-2022

STATE OF MISSOURI

March Session of the January Adjourned

Term. 2022

County of Boone

In the County Commission of said county, on the

22nd

)

)

day of

March

22 20

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

In Re: Nuisance Abatement) 7631 Zack Road Columbia, Mo 65202) March Session January Adjourned

Term 2022

Commission Order No/19-2022

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

Now on this 22nd day of March 2022, 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.
- The City of Columbia/Boone County Health Department administrative record is made a 2. 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: trash, rubbish, garbage, broken furniture and unlicensed/dismantled/inoperable/junk-filled blue Dodge four-door car and a silver Chevrolet four-door car on the premises.
- 4. The location of the public nuisance is as follows 7631 Zack Road, Columbia, MO, a/k/a parcel# 12-204-10-01-011.00 01, Valley Park Subdivision, Lot 1, Section 10, Township 49, Range 12 as shown by deed book 2694 page 0104, Boone County
- 5. The specific violation of the Code is: trash, rubbish, garbage and broken furniture in violation of section 6.5 of the Code and unlicensed/dismantled/inoperable/junk-filled blue Dodge four-door car and a silver Chevrolet four-door car in violation of section 6.9 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 25th day of November 2022, to the property owner.

STATE OF MISSOURI

County of Boone

} ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

- 7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was 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.

Done this 22nd day of March 2022.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Justin Aldred

District I Commissioner

ane M. Thompson

District II Commissioner

Amanda Erin Matticks

7631 Zack Road

Health Department nuisance notice – timeline

11/24/21:	Citizen complaint received
11/24/21:	Initial inspection conducted
11/13/21:	Notice of violation sent to owner, return receipt requested
11/15/21:	Notice of violation received by property owner
2/11/22:	Second citizen complaint received
3/1/22:	Third citizen complaint received
3/7/22:	Reinspection conducted - violation not abated - photographs taken ~ 10:50 a.m.
3/9/22:	Hearing notice sent

Photographs taken $3/7/22 @ \sim 10:50 a.m.$

unlicensed/dismantled/inoperable/junk-filled blue Dodge four-door car and a silver Chevrolet four-door car, junk, trash and garbage











Kenny Mohr Assessor

Parcel 12-204-10-01-011.00 01

Property Location 7631 N ZACK RD

City

Road COMMON ROAD DISTRICT (CO)

School HALLSVILLE (R4)

Library COL BC LIBRARY (L4)

Fire BOONE COUNTY (F1)

Owner	MATTICKS AMANDA ERIN
Address	7631 ZACK RD
Care Of	
City, State, Zip	COLUMBIA, MO 65202

Subdivision Plat Book/Page	0011 0310			
Section/Township/Range	10 49 12			
Legal Description	VALLEY PARK SD LOT 1			
Lot Size	.00. × 00.			
Irregular Shape				
Deeded Acreage	.00			
Calculated Acreage	2.20			
Deed Book/Page	2694 0104 0471 0805			

Effective Date of Value 1/1/2021 CURRENT APPRAISED CURRENT ASSESSED

 Type
 Land
 Bldgs
 Total

 RI
 14,800
 103,400
 118,200

Totals 14,800 103,400 118,200

Type Land Bldgs Total RI 2,812 19,646 22,458

Totals 2,812 19,646 22,458

PROPERTY DESCRIPTION

 Year Built
 1979

 Basement
 FULL (4)
 Attic
 NONE (1)

 Bedrooms
 4
 Main Area
 1,184

 Full Bath
 2
 Finished Basement Area
 192

 Half Bath
 0
 Total Square Feet
 1,376

Boone County Assessor

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

assessor@boonecountymo.org

Office

(573) 886-4270

Fax

(573) 886-4254

Mapping

(573) 886-4262

Personal Property

(573) 886-4250

Real Estate

(573) 886-4265

Boone County, Missouri

Unofficial R.D. Company Missouri

Date and Time 04/01/2005 at 09:35:12 AM Instrument # 2005007803 Book 2694 Page 104

Granter CHISHOLM, ROBERT A
Grantee MATTICKS, AMANDA ERIN

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

Bettle Johnson, Recorder of Deeds

File Number: 214696

GENERAL WARRANTY DEED

This Deed, Made and entered on March 31, 2005 by and between

Robert A. Chisholm and Glenna S. Chisholm, husband and wife, of the County of Boone, State of Missouri, Party or Parties of the First Part, GRANTOR, and

Amanda Erin Matticks, a single person whose mailing address is: 7631 Zack Rd., Columbia, MO, 65202 Party or Parties of Second Part, GRANTEE.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of BOONE and State of Missouri, to-wit:

Lot One (1) of Valley Park Subdivision as shown by plat thereof recorded in Plat Book 11, page 310, records of Boone County, Missouri.

Also known as:

7631 Zack Rd., Columbia, MO, 65202

Subject to building lines, conditions, restrictions, and easements, and zoning regulations of record, if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

Boone County, Mismounni APR 1 2005

The said party or parties of the first part hereby covenanting that said party or parties and their heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the previous the title to the previous the said party of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2005 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hand or hands the day and year first above written.

Robert a. Chiler	- Leana SChokolm	
Robert A. Chisholm	Glenna S. Chisholm	
STATE OF MISSOURI) }====================================	

On March 31, 2005, before me personally appeared Robert A. Chisholm and Glenna S. Chisholm, husband and wife to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

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

Notary Public

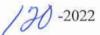
My term expires:

COUNTY OF BOONE

SUZANNE L. AYERS
Notary Public - Notary Seal
State of Missouri
County of Cooper

My Commission Exerces July 28, 2007

General Warranty Deed Page 2



STATE OF MISSOURI

March Session of the January Adjourned

Term. 2022

County of Boone

In the County Commission of said county, on the

22nd

day of

March

20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve Request for Bid 04-02MAR22 - Carpet Cleaning Services - Term & Supply, which opened on March 2, 2022. Two (2) bids were received. Facilities Maintenance recommends award to American Heritage Carpet Cleaning as primary contractor and Sappington's Carpet Care as secondary contractor.

Invoices will be paid from departments 6101 – Facilities Maintenance Housekeeping & Custodial Services and account 60125 - Custodial/Janitorial Service.

Done this 22nd day of March 2022.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

District II Commissioner

Boone County Purchasing

Robert Wilson Buyer



613 E. Ash Street, Room 113 Columbia, MO 65201 Phone: (573) 886-4393

Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission

FROM: Robert Wilson DATE: March 22, 2022

RE: 04-02MAR22 – Carpet Cleaning Services – Term & Supply

Request for Bid 04-02MAR22 – Carpet Cleaning Services – Term & Supply opened on March 2, 2022. Two (2) bids were received. Facilities Maintenance recommends award to American Heritage Carpet Cleaning as primary contractor and Sappington's Carpet Care as secondary contractor.

Invoices will be paid from departments 6101 – Facilities Maintenance Housekeeping & Custodial Services and account 60125 – Custodial/Janitorial Service.

att: Bid Tab

cc: Doug Coley, Jody Moore / Facilities Maintenance

Bid File

Commission Order #	120-2022
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PURCHASE AGREEMENT FOR CARPET CLEANING SERVICES TERM AND SUPPLY (Primary Contractor)

THIS AGREEMENT dated the	22nd	day of	March	2022 is made	between
Boone County, Missouri, a political subdi	vision of	the State	e of Missouri throu	igh the Boone	County
Commission, herein "County" and Royal	Executiv	e Office	Cleaning Service	es, LLC. dba	American
Heritage Carpet Cleaning, herein "Cont	ractor."				

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, the County of Boone Request for Bid for Carpet Cleaning Services Term and Supply, bid number 04-02MAR22, any applicable addenda, and the Contractor's bid response dated 2/23/22 and executed by Matthew Semegran on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.
- 2. Contract Duration This agreement shall commence on March 1, 2022 and continuing through February 28, 2023 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one-year periods subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.
- **3.** *Purchase* The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.
- 4. Billing and Payment All billing shall be invoiced in accordance with bid documents and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- **5.** *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.
- **6.** Entire Agreement This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 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.

ROYAL EXECUTIVE OFFICE CLEANING SERVICES LLC	BOONE CO	UNTY, MISSOURI
By Matthew Semegran	By: Boone C	County Commission
title Owner	Docusigned by: Daniel K. A: Presiding Conf	
APPROVED AS TO FORM:	ATTEST:	
County Counselor	Branna L Lu County Clerk	(CC) velicovity
AUDITOR CERTIFICATION In accordance with RSMo 50.660, I hereby certification exists and is available to satisfy the obligation(s) contract is not required if the terms of this contractime.)	arising from this cont	ract. (Note: Certification of this
DocuSigned by: June E Printlend by J No Enemytone Record	3/15/2022	6101/60125 Term/Supply
Signature FA483	Date	Appropriation Account

	120-2022
Commission Order #	

PURCHASE AGREEMENT FOR CARPET CLEANING SERVICES TERM AND SUPPLY (Secondary Contractor)

THIS AGREEMENT dated the	22nd	day of	March	2022 is made	between
Boone County, Missouri, a political subdi	ivision of	the State	of Missouri throu	igh the Boone	County
Commission, herein "County" and Sapping	ngton's C	Carpet C	are, herein "Conti	ractor."	

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, the County of Boone Request for Bid for Carpet Cleaning Services Term and Supply, bid number 04-02MAR22, any applicable addenda, and the Contractor's bid response dated 3/1/22 and executed by Eric Sappington on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.
- 2. Contract Duration This agreement shall commence on March 1, 2022 and continuing through February 28, 2023 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one-year periods subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.
- 3. **Purchase** The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.
- 4. Billing and Payment All billing shall be invoiced in accordance with bid documents and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 5. *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.
- **6.** Entire Agreement This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 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.

SAPPINGTONS CARPET CARE

—DocuSigned by:

Signature EE7A483...

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

BOONE COUNTY, MISSOURI

Appropriation Account

By Eric Sappinaton	By: Boone County Co	By: Boone County Commission		
ZBF0E0E0C00B40B	DocuSigned by:			
Title OWNER	Daniel K. Atwill			
11110	Presiding Coffinission	er		
APPROVED AS TO FORM:	ATTEST:			
DocuSigned by:	DocuSigned by:			
G Barner	Brianna l lennon			
County Counselor	County Clerk			
AUDITOR CERTIFICATION				
	hereby certify that a sufficient unencumber			
	obligation(s) arising from this contract. (No			
time.)	of this contract do not create a measurable c	ounty obligation at this		
DocuSigned by:	۷.1	01/60125 Tamp/Supply		
June E Pitchfield by J	3/16/2022	01/60125 Term/Supply		

Date

STATE OF MISSOURI

ea.

March Session of the January Adjourned

Term. 2022

County of Boone

In the County Commission of said county, on the

22nd

day of

March

20 22

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

Now on this day, the County Commission of the County of Boone does hereby receive and accept the plat Riggs Church Subdivision. S35-T51N-R13W. A-2. Con-Agg of MO LLC, owner. Kevin Schweikert, surveyor.

It is further ordered the Presiding Commissioner is hereby authorized to sign said plat.

Done this 22nd day of March 2022.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Justin Aldred

District I Commissioner

Yane M. Thompson

District II Commissioner