

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 09

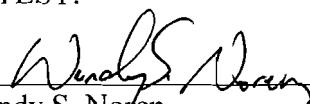
In the County Commission of said county, on the 16th day of June 20 09


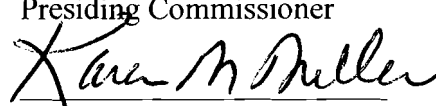
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Memorandum of Understanding for the FY 2009 Byrne Justice Assistance Grant Application.

Done this 16th day of June, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
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June Session of the April Adjourned

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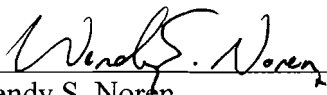
In the County Commission of said county, on the 16th day of June 20 09

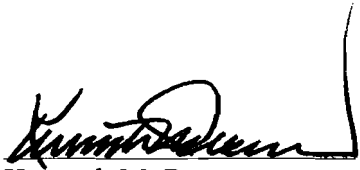
the following, among other proceedings, were had, viz:

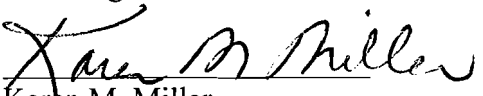
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 5904 Kent Drive, Columbia (parcel #12-415-20-01-064.00 01).

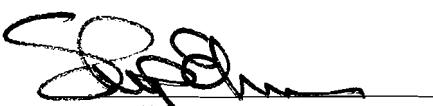
Done this 16th day of June, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
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)	April Session
5904 Kent Drive)	January Adjourned
)	Term 2009
)	Commission Order No. <u>269-2009</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 16th day of June 2009, 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 high
4. The location of the public nuisance is as follows: 5904 Kent Drive, Columbia, MO, a/k/a parcel# 12-415-20-01-064.00 01, Section 20, Township 49, Range 12 as shown in deed book 2839 page 0169, Boone County
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 20th day of May 2009, 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

HEARING NOTICE

Randy Nelsen
4010 Arctic Fox Drive
Columbia, MO 65202-3955

An inspection of the property you own located at 5904 Kent Drive (parcel # 12-415-20-01-064.00 01) was conducted on May 18, 2009 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, June 16, 2009 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 _____ day of _____ 2009 by _____.

TAKEN 6/5/09 @ ~ 10:45 AM
5904 KENT DRIVE



TAKEN 6/5/09 @ ~ 10:45 AM
5904 KENT DRIVE



Randy Nelsen
5904 Kent Drive – weeds violation
TIMELINE

- 5/18/09: citizen complaint received
- 5/18/09: initial inspection conducted
- 5/19/09: certified notice sent to owner
- 5/20/09: owner signed for notice
- 6/5/09: 2nd inspection conducted – violation not abated – pictures taken at ~ 10:45 am
- 6/5/09: hearing notice sent



HEARING NOTICE

Randy Nelsen
4010 Arctic Fox Drive
Columbia, MO 65202-3955

An inspection of the property you own located at 5904 Kent Drive (parcel # 12-415-20-01-064.00 01) was conducted on May 18, 2009 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

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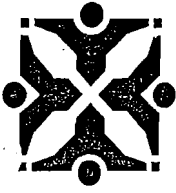
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The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please 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 5 day of June 2009 by KH.



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

Randy Nelsen
4010 Arctic Fox Drive
Columbia, MO 65202-3955

An inspection of the property you own located at 5904 Kent Drive (parcel # 12-415-20-01-064.00 01) was conducted on May 18, 2009 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,

Kristine Vellema
Environmental Health Specialist

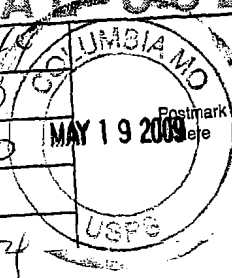
This notice deposited in the U.S. Mail certified, return receipt requested on the 19 day of May 2009 by DN

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

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	\$	4.40	
Health Certified Fee		2.80	
Return Receipt Fee (Endorsement Required)		2.30	
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$	6.54	

Sent To
 Street, Apt. No., or PO Box No.
 City, State, ZIP+4

PS Form 3800, Au

7008 0150 0001 1734 9356

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Randy Nelsen
 4010 Arctic Fox Drive
 Columbia, MO 65202-3955

114

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

Randy Nelsen

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

R NELSON *5-20*

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes



Tom Schauwecker
Boone County Assessor

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

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

Parcel 12-415-20-01-064.00 01 **Property Location** 5904 KENT DRIVE A+B

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

Owner NELSEN RANDY
Address 4010 ARCTIC FOX DR
City, State Zip COLUMBIA, MO 65202-3955

Subdivision Plat Book/Page 0010 0037
Section/Township/Range 20 49 12

Legal Description GREGORY HEIGHTS ADD #3
LOT 83
Lot Size 70 x 165

Deed Book/Page 2839 0169 0887 0881

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	12,700	39,000	51,700	RI	2,413	7,410	9,823
Totals	12,700	39,000	51,700	Totals	2,413	7,410	9,823

Previous Year's Tax
Year 2008 Amount \$596.85

Residence Description

Year Built 1972
Use DUPLEX (102)

Basement CRAWL SPACE (2) Attic NONE (1)

Bedrooms 4 Main Area 1,612
Full Bath 2 Finished Basement Area 0
Half Bath 0
Total Rooms 8 Total Square Feet 1,612

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

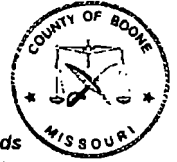
Boone County, Missouri
Unofficial Document



Recorded In Boone County, Missouri
Date and Time 11/03/2005 at 02:52:44 PM
Instrument # 2005031993 Book 2839 Page 169
Grantor RIDDLES, MARJORIE L
Grantee NELSEN, RANDY

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

Bettie Johnson
Bettie Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

GENERAL WARRANTY DEED

This Deed, made and entered into this 31st day of October, 2005, by and between
Marjorie L. Riddles, a single person

Grantor(s),

of the County of Boone, State of Missouri party of the first part, and
Randy Nelsen

Grantee(s),

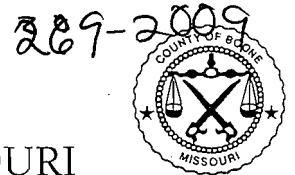
Grantee'(s) address: 1709 Starlight Drive Columbia, MO 65202
of the County of Boone, State of Missouri party of the second part.

WITNESSETH, that the said party or parties 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 or do by these presents GRANT, BARGAIN AND 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 the State of Missouri, to-wit:

Lot Eighty-three (83) of GREGORY HEIGHTS SUBDIVISION ADDITION NUMBER THREE (3) REPLAT NUMBER ONE (1) as shown by the plat recorded in Plat Book 10, Page 37, Records of Boone County, Missouri.



CITY OF COLUMBIA/BOONE COUNTY MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

To: Boone County Commission
From: Gerry Worley, Environmental Health Manager *(GW)*
c: Boone County Clerk, Boone County Collector, Boone County Auditor
Date: July 30, 2009
Re: nuisance abatement invoices for 5904 Kent Drive (parcel # 12-415-20-01-064.00 01)

Attached please find all paid invoices for the abatement of a mosquito harborage nuisance located at 5904 Kent Drive (parcel # 12-415-20-01-064.00 01). **All attached invoices have been paid by the Health Department.** The purpose of this memo and attached invoices is to apply the amount paid by the Health Department to the property tax bill of the appropriate parcel number. The owner of the property is Randy Nelsen and the mailing address for the owner is 4010 Arctic Fox Drive, Columbia, MO 65202-3955. The nuisance abatement is completed and no further invoices will be submitted. The total amount may be attached to the property tax bill for the above abatement location address. Please contact our office if you have any questions regarding this matter.

Attached Invoice	Contractor	Amount Paid
1 of 1	TP Mowing LLC	\$80.00
none	Columbia/Boone County Department of Public Health and Human Services – Administrative Costs	\$150.00
Total Amount Paid		\$230.00

TP Mowing LLC

Invoice

8450 Trade Center Drive Suite 106
Columbia, MO 65201
Cell #573-881-9905
Office #573-814-2390

Date	Invoice #
7/13/2009	1556

Bill To
City of Columbia-Health P O Box 6015 Columbia, MO 65205

Ship To
City of Columbia-Health P O Box 6015 Columbia, MO 65205

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			7/13/2009			
Quantity	Item Code	Description			Price Each	Amount
1	mow and trim	6/19 5904 Kent			80.00	80.00
<p>8-7-09 961 PO 71358 002 110-3210-531.49-61 (County) Line 203</p>						
					Total	\$80.00

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 09

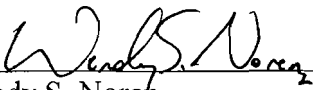
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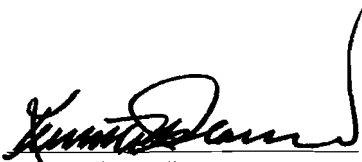
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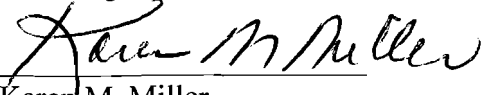
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 5407 Victoria Dr., Hartsburg (parcel #24-802-27-01-002.00 01).

Done this 16th day of June, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
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)	June Session
5407 Victoria Drive)	May Adjourned
Hartsburg, MO 65039)	Term 2009
)	Commission Order No. <u>270-2009</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 16th day of June, 2009, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: weeds in excess of twelve inches high
4. The location of the public nuisance is as follows: Lot 17 and W ½ Lot 18, 5407 E Victoria Drive a/k/a parcel# 24-802-27-01-002.00 01, Section 27, Township 46, Range 12 as shown by deed book 3097 page 0024, Boone County
5. The specific violation of the Code is: weeds in excess of twelve inches high in violation of section 6.7 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the ___ day of ___, 20___, 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

5407 E Victoria Drive Hartsburg, MO
weeds; pictures taken 6/2/09 by Kala Gunier



ACTIVITY LOG
5407 E Victoria Drive

5/8/09 Violation cited while conducting nuisance reinspection at property

5/8/09 Notice of violation mailed via Certified Mail

5/9/09 Certified letter signed for by Kaleb Watkins

5/26/09 Reinspection conducted – weeds not mowed

6/2/09 Hearing notice sent via First Class Mail

6/2/09 Pictures of violation taken



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Christopher W & Angela C Devorss
4811 Alpine Ridge Road
Columbia, MO 65202

An inspection of the property you own located at 5407 E Victoria Drive (parcel # 24-802-27-01-002.00 01) was conducted on May 7, 2009 and weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on June 16, 2009 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.**

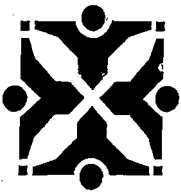
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom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

Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 2 day of June, 2009 by KH.

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

Christopher W & Angela C Devorss
4811 Alpine Ridge Rd
Columbia, MO 65202

An inspection of the property you own located at 5407 E Victoria Drive (parcel # 24-802-27-01-002.00 01) was conducted on May 7, 2009 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 60-day period, no further action is necessary.**

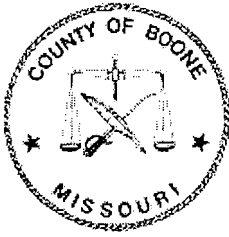
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Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 8 day of May 2009 by KH.

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



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

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

Parcel 24-802-27-01-002.00 01 **Property Location** 5407 E VICTORIA DR

City Road COUNTY ROAD DISTRICT (CO) School ASHLAND (R1)
 Library BOONE COUNTY (L1) Fire SOUTHERN BOONE COUNTY (F2)

Owner DEVORSS CHRISTOPHER W & ANGELA C
 Address 4811 ALPINE RIDGE DR
 City, State Zip COLUMBIA, MO 65202

Subdivision Plat Book/Page 0004 0020
 Section/Township/Range 27 46 12

Legal Description SKY-RANCHE SD
 LOT 17 AND W 1/2 LOT 18
 Lot Size 150 x 200

Deed Book/Page 3097 0024 1518 0950 1348 0594 1348 0593

Current Appraised*				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	9,660	38,200	47,860	RI	1,835	7,258	9,093
Totals	9,660	38,200	47,860	Totals	1,835	7,258	9,093

MAY - 8 2009

Previous Year's Tax
 Year 2008 Amount \$503.53

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

Boone County, Missouri
Unofficial Document



Recorded in Boone County, Missouri

Date and Time 02/21/2007 at 09:32:07 AM

Instrument # 2007003977 Book 3097 Page 24

Grantor SMITH, CASEY ROBERT

Grantee DEVORSS, CHRISTOPHER W

Instrument Type WD

Recording Fee \$27.00 S

No of Pages 2

Bettie Johnson

Bettie Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

GENERAL WARRANTY DEED

This Deed, made and entered into this 19~~th~~ day of February, 2007, by and between
Casey Robert Smith and Heather E. Smith, husband and wife

Grantor(s),

of the County of Boone, State of Missouri party of the first part, and
Christopher W. Devorss and Angela C. Devorss, husband and wife

Grantee(s),

Grantee'(s) address: 5407 E. Victoria Dr. Hartsburg, MO 65039
of the County of Boone, State of Missouri party of the second part.

WITNESSETH, that the said party or parties 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 or do by these presents GRANT, BARGAIN AND 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 the State of Missouri, to-wit:

Lots Seventeen (17) and Eighteen (18) of SKY RANCHE SUBDIVISION as shown by the plat recorded in Plat Book 4, Page 20, Records of Boone County, Missouri.
Except, the East 50 feet (the East 1/2) of Lot 18 of Sky Ranche Subdivision as shown by the plat recorded in Plat Book 4, Page 20, Records of Boone County, Missouri.

Boone County, Missouri **BOONE COUNTY MO FEB 21 2007**
Unofficial Document

Subject to building lines, conditions, restrictions, 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.

The said party or parties of the first part hereby covenanting that the said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties 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 2007 and thereafter, and special taxes becoming a lien after the date of this deed.

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

[Signature]
Casey Robert Smith

[Signature]
Heather E. Smith

STATE OF MISSOURI)
) ss.
COUNTY OF Boone)

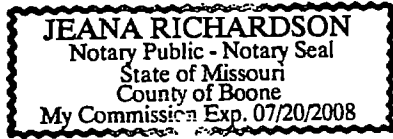
On this 19th day of February, 2007, before me personally appeared:
Casey Robert Smith and Heather E. Smith, husband and wife

to me known to be the person or persons described in and who executed the same as Their
free act and deed.

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

[Signature]
Notary Public

My Commission Expires: 07/20/2008



SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Christopher W. & Angela C.
 Devorss
 4811 Alpine Ridge Rd.
 Columbia, MO 65202

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
Kaleb Watkins

B. Received by (Printed Name) *Kaleb Watkins* C. Date of Delivery *5/9/09*

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

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)

7008 0150 0001 1734 7666

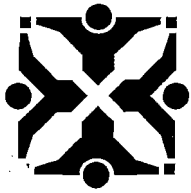
U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only: No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage \$ *42*
 Certified Fee *2.70*
 Return Receipt Fee (Endorsement Required) *2.20*
 Restricted Delivery Fee (Endorsement Required) *5.32*
 Total Postage & Fees \$ *5.32*

Sent To Christopher W. & Angela C. Devorss
 Street, Apt. N. or PO Box No. 4811 Alpine Ridge Rd.
 City, State, Zi. Columbia, MO 65202
 PS Form 380

Kaleb Watkins
 7008 0150 0001 1734 7666

COLUMBIA MO
 MAY 8 2009
 USPS



270-2009



CITY OF COLUMBIA/BOONE COUNTY MISSOURI

HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

To: Boone County Commission
From: Gerry Worley, Environmental Health Manager
c: Boone County Clerk, Boone County Collector, Boone County Auditor
Date: August 6, 2009
Re: nuisance abatement invoices for 5407 E Victoria Drive (parcel # 24-802-27-01-002.00 01)

Attached please find attached all paid invoices for the abatement of a weed nuisance located at 5407 E Victoria Drive (parcel # 24-802-27-01-002.00 01). **All invoices have been paid by the Health Department.** The purpose of this memo and attached invoices is to apply the amount paid by the Health Department to the property tax bill of the appropriate parcel number. The owners of the property is Christopher W and Angela C Devorss and the mailing address for the owner is 4811 Alpine Ridge Road Columbia, MO 65202. The nuisance abatement is completed and no further invoices will be submitted. The total amount may be attached to the property tax bill for the above abatement location address. Please contact our office if you have any questions regarding this matter.

Attached Invoice	Contractor	Amount Paid
1	TP Mowing: Mow & trim	200.00
2	Columbia Daily Tribune	64.08
None	Columbia/Boone County Health Department - Administrative Costs	150.00
Total Amount Paid		\$414.08

TP Mowing LLC

Invoice

8450 Trade Center Drive Suite 106
 Columbia, MO 65201
 Cell #573-881-9905
 Office #573-814-2390

Date	Invoice #
8/4/2009	1574

Bill To
City of Columbia-Health P O Box 6015 Columbia, MO 65205

Ship To
City of Columbia-Health P O Box 6015 Columbia, MO 65205

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			8/4/2009			

Quantity	Item Code	Description	Price Each	Amount
1	mow and trim	7/9/09 5407 E Victoria Drive Hartsburg \$120 trash clean-up mow \$80	200.00	200.00
<p>8-7-09 PO 71358 110-3210-531.49-61 (County) Live 205</p>				

Total \$200.00

BILLING PERIOD	ADVERTISER/CLIENT NAME
04/24/09 - 04/30/09	CC HEALTH DEPT
TOTAL AMOUNT DUE	INVOICE NUMBER
64.08	1131898
TERMS OF PAYMENT	
Due 30 Days	

PAGE	BILLING DATE	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER
1	04/30/09	10195	

INVOICE

BILLED ACCOUNT NAME & ADDRESS
 *** ATTN ACCTS PAYABLE
 CC HEALTH DEPT
 PO BOX 6015 (po#090100)
 COLUMBIA MO 65205-6015

CREDIT CARD PAYMENTS

VISA Card Number: _____

Exp. Date: _____ Amt. to pay: _____

Signature: _____

Name on Card: _____

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

04/30	AD CLASS: 745290 04/30	Classified Line Chris/Angela Devros 1000 1067244 Ad Class Totals:	1x72L 72L \$64.08	1	64.08
					72.000 line
<p>To: <u>Kelly</u> Date: <u>6/16/09</u></p> <p>** REG/FIELD PO PROBLEM INVOICE **</p> <p>Unable to pay this invoice because:</p> <p><input checked="" type="checkbox"/> Packing list entry not found on p.o. <u>90100</u></p> <p><input type="checkbox"/> Receipt not entered on regular p.o.</p> <p><input type="checkbox"/> Inverted p.o. receipt not posted</p> <p><input type="checkbox"/> P.O. # unknown</p> <p><input type="checkbox"/> Need additional information on fpo</p> <p><input type="checkbox"/> Correction needed: _____</p> <p>Please correct as soon as possible THANKS!</p> <p><i>Jennifer</i></p> <p><i>6-26-09</i></p> <p><i>110-3210-531.49-61</i> (county)</p> <p><i>915</i> <i>002</i></p> <p>AIP MAY 06 2009</p> <p>U.S. MAIL</p> <p><i>Line 387</i></p>					
					64.08

1131898	04/24/09 - 04/30/09	10195	CC HEALTH DEPT
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 09

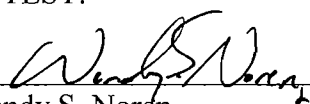
In the County Commission of said county, on the 16th day of June 20 09

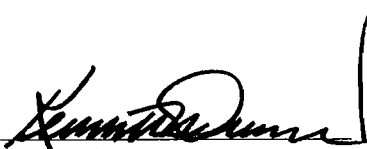
the following, among other proceedings, were had, viz:

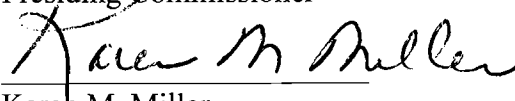
Now on this day the County Commission of the County of Boone does hereby authorize the replacement of three color laser printers, fixed asset tax #11972 (Purchasing), #11974 (Auditor), and #11963 (IT).

Done this 16th day of June, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



BOONE COUNTY
Department of Information Technology
 ROGER B. WILSON GOVERNMENT CENTER
 801 E. Walnut, Room 221
 Columbia, MO 65201-4890
 573-886-4319

Aron Gish

Director

DATE: June 16th, 2009

TO: Ken Pearson, Presiding Commissioner
 Karen Miller, District I Commissioner
 Skip Elkin, District II Commissioner

FROM: Aron Gish

SUBJECT: Fixed Asset Replacement – Color Laser Printers
 Tag #11972 (Purchasing), Tag # 11974 (Auditor) and Tag # 11963 (IT)

Both, the shared color printer in the Information Technology Department and the color printer in the Auditor's Office are in need of consumable items. These items include a fuser kit for both (\$459 x 2) and a belt assembly for the Auditor's (\$637). Due to the high cost of these consumable items, on going monthly maintenance and the reduced cost of new color printer technology I am requesting the County use emergency hardware replacement funds to replace these printers, along with an identical unit in the Purchasing Office. All three printers were purchased in October of 1999 at a cost of ~\$2,930 each.

Since these printers are used frequently to complete daily operations, I am requesting to move forward using "Unanticipated Hardware Emergencies" account 1170-92301 to purchase replacement printers at the total cost of \$2,088. This price includes three color laser printers and three years of onsite repair supplied by the manufacturer's extended warranty.

Cost Comparison

	Auditor	IT / Shared	Purchasing
Repair w/3yrs Maintenance -	\$1,816	\$1,179	\$720
Replace w/3yrs Warranty -	\$ 677	\$ 734	\$677

Estimate savings over 3yrs without replacing any more consumable items is ~ \$1,627.00

Thank you for your consideration on this matter.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 09

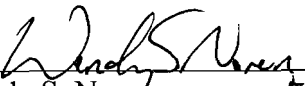
In the County Commission of said county, on the 16th day of June 20 09


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


Now on this day the County Commission of the County of Boone does hereby approve the Family Court Supplemental Cooperative Agreement for FY 2010. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

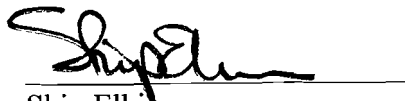
Done this 16th day of June, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 09

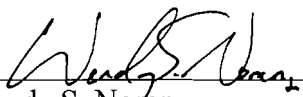
In the County Commission of said county, on the 16th day of June 20 09

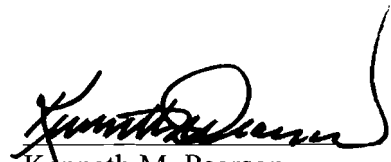
the following, among other proceedings, were had, viz:

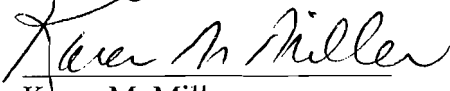
Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Consultant Services with Simon Oswald Architecture. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 16th day of June, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT dated this 16th day of June, 2009, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Simon Oswald Architecture (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon the Consultant's Draft Proposal / Professional Services dated March 15, 2009 and revised May 22, 2009, which is attached hereto and incorporated herein by reference. The Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. All work performed by the Consultant shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** – Services which the Consultant does not identify as excluded from basic services under the Proposal incorporated herein and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal and no additional fee shall be paid for said services.

1.2 **Time for Completion** – Phase I services shall be completed in a timely manner consistent with the schedule set out in the incorporated Proposal and, where a specific time is not set, at such time as the Owner and Consultant agree. Time is of the essence in this Agreement.

1.3 **Pricing for Phase II Services** – The incorporated proposal sets out both Phase I and Phase II services, and this Agreement specifically authorizes only Phase I services. Phase II services will be authorized and awarded under a separate, written contract. The pricing for Phase II services, however, shall remain firm for a period of eighteen months (18) months from the date of completion of Phase I services. The fee for Phase II services shall be **6.8 %** of the total estimated construction costs for Phase II, with a cap of \$199,621.00 of architectural fees for Phase II. If Phase II services are authorized by a separate agreement within the eighteen (18) months after completion of Phase I services, then said pricing shall be firm for the duration of Phase II services.

1.4 **Phase II Planning** – As part of Phase I services, Consultant shall prepare a detailed scope of work for Phase II services. That scope of work shall contemplate that the County shall allow for sufficient time for Construction Documents to be reviewed by

the County's legal department, with the final form of those documents to be determined by the County. In addition, the Phase II planning should contemplate that the work will be awarded to a General Contractor, who shall work with the Architect and the County's representative(s) during the Construction Phase of the contract.

2. **Compensation** - In consideration for the Consultant's provision of services for Phase I under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the Proposal incorporated herein. The basis of compensation for this Agreement shall be an hourly fee plus expense basis as set out in the incorporated proposal, with the **total cost for Phase I services not to exceed Forty-Two Thousand Five Hundred Dollars (\$42,500.00)**. Consultant shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates set out in the incorporated Proposal. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may effect services rendered hereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner. Other insurance requirements are set out in the exhibit "Insurance Requirements" and are incorporated herein by reference.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded

majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Presiding Commissioner or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto.

13. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

SIMON OSWALD ARCHITECTURE

By *Shelley Smith*

Title ARCHITECT / PRINCIPAL

Dated: 6/10/09

BOONE COUNTY, MISSOURI

By *Kurt D. Durr*
Presiding Commissioner

Dated: 6/16/09

APPROVED AS TO FORM:

J. J. Reese
County Counselor

ATTEST:

Wendy S. Noren
County Clerk

AUDITOR CERTIFICATION

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

Jane E. Pitchford 7/2/09 4010-71211 \$42,500.00
Signature by *af* Date Appropriation Account

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

County of Boone)
State of Missouri)ss

My name is SHAWEN SIMON. I am an authorized agent of SIMON OSWALD ARCHITECTURE (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

Shawen Simon 6/10/09
Affiant Date

SHAWEN SIMON
Printed Name

Subscribed and sworn to before me this 10th day of June, 2009.

JESSICA SAPP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires September 22, 2012
Commission #08641266

Jessica Sapp
Notary Public

CONTRACT APPROVAL PROCESS

October 13, 2008	<p>Draft proposal forwarded to Ken Pearson, Presiding Commissioner – excluding cost of design services, pending additional information regarding scope of feasibility & design study</p> <p>Boone County Commission (BCC) determines which buildings will be included in the new feasibility study for the Boone County Government Center & associated properties</p> <p>Commission provides</p> <ul style="list-style-type: none">• List of buildings to be evaluated• Plans of buildings to be evaluated• List of departments to be considered for inclusion in revised plan• Organizational charts and personnel lists for all affected departments
March 16, 2009	<p>Simon Oswald Architecture (SOA) provides proposal, pending successful negotiation of cost of mechanical, electrical, plumbing, and fire protection engineering, as well as any additional engineering consultants necessary for completion of design services.</p>

PHASE I SERVICES

IA. INDIVIDUAL SURVEY OF NEEDS

SOA & Ken Pearson – kick off / planning meeting for the project

Program Kick Off Session to establish goals and explain process - Design Team with Department Heads and County Office holders, followed by individual meetings with each affected department head to re-verify program information from previous study. Establish Project Goals

Each department will be emailed previous program of space needs to review and comment in the individual meetings.

Individual Department Meetings will verify work flow and discuss Common & Support Areas, as well as review information provided in previous Master Plan study.

Preliminary Program of Space Needs reviewed with Department Heads in individual meetings.

- Individual Office Spaces and Established Standards
- Individual Work Stations
- Shared Department Spaces
- Department Circulation Areas
- Building Common Areas
- Building Support Areas
- Building Circulation Areas

Discussion of Anticipated Growth for each Department

Analysis of existing buildings - SOA examines, measures, and photographs existing conditions and updates record documents

Analysis of Existing Building Structure—Support Systems and Condition of Building Envelope

Analysis of Building HVAC, Plumbing, and Electrical Systems, including operating costs and potential efficiencies

SOA receives facilities management inventory of furnishings, fixtures, and equipment

IB. PROGRAM OF SPACE NEEDS / SHORT TERM & LONG TERM / EVALUATION OF EXISTING BUILDINGS

Date TBD Facility Review Meeting with BCC Building Committee

- Program of Space Needs reviewed and approved by Client Project Team for total projected square footage.
- Analysis of existing buildings presented for discussion of design opportunities within buildings

Date TBD Design Options Meeting with BCC Building Committee

- Review and approve potential locations for departments

IC. SCHEMATIC DESIGN STUDIES

Date TBD SOA Team authorized to proceed with Schematic Design Studies.

- Establish Options for re-organizing for increased efficiency within existing building
- Establish Options for locating various departments on Third Floor
- Establish Options for locating various departments in additional BCC buildings

Date TBD Review alternatives with Client Project Team

Date TBD Finalize, Refine, and Establish additional Options for Scenarios described

Date TBD Final Design Sketches for Future Floor Plans with Phased Renovation and New Construction

Date TBD Final Report including:

- Executive Summary
- Schematic Design Floor Plan Options
- Building Program of Space Needs including 2-, 5-, and 10-year growth projections
- Phased Implementation Plan for Renovation and New Construction
 - Short Term Plan
 - Long Term Plan
- Statement of Probable Construction Cost for each Phase of the multi-year plan
- Comprehensive Project Budget

PHASE II SERVICES

- IIA. DESIGN DEVELOPMENT PHASE—APPROX FIVE WEEKS AFTER NOTICE TO PROCEED**
- IIIB. CONSTRUCTION DOCUMENTS PHASE—APPROX NINE WEEKS AFTER NOTICE TO PROCEED**
- IIC. PROJECT OUT FOR BIDS – AFTER DRAWING REVIEW AND REVISIONS**
- IID. RECEIVE BIDS – FOUR WEEKS AFTER PROJECT GOES OUT TO BID**
- IIIE. CONSTRUCTION OF PHASE I PROJECT**

III. DESIGN SERVICES

PHASE I

Hourly with a total maximum compensation of \$ 42,500, plus reimbursable expenses—for program, master plan, and schematic design. Includes Mechanical / Electrical Engineering Preliminary Work. Excludes Detailed Structural Engineering assistance. At the end of Phase I, a project budget and scope of work for Phase II will be presented and approved.

PHASE II

The following provisions govern the compensation, insurance coverage, and reimbursables for architecture, interior design, and mechanical / electrical / fire protection engineering services. (Please note specific exclusions listed below.)

IIA. PROFESSIONAL SERVICES—FOR A PROJECT IN THE RANGE OF \$2,500,000 +

Design services shall be a Jump sum calculated at the rate of 6.8% of the construction cost including contingency, as determined in Phase I services, with a cap of \$199,621 of architectural fees for Phase II, plus reimbursable expenses as outlined in IIE.

IIB. CONTRACT EXCLUSIONS

Excluded from the contract are the following services, which may be negotiated as additional services:

1. Alternative project delivery methods such as construction manager or multiple prime contracts.
2. Furnishings design / selection / specifications
3. Furnishings inventory
4. Structural design including, but not limited to extension of open stair to third floor
5. Environmental Assessments
6. Energy Audit
7. Moving of mechanical systems
8. Computer Cabling
9. LEED certification and associated services
10. Research and application for grants and other funding

*and awarded by separate, mms
in written agreement.*

mms

IIC. PROFESSIONAL LIABILITY INSURANCE

Simon Oswald Associates, Inc., obtains its professional liability insurance policy annually through the Security Insurance Company of Hartford (DPIC). The coverage is on a claims made basis and is scheduled to expire on April 29, 2009. Our policy limits are two million dollars for each claim and also two million dollars aggregate for the policy period. We intend to continue this coverage.

IID. GENERAL LIABILITY INSURANCE

Simon Oswald Associates, Inc., obtains its general insurance policies annually through Allied Insurance. These policies, which expire on January 11, 2010, include two million dollars of commercial liability; two million dollars personal and advertising injury per person or organization; four million dollars as a general aggregate limit; four million dollars for products and completed operations aggregate limit; three hundred thousand dollars for tenants property damage legal limit; one thousand dollars medical payments per person limit; and one million dollars hired and non-owned auto liability limit. In addition, we have a workers' compensation policy of one million dollars.

IIE. REIMBURSABLE EXPENSES

Listed below are the hourly rates and specific costs for reimbursable expenses. For budgeting purposes, we recommend that the County allocate \$2500 for 25 sets of drawings and specifications, and an additional \$100 per set for additional sets as required. If the County prefers, we can absorb the cost within our fees by charging a non-refundable deposit for each set to cover our expenses.

Boone County Government Center
 Draft Proposal / Professional Services
 3.15.09 ~ Revised 5-22-09

HOURLY RATES

Hourly rates for above fees shall be as follows:

Architect / Principal	\$150.00 per hour
Architect Associate/Senior Architect	\$110.00 per hour
Architect	\$100.00 per hour
Intern Architect III	\$ 85.00 per hour
Intern Architect II	\$ 75.00 per hour
Intern Architect I	\$ 70.00 per hour
Interior Designer Licensed	\$ 90.00 per hour
Interior Designer II	\$ 65.00 per hour
Interior Designer I	\$ 60.00 per hour
Graphic Designer	\$ 75.00 per hour
Clerical	\$ 55.00-65.00 per hour
Undergraduate Students	\$ 40.00 per hour

Reimbursable Expenses will be billed at 1.1 x direct cost or as follows:

Phase I reimb. expenses capped at \$650,000
 KJP
 MS

Travel - Outside of Columbia

Car: 50.5 cents/mile
 Other: 1.1 x direct cost

Mailing - Postage/Handling

1.1 x direct cost

Long Distance Telephone/Fax

1.1 x direct cost

In-House Printing

8 1/2 x 11 = .10/sheet
 Color 8 1/2 x 11 = 1.00/sheet
 8 1/2 x 14 = .15/sheet
 11 x 17 = .50/sheet
 12 x 18 = .75/sheet
 18 x 24 = 1.50/sheet
 24 x 36 = 2.00/sheet

Outside Reproduction of Drawings,
 Specifications and other documents

1.1 x direct cost

Renderings/Models requested by Owner

1.1 x direct cost