOTICE

Annie Faye Goudschaal
PO Box 742
Ashland, MO 65010

An inspection of the property you own located at 18653 Old Route A (parcel # 24-804-34-00-009.00 01) was conducted on May 23, 2011 and revealed growth of weeds in excess of 12 inches high on the premises. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 4, 2011 at 1:30 PM in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

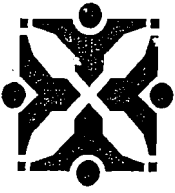
If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for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

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

Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 22 day of July, 2011
by [Signature].



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

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

Annie Faye Goudschaal
PO Box 742
Ashland, MO 65010

An inspection of the property you own located at 18653 Old Route A (parcel # 24-804-34-00-009.00 01) was conducted on May 23, 2011 and revealed growth of weeds in excess of twelve inches high on the premises.

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

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

Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 02 day of June 2011 by DN

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





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

BILLING PERIOD		ADVERTISER/CLIENT NAME
06/24/11 - 06/30/11		CC HEALTH DEPT
TOTAL AMOUNT DUE	INVOICE NUMBER	TERMS OF PAYMENT
130.83	1148941	Due 30 Days

PAGE #	BILLING DATE	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER
1	06/30/11	10195	

INVOICE

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

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

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	NEWSPAPER REFERENCE	DESCRIPTION - OTHER COMMENTS / CHARGES	SAU SIZE BILLED UNITS	TIMES RUN RATE	BALANCE
06/29	AD CLASS: 806734	Classified Line Fletcher	1x74L	1	65.86
06/29	806831	1000 1324846	74L		
06/30	806831	Goudschaal	1x73L	1	64.97
06/30		1000 1325125	73L		
		Ad Class Totals:	\$130.83	147.000 line	

PLEASE PAY THIS AMOUNT 

130.83

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

INVOICE NUMBER		ADVERTISER INFORMATION		
1148941		BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER / CLIENT NAME
		06/24/11 - 06/30/11	10195	CC HEALTH DEPT

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
County of Boone)

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

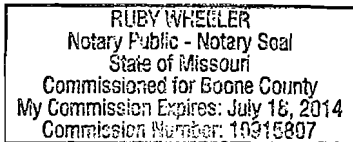
- 1st Insertion _____ June 30, 2011
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

\$64.97
Printer's Fee

By: Samantha Offutt
Samantha Offutt

Subscribed & sworn to before me this 5 day of July, 2011

[Signature]
Notary Public



NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: Annie Faye Goudschaal
PO Box 742
Ashland, MO 65010

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

Property Description:
18653 Old Route A parcel number 24-804-34-00-009.00 01 Boone County, Missouri as shown by deed book 3152 page 0132

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

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

Date of Declaration, Order and Publication: _____

Stephanie Browning,
Director, Columbia/Boone County Health Department

INSERTION DATE: June 30, 2011.

NOTICE OF DECLARATION OF PUBLIC NUISANCE
AND ORDER OF ABATEMENT

To: Annie Faye Goudschaal
PO Box 742
Ashland, MO 65010

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

Property Description: 18653 Old Route A parcel number 24-804-34-00-009.00 01
Boone County, Missouri as shown by deed book 3152 page 0132

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

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

Date of Declaration, Order and Publication:_____

Stephanie Browning, Director, Columbia/Boone County Health Department

Parcel 24-804-34-00-009.00 01 **Property Location** 18653 OLD RTE A
 City Road COUNTY ROAD DISTRICT (CO) School ASHLAND (R1)
 Library BOONE COUNTY (L1) Fire SOUTHERN BOONE COUNTY (F2)

Owner GOUDSCHAAL ANNIE FAYE
 Address PO BOX 742
 City, State Zip ASHLAND, MO 65010-0742

Subdivision Plat Book/Page
 Section/Township/Range 34 46 12

Legal Description SE PT NE NW (SUR 360-615)
 Deeded Acreage 1

Deed Book/Page 3152 0132 1572 0247

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	10,500	83,900	94,400	RI	1,995	15,941	17,936
Totals	10,500	83,900	94,400	Totals	1,995	15,941	17,936

Previous Year's Tax
 Year 2010 Amount \$1,001.52

Residence Description

Year Built 1968 (Estimate)
 Use SINGLE FAMILY (101)

JUN 02 2011

Basement FULL (4) Attic NONE (1)
 Bedrooms 2 Main Area 1,656
 Full Bath 1 Finished Basement Area 432
 Half Bath 1
 Total Rooms 5 Total Square Feet 2,088

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

*not recorded 6/20/11 ke
 657 5577*



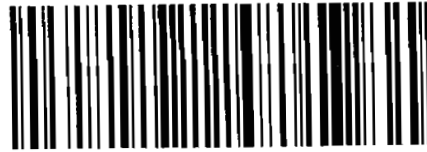
CITY OF COLUMBIA/



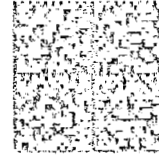
DEPARTMENT

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

CERTIFIED MAIL™



7009 2250 0000 8338 4391



UNITED STATES POSTAGE
\$ 05.59
MAILED FROM ZIP CODE 65205

HAZARD AND/OR NUISANCE AND OR

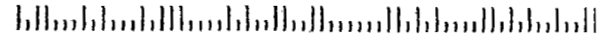
Annie Faye Goudschaal
O Box 742
Ashland, MO 65010

NIXIE 631 DE 1 00 06/22/11

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 65205601515 *2760-02854-02-39

650100742 6007
65205@6015



6-3
6-9
18

7009 2250 0000 8338 4391

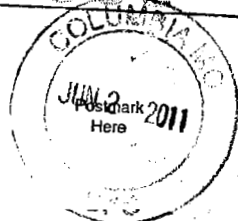
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

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

Sent To: Annie Faye Goudschaal
Street, Apt or PO Box: P.O. Box 742
City, State: Ashland, MO 65010

PS Form 3826, June 2010 See Reverse for Instructions



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 6th day of September 20 11

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 1606 E. Tower Drive (parcel # 12-417-19-01-001.00 01).

Done this 6th day of September, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

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

In Re: Nuisance Abatement)	September Session
1606 E. Tower Drive)	July Adjourned
Columbia, MO 65202)	Term 2011
)	Commission Order No. <u>355-2011</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 6th day of September 2011, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash, rubbish and garbage
4. The location of the public nuisance is as follows: 1606 E. Tower Drive, a/k/a parcel# 12-417-19-01-001.00 01, Section 19, Township 49, Range 12 as shown in deed book 1454 page 0126, Boone County
5. The specific violation of the Code is: junk, trash, rubbish and garbage in violation of section 6.5 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 2nd day of August 2011, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public

nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

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

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

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

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

TAKEN 8/25/11 @ ~ 2:30 PM
1606 E. TOWER DRIVE





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

HEARING NOTICE

DIVISION OF ENVIRONMENTAL HEALTH

Billy Miller, Jr.
PO Box 111
Hallsville, MO 65255

An inspection of the property you own located at 1606 E. Tower Drive (parcel # 12-417-19-01-001.00 01) was conducted on July 5, 2011 and revealed trash, junk, rubbish and garbage on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, September 6, 2011 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

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

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

Sincerely,

Kristine Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 23 day of August 2011 by DM.

1005 W. WORLEY ST. • P.O. BOX 6015 • COLUMBIA, MISSOURI 65205-6015
(573) 874-7346 • TTY (573) 874-7356 • FAX (573) 817-6407
www.GoColumbiaMo.com

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER/SERVICES PROVIDED ON A NONDISCRIMINATORY BASIS

Billy Miller, Jr.
1606 E. Tower Drive - trash violation
TIMELINE

- 7/5/11: citizen complaint received
- 7/5/11: initial inspection conducted
- 7/7/11: certified notice of violation sent to owner – owner never signed for notice
- 8/2/11: notice posted in newspaper
- 8/22/11: reinspection conducted – violation not abated
- 8/23/11: hearing notice sent
- 8/25/11: pictures taken at ~ 2:30 pm

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
County of Boone)

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

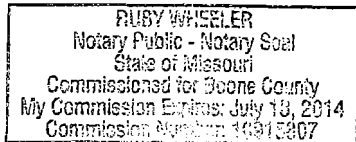
- 1st Insertion _____ August 2, 2011
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
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- 14th Insertion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

\$63.19
Printer's Fee

By: Samantha Offutt
Samantha Offutt

Subscribed & sworn to before me this 2 day of August, 2011

[Signature]
Notary Public



NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: Billy Miller Jr.
PO Box 111
Hallsville, MO 65255

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

Property Description:
Gas Light Acres Subdivision, Block 2, Lot 12 & W 34 FT Lot 13, a/k/a 1606 E. Tower Drive, Columbia, Missouri as shown by deed book 1454 page 0126

Type of Nuisance:
Trash, junk, rubbish and garbage

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

Date of Declaration, Order and Publication: _____

Stephanie Browning,
Director, Columbia/Boone County Health Department

INSERTION DATE: August 2, 2011.

Parcel 12-417-19-01-001.00 01

Property Location 1606 E TOWER DR

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

Owner MILLER BILLY JR
Address PO BOX 111
City, State Zip HALLSVILLE, MO 65255

Subdivision Plat Book/Page 0008 0008
Section/Township/Range 19 49 12

Legal Description GAS LIGHT ACRES BLK 2
LOT 12 & W 34 FT LOT 13
Lot Size 130.05 x 128
Irregular shape Y

Deed Book/Page 1454 0126 1310 0382

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	11,300	57,000	68,300	RI	2,147	10,830	12,977
Totals	11,300	57,000	68,300	Totals	2,147	10,830	12,977

Previous Year's Tax
Year 2010 Amount \$790.01

Residence Description

Year Built 1977 (Estimate)
Use SINGLE FAMILY (101)

Basement	FULL (4)	Attic	NONE (1)
Bedrooms	4	Main Area	1,080
Full Bath	1	Finished Basement Area	154
Half Bath	0		
Total Rooms	7	Total Square Feet	1,234

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

CORPORATION GENERAL WARRANTY DEED 126

This is a legally binding contract. If not understood, seek competent advice.

THIS INDENTURE, made this 21st day of August, 1998, by and between STATE BANK OF HALLSVILLE

a corporation of the State of Missouri, Party of the First Part, Grantor, and BILLY MILLER, JR., A SINGLE PERSON 11251 HECHT RD. HALLSVILLE, MO 65255

Party or Parties of the Second Part, of the County of BOONE, State of Missouri, Grantee; Grantee's Mailing Address:

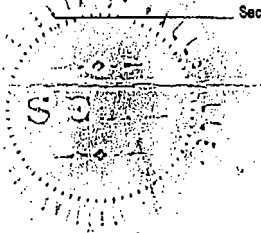
WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of Ten Dollars and other valuable consideration paid by the Party or Parties of the Second Part, the receipt whereof is hereby acknowledged, and by virtue and in pursuance of a resolution of the Board of Directors of said Party of the First Part, a corporation, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Party or Parties of the Second Part, their heirs and assigns, the following described estate, situated in the County of BOONE, State of Missouri, to-wit:

LOT TWELVE (12) AND THE WEST THIRTY-FOUR (34) FEET OF LOT THIRTEEN (13) OF GAS LIGHT ACRES, BLOCK 2 AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 8, PAGE 8, RECORDS OF BOONE COUNTY, MISSOURI.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD the same, with all and singular the rights, privileges, appurtenances and amenities thereto belonging or in any wise appertaining, unto the said Party or Parties of the Second Part and their heirs and assigns, FOREVER, and the said Party of the First Part hereby covenants that it is lawfully seized of an indeleasible estate in fee simple in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances whatsoever done or suffered by it or those under whom it claims; that it will make and execute such other and further assurances and do such other acts and things as may be necessary for perfecting the title and confirming the premises hereby granted; and that it will warrant and defend the title to said premises unto the said Party or Parties of the Second Part and their heirs and assigns, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the year 1998, special assessments becoming a lien after the date of this deed

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed by its SENIOR LENDING OFFICER, President, attested by its Secretary, and its corporate seal here'to affixed, the day and year first above written.



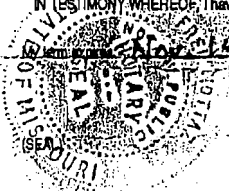
(Corporate Seal)

STATE BANK OF Hallsville
A Corporation
By GENE GRUENENFELDER, SENIOR LENDING OFFICER, President
Attest EVELYN RICHARD, Secretary

STATE OF MISSOURI

COUNTY OF BOONE } ss.
On this 21st day of August, 1998, before me appeared GENE GRUENENFELDER to me personally known, who being by me duly sworn (or affirmed) did say that he is the SENIOR LENDING OFFICER, President of the Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said SENIOR LENDING OFFICER, President acknowledged said instrument to be free of act and deed of said corporation.

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



Fred Mottaz, Notary Public
Fred Mottaz (Print or Type name of Notary Public)

STATE OF MISSOURI

COUNTY OF } ss.
I, the undersigned Recorder of Deeds for said County and State do hereby certify that the foregoing instrument of writing was filed for record in my office on the ___ day of ___ at ___ o'clock and ___ minutes M. and is truly recorded in Book ___ Page ___

Recorder of Deeds
Deputy

A MISSOURI AFFIDAVIT AS TO REAL ESTATE IS ATTACHED & IS PART OF THIS Warranty Deed.

Filed for record August 17, 1998 at 1:44:01 PM in Boone Co. REC 7
Document No. 25337 recorded in Book 1454 Page 126
Bette Johnson, Recorder of Deeds

Boone County, Missouri Unofficial Document

128

STATE OF MISSOURI)
COUNTY OF BOONE) SS.

Document No. 25317



I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 17th day of September, 1998 at 1 o'clock and 44:01 minutes PM and is truly recorded in Book 1454 Page 126.

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

BETTIE JOHNSON, RECORDER OF DEEDS

by Linda Schaper deputy

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 6th day of September 20 11

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

Now on this day the County Commission of the County of Boone does hereby rescind Commission Order 300-2011 as it pertains to the receipt and acceptance of the Parker Subdivision Plat. This action is taken at the written request of the property owner, the Charles-Mona Parker Trust, and prior to the said Plat being officially recorded with the Boone County Recorder of Deeds.

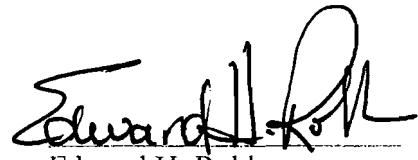
This action does not impact the Commission's receipt and acceptance of the other subdivision plats listed on Commission Order 300-2011, said subdivisions being:

- Rolling Creek Estates Plat 2.
- Tutt Estates.
- Knapp Subdivision.

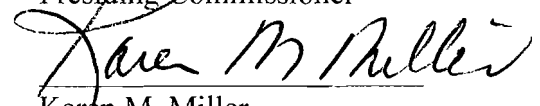
Done this 6th day of September, 2011.

ATTEST:

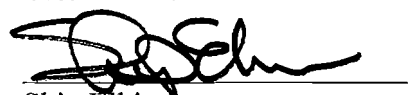
Wendy S. Noren cc
Wendy S. Noren
Clerk of the County Commission



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

TO: Boone County Commission
County Government Building
801 East Walnut
Columbia, Mo. 65201

Due to unforeseen circumstances the Charles-Mona Parker Trust Established by Revocable Living Trust indenture dated the 21st day of April, 1997 request to rescind the approval of Parker Subdivision commission order 300-2011.

Charla Smith Trustee
Charla Smith Trustee

State of Louisiana)
) SS.
Ascension Parish)

On this 15th day of August, in the year 2011, Before me, a notary public in and for said state, personally appeared Charla Smith Trustee of the Charles-Mona Parker Trust established by Revocable Living Trust indenture dated the 21st day of April, 1997, who bein by me duly sworn, acknowledged that they executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority by said trust to execute the same.

In testimony whereof, I have hereunto set my hand and affixed my official seal.

Notary Public

Commissioned for life

Hazel Semper, Notary Public
Ascension Parish, Louisiana
ID No. 78195 - Commissioned for Life

NOTARY ATTESTS TO SIGNATURE ONLY AND
NOT TO THE CONTENTS OF THIS DOCUMENT.
NO LEGAL SERVICES WERE PROVIDED.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 6th day of September 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the addendum to the tax collection agreement between the City of Columbia, Missouri, the Downtown Community Improvement District, Boone County, Missouri, Tom Schauwecker, Wendy Noren, and Patricia Lensmeyer. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 6th day of September, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

021053

Introduced by McDavid

First Reading 8-1-11

Second Reading 8-15-11

Ordinance No. 021053

Council Bill No. B 209-11

AN ORDINANCE

authorizing the City Manager to execute an addendum to the tax collection agreement with the County of Boone; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an addendum to the tax collection agreement with the County of Boone. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 15th day of August, 2011.

ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

City of Columbia, Missouri
City Clerk's Office

**ADDENDUM TO
TAX COLLECTION AGREEMENT**
(Amended 7-4-2011)

THIS ADDENDUM, made and entered into this 6 day of September, 2011, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and The Downtown Community Improvement District, hereinafter called the "Downtown Community Improvement District" and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County" and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Wendy S. Noren, Boone County Clerk, hereinafter called the "Clerk", and Patricia S. Lensmeyer, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the City and County have an existing Tax Collection Agreement, authorized by the City on June 15, 2009 in Ordinance No.: 20308, Council Bill No.: B 153-09, and by the County on July 9, 2009, in Commission Order 317-2009, hereinafter referred to as the "2009 Tax Collection Agreement"; and

WHEREAS, the 2009 Tax Collection Agreement contemplated that the County, by and through its County Collector, would collect the real estate taxes assessed for the Special Business District created March 19, 1979 by City Ordinance Number 008176; and

WHEREAS, the County Collector has collected the Special Business District's real estate taxes in accordance with the 2009 Tax Collection Agreement between the County and the City for all such taxes levied through 2010; and

WHEREAS, the Special Business District, although not legally dissolved, does not plan to levy any additional real estate taxes, as it has been supplanted by the creation of the Downtown Community Improvement District, which was created by Columbia City Ordinance 20866, Council Bill No.: B 17-11A ; and

WHEREAS, the Downtown Community Improvement District does intend to levy a "special assessment" on real estate located within the boundaries of said District; and

WHEREAS, by virtue of SB 117 (2011), signed by the Governor of Missouri on June 9, 2011, which made certain modifications to RSMo §67.1521.5, a Community Improvement District's "special assessments" may be collected by the County Collector in the same manner as real estate taxes are collected, and delinquent special assessments are governed by the laws concerning delinquent and back taxes; and

WHEREAS, the County, City, and the Downtown Community Improvement District wish to enter into an Addendum to the 2009 Tax Collection Agreement to provide for the collection of the Downtown Community Improvement District's "special assessments" in lieu of the collection of the Special Business District's real estate tax levy; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the City for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

1. The 2009 Tax Collection Agreement is incorporated herein by reference.
2. The County Collector is authorized to continue collection activities relating to any pending, delinquent tax levies previously issued by the Special Business District prior to 12/31/2010 and distribute any collections related to said delinquent levies as contemplated in the 2009 Tax Collection Agreement. The County Collector is not obligated to and will not collect under this Tax Collection Agreement any tax levies issued by the Special Business District from and after 1/1/2011.
3. The Downtown Community Improvement District, by and through its Board of Directors, agrees that the "special assessment" that it intends to levy can and should be collected by the County Collector in accordance with the terms and conditions of the 2009 Tax Collection Agreement.
4. The parties agree that the Downtown Community Improvement District and its "special assessment" shall be substituted for the references to the Special Business District and its real estate tax levy in the 2009 Tax Collection Agreement whenever the context requires to effectuate the intent of this Addendum, which is to authorize and empower the County Collector to collect the Downtown Community Improvement District's "special

assessments" in lieu of the collection of the real estate tax formerly levied by the Special Business District, and further agree to the following, specific changes:

- a. Section "V" is amended to provide that the Downtown Community Improvement District shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the Downtown Community Improvement District.
- b. Section "VI" is amended to state that said distributions will occur on a not less than monthly basis at the same time as Collector makes other distributions.
- c. The parties agree that the Downtown Community Improvement District's collected special assessments shall be subject to the provisions of Section "IX" as if those referenced statutes were equally applicable to said special assessments in order to compensate for the collection and assessment duties contemplated to be undertaken by County herein.
- d. Sections "VII" and "XV" are amended to provide that the Downtown Community Improvement District will set its special assessment in accordance with all applicable law not later than September first of each year, and that the failure of the Downtown Community Improvement District to set its special assessment in accordance with applicable laws by September first of each year shall relieve County and all County officials of responsibilities under this Agreement as to that tax year's special assessment.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

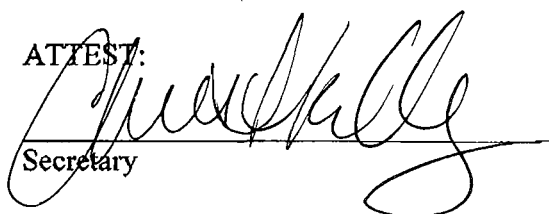
**DOWNTOWN COMMUNITY IMPROVEMENT
DISTRICT**

By:



Chair, Board of Directors

ATTEST:



Secretary

CITY OF COLUMBIA

By:


Mike Matthes, City Manager

ATTEST:



Sheela Amin, City Clerk

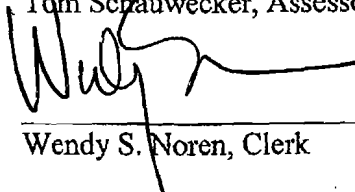
APPROVED AS TO FORM:


Fred Boeckmann, City Attorney

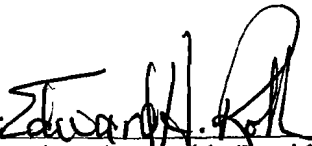
COUNTY OF BOONE:


Patricia S. Lensmeyer, Collector of Revenue

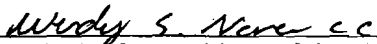

Tdm Schauwecker, Assessor


Wendy S. Noren, Clerk

Boone County Commission

By: 
Edward H. Robb, Presiding Commissioner

ATTEST:


Wendy S. Noren, Clerk of the County Commission

APPROVED AS TO FORM:


Charles J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 6th day of September 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of Callaway County cooperative contract 27 – Body Armor with Ed Roehr Safety Products Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 6th day of September, 2011.

ATTEST:

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

Edward H. Robb
 Edward H. Robb
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: August 4, 2011
RE: Cooperative Contract: 27 – Body Armor

COPY

Purchasing and the Sheriff's Office request permission to utilize Callaway County cooperative contract 27 – *Body Armor* with Ed Roehr Safety Products Company of St. Louis, Missouri.

This is a Term and Supply contract and invoices will be paid from departments 1255 - Corrections, 2902 – Corrections, LE Sales Tax, 1251 - Sheriff, 2901 – Sheriff Operations, LE Sales Tax, account 23300 - Uniforms.

cc: Chad Martin / Leasa Quick, Sheriff
Contract File

PURCHASE AGREEMENT FOR Body Armor Term and Supply

THIS AGREEMENT dated the 6 day of September 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Ed Roehr Safety Products**, herein "Vendor."

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 a Term and Supply contract for **Body Armor Term and Supply** in compliance with all bid specifications and any addendum issued for Callaway County - Missouri, Contract Number **27**, as well as Boone County Standard Terms and Conditions and Boone County Insurance Requirements. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office and/or Callaway County bid file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County - Missouri Standard Terms and Conditions, Boone County Insurance Requirements and the Callaway County Contract number **27** shall prevail and control over the vendor's bid response in the above stated order.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Body Armor and Accoutrement on an as needed basis. Body Armor shall include:

Second Chance IIIA Concealable Ballistic Vest: # BA3A00S-/SM01 \$635.00

Second Chance IIIA Concealable Ballistic Female Structured Vest: # BA3A00S-/SM01F \$635.00

Vests shall include (2) two Concealable Panels (1 front, 1 back), (1) one Soft Trauma Plate, (2) two Individual Concealable Carriers to support the ballistic panels under the uniform, and free on-site (Boone County Sheriff) Custom Fitting at an appointed time made by a Ed Roehr Representative for every individual vest needed.

3. **Delivery** - Contractor agrees to furnish and deliver Body Armor and accoutrements per the bid specifications and within 45 days after receipt of Notice to Proceed, F.O.B. Destination, inside delivery.

4. **Contract Duration** - This agreement shall commence on **the date written above and extend through December 31, 2011** subject to the provisions for termination specified below. This agreement may be renewed for two (2) additional one year periods unless canceled by the Purchasing Director in writing prior to a renewal term. The first year renewal shall increase more than 2% and the second year renewal shall not increase by more than 4%.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Office and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the

Vendor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt. 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 Vendor, 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.

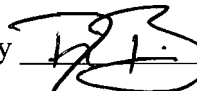
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect. This Agreement shall be governed under the laws of the State of Missouri and any action relating hereto shall be brought in the Circuit Court of Boone County, Missouri.

7. **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:

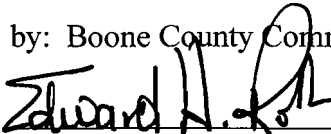
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.


ED ROEHR SAFETY PRODUCTS

by 
title Regional Sales Manager

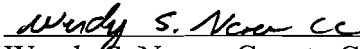
BOONE COUNTY, MISSOURI

by: Boone County Commission

Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


Wendy S. Noren, County Clerk

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.)

June Pitchford by JMG - No encumbrance required 08/26/2011 1255, 2902, 1251, 2901 / 23300 - Term and Supply
Signature Date Appropriation Account

**PURCHASE AGREEMENT FOR
Body Armor Term and Supply**

THIS AGREEMENT dated the _____ day of _____ 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Ed Roehr Safety Products**, herein "Vendor."

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 a Term and Supply contract for **Body Armor Term and Supply** in compliance with all bid specifications and any addendum issued for Callaway County - Missouri, Contract Number **27**, as well as Boone County Standard Terms and Conditions, Boone County Insurance Requirements and Dathan Baldwin's e-mail. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office and/or Callaway County bid file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County - Missouri Standard Terms and Conditions, Boone County Insurance Requirements and the Callaway County Contract number **27** shall prevail and control over the vendor's bid response in the above stated order.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Body Armor and Accoutrement on an as needed basis. Body Armor shall include:

Second Chance IIIA Concealable Ballistic Vest: # BA3A00S-/SM01 \$635.00

Second Chance IIIA Concealable Ballistic Female Structured Vest (Female Specific Vest): \$635.00

Vests shall include (2) two Concealable Panels (1 front, 1 back), (1) one Soft Trauma Plate, (2) two Individual Concealable Carriers to support the ballistic panels under the uniform, and free on-site (Boone County Sheriff) Custom Fitting at an appointed time made by a Ed Roehr Representative for every individual vest needed.

3. **Delivery** - Contractor agrees to furnish and deliver Body Armor and accoutrements per the bid specifications and within 60 days after receipt of Notice to Proceed, F.O.B. Destination, inside delivery.

4. **Contract Duration** - This agreement shall commence on **the date written above and extend through December 31, 2011** subject to the provisions for termination specified below. This agreement may be renewed for two (2) additional one year periods unless canceled by the Purchasing Director in writing prior to a renewal term. The first year renewal shall increase more than 2% and the second year renewal shall not increase by more than 4%.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Office and billings may only include the prices listed in the vendor's bid response. No additional fees for paper

work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt. 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 Vendor, 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. This Agreement shall be governed under the laws of the State of Missouri and any action relating hereto shall be brought in the Circuit Court of Boone County, Missouri.

7. **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.

ED ROEHR SAFETY PRODUCTS

by _____

title _____

APPROVED AS TO FORM:

County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission

Edward H. Robb, Presiding Commissioner

ATTEST:

Wendy S. Noren, County Clerk

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.)

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

Signature

Date

Appropriation Account

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.

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.

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 coverages. Should any work be subcontracted, these limits will also apply.

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.

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.

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.

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. 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.
2. 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. 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.
8. 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.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. 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.
13. 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.
14. 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.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

Melinda Bobbitt - RE: Female Vest Quote for Boone County

From: "Dathan Baldwin" <dathan@edroehrsafety.com>
To: "'Melinda Bobbitt'" <mbobbitt@boonecountymo.org>
Date: 8/4/2011 11:34 AM
Subject: RE: Female Vest Quote for Boone County

The female vest is the same price as the male. And it is the Female Specific vest. For a reference please talk to Sandra Smith at Columbia PD. She will verify that I am sending the Female Structured vest. In some cases the unstructured female vest is best, but the majority of the officers require the Structured or Female Specific vest.

The delivery time stated from the Factory as of 8:00am today 08-04-2011 is 45-60 days or 6-8 weeks. I have experienced longer lead times than this, but it is uncommon to see a vest take longer than 60 days ARO.

The reason given for the long lead times is the amount of vests that are being purchased. The BVP Grant requires a Mandatory Wear policy for armor, so we are seeing a lot more Administration (Capt., Majors, Sheriff's, and Chief's) purchasing armor. Another reason is 5 years is the standard warranty life for Armor. It was 5-6 Years ago that we replaced a tremendous amount of Armor due to the material called Zylon. This was not isolated to our area alone; it was a nation wide problem, so the replacement of those replacements is falling on this year, therefore overwhelming all the manufacturers. They are saying the lead times will be back to the 30-45 days or 4-6 week time frame soon.

Sorry for any inconvenience this may cause.

If you need the award letter from Callaway Co I can provide it to you.

Thanks Melinda,

From: Melinda Bobbitt [mailto:mbobbitt@boonecountymo.org]
Sent: Thursday, August 04, 2011 10:16 AM
To: dathan@edroehrsafety.com
Subject: Female Vest Quote for Boone County

Dathan,
I left you a voice mail yesterday. I won't find out if the female vest is also \$635. Also, how many days before delivery once you receive a Notice to Proceed?
Thanks,
Melinda

Melinda Bobbitt, CPPB
Director of Purchasing
Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201
Telephone: (573) 886-4391
Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Check out our web site: www.ShowMeBoone.com



Ed Roehr Safety Products
2710 Locust Street
St. Louis, MO 63103

Toll Free 1-800-392-8210
314-533-9344
Fax 314-533-3830

"Proudly Serving Those Who Serve Us....Bumper To Bumper and Head to Toe"

Callaway County Commissioner's Office
Ref: BVP Grant Bid
10 East 5th Street
Fulton, MO 65251

In Interest to The Callaway County Sheriff's Department in the State of Missouri:

Ed Roehr Safety Products offers this document as a proposal for the Second Chance IIIA concealable ballistic vest model number BA3A00S-SM01. This proposal includes (2) two Concealable Panels (1 front, 1 back), (1) one Soft Trauma Plate, (2) two Individual Concealable Carriers to support the ballistic panels under the uniform, and Custom Fitting at an appointed time made by a representative of the Sheriff's Department, by a representative of our company for every individual vest needed.

In addition to the product and services provided, Ed Roehr Safety Products would like to propose (1) one Full Year of this initial Contract being in place with firm and fixed price for the duration of the initial time period, with (2) two additional one year renewal options with a proposed percent increase for each additional year contract is renewed.

Cooperative Procurement:

Ed Roehr Safety Products would like to extend this Price agreement to other Governmental Agencies in need of, or who want to utilize this contract for their own purchasing needs at the same terms and conditions set in place for Callaway County Missouri.

Product:

Second Chance Summit Level IIIA with 2 concealable Carriers: \$635.00

Free onsite fitting for each vest at an appointed time.

First Year Renewal from original price: 2%
Second Year Renewal from original price: 4%

Dathan Baldwin
Regional Sales Manager
Ed Roehr Safety Products Cell 816-215-7581

Signature 

Date 11-30-2010

Callaway County Court Order

State of Missouri

Callaway County

ss

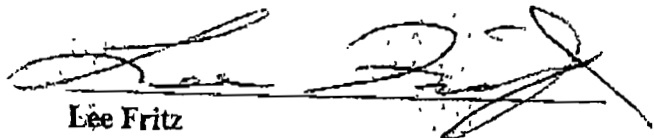
November

Term 20 10

In the County Commission of said county, on the 2nd day of December 20 10 the following, among other proceedings, were had, viz:

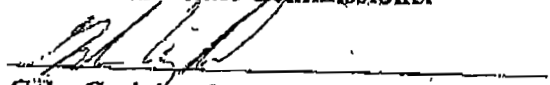
Now on this day, the Callaway County Commission does hereby award Bid #27, Sheriff Department vests to Ed Roehr Safety Products, St. Louis, Mo at the bid price of \$635.00 per vest (14 vests needed), not to exceed \$9590.00 total costs. Fifty percent of costs to be paid through Federal Grant and remaining fifty percent of costs to be paid through Sheriff special fund.

Only one bid received



Lee Fritz
Presiding Commissioner

Donald "Doc" Kritzer
Western Associate Commissioner



Gabe Craighead
Eastern Associate Commissioner

Attest: Linda L. Loe
County Clerk/Deputy

by: Veronica Stefferman

Specifications:

In accordance with a Federal BVP grant, the Callaway County Sheriff's Office is soliciting bids for 14 bullet resistant vests. As per the Federal Grant award, the vests are to be level III (3)A, shall have two colored carriers, preferably tan in color, and each deputy shall be custom fit for the vest by the awarded vendor. The Federal award is specific to the Safariland level IIIA vest - model number (NIJ #) BA3A00SSM401, which is supplied by many vendors nationwide.

Sealed bids shall be received by mail or person at the Callaway County Commissioner's Office, 10 East 5th Street, Fulton, MO no later than December 02, 2010 at 11:00 a.m.

For questions, contact Sgt. Clay Chism, Callaway County Sheriff's Office via e-mail at cchism@callawayco.org.

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : ed roehr
State : MISSOURI

As of 03-Aug-2011 4:04 PM EDT
Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Continental American Agency Inc 319 N. 4th Street Suite 212 St. Louis, MO 63102	CONTACT NAME: PHONE (A/C, No, Ext): (314)241-7969 FAX (A/C, No): (314)241-1474 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:																					
INSURED Ed Roehr Auto Radio Co., Inc. 2710 Locust Street St. Louis, MO 63103	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Burlington Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>MT. HAWLEY INS CO</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Burlington Insurance Company		INSURER B:	MT. HAWLEY INS CO		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES CERTIFICATE NUMBER: 2010-2011 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			066BW17805	10/31/2010	10/31/2011	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY							\$
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EMX0313987	10/31/2010	10/31/2011	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Boone County 601 East Walnut, #208 Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 6th day of September 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between the Centralia Area Chamber of Commerce and Boone County, Missouri for a \$1,000 payment to said Chamber of Commerce to support economic development. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 6th day of September, 2011.

ATTEST:

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

Edward H. Robb
 Edward H. Robb
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

AGREEMENT

THIS AGREEMENT, effective this 1st day of January, 2011 by and between Boone County, Missouri, a political subdivision of the State of Missouri, (herein County), Centralia Area Chamber of Commerce, (herein Chamber).

In consideration of mutual agreements herein contained the parties agree as follows:

1. For the purposes of promoting the economic growth and development of Boone County, Missouri, the County hereby agrees to pay the Centralia Chamber of Commerce \$1,000.00 to support the economic development of Boone County.
2. In consideration of payment of the aforesaid sum, the Chamber agrees to promote Boone County, Missouri, in accordance with the Chamber's guidelines for Economic Development.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their property authorized officials on the day and year first above written,

Centralia Area Chamber of Commerce Boone County, Missouri

By:

Linda S. Gorman

By:

Edward H. Koh

Presiding Commissioner

DATED: 8/18/11

DATED: 9/6/2011

ATTEST:

Dorothy Zoellner
Secretary

ATTEST:

Wendy S. Norvick
County Clerk

Approved as to Legal Form:

Cooley J. Johnson
County Counselor

ORIGINAL

Auditor Certification:

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

June Pitchford by JMG 08/30/2011
June E. Pitchford, Auditor Date
Appropriation Acct# 1510-86686

SUBLSCR	BOONE	SUBSIDIARY LEDGER INQUIRY MAIN SCREEN	8/30/11	13:48:42
Year	<u>2011</u>		Original Appropriation	<u>1,000.00</u>
Dept	<u>1510</u>	ECONOMIC SUPPORT	Revisions	<u> </u>
Acct	<u>86686</u>	ECONOMIC DEVELOP-CENTRALIA	Original + Revisions	<u>1,000.00</u>
Fund	<u>100</u>	GENERAL FUND	Expenditures	<u> </u>
			Encumbrances	<u> </u>
Class/Account	<u>A</u>	ACCOUNT	Actual To Date	<u> </u>
Account Type	<u>E</u>	EXPENSE	Remaining Balance	<u>1,000.00</u>
Normal Balance	<u>D</u>	DEBIT	Shadow Balance	<u>1,000.00</u>

Expenditures by Period

January	_____	July	_____
February	_____	August	_____
March	_____	September	_____
April	_____	October	_____
May	_____	November	_____
June	_____	December	_____

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 6th day of September 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Boone County Courtyard Square by The Follow (live band) on September 9th, 2011 from 8:00 pm until 9:30 am for a concert.

Done this 6th day of September, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: The Follow (Live Band)

Date(s) of Use: 9-9-11

Time of Use: From: 6 a.m./p.m. thru 10 a.m./p.m. Music 8-9:30

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm220 - Rm208 - Rm139 Centralia Clinic

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

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

Name of Organization/Person: Mat Matlack dba The Follow

Organization Representative/Title: Band Manager

Address/Phone Number: 2008 Swindon Ave 65203 / 573-424-2354

Date of Application: 9-1-11

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. New CC
County Clerk

[Signature]
County Commissioner

DATE: 9/6/11